County of Monterey

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

Meeting Agenda - Final

Tuesday, January 30, 2024

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

Participation in meetings

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

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

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

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

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

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

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

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

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

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

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

Participación en reuniones

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

1. Podrá asistir personalmente a la reunión; o,

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

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

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

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

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

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

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

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

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

INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

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

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

de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete. Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

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

HELPFUL INFORMATION/INFORMACION UTIL

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

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

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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:

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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 sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

   b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
   (1) Sean McCaw (Worker's Compensation Appeals Board No. ADJ11773461)
   (2) *City of Grants Pass v. Johnson, et al*. (United States Supreme Court case no. 23-175)

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

   d. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
   (1) Designated representatives: Kim Moore and Ariana Hurtado
   Employee Organization(s): Unit U

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 Proclaiming January as National Human Trafficking Prevention Month in Monterey County and recognizing the Monterey County Rape Crisis Center for its efforts to prevent and respond to instances of human trafficking in Monterey County. (Supervisor Askew)

Attachments: Ceremonial Resolution - Human Trafficking Prevention

3. Adopt a resolution recognizing Roque Pinheiro on his retirement from the City of Pacific Grove. (Supervisor Adams)

Attachments: Ceremonial Resolution - Roque Pinheiro

4. Adopt a resolution honoring and recognizing California Highway Patrol Sergeant Jason McEwen for his exceptional service to the community and the State of California. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Jason McEwan

Appointments

5. Appoint Adriana Melgoza Ramirez to the Equal Opportunity and Civil Rights Advisor Commission as a League of United Latin American Citizens Representative with a term ending on December 31, 2026. (Nominated by the League of United Latin American Citizens)

Attachments: Notification to Clerk of Appt - Adriana Melgoza Ramirez
Resume - Adriana Melgoza Ramirez
LULAC Letter of Recommendation - Adriana Melgoza Ramirez

Approval of Consent Calendar – (See Supplemental Sheet)

6. See Supplemental Sheet

General Public Comments

7. General Public Comments
This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

Scheduled Matters

8. Consider introducing, waiving reading, and setting February 13, 2024, at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Sections 10.41.010 and 10.41.040 of the Monterey County Code to increase fines for littering in unincorporated Monterey County.

Proposed California Environmental Quality Act (CEQA) Action: Consider finding that the adoption of this ordinance is categorically exempt per Section 15308 of the CEQA Guidelines because the action consists of creating regulations for the protection of the environment.

Attachments: Board Report
A - Draft ordinance (redline)
B - Draft ordinance (clean)

9. a. Receive a presentation on two (2) proposed projects for the Encampment Resolution Funding Round Three (ERF-3-R) opportunity offered through the California Interagency Council on Homelessness;
b. Approve the submission of the Encampment Resolution Funding Application to assist with housing of people living in Salinas River encampments in the City of Soledad;
c. Approve the submission of the Encampment Resolution Funding Application to assist with housing of people living in Salinas River encampments in the City of King City; and,
d. Authorize the County Administrative Officer, or designee to execute all necessary documents required to be awarded for one or both Encampment Resolution Funding allocations.

Attachments: Board Report
A. Presentation on Encampment Resolution Funding 3-R Proposed Sites
B. Encampment Resolution Funding 3-R program NOFA

10. Consider cancelling Tuesday, February 13, 2024, Board of Supervisors meeting due to National Associations of Counties (NACo) Legislative Conference and several Supervisors will be attending.

Attachments: Board of Supervisors 2024 Meeting Schedule

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

11. PLN220090 - CALTRANS/GARRAPATA BRIDGE RAILS
Public hearing to consider California Department of Transportation's ("Caltrans") appeal of the Garrapata Creek bridge rail replacement project on Highway 1, Big Sur.
Project Location: Garrapata Creek Bridge near post mile 63.0 on HWY 1, Big Sur Land Use Plan.
Proposed California Environmental Quality Act ("CEQA") action: Continuance of the hearing is an administrative activity that is not subject to CEQA.

Attachments: Board Report

12. Conduct a public hearing to receive and accept the 2023 Annual Carmel Valley Traffic Report.

Attachments: Board Report
Attachment A - Location Map 2023
Attachment B - ADT and PTSF 2023
Attachment C - Percent of Threshold 2023
Attachment D - Segment Traffic Vol 2015-Present
Attachment E - CVMP Policy CV 2.17

13. Receive an update on the Enterprise Resource Planning (ERP) Replacement Project Planning.

Attachments: Board Report
ERP Update

Other Board Matters

County Administrative Officer Comments

14. County Administrative Officer Comments

New Referrals

15. New Referrals

Referral Responses

16. a. Receive a status report on the Board Referral 2020.12 "Consider funding options to increase the Pavement Condition Index of County roads to at least a 'Fair' standard over the next ten years";
b. Support implementation of a financing plan for the local road rehabilitation pilot program;
c. Approve the initial local road repair plan; and
d. Provide direction to staff.

Attachments: Board Report
Attachment A – CIC Report - March 6, 2023
Attachment B – PowerPoint from 11/30/22
Attachment C - FY 202324 General Financial Policy
Attachment D – Initial Summary Table
Attachment E - Initial Complete Report

Board Comments

17. Board Comments

Read Out from Closed Session by County Counsel

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

Adjournment

Supplemental Sheet, Consent Calendar

Natividad Medical Center

18. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 4 to the agreement (A-13995) with B.E. Smith, Inc. for interim management-level services, extending the agreement an additional one (1) year period (January 1, 2024 through December 31, 2024) for a revised full agreement term of July 1, 2018 through December 31, 2024, and adding $250,000 for a revised total agreement amount not to exceed $1,300,000.

Attachments: Board Report
BE Smith Inc Renewal and Amendment 4
BE Smith Inc Renewal and Amendment 3
BE Smith Inc Amendment 2
BE Smith Inc Amendment 1
BE Smith Inc Agreement

19. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 4 to the agreement (A-14560) with Everbridge, Inc. for critical event management software services, extending the agreement an additional one (1) year period (January 30, 2024 through January 29, 2025) for a revised full agreement term of January 30, 2018 through January 29, 2025 and adding $39,832 for a revised total Agreement amount of $249,845.

Attachments: Board Report
Everbridge Inc Renewal and Amendment 4
Everbridge Inc Amendment 3
Everbridge Inc Amendment 2
Everbridge Inc Amendment 1
Everbridge Agreement

Health Department

20. a. Approve and authorize the Director of Health Services or designee to execute a service agreement between the County of Monterey and Close Grover Medical Corporation for the provision of technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program retroactive to March 1, 2023, through April 15, 2024, for an amount not to exceed $61,497 contingent on availability of grant funds; and
b. Authorize the Director of Health Services or designee to execute up to three (3) future amendments to this Agreement where each amendment does not exceed 10% ($6,149) of the original Agreement amount and does not significantly alter the scope of the services.
c. Approve and authorize the Director of Health Services or designee to execute a Business Associate Agreement (BAA) between the County of Monterey and Close Grover Medical Corporation to comply with privacy and protection of patient health information shared with Close Grover Medical

Corporation during the provision of technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program retroactive to March 1, 2023, to February 28, 2027.

Attachments: Board Report
Service Agreement is on file with the Clerk of the Board
Business Associate Agreement on file with the Clerk of the Board

21. a. Accept a one-time grant allocation payment of $1,500,000 from the California Department of Health Care Services (DHCS) for capital improvements to the County of Monterey Clinic at Marina, authorized by Assembly Bill 102 (Statutes of 2023) and Executive Order (EO 23/24-78), and appropriated from the State General Fund through Control Section 19.566, as a targeted legislative priority of the State Annual Budget Year 2023-24.
b. Approve and authorize the execution by the Director of Health Services or designee of the Legislative Priorities Control Sections 19.565 Vendor Self Certification, acknowledging the County's receipt of the Control Section 19.566 one-time grant allocation payment of $1,500,000.

Attachments: Board Report
Vendor Self Certification Letter

22. a. Accept three Grant Awards of $333,278; $227,941; and $266,452 respectively for $827,672 in total from The California Department of Health Care Services (DHCS) for the continued implementation of an in-house Mentored Internship Program ("MIP"), to assist in the treatment and recovery of patients with substance use disorders or co-occurring disorders and to support statewide expansion of California's behavioral health workforce; and
b. Approve and authorize the Director of Health Services or designee to execute Subcontract Agreements, ID No. 7438-BHWD-MONTEREY - (MIPRD2)-01G (MIPMOB1); ID No. 7438-BHWD-MONTEREY - (MIPRD2)-02G (MIPMOB2); ID No. 7438-BHWD-MONTEREY - (MIPRD2)-03G (MIPMOB3) between the County of Monterey ("County") and Advocates for Human Potential, Inc. ("AHP"), the administrative entity for the MIP, for professional services to be performed by County as an AHP subcontractor, for a retroactive term of October 1, 2023 through December 31, 2024, in the amount of $827,672; and
c. Approve and authorize the Director of Health Services or designee to approve up to three (3) future amendments that do not exceed 10% of the original Subcontract Agreement amount ($82,767) and do not significantly change the scope of services.

Attachments: Board Report
7438-BHWD-MONTEREY-_(MIPR2)-01G_(MIPMOB1)
7438-BHWD-MONTEREY-_(MIPR2)-02G_(MIPMOB2)
7438-BHWD-MONTEREY-_(MIPR2)-03G_(MIPMOB3)

23. a. Approve and authorize the Director of Health Services or designee to execute a revised Mental Health Services Agreement A-16489 with Seneca Family of Agencies for the same term of July 1, 2023 through June 30, 2024, and total Agreement amount not to exceed $4,742,130; and

b. Approve the non-standard cyber liability provisions in the Business Associate Agreement as recommended by the Director of Health Services.

Attachments: Board Report
Agreement is on file with Clerk of the Board

Criminal Justice

24. Approve and adopt a Resolution amending Article VII of the Monterey County Master Fee Resolution effective March 1, 2024, to add two new fees relating to oversight and services provided by the Sheriff's Office.

Attachments: Board Report
Attachment A_Proposed Article VII Master Fee Schedule for FY 2023-24.pdf
Attachment B_Current Article VII Master Fee Schedule Redlines.pdf
Attachment C_Board Resolution.pdf
Attachment C_Board Resolution.doc

25. a. Authorize the Contracts Purchasing Officer or their designee to execute a five year revenue generating Agreement (revenue generated goes to Inmate Welfare Fund and to pay Smart Communications Holding, Inc.) between the Sheriff's Office and Smart Communications Holding, Inc., based on the County's Request for Proposal (RFP) #10881 Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department, to provide telephone and tablet services to incarcerated people within the County of Monterey Jail, effective upon execution for five (5) years from go live date; and
b. Authorize the Contracts Purchasing Officer or their designee to sign two (2) one (1) year amendments, where the scope of work does not significantly change.
c. Authorize the Contracts Purchasing Officer or their designee to amend the agreement as necessary in order to meet Federal Communication Commission (FCC) and California Public Utilities Commission (CPUC) guidelines.

Attachments: Board Report
Standard Agreement.pdf
Exhibit A_Scope of Work.pdf
Exhibit B_Service Level Agreement.pdf
RFP#10881.pdf
Addendum 1 & 2.pdf
Smart Communication (redacted) response to RFP.pdf

26. a. Ratify execution by the County Contracts/Purchasing Officer of a non-standard Agreement with Robert Half, Inc. for temporary staffing services, for a term of December 18, 2023, to June 30, 2025, for a total agreement amount not to exceed $200,000.

b. Approve the recommendation of the County of Monterey Public Defender to accept the non-standard provisions in the Agreement.
c. Approve and authorize the Public Defender to sign up to three amendments that in total do not exceed 10% of the original cost of the Agreement ($20,000), for a revised contract total of $220,000, and do not significantly change the scope of work.

Attachments: Board Report
Attachment A - Agreement

27. a. Authorize the Contracts Purchasing Officer or their designee to execute a five-year no-cost Agreement between the Monterey County Probation Department and Smart Communications Holding, Incorporated based on the County's Request for Proposal (RFP) #10881 Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department, effective upon execution for five (5) years from go live date, with consideration for Probation's services coming from the Agreement with Sheriff's Department; and
b. Authorize the Contracts Purchasing Officer or their designee to sign two (2) one (1) year extensions and/or amendments where the scope of work does not significantly change; and
c. Authorize the Contracts`/Purchasing Officer or their designee to amend the agreement as necessary in order to meet Federal Communication Commission (FCC) and California Public Utilities Commission (CPUC) guidelines.

Attachments: Board Report
Agreement - Smart Communications-Probation Department
Exhibit A - Scope of Work -Smart Communications
Exhibit B - Service Level Agreement
Exhibit C - Request for Proposal 10881-with Addendums 1 and 2
Exhibit D - Redacted
-CA-MontereyCo-RFP-10881-Proposal-SmartComm

General Government

28. a. Authorize the Chief Information Officer to execute a non-Standard Agreement retroactively with ChargePoint, Inc. for ChargePoint Cloud Plan and Assure Maintenance & Management renewals for the term of January 8, 2024, through April 13, 2029, in an amount not to exceed $26,849; and
b. Authorize the Chief Information Officer or his designee to execute related order forms and such documents as necessary with ChargePoint, Inc. for purposes of this Agreement; and
c. Authorize the Chief Information Officer or his designee the option to execute up to three (3) one (1) year future amendments to this Agreement, each extending the term by one year, where the additional cost of each Amendment does not exceed 10% ($2,685) of the original contract amount of $26,849, bringing the maximum additional compensation to $29,534 for each additional one-year term and potential overall Agreement aggregate not to exceed amount to $115,451.

Attachments: Board Report
ChargePoint Master Subscription and Services Agreement

29. Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2022-2023 Winter Storm and Atmospheric River Event that started on December 26, 2022.

Attachments: Board Report
2022 December-Jan Storm Emergency Proclamation Continuance_Resolution

30. Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2023 March Winter Storms and Atmospheric River Event that started on March 9, 2023.

Attachments: Board Report
2023 March Storms Emergency Proclamation Continuance_Resolution

31. Consider approval of supplemental responses to the 2019-2022 Monterey County Civil Grand Jury Report titled "*Monument to a Failed Process: South County Permit PLN 180317"*; and authorize the County Administrative Officer to submit the approved response to the Presiding Judge of the Superior Court, County of Monterey, by January 31, 2024.

Attachments: Board Report
Attachment A - Letter from CGJ, dated December 7, 2023
Attachment B – Supplemental response to 2019-2022 Monterey County CGJ Report

Housing and Community Development

32. a. Accept as complete improvements specified in the Certificate of Occupancy for the East Garrison Phase Two Rental Affordable Housing Project. Improvements, consisting of 65 very-low and low-income affordable housing units, were constructed by the Community Housing Improvement Systems and Planning Associates (CHISPA) at 21131 Ord Avenue East Garrison;
b. Acknowledge that the Successor Agency to the Redevelopment Agency for the County of Monterey accepts that the obligations of the Completion Guarantee by Casa Acquisition Corp. for East Garrison Phase 2 have been met and approves the release of the associated bond (Bond No. 2282539) to Casa Acquisition Corp.

Attachments: Board Report
Attachment 1 - Completion Guarantee for Phase 2 Agreement
Attachment 2 - SARDA Board Order - Approval of the Completion Guarantee by Casa Acquisition Corp.
Attachment 3 - Performance Bond 2282539
Attachment 4 - Board Order - Acknowledgement of the Completion Guarantee by Casa Acquisition Corp.
Attachment 5 - Certificates of Occupancy for 21131 Ord Avenue East Garrison

33. a. Approve and authorize Amendment No. 2 to the Gail Robbins individual Inclusionary Housing Agreement to allow conveyance of her inclusionary unit into a revocable trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to Inclusionary Housing Agreement.

Attachments: Board Report
Attachment A - Robbins - Inclusionary Housing Agreement
Attachment B - Amendment No.2 Transfer to Trust PRE 2002 Robbins

34. a. Authorize the Director of Housing & Community Development or designee, to sign and execute the pass-through grant subaward application and submit the application to the California Office of Emergency Services; and
b. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget to increase appropriations and revenues by $1,000,000 for the Housing and Community Development Department, Fund 013, Unit 8545, Appropriation Unit HCD004 financed by a pass-through grant subaward from the California Office of Emergency Services (Assembly Bill 102) for wildfire prevention and eucalyptus tree removal pilot project (4/5th vote required).

Attachments: Board Report
Attachment A - CalOES application

Public Works, Facilities and Parks

35. Adopt a Resolution to:
a. Find that the subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines California Code of Regulations (CCR) section 15061; and
b. Approve the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (Agreement) between the County and the Carmel Unified School District to acquire one (1) parcel totaling approximately 1,800 square feet including one (1) structure totaling approximately 1,187 square feet located at 27885 Robinson Canyon Road, Carmel Valley, California, also identified as Assessor's Parcel Number 169-131-005, for the amount of $100,000 for use by the Public Works, Facilities, and Parks Department, pursuant to Government Code Section 25350.60; and

c. Authorize the Public Works, Facilities, and Parks Director to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions and any related documents needed to complete the transaction, including, but not limited to, a Grant Deed and any future amendments to the Agreement subject to review and approval by the Office of the County Counsel; and
d. Authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget, Fund 001, Facility Services Appropriation Unit PFP054, to increase appropriations by $115,000, for acquisition and due diligence costs, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required).

Attachments:
Board Report
Attachment A - Location Map
Attachment B - Draft Purchase Agmnt & Escrow Inst.
Attachment C - Executed Letter of Intent
Attachment D - 2019 CVHS Newsletter Article
Attachment E - Proposed Resolution

County of Monterey

Board Report

Legistar File Number: CS 24-004

Item No.1

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

January 30, 2024

Introduced: 1/19/2024
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 sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Sean McCaw (Worker's Compensation Appeals Board No. ADJ11773461)
(2) *City of Grants Pass v. Johnson, et al*. (United States Supreme Court case no. 23-175)

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

d. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Kim Moore and Ariana Hurtado
Employee Organization(s): Unit U

County of Monterey

Board Report

Legistar File Number: CR 24-005

Item No.2

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

January 30, 2024

Introduced: 1/22/2024
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution Proclaiming January as National Human Trafficking Prevention Month in Monterey County and recognizing the Monterey County Rape Crisis Center for its efforts to prevent and respond to instances of human trafficking in Monterey County. (Supervisor Askew)

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

Resolution No.

Adopt Resolution Proclaiming January as **National Human Trafficking Prevention Month in Monterey County** and recognizing the **Monterey County Rape Crisis Center** for its efforts to prevent and respond to instances of human trafficking in Monterey County.

WHEREAS, human trafficking is a public health issue and a crime that exploits the most vulnerable among us and weakens the health and well-being of individuals, families, and communities across generations; and

WHEREAS, while it has been more than 20 years since the passing of the Trafficking Victims Protection Act, human trafficking still exists—including the forced or fraudulent recruitment, harboring, or transportation of people for labor or commercial sex**;** and

WHEREAS, an estimated 27.6 million people are subjected to human trafficking globally, including cases of human trafficking reported in every U.S. state and territory; and

WHEREAS, human trafficking can happen to anyone, but certain populations are disproportionately at-risk, including people affected by abuse, violence, poverty, unstable living situations, social disconnection, or discrimination**;** and

WHEREAS, the **Monterey County Rape Crisis Center** helps to prevent human trafficking by building individual, community, and societal understanding and resilience, reducing social inequities, and addressing the conditions that contribute to exploitation; and

WHEREAS, the **Monterey County Rape Crisis Center** is dedicated to ensuring anyone impacted by human trafficking can receive services that provide individualized care, understand the impact of trauma, and incorporate cultural and linguistic needs.

NOW, THEREFORE, BE IT RESOLVED that the Monterey County Board of Supervisors, on behalf of the County and all residents thereof, do hereby proclaim **January as National Human Trafficking Prevention Month in Monterey County,** and**;**

BE IT FUTHER RESOLVED that the Monterey County Board of Supervisors, on behalf of the County and all residents thereof, do hereby recognize and thank the **Monterey County Rape Crisis Center** for its efforts to prevent and respond to instances of human trafficking in Monterey County.

PASSED AND ADOPTED on this __ day of ____ 2024, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:

NOES:
ABSENT:

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

Dated:

Valeria Ralph, Clerk of the Board of Supervisors

County of Monterey, State of California

By _____

Deputy

County of Monterey

Board Report

Legistar File Number: CR 24-006

Item No.3

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

January 30, 2024

Introduced: 1/22/2024
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Roque Pinheiro on his retirement from the City of Pacific Grove. (Supervisor Adams)

BEFORE THE BOARD OF SUPERVISORS IN AND FOR THE COUNTY OF MONTEREY, STATE OF CALIFORNIA

Resolution No.
Resolution Recognizing **Roque Pinheiro**
on his retirement from the City of Pacific Grove

WHEREAS, Roque Pinheiro first came to Pacific Grove, California as a child in 1961 and has been a resident of the City of Pacific Grove his entire life. He was married in 1995 and raised his family in Pacific Grove; and

WHEREAS, Roque Pinheiro was hired by the City of Pacific Grove on February 1, 1989 as a Buildings and Grounds Maintenance Worker I. He was promoted several times, and ultimately promoted to his current position of Buildings and Grounds and Cemetery Supervisor on October 25, 2004 and has served the City and community for over thirty-five years; and

WHEREAS, Roque Pinheiro oversaw the City of Pacific Grove's numerous field maintenance programs through the years and was always available twenty-four hours a day/seven days a week for call-outs; and

WHEREAS, Roque Pinheiro oversaw the functions and operations of the buildings and facilities including City Hall, the Community Center, Public Works, Cemetery, Police Department, Fire Department, Youth Center, Library, Museum and all the Parks in the City. He supervised the maintenance, repair and development of City buildings, grounds, environmental control systems and wastewater, along with other Pacific Grove infrastructure; and

WHEREAS, Roque Pinheiro's exceptional work ethic, high level of technical skill and expertise, and long tenure have made him a valuable and knowledgeable resource for the City of Pacific Grove; and

WHEREAS, Roque Pinheiro oversaw the implementation and execution of hundreds, if not thousands of special community events in the City of Pacific Grove. All events were well-organized, with zero incidents over his tenure of event management.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey on behalf of all residents thereof, acknowledges, commends and thanks **Roque Pinheiro** for his many years of exemplary service to the residents of and visitors to the City of Pacific Grove, California.

AND BE IT FURTHER RESOLVED that the Board of Supervisors wishes him success, health and happiness in all future endeavors, and much joy in this well-deserved retirement.

PASSED AND ADOPTED this _____ day of _____, 2024, 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 _____, 2024.
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 24-007

Item No.4

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

January 30, 2024

Introduced: 1/24/2024
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring and recognizing California Highway Patrol Sergeant Jason McEwen for his exceptional service to the community and the State of California. (Supervisor Lopez)

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

Resolution No.
Honoring and recognizing California Highway Patrol **Sergeant Jason McEwen** for his exceptional service to the community and the State of California.

WHEREAS, Sergeant Jason McEwen graduated from the California Highway Patrol Academy, Cadet Training Class IIII-94 on October 17, 1994, and was appointed to the rank of Traffic Officer, beginning a journey of dedication that spanned nearly three decades; and

WHEREAS, Sergeant Jason McEwen was later transferred to San Luis Obispo in December of 2000, where he tirelessly worked to ensure the safety of California roadways; and

WHEREAS, during his tenure in the San Luis Obispo Area, **Sergeant Jason McEwen** demonstrated exceptional commitment and skill by locating and removing over two thousand impaired drivers from our roads while serving on the demanding graveyard shift, demonstrating his dedication to protecting the lives of the citizens he served; and

WHEREAS, in recognition of his exemplary service, **Sergeant Jason McEwen** was promoted to the rank of Sergeant in January 2018, marking a new chapter in his career as a supervisor in the King City Area; and

WHEREAS, Sergeant Jason McEwen's leadership, commitment, and unwavering dedication to duty have made him an invaluable asset to the community, the State of California, and the California Highway Patrol.

NOW, THEREFORE, BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all residents thereof, hereby extends their deepest appreciation to **Jason McEwen** for his service with the California Highway Patrol and commends him for his commitment and dedication to the County of Monterey as a whole and extends best wishes to him in all his future endeavors.

PASSED AND ADOPTED on this __ day of ____ 2024, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:

NOES:

ABSENT:

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

Dated: Valeria Ralph, Clerk of the Board of Supervisors

County of Monterey, State of California

By _____

Deputy

County of Monterey

Board Report

Legistar File Number: APP 24-007

Item No.5

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

January 30, 2024

Introduced: 1/23/2024
Version: 2

Current Status: Appointment
Matter Type: Appointment

Appoint Adriana Melgoza Ramirez to the Equal Opportunity and Civil Rights Advisor Commission as a League of United Latin American Citizens Representative with a term ending on December 31, 2026. (Nominated by the League of United Latin American Citizens)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Ruby Jacinto, Civil Rights Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: January 30, 2024

Appointment to the (Name of the Board, Commission or Committee): Equal Opportunity and Civil Rights Advisory Commission

Nominated by (Supervisor/District and or Association): League of United Latin American Citizens (LULAC)

North Monterey County Council, #2907

Representing (Primary, Alternate, At Large, Community Organization, etc.): League of United Latin American Citizens (LULAC)

Nominated Appointee:

Name: Adriana Melgoza Ramirez

Address:

Telephone number(s):

Cell:

Home:
Business:
Email:

Contact preference: ☐ USPS Mail or via ☒ Email

Reason for Nomination:

☒ New Appointment

Replacing Member: Christopher Barrera

☐ 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: January 30, 2024

Term: Start Date: 1/01/24 Expiration Date:12/31/26

EDUCATION:

SpadeWork Fellowship
In-Advance; August 2022 – November 2022

Hispanas Organizing for Political Equality (HOPE)
HOPE Institute; January 2018 – October 2018

Leadership Education and Development **(LEAD)**
Community Foundation of Monterey County; California State University Extended Education & International Programs January 2015 – December 2015

California State University, Monterey Bay
B.A. Degree in Human Communications; Concentration in Practical Professional Ethics; graduated with Distinction August 2006 – December 2010

AWARDS/RECOGNITIONS:

Human Rights Award – United Nations of Monterey County
Certificate of Recognition – Hispanas Organizing for Political Equality; *California State Senate, Tony G Atkins*
Certificate of Recognition – Hispanas Organizing for Political Equality; *California State Assembly, Anthony Rendon*
Award of Merit, Support Staff of 2013; *Legal Aid Association of California*
Certificate of Recognition – Planning of Fiesta Familiar de la Costa Central 2011; *California State Assembly I, Luis A. Alejo*
Service-Learning Award, Human Communication Major 2010 – *California State University, Monterey Bay, Seaside, CA*
Certificate of Graduation 2010– *Education Opportunity Program of Cal. State University, Monterey Bay*
Certificate of Completing Sessions - Neighborhood Leadership Institute 2004; *Community Foundation of Monterey County*

EMPLOYMENT EXPERIENCE:

Administrative Director – Watsonville Law Center
7/2023 – current

- Provide leadership, supervision, oversight and management of the agency and services as well as work with the Chief Executive Officer to develop funding and sustainability for the agency.
- Responsible for ensuring programs and services follow internal quality controls and ensuring programs staff provides timely and immediate supervision of non-attorney service delivery staff.
- Recruit, train and supervise volunteers, interns and pro-bono attorneys on office procedures and workflows.

Familias Con Mas Director – Ventures
11/2022 – present

- Direct and manage Familias con Mas, financial literacy, program including our Alas, Guarantee Income Project.
- Support programs and projects with a diverse array of stakeholder groups including community leaders, funders, internal staff, and families.
- Administration, budgeting, reporting, communication, education and outreach, social media, and evaluation efforts of the program.
- Supervise and coordinate activities of support staff, consultants, and/or volunteers engaged in the implementation and administration of program objectives.
- Collect and analyze data, prepare scheduled and special reports, maintain program/project records and statistical information.
- Field phone calls and emails from the community regarding programs and volunteer opportunities
- Lead, guide and train lower-level staff, student employees, volunteers, and/or interns, as appropriate

Director of Organizing and Education – Center for Community Advocacy
8/2021 – 11/2022

- The Director trains, monitors, and coordinates with CCA organizers from Housing, Health and Youth for Change to develop, implement and evaluate programs that assure CCA's mission and vision are met and fulfilled.
- Develop and implement curriculums as well as train others to implement curriculums.

- Work on advocacy and policy with direction from community
- In addition, the Director collaborates with the Executive Director on fundraising efforts.

Co-Director of Equity, Diversity, and Inclusion – Salud Para La Gente
2/2021 – Present

- Design, develop and integrate Equity, Diversity, and Inclusion of the organizations culture to work towards becoming and anti-racist organization.

Instructional Faculty - Temporary/Lecturer – Human Communication Department – California State University, Monterey Bay
1/2020 – present
Instructor for Human Communications 498: Legal Aid Internship for spring of 2020. HCOM 498 focuses on legal—a system through which under-served communities can gain access to legal services. Students learned more about the U.S. legal system, legal aid, ethics and legal services. Students received training in confidentiality, interviewing skills, record keeping, and working with diverse clients.

Chief Programs Officer – Watsonville Law Center
7/2019 – August 2021

- Provide leadership, supervision, oversight and management of the agency's programs and services as well as work with the Chief Executive Officer to develop funding and sustainability for the agency.
- Responsible for ensuring programs and services follow internal quality controls and ensuring programs staff provides timely and immediate supervision of non-attorney service delivery staff.
- Recruit, train and supervise volunteers, interns and pro-bono attorneys on office procedures and workflows.

Central Coast Coordinator – Northern California Rapid Response and Immigrant Defense Network
7/2018 – 6/2019

- Respond to immigration enforcement actions in Northern California, the Central Coast, and the Central Valley.
- Collaborate with local networks, organizers, and legal service providers in over 19 counties, ranging from the Central Valley to the Central Coast to San Francisco and the East Bay, to the North Bay and beyond.
- Recruit, train, and supervise community organizer and leaders who provide workshops to community on issues affecting the immigrant community with focus on undocumented individuals.
- Provide trainings on how detention and immigration system work to service providers from different organizations.
- Communication with Media, government, and other stakeholders regarding our work and issues impacting the immigrant community and people in detention.
- Statewide collaboration with organizations and community on issues affecting immigrants and detained individuals.

Clinic Manager -Watsonville Law Center
2013 – 6/2019

- Program management, case management and calendar management
- Assign and supervise work for staff, interns and volunteers.
- Maintain communication and collaborate with different agencies/organizations we work with.
- Assist executive director on grant reporting, grant evaluations, grant management.
- Recruit, train, and supervise interns, law students, work-study staff, and volunteers.
- Recruit pro-bono attorneys
- Casework, translation of documents, interpreter for clients and attorneys, data collection, implementation of systems.
- Under supervision of an attorney, assist clients in Labor Commissioner Hearings
- Community education on consumer, record clearance and employment legal rights.
- Under supervision of Attorney, conduct legal interviews and provide legal advice.
- Coordination of legal clinics, support for grant reporting and administrative support of projects.
- Participate in the teaching of HCOM 498: Legal Aid Internship class at CSU, Monterey Bay

Field Fellow – American Civil Liberties Union
7/2017 – June 2018

- Trainings & Public Education: deliver Know Your Rights and Family Preparedness Community Presentations to vulnerable community members across your region, including training community members to deliver these trainings in their communities. Train community leaders on conducting intake interviews. Participate in local, state, and federal advocacy on immigrants' rights issues.

- Trainings to become a legal observer to different members of community and organizations.
- Plan Development: Develop and implement protocols that local leaders can use to respond to immigration enforcement in their communities including monitoring and verifying ICE activity, providing community support, and activating the broader legal network for legal support for anyone who arrested by Immigration Customs Enforcement (ICE) or Customs and Border Patrol (CBP) or other local law enforcement
- Build Our Network and Referral List: help to develop a list of immigration legal services and family preparation referrals and circulate this information widely across your region. Build and support the creation of a local network of community leaders, service providers, and advocates working together to resist mass deportation practices.

Intern – Immigration Law Office of Karen Mallory
1/2017 – June 2017
- Under the supervision of an attorney, conduct intakes, prep case work to file u nonimmigrant visas.
- Under supervision of Attorney, conduct legal interviews and provide legal advice.

Community Outreach/Organizer - Community Information Center for Migrant Assistance/Immigration Action Group
7/2015 – June/July 2017
- Developing of relationship and partnership between organizations and related community organizations and agencies, on local, county and state levels.
- Organizing and advocating for current immigration issues
- Provide Know Your Rights Presentations and giving public presentations about the organizations' services and projects.
- Coordinating outreach events and attending community events
- Promote the agencies' meetings and inform others about meetings or workshops via email, phone, or in-person.
- Outreach to immigrant community for building leadership with special emphasis on youth
- Participate in fund development (including grant writing workshop)

Legal Assistant/Clinic Coordinator - Watsonville Law Center
9/2010 – 12/2012 Watsonville, CA
- Casework, translation of documents, interpreter for clients and attorneys, data collection, implementation of systems.
- Under supervision of Attorney, conduct legal interviews and provide legal advice.
- Coordination of legal clinics, support for grant reporting and administrative support of projects.

Bilingual Clerk - North Monterey County Unified School District
2007- 9/2010 Moss Landing, CA
- Maintain records of students and student's attendance. Send appropriate records to schools requesting records for students who have withdrawn. Update cumulative file for students.
- Develop attendance reports as required/requested. Assist other office staff (secretary, nurse, teacher, etc.) in answering phones, greeting the public and other routine activities as needed. Perform other duties as assigned.

Second Step Instructor - Echo Valley School
1/2006 - 12/2006 Salinas, CA
- Instructor teaching a violence prevention program that integrates social and emotional learning with academics.

LEADERSHIP/VOLUNTEER WORK:

Elected Board Member – North Monterey County Unified School District – December 2022 – present

Board Member – Community Foundation of the Monterey County – January 2021 – present

Community Representative - *CadaFamiliaCuenta* – March 2020 – 2022

Board Member – Am*erican Civil Liberties Union Santa Cruz Chapter* **–** October 2019 – 2021

Steering Committee Member – *California Rapid Response Network*, Office of Senator Kamala Harris – March 2017 – 2021

Steering Committee Representative – *California Collaborative for Immigrant Justice (formerly known as Northern California Rapid Response Network* – March 2017 – 2022

Founder and Organizer – *Monterey County Rapid Response Team* **-** March 2017 – 2022

Board Member – *Santa Cruz Community Ventures* **-** January 2017 – 2020

Board Member - *Castroville Coalition;* January 2017 – present

Appointed Board Member – *Land Use Advisory Committee;* August 2016 – June 2018

Administrator – *Castroville Coalition;* May 2015 – 2016

Vice-Chair – *NMC League of United Latin American Citizens; 2014-2022*

Elected Board Member - *Castroville Community Services District; December 2013-November 2022*
The Castroville Community Service District acts much like a small city government, managing utilities and services such as the water supply, sewer and storm drains, street lighting, recreational funding, open space, and street maintenance.

President – *Elkhorn Elementary Parent Teacher Group; 2013- June 2015*
Organization composed of parents, teachers and staff that facilitate parent involvement as well as planning of student activities.

Fundraiser Coordinator – *Elkhorn Elementary Parent Teacher Group; 2012- 2013*
Organization composed of parents, teachers and staff that facilitate parent involvement as well as planning of student activities.

Parent Representative - *School Site Council, Elkhorn Elementary; 2011-2016*
The school site council is a group of teachers, parents, classified employees, and students (at the high school level) that works with the principal to develop, review and evaluate school improvement programs and school budgets.

Treasure, Committee Member - *Fiesta Familiar de la Costa Central; 2010 – 2022*
Spanish parent conference designed for parents/family members of individuals with disabilities and/or special needs. Parents attend different workshops as well as gain information on resources for their families.

Legal Interviewer – *Watsonville Law Center; 2009 - 2010*
Under supervision of Attorney, conduct legal interviews and provide legal advice to low-income individuals of Santa Cruz, Monterey County and San Benito County.

Founder and Treasure - *Unidos Por Un Corazon Inocente Parent Support Group; 2010 – 2015*
Parent support group for parents/family members of individuals with disabilities/special needs. The group focuses on parent education, advocacy and children activities.

Vice-Chair, Parent Representative for North Monterey County Unified School District - *Special Education Local Plan Area, Community Advisory Committee; 2009-2011*
Members discuss topics of interest to parents and community members who take an active interest in all matters concerning special education in Monterey County. The CAC reviews and makes recommendations relating to the SELPA Local Plan and participates in other activities to support students with disabilities in our area. The CAC also assists SELPA in developing the parent education programs.

Co-Chair - *Mujeres De Maiz; 2008-2009*
Empower Latina women to continue with an education.

Vice President - *Castroville Community Computer Project; 2000-2015*
Mission is to bring technology to low-income families in Castroville, CA. We have placed about 10 computers in low-income households in town. The group has sent about 6 computers to the school of a small ranch in Michoacan, Mexico.

SKILLS

Bilingual – Spanish and English
Bicultural
Public Speaking
Develop Systems and Operations
Record keeping
Motivational Speaking
Supervision
Organizer
Curriculum Development and Implementation
Develop and Implement Policies
Training and Teaching
Community Engagement
Legal Studies
Legal Background

North Monterey County LULAC

LEAGUE OF UNITED LATIN AMERICAN CITIZENS

P.O. Box 1359, Castroville, CA 95012

President
Martha Chavarria

Vice President
Jordan Caballero

Treasurer
Aidee Fonseca

Secretary
Jocelyn Barrera

Scholarship Chair
Diana Jimenez

January 19, 2024

Juan P. Rodriguez, Civil Rights Officer
Monterey County Civil Rights Office
1441 Schilling Place – North Bldg.
Salinas, Ca. 93901

Subject: Letter of Recommendation for Adriana Melgoza Ramirez

Dear Mr. Rodriguez,

This letter is in support of Adriana's application and appointment to the Monterey County Equal Opportunity and Civil Rights Advisory Commission to represent the League of United Latin American Citizens (LULAC).

Sincerely,

Martha Chavarria,

Martha Chavarria, President
League of United Latin American Citizens (LULAC)
North Monterey County Council, #2907

County of Monterey

Board Report

Legistar File Number: OBM 24-011

Item No.6

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

January 30, 2024

Introduced: 1/24/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 24-012

Item No.7

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

January 30, 2024

Introduced: 1/24/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments
This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

Introduced: 1/19/2024
Version: 1

Current Status: Scheduled AM
Matter Type: Ordinance

Consider introducing, waiving reading, and setting February 13, 2024, at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Sections 10.41.010 and 10.41.040 of the Monterey County Code to increase fines for littering in unincorporated Monterey County.

Proposed California Environmental Quality Act (CEQA) Action: Consider finding that the adoption of this ordinance is categorically exempt per Section 15308 of the CEQA Guidelines because the action consists of creating regulations for the protection of the environment.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Find the adoption of this ordinance is categorically exempt per Section 15308 of the CEQA Guidelines because the action consists of creating regulations for the protection of the environment; and
b. Introduce, waive first reading, set February 13, 2024, at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Sections 10.41.010 and 10.41.040 of the Monterey County Code to increase fines for littering in unincorporated Monterey County.

SUMMARY/DISCUSSION:
Pursuant to Article XI, Section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations to protect the natural resources of the County and promote the public health, safety, and welfare of its citizens.

On November 28, 2023, the Monterey County Environmental Health Bureau provided an update to the Board of Supervisors in response to Board Referral No.2023-20 addressing litter fines. Staff were subsequently directed to proceed with amending Monterey County Code to add specific litter fines.

Current regulations are set forth in Monterey County Code Section 10.41.040 as follows:

"10.41.040- Litter Generally:

A. A person shall not throw or deposit, or cause to be thrown or deposited, any refuse upon any premises whatsoever except at a permitted disposal facility.
B. Transporting refuse in container used for burning. A person shall not transport refuse in any container that has been used for burning.
C. State Law Relative to Littering. The attention of all persons is directed to Section

374 et seq. of the Penal Code and other provisions of the laws of the State prohibiting the littering of public highways."

As Chapter 10.41 does not set forth a specific fine for violations of these regulations, such violations are subject to general fines as currently set forth in Monterey County Code Section 1.22.100, "Administrative Citations and Fines," which imposes administrative fines for violations in the amount of $100 for a first violation, $200 for a second violation within a year, and $500 for a third violation within a year.

Board Referral No. 2023.20 seeks to amend Monterey County Code to increase fines to deter littering, prevent illegal dumping, promote an enjoyable environment, and protect our natural resources. The purpose of amending the code is to facilitate an effective response to holding those responsible for illegal dumping and littering by clarifying code violations, increasing penalties, and updating language to emphasize local roles and responsibilities.

Illegal dumping and littering of solid waste and refuse is a common, repeated and increasing occurrence despite regulatory and service-related activities performed by the County of Monterey's various departments and agencies. Residents and local groups of ordinary citizens who volunteer their own personal time and efforts to clean up after those who break the law, do not deter law breakers. Many jurisdictions understand that public education and physical eradication efforts also require a robust enforcement element for an effective system to succeed.

A survey of littering fines for five counties was conducted with fines ranging from $100 to $10,000.

Location	**1st**	**2nd**	**3rd**
San Jose	$2500	$5000	$10,000
Santa Cruz	$100	$200	$500
San Benito	$2500	$5000	$10,000
San Luis Obispo	-	-	-
Fresno	Public Resources Code	Public Resources Code	Public Resources Code

First, to clearly set forth those County officials who are empowered to enforce this regulation, Staff recommend that the definition of "Enforcement Official" be added to the definitions section of 10.41.010 in its alphabetically appropriate location as new subsection G, and that all subsequent definition subsections be correctly re-alphabetized, as that this definition read as follows:

"<u>"Enforcement Official" means any officer, employee, or agent of the County or any deputy or designee of such officer, employee, or agent that is charged with responsibility for enforcement of any provision of this Code.</u>"

Monterey County Code Section 10.41.040 be amended to read as follows:

"10.41.040- Litter Generally:

A. A person shall not throw or deposit, or cause to be thrown or deposited, any refuse upon any premises whatsoever except at a permitted disposal facility.

B. Transporting refuse in container used for burning. A person shall not transport refuse in any container that has been used for burning.
C. State Law Relative to Littering. The attention of all persons is directed to Section 374 et seq. of the Penal Code and other provisions of the laws of the State prohibiting the littering of public highways.
D. Violations. The Enforcement Official may issue an administrative citation for the violation of this Section as a civil penalty as follows:
   1. The first violation shall be punishable by a fine of not more than two thousand five hundred dollars ($2,500).
   2. The second violation during a twelve (12) month period shall be punishable by a fine of not more than five thousand dollars ($5,000).
   3. The third, and any subsequent, violation during a twelve (12) month period shall be punishable by a fine of not more than ten thousand dollars ($10,000)."

These amendments will assist any responding County agency that would encounter littering. The proposed increased fines are intended to be a deterrent to littering not an unintended financial burden. Ideally, a first offense will not warrant a subsequent second or third fine.

It is worth noting that other jurisdictions, within California and other states, have discussed the benefits of implementing fines at the statewide Illegal Dumping Conference. This conference highlights "the three E's" of education, eradication, and enforcement as the best approach for addressing illegal dumping. Locally, the Illegal Dumping Litter Abatement Task Force, known as IDLATF, has modeled its subcommittees after this three-pronged approach. The Education & Outreach subcommittee has worked on distributing a quarterly newsletter, creating media posts/videos, promoting the Disposal Voucher Program, and more as part of the efforts to continuously educate the public on why they shouldn't illegally dump and alternatives to illegal dumping. The Eradication subcommittee has hosted regular community cleanups throughout the County, collaborating with franchise solid waste haulers who also host cleanup events for residents, and working with Public Works to clean up illegal dumpsites, and more. The Enforcement and Eradication subcommittees have been developing a pilot surveillance program and implementing significant fines for illegal dumping/litter will strengthen enforcement efforts through distinct consequences to illegal dumping.

The Education and Outreach subcommittee's efforts are provided in multiple languages. The pilot surveillance programs of the Enforcement and Eradication subcommittees emphasize efforts in underserved communities, activities which mirror efforts of the Environmental Health Bureau.

This activity supports the Monterey County Health Department 2018-2024 Strategic Plan Goals: 1) Empower the community to improve health; 2) Enhance community health and safety through prevention. This activity also supports two of the ten essential public health services specifically: 5. Develop policies and plans that support individual and community health efforts and 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has approved this ordinance as to form.

FINANCING:
Adoption of the ordinance itself will not have direct financial impacts. Costs for implementation, enforcement, public outreach, and education will be covered through existing department budgets.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed ordinance supports the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☒ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☒ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, Management Analyst III, 796-1297

Approved by:

_____Date_____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
A - Draft ordinance (redline)
B - Draft ordinance (clean)

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County of Monterey

Board Report

Legistar File Number: ORD 24-001

Item No.

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

January 30, 2024

Introduced: 1/19/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

Consider introducing, waiving reading, and setting February 13, 2024, at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Sections 10.41.010 and 10.41.040 of the Monterey County Code to increase fines for littering in unincorporated Monterey County.

Proposed California Environmental Quality Act (CEQA) Action: Consider finding that the adoption of this ordinance is categorically exempt per Section 15308 of the CEQA Guidelines because the action consists of creating regulations for the protection of the environment.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Find the adoption of this ordinance is categorically exempt per Section 15308 of the CEQA Guidelines because the action consists of creating regulations for the protection of the environment; and

b. Introduce, waive first reading, set February 13, 2024, at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Sections 10.41.010 and 10.41.040 of the Monterey County Code to increase fines for littering in unincorporated Monterey County.

SUMMARY/DISCUSSION:

Pursuant to Article XI, Section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations to protect the natural resources of the County and promote the public health, safety, and welfare of its citizens.

On November 28, 2023, the Monterey County Environmental Health Bureau provided an update to the Board of Supervisors in response to Board Referral No.2023-20 addressing litter fines. Staff were subsequently directed to proceed with amending Monterey County Code to add specific litter fines.

Current regulations are set forth in Monterey County Code Section 10.41.040 as follows:

> "10.41.040- Litter Generally:
>
> A. A person shall not throw or deposit, or cause to be thrown or deposited, any refuse upon any premises whatsoever except at a permitted disposal facility.
> B. Transporting refuse in container used for burning. A person shall not transport refuse in any container that has been used for burning.
> C. State Law Relative to Littering. The attention of all persons is directed to Section 374 et seq. of the Penal Code and other provisions of the laws of the State prohibiting the littering of public highways."

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As Chapter 10.41 does not set forth a specific fine for violations of these regulations, such violations are subject to general fines as currently set forth in Monterey County Code Section 1.22.100, "Administrative Citations and Fines," which imposes administrative fines for violations in the amount of $100 for a first violation, $200 for a second violation within a year, and $500 for a third violation within a year.

Board Referral No. 2023.20 seeks to amend Monterey County Code to increase fines to deter littering, prevent illegal dumping, promote an enjoyable environment, and protect our natural resources. The purpose of amending the code is to facilitate an effective response to holding those responsible for illegal dumping and littering by clarifying code violations, increasing penalties, and updating language to emphasize local roles and responsibilities.

Illegal dumping and littering of solid waste and refuse is a common, repeated and increasing occurrence despite regulatory and service-related activities performed by the County of Monterey's various departments and agencies. Residents and local groups of ordinary citizens who volunteer their own personal time and efforts to clean up after those who break the law, do not deter law breakers. Many jurisdictions understand that public education and physical eradication efforts also require a robust enforcement element for an effective system to succeed.

A survey of littering fines for five counties was conducted with fines ranging from $100 to $10,000.

Location	**1st**	**2nd**	**3rd**
San Jose	$2500	$5000	$10,000
Santa Cruz	$100	$200	$500
San Benito	$2500	$5000	$10,000
San Luis Obispo	-	-	-
Fresno	Public Resources Code	Public Resources Code	Public Resources Code

First, to clearly set forth those County officials who are empowered to enforce this regulation, Staff recommend that the definition of "Enforcement Official" be added to the definitions section of 10.41.010 in its alphabetically appropriate location as new subsection G, and that all subsequent definition subsections be correctly re-alphabetized, as that this definition read as follows:

> "<u>"Enforcement Official" means any officer, employee, or agent of the County or any deputy or designee of such officer, employee, or agent that is charged with responsibility for enforcement of any provision of this Code.</u>"

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D. Violations. The Enforcement Official may issue an administrative citation for the violation of this Section as a civil penalty as follows:

1. The first violation shall be punishable by a fine of not more than two thousand five hundred dollars ($2,500).
2. The second violation during a twelve (12) month period shall be punishable by a fine of not more than five thousand dollars ($5,000).
3. The third, and any subsequent, violation during a twelve (12) month period shall be punishable by a fine of not more than ten thousand dollars ($10,000)."

These amendments will assist any responding County agency that would encounter littering. The proposed increased fines are intended to be a deterrent to littering not an unintended financial burden. Ideally, a first offense will not warrant a subsequent second or third fine.

It is worth noting that other jurisdictions, within California and other states, have discussed the benefits of implementing fines at the statewide Illegal Dumping Conference. This conference highlights "the three E's" of education, eradication, and enforcement as the best approach for addressing illegal dumping. Locally, the Illegal Dumping Litter Abatement Task Force, known as IDLATF, has modeled its subcommittees after this three-pronged approach. The Education & Outreach subcommittee has worked on distributing a quarterly newsletter, creating media posts/videos, promoting the Disposal Voucher Program, and more as part of the efforts to continuously educate the public on why they shouldn't illegally dump and alternatives to illegal dumping. The Eradication subcommittee has hosted regular community cleanups throughout the County, collaborating with franchise solid waste haulers who also host cleanup events for residents, and working with Public Works to clean up illegal dumpsites, and more. The Enforcement and Eradication subcommittees have been developing a pilot surveillance program and implementing significant fines for illegal dumping/litter will strengthen enforcement efforts through distinct consequences to illegal dumping.

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OTHER AGENCY INVOLVEMENT:

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The Office of the County Counsel has approved this ordinance as to form.

FINANCING:
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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed ordinance supports the related Board of Supervisors Strategic Initiatives:

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- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

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- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

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- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, Management Analyst III, 796-1297

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date 1/22/2024 | 10:33 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
A - Draft ordinance (redline)
B - Draft ordinance (clean)

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING SECTIONS 10.41.010 AND 10.41.040 OF THE MONTEREY COUNTY CODE TO INCREASE FINES FOR LITTERING

County Counsel Summary

This ordinance amends Sections 10.41.010 and 10.41.040 of the Monterey County Code, authorizing the newly defined Enforcement Official to impose tiered fines for littering violations as an administrative citation with the first violation punishable by a civil penalty of not more than $2,500, the second violation within 12 months punishable by a civil penalty of not more than $5,000, and the third violation within 12 months punishable by a civil penalty of not more than $10,000.

The Board of Supervisors of the County of Monterey hereby ordains as follows:

SECTION 1. FINDINGS

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. The Board of Supervisors recognizes that illegal dumping and littering have significant negative impacts on the health, safety, and welfare of the citizens of Monterey County.

C. The Board of Supervisors further recognizes that illegal dumping and littering in Monterey County have significant deleterious effects on the environment and on the unique natural resources and wildlife present within the County.

D. This ordinance protects the public health, safety, and welfare, and that of the natural resources of the County and the environment, by providing for the enforcement of violations of Chapter 10.41, which prohibits littering and dumping generally, via an enhanced fine structure.

D. This ordinance is exempt under the California Environmental Quality Act ("CEQA") per CEQA Guidelines Section 15308 because the ordinance is an action taken by the County to assure the enhancement and protection of the environment and involves procedures for protection of the environment.

SECTION 2. Section 10.41.010 of the Monterey County Code is hereby amended to read as follows:

In this Chapter, unless the context otherwise requires:

A. "Approved container" means a watertight can with close-fitting cover, side bail handles, and a capacity of twenty (20) gallons through ninety-six (96) gallons.

B. "Board" means the Board of Supervisors of the County of Monterey.

C. "Commercial solid waste" means refuse generated by stores, shops, offices, restaurants, hospitals, and any commercial, industrial or agricultural establishment.

D. "County" means the unincorporated area of the County of Monterey.

E. "Debris" means rubbish resulting from construction, demolition or alteration of any building or structure, including brick, mortar, wood and glass.

F. "Disposal facility" includes any place, location, tract of land, area or premises permitted by the Monterey County Health Department and approved by the California Integrated Management Board to be used for disposal of solid wastes.

G. "Enforcement Official" means any officer, employee, or agent of the County or any deputy or designee of such officer, employee, or agent that is charged with responsibility for enforcement of any provision of this Code.

HG. "Food waste" means all institutional, residential, and commercial food product waste.

IH. "Franchisee" means a person who has been granted a franchise by the Board to collect and haul refuse for hire.

JI. "Garbage" means all putrescible waste, all animal or vegetable refuse or residue, and all wrappers, packing materials and containers that result from the preparation or care for, or treatment of, food stuffs intended to be used as food. "Garbage" includes all putrescible wastes resulting from the preparation or handling of food for human consumption, or any decayed or unsound meat, fish, fruit or vegetable.

KJ. "Green waste" means all grass clippings, leaves, branches, tree trunks, and other yard waste generated by residential and commercial property owners.

LK. "Hazardous waste" means a waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may either cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness or pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

ML. "Director of Health" means the Director of the Monterey County Health Department or his or her designee.

NM. "Household hazardous waste" means any hazardous waste generated incidental to owning or maintaining a place of residence. "Household hazardous waste" includes pesticides, waste motor oil and antifreeze, car batteries, pains and related products, acids, and cleaners.

"Household hazardous waste" does not include any waste generated in the course of operating a business at a residence.

ON. "Itinerant trash hauler" means a person collecting and hauling trash.

PO. "Lost income discount" means a discount of thirty (30) percent (LifeLine) off the first approved container from the curbside refuse collection rate for property owners with incomes that fall below the Federal Poverty Guidelines.

QP. "Mandatory collection area" means a geographical area designated or specified in this Chapter or by resolution of the Board in which solid waste collection services must acquired from the franchisee by all residential, multi-residential and commercial establishments which generate solid waste in the County.

RQ. "Owner" means owner of record of a parcel of land in the County.

SR. "Permittee" means a person who has been issued a permit pursuant to this Chapter by the Health Department who collects refuse for hire.

TS. "Person" includes an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

UT. "Putrescible waste" means organic matter with a decomposition capacity to emit noticeable quantities of odor and gaseous byproducts, including kitchen waste, yard waste, dead animals and food waste.

VU. "Recyclables" means solid waste which is aluminum, glass, paper, newspaper, cardboard, plastic, ferrous metal, white goods, yard or green waste and other materials that would otherwise become solid waste which can be processed and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

WV. "Refuse" means both garbage and rubbish.

XW. "Registered hazardous waste hauler" means a registered hazardous waste hauler as defined in Section 66176 of Title 22 of the California Administrative Code while engaged in the hauling of hazardous waste.

YX. "Rubbish" means nonputrescible waste, including unusable, unwanted or discarded material resulting from normal community, business or residential activities, or materials which by their presence may injuriously affect the health, safety and comfort of persons or may depreciate property values in is vicinity, or both, including any rubbish having any salvage value. "Rubbish" does not include discarded appliances, furniture, bulky items that cannot and will not be readily placed in an approved container and materials generated by the owner and held by the owner to be salvaged for reuse or recycling.

ZY. "Solid waste" means all putrescible and non-putrescible solid, semisolid and liquid wastes, accumulated or delivered for collection and disposal or recycling within the County,

including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts of abandoned vehicles, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid waste, and other discarded solid or semisolid wastes. "Solid waste" does not include hazardous waste or radioactive wastes regulated under Health and Safety Code Section 114960 et seq., or medical wastes which are regulated under Health and Safety Code Section 117600 et seq.

AA~~Z~~. "Source separation" means the separation or segregation of solid waste, at the place of generation or production of wastes and resources for separate collection, processing, recycling, reuse or recovery or disposal.

BB~~AA~~. "Trash" means nonputrescible waste, including discarded appliances, furniture, and similar bulky items which cannot be readily placed in an approved container but excluding debris, commercial solid waste, garbage and rubbish.

CC~~BB~~. "Yard waste" means leaves, grass, weeds and wood materials from trees and shrubs.

SECTION 3. Section 10.41.040 of the Monterey County Code is hereby amended to read as follows:

A. A person shall not throw or deposit, or cause to be thrown or deposited, any refuse upon any premises whatsoever except at a permitted disposal facility.

B. Transporting refuse in container used for burning. A person shall not transport refuse in any container that has been used for burning.

C. State Law Relative to Littering. The attention of all persons is directed to Section 374 *et seq.* of the Penal Code and other provisions of the laws of the State prohibiting the littering of public highways.

D. Violations. The Enforcement Official may issue an administrative citation for the violation of this Section as a civil penalty as follows:

1. The first violation shall be punishable by a fine of not more than two thousand five hundred dollars ($2,500).

2. The second violation during a twelve (12) month period shall be punishable by a fine of not more than five thousand dollars ($5,000).

3. The third, and any subsequent, violation during a twelve (12) month period shall be punishable by a fine of not more than ten thousand dollars ($10,000).

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of

the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED on this ___ day of _____, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Glenn Church, Chair
Monterey County Board of Supervisors

A T T E S T:

Valerie Ralph
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM BY:

_____
Kelly L. Donlon
Assistant County Counsel

ORDINANCE NO. _____

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County Counsel Summary

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The Board of Supervisors of the County of Monterey hereby ordains as follows:

SECTION 1. FINDINGS

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. The Board of Supervisors recognizes that illegal dumping and littering have significant negative impacts on the health, safety, and welfare of the citizens of Monterey County.

C. The Board of Supervisors further recognizes that illegal dumping and littering in Monterey County have significant deleterious effects on the environment and on the unique natural resources and wildlife present within the County.

D. This ordinance protects the public health, safety, and welfare, and that of the natural resources of the County and the environment, by providing for the enforcement of violations of Chapter 10.41, which prohibits littering and dumping generally, via an enhanced fine structure.

D. This ordinance is exempt under the California Environmental Quality Act ("CEQA") per CEQA Guidelines Section 15308 because the ordinance is an action taken by the County to assure the enhancement and protection of the environment and involves procedures for protection of the environment.

SECTION 2. Section 10.41.010 of the Monterey County Code is hereby amended to read as follows:

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D. "County" means the unincorporated area of the County of Monterey.

E. "Debris" means rubbish resulting from construction, demolition or alteration of any building or structure, including brick, mortar, wood and glass.

F. "Disposal facility" includes any place, location, tract of land, area or premises permitted by the Monterey County Health Department and approved by the California Integrated Management Board to be used for disposal of solid wastes.

G. "Enforcement Official" means any officer, employee, or agent of the County or any deputy or designee of such officer, employee, or agent that is charged with responsibility for enforcement of any provision of this Code.

H. "Food waste" means all institutional, residential, and commercial food product waste.

I. "Franchisee" means a person who has been granted a franchise by the Board to collect and haul refuse for hire.

J. "Garbage" means all putrescible waste, all animal or vegetable refuse or residue, and all wrappers, packing materials and containers that result from the preparation or care for, or treatment of, food stuffs intended to be used as food. "Garbage" includes all putrescible wastes resulting from the preparation or handling of food for human consumption, or any decayed or unsound meat, fish, fruit or vegetable.

K. "Green waste" means all grass clippings, leaves, branches, tree trunks, and other yard waste generated by residential and commercial property owners.

L. "Hazardous waste" means a waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may either cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness or pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

M. "Director of Health" means the Director of the Monterey County Health Department or his or her designee.

N. "Household hazardous waste" means any hazardous waste generated incidental to owning or maintaining a place of residence. "Household hazardous waste" includes pesticides, waste motor oil and antifreeze, car batteries, pains and related products, acids, and cleaners.

"Household hazardous waste" does not include any waste generated in the course of operating a business at a residence.

O. "Itinerant trash hauler" means a person collecting and hauling trash.

P. "Lost income discount" means a discount of thirty (30) percent (LifeLine) off the first approved container from the curbside refuse collection rate for property owners with incomes that fall below the Federal Poverty Guidelines.

Q. "Mandatory collection area" means a geographical area designated or specified in this Chapter or by resolution of the Board in which solid waste collection services acquired from the franchisee by all residential, multi-residential and commercial establishments which generate solid waste in the County.

R. "Owner" means owner of record of a parcel of land in the County.

S. "Permittee" means a person who has been issued a permit pursuant to this Chapter by the Health Department who collects refuse for hire.

T. "Person" includes an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

U. "Putrescible waste" means organic matter with a decomposition capacity to emit noticeable quantities of odor and gaseous byproducts, including kitchen waste, yard waste, dead animals and food waste.

V. "Recyclables" means solid waste which is aluminum, glass, paper, newspaper, cardboard, plastic, ferrous metal, white goods, yard or green waste and other materials that would otherwise become solid waste which can be processed and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

W. "Refuse" means both garbage and rubbish.

X. "Registered hazardous waste hauler" means a registered hazardous waste hauler as defined in Section 66176 of Title 22 of the California Administrative Code while engaged in the hauling of hazardous waste.

Y. "Rubbish" means nonputrescible waste, including unusable, unwanted or discarded material resulting from normal community, business or residential activities, or materials which by their presence may injuriously affect the health, safety and comfort of persons or may depreciate property values in is vicinity, or both, including any rubbish having any salvage value. "Rubbish" does not include discarded appliances, furniture, bulky items that cannot and will not be readily placed in an approved container and materials generated by the owner and held by the owner to be salvaged for reuse or recycling.

Z. "Solid waste" means all putrescible and non-putrescible solid, semisolid and liquid wastes, accumulated or delivered for collection and disposal or recycling within the County,

including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts of abandoned vehicles, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid waste, and other discarded solid or semisolid wastes. "Solid waste" does not include hazardous waste or radioactive wastes regulated under Health and Safety Code Section 114960 et seq., or medical wastes which are regulated under Health and Safety Code Section 117600 et seq.

AA. "Source separation" means the separation or segregation of solid waste, at the place of generation or production of wastes and resources for separate collection, processing, recycling, reuse or recovery or disposal.

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3. The third, and any subsequent, violation during a twelve (12) month period shall be punishable by a fine of not more than ten thousand dollars ($10,000).

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of

the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED on this ___ day of _____, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Glenn Church, Chair
Monterey County Board of Supervisors

A T T E S T:

Valerie Ralph
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM BY:

_____
Kelly L. Donlon
Assistant County Counsel

Introduced: 1/22/2024 **Current Status:** Agenda Ready

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

a. Receive a presentation on two (2) proposed projects for the Encampment Resolution Funding Round Three (ERF-3-R) opportunity offered through the California Interagency Council on Homelessness;
b. Approve the submission of the Encampment Resolution Funding Application to assist with housing of people living in Salinas River encampments in the City of Soledad;
c. Approve the submission of the Encampment Resolution Funding Application to assist with housing of people living in Salinas River encampments in the City of King City; and,
d. Authorize the County Administrative Officer, or designee to execute all necessary documents required to be awarded for one or both Encampment Resolution Funding allocations.

RECOMMENDATION:

a. Receive a presentation on two (2) proposed projects for the Encampment Resolution Funding Round Three (ERF-3-R) opportunity offered through the California Interagency Council on Homelessness;
b. Approve the submission of the Encampment Resolution Funding Application to assist with housing of people living in Salinas River encampments in the City of Soledad;
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SUMMARY/DISCUSSION:

The County Administrative Office, Homeless Services Program (CAO-HS) recommends the Board of Supervisors approve the submission of two (2) ERF-3-R applications to assist with the housing of people living along the Salinas River in Soledad and King City as outlined in the presentation (Attachment A).

In March 2023, Encampment Resolution Funding Round 3 (ERF-3-R) was authorized through Senate Bill (SB) 197 (Chapter 70, Statutes of 2022), and enacted under Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (sections 50250 et seq.) The ERF Program was established in 2022 to increase collaboration between the California Interagency Council on Homelessness (CAL-ICH), local jurisdictions, and continuums of care (CoC's) to accomplish the following:

- Assist Local Jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.

- Provide grants to Local Jurisdictions and CoCs to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

The $400 million allocated by the 2023-2024 State budget for ERF-3-R was appropriated by SB 101 (Chapter 12, Statute of 2023) for initial disbursement to be allocated to jurisdictions that applied for ERF-2-R who met all the program requirements but were unable to receive awards due to insufficient funds. The Notice of Funds Availability (NOFA) of ERF-3-R makes the remaining $298,747,574 available for awards through a rolling application process. Applications will be accepted on a rolling basis until June 30, 2024, or until funds are depleted, whichever occurs first. Up to 50 percent of the $400 million appropriated will be prioritized for proposals that serve people living in encampments on state right of way. If awarded, funding is available for 2 years and must be fully expended no later than June 30, 2027.

The ERF-3-R program will fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments along the Salinas River in both Soledad and King City. Resolving these experiences of homelessness will address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches that is required per the NOFA (Attachment B).

The Salinas River encampments in Soledad and King City were considerably impacted by the 2023 January storms, a federally declared disaster (DR-4683). The people living along the Salinas riverbed were displaced for several days and lost most of their personal belongings, leaving significant amounts of trash and debris, including two abandoned vehicles in the riverbed. These are two significant encampments that overlap unincorporated areas of the County, city jurisdictions, and on public and private lands. Both encampments pose health and safety risks for people living in and surrounding the sites and are being proposed as potential sites for the ERF-3-R project proposals as described in the presentation.

The Community Health Engagement (CHE) outreach team has been working with individuals living along the Salinas River in both Soledad and King City to understand the varying level of needs the encamped occupants are experiencing. The Cities of King and Soledad have identified nearly 80 individuals interested in participating in the ERF program, should the County be funded. The CAO-HS is actively seeking service provider partnerships to include in the ERF proposals in partnership with the City of Soledad and the City of King City (Cities).

The Cities' encampments continue to be a major health and safety concern and is subject to clean-ups annually to protect people living in the river and surrounding communities from the threat of flood. Homeless services in S. Monterey County are limited and the people often return to the river once the rain season subsides.

Therefore, it is recommended the Salinas River encampments in Soledad and King City be the target focus of the ERF-3-R application window one (1) to be submitted by January 30, 2024. and will be reviewed after all applications have been submitted by January 30, 2024. ERF-3-R window one (1) awards will be announced no later than March 2024.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office anticipates collaborating with the Water Resources Agency, Department of Social Services, Sheriff's Department, partner city municipalities (including Police and Fire departments), Coalition of Homeless Services Providers, and other community-based organizations.

FINANCING:
This action does not impact the General Fund. The total project expenses funded by ERF-3-R are estimated for each project proposal to between $6,000,000 and $8,000,000. The total project expenses estimated for both project proposals are between $12,000,000 and $16,000,000 of which the County could earn a 5% administrative fee between $600,000 and $800,000 for both proposals. These proposed projects include temporary shelter, a path to permanent housing, and outreach. The total proposal amounts are determined based upon site selection, availability of leveraged resources near the encampment, and overall project design. The County will administer the grant but will hold no responsibility for the sustainability of the project after the grant term expires. The Cities agree to assume responsibility for expenses incurred after the grant is fully expended for their respective project proposal. Both the County and Cities will work with a Managed Care Provider to identify additional funding resources for each project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This initiative correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by working collaboratively to address and develop a plan for ending homelessness.

Mark a check to the related Board of Supervisors Strategic Initiatives

__ Economic Development
__ Administration
X Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Sarah Federico, Management Analyst II, x5341
Roxanne Wilson, County Homeless Services Director, x5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

Attachments:
A. Presentation on Encampment Resolution Funding 3-R Proposed Sites
B. Encampment Resolution Funding 3-R program NOFA

DocuSign Envelope ID: 1384A5A4-9773-4380-A238-FFDBAE450BDC

Introduced: 1/22/2024 **Current Status:** Agenda Ready

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

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Prepared by: Sarah Federico, Management Analyst II, x5341
Roxanne Wilson, County Homeless Services Director, x5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

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Presented By:
Roxanne V. Wilson

ENCAMPMENT RESOLUTION FUNDING PROGRAM 3-R

State of California
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

ERF BACKGROUND

- In 2022, the State established the Encampment Resolution Fund (ERF)
- Intended to increase collaboration between the California Interagency Council on Homelessness (CAL-ICH), local jurisdictions, and continuums of care (CoC's) to:
  - Assist Local Jurisdictions in ensuring the safety and wellness in encampments
  - Resolve critical concerns and transition individuals into safe and stable housing
  - Encourage a data-informed, coordinated approach to address encampment concerns
- The County has previously received ERF awards and has implementation experience
- ERF-3 grants will be awarded on a first come first serve basis
- **$298,747,574** is made available through this NOFA



TIMELINE

Table, ERF-3-R Events	Responsible Party	Date(s)
NOFA Release Date	Cal ICH	11/27/2023
Application Release Date	Cal ICH	11/27/2023
Application Window #1	Applicant	11/27/23 - 01/31/24
Review and Award Window #1 Applications	Cal ICH	02/01/24 - 03/31/24
Application Window #2	Applicant	02/01/24 - 04/30/24
Review and Award Window #2 Applications	Cal ICH	05/01/24-06/30/24
Application Window #3	Applicant	05/01/24-06/30/24
Review and Award Window #3 Applications	Cal ICH	07/01/24 - 08/31/24
Deadline to **Expend** 50% of Allocation	Applicant	06/30/2025
Deadline to **Obligate** 100% of Allocation	Applicant	06/30/2025
Deadline to **Expend** 100% of Allocation	Applicant	06/30/2027



ELIGIBLE USE CATEGORIES

- ✓ Delivery of Permanent Housing and Innovative Housing Solutions
- ✓ Rapid Rehousing
- ✓ Prevention and Shelter Diversion
- ✓ Operating Subsidies – Permanent and Interim Housing
- ✓ Interim Housing
- ✓ Improvements to Interim Housing
- ✓ Street Outreach
- ✓ Service Coordination
- ✓ Systems Support
- ✓ 5% Administrative Costs



2022 POINT IN TIME COUNT

	UNSHELTERED			SHELTERED			TOTAL			
JURISDICTION	2017	2019	2022	2017	2019	2022	2017	2019	2022	'19-'22 % change
Total Incorporated	1,692	1,492	1,089	724	560	652	2,416	2,052	1,741	**-15%**
Monterey	292	167	74	46	37	27	338	204	101	**-50%**
Salinas	1,097	976	777	264	206	288	1,361	1,182	1,065	**-10%**
Marina	51	98	81	356	261	275	407	396	356	**-10%**
Seaside	40	126	90	58	56	62	98	182	152	**-16%**
Sand City	31	8	3	0	0	0	31	8	3	*
Gonzales	0	21	0	0	0	0	0	21	0	*
Pacific Grove	35	14	29	0	0	0	35	14	29	*
King City	0	27	18	0	0	0	0	27	18	*
Greenfield	6	14	2	0	0	0	6	14	2	*
Del Rey Oaks	111	0	2	0	0	0	111	0	2	*
Carmel	16	6	1	0	0	0	16	6	1	*
Soledad	13	35	12	0	0	0	13	35	12	*
Total Unincorporated	421	338	268	0	32	38	419	370	306	**-17%**
Total	**2,113**	**1,830**	**1,357**	**724**	**592**	**690**	**2,837**	**2,422**	**2,047**	**-15%**



KING CITY

Goals:

1) To attempt to save the Homekey site, ideally working with a new developer
2) Avoid the displacement of people currently staying in motels
3) Avoid the re-establishment of the Salinas River encampment
4) Resolve King City's unsheltered issue
5) Provide safe, affordable, permanent housing to former encampment occupants
6) Formalize partnership with the City

The Application will contain funding for:

- Motel Vouchers
- Acquisition & Construction
- Operating Subsidies
- Case Management



SOLEDAD

Goals:

1) Permanently resolve the encampment on the Salinas River
2) Resolve Soledad's and Unincorporated County unsheltered issue
3) Provide a pathway to safe, permanent housing to encampment occupants, including families and unaccompanied adults
4) Formalize partnership with City of Soledad

The Application will contain funding for:

- Motel Vouchers
- Acquisition & Construction to build a tiny village on Los Coches
- Operating Subsidies
- Diversion
- Rapid Re-Housing
- Case Management





QUESTIONS?

State of California
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

California Interagency Council on Homelessness

Encampment Resolution Funding Program, Round 3, Rolling Application (ERF-3-R)

Notice of Funding Availability (NOFA)

November 27, 2023

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DATE:	**November 27, 2023**
MEMORANDUM FOR	**ALL ELIGIBLE APPLICANTS**
FROM:	**Meghan Marshall, Executive Officer** **California Interagency Council on Homelessness**
SUBJECT:	**NOTICE OF FUNDING AVAILABILITY (NOFA)** **Encampment Resolution Funding (ERF-3-R)**

I. GRANT OVERVIEW

The California Interagency Council on Homelessness (Cal ICH) is pleased to announce the availability of Round 3 of the Encampment Resolution Funding (ERF) Program.

California appropriated $400 million to fund ERF-3. ERF-3's initial disbursement (ERF-3-L) was allocated to jurisdictions that applied for ERF-2-R, met all the program requirements, but were unable to receive awards under Round 2 due to insufficient funds. This NOFA makes the remaining $298,747,574.33 available for awards through a rolling application process (ERF-3-R). Applications will be accepted on a rolling basis until June 30, 2024, or until funds are depleted, whichever occurs first. Up to 50 percent of the $400 million appropriated will be prioritized for proposals that serve people living in encampments on state right of way.

A. Authority

ERF-3 was authorized in 2022 through Senate Bill 197 (Chapter 70, Statutes of 2022), enacted under Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (sections 50250 et seq.). The $400 million for this third round was appropriated by SB 101 (Chapter 12, Statute of 2023). ERF was established to increase collaboration between Cal ICH, Local Jurisdictions, and Continuumsof Care (CoCs) for the following purposes:

- Assist Local Jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
- Provide grants to Local Jurisdictions and CoCs to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

B. Background

Cal ICH was created in 2017 to oversee the implementation of Housing First policies, guidelines, and regulations to reduce the prevalence and duration of

homelessness in California. Cal ICH's mission is to develop policies and to identify and coordinate resources, benefits, and services to prevent and work toward ending homelessness in California.

The ERF Program is a four-year grant program that includes three rounds of funding as described below:

Funding Round & Allocation	Authorizing bill(s)	Disbursements
ERF 1 $50 M	• AB 140 (Chapter 111, Statutes of 2021)	$48 million was awarded to 19 applicants
ERF 2 $300 M	• SB 197 (Chapter 70, Statutes of 2022) • AB 178 (Chapter 45, Statutes of 2022)	ERF-2-L*: $47,698,261.81 was awarded to eight applicants that applied for ERF-1, met all applicable program requirements, but did not receive awards under ERF-1 due to lack of available funds.
		ERF-2-R**: $237,301,738.19 was awarded to 30 applicants
ERF 3 $400 M	• SB 197 (Chapter 70, Statutes of 2022) • SB 101 (Chapter 12, Statute of 2023)	ERF-3-L*: $81,252,425.67 was awarded to 12 applicants that applied for ERF-2-R, met all applicable program requirements, but did not receive awards under ERF-2-R due to lack of available funds
		ERF-3-R**: $298,747,574.33 is made available through this NOFA

* L indicates a lookback to unfunded applications in the preceding round.
** R indicates a rolling application process

It is the intent of the Legislature to enact additional legislation to transfer the grant administration work of Cal ICH to the Department of Housing and Community Development (HCD) in FY 2024-25.

C. Objective

The ERF program will fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in

encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in encampments.

D. Available Funds

Up to $298,747,574.33 is available for award through ERF-3-R. Pursuant to the Budget Act of 2023 (SB 101 (Chapter 12, statute of 2023), up to 50 percent of the funds authorized for ERF-3 shall be prioritized for Local Jurisdictions with proposals that address encampments on state right of way and that meet priority criteria established by Cal ICH in consultation with the Department of Transportation.

E. Eligible Applicants

- Local Jurisdiction – means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- Continuum of Care (CoC) – as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.

Per SB 101 (Chapter 12, statute of 2023), Local Jurisdictions have priority to apply for ERF programs on state right of way, over CoC applicants, until a date specified by Cal ICH. If a CoC applies for an ERF proposal located on a state right of way before May 1, 2024, the CoC must provide a Letter of Local Acknowledgment from each overlapping Local Jurisdiction that: (1) identifies the prioritized encampment; (2) confirms that the CoC has communicated with each Local Jurisdiction about the CoC's intent to apply; and (3) that no Local Jurisdiction intends to apply for ERF-3-R funds for the prioritized encampment.

F. Eligible Population to Serve

ERF-3-R funds may only be used for proposals that connect people experiencing homelessness in encampments to interim shelter with clear pathways to permanent housing or place people directly into permanent housing.

"Encampment" is not defined in the authorizing legislation for ERF, but

research published the U.S. Department of Housing and Urban Development provides the following guidance:

An encampment typically includes the following:

- A group of people sleeping outside in the same location for a sustained period.
- The presence of some type of physical structures (e.g., tents, tarps, lean-tos).
- The presence of personal belongings (e.g., coolers, bicycles, mattresses, clothes).
- The existence of social support or a sense of community for residents

Unsheltered Homelessness and Homeless Encampments in 2019 (huduser.gov)

Furthermore, ERF authorizing legislation requires funding be used for "prioritized" encampments. Applicants must provide a justification for the prioritization of the specific encampment proposed to be served. ERF is not intended to be used to fund a community-wide encampment resolution program. However, in very small communities it may be possible to justify prioritizing all of a small number of encampments for resolution using this fund source. Therefore, in completing this application, applicants must identify and describe the specific encampment that will be prioritized for resolution.

If an applicant proposes to prioritize a large, noncontiguous, or multiple site(s), the encampments may only be addressed through a single application if: (a) the justification for prioritizing the encampments is the same, and (b) the demographics and service needs of the residents of the encampments is sufficiently similar, and (c) that the same set of services, and service providers, including outreach, interim and permanent housing programs, will be used to resolve the identified people's experience of homelessness in encampments. Applicant must prepare a separate application for each encampment that does not meet the requirements of (a) – (c).

G. Key Dates

The rolling application will open upon the release of this NOFA and the accompanying ERF-3-R application, and will remain open until June 30, 2024, or until all program funds have been exhausted, whichever comes first. Applications will be reviewed in batches as illustrated in the table and diagram on the following page.

Table, ERF-3-R Events	Responsible Party	Date(s)
NOFA Release Date	Cal ICH	11/27/2023
Application Release Date	Cal ICH	11/27/2023
Application Window #1	Applicant	11/27/23 - 01/31/24
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Application Window #3	Applicant	05/01/24-06/30/24
Review and Award Window #3 Applications	Cal ICH	07/01/24 - 08/31/24
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Deadline to **Obligate** 100% of Allocation	Applicant	06/30/2025
Deadline to **Expend** 100% of Allocation	Applicant	06/30/2027

Application Window and Review										
	2023		2024							
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Application Window 1										
Review of Window 1 Apps										
Application Window 2										
Review of Window 2 Apps										
Application Window 3										
Review of Window 3 Apps										

H. Applicant Conference

General questions may be submitted by email to calichgrants@bcsh.ca.gov, with a subject line "ERF-3-R" for the duration of the rolling application period. Please know that Cal ICH will likely respond to any inquiries through **official channels that are directed to the entire eligible applicant pool** (i.e., Applicant Conference, FAQ, or if necessary, an addendum to this NOFA). The non-mandatory Applicant Conference is a space for Cal ICH to walk through the NOFA, respond to previously submitted questions, and answer live questions as time permits. This conference will last an hour and is for informational purposes only. Attendance is voluntary and the conference will be recorded and posted on Cal ICH's website for viewing as your schedule permits.

To have your question answered in the Applicant Conference, please email questions to calichgrants@bcsh.ca.gov with subject line: ERF-3-R by 5pm 12/01/2023.

Conference date and time: 12/07/2023 @ 10:00 – 11:00 AM Pacific Time

Registration is required to attend. Register in advance using the following link: https://us06web.zoom.us/webinar/register/WN_Eib-_GQGTOSL86Rki6qSQg

Applicant Conference Agenda:

- Welcome and Introduction
- NOFA Overview
- Answer Questions Submitted to Cal ICH
- Live Questions (as time permits)

II. REQUIRED APPLICATION ELEMENTS, EVALUATION CRITERIA, AND PRIORITIZED FACTORS

A. Required Application Elements

Eligible applicants must submit an Application in a form and manner specified by Cal ICH; the Application must include minimum elements as described in HSC section 50252.1(c)(4). The Application made available through the Cognito Submission Portal (https://www.cognitoforms.com/californiainteragencycouncilonhomelessness/erf3rapplication) includes all the minimum elements.

B. Evaluation Criteria

In determining which Applications to fund, Cal ICH shall evaluate and score proposals based on specific criteria as described in HSC section 50251(c)(2). These specific criteria are operationalized through and located in the ERF-3-R Scoring Matrix at Section VI.A and B of this NOFA.

C. Prioritized Factors

In accordance with HSC section 50252.1(c)(5), in awarding grants, funding shall be prioritized for both of the following:

- Applications that demonstrate cross-systems collaboration, including collaborations with state and federal entities, and innovative efforts to resolve encampment issues, while focusing on protecting the health and well-being of the individuals living in those encampments.
- Applications that represent the diversity of communities across the state, including, but not limited to, rural, urban, and suburban communities.
- Additionally, up to 50 percent of the available funds will be prioritized for ERF projects that address encampments on state right of way.

III. ELIGIBLE USES

A. Eligible Uses

Applicant's program design and objective and their proposed eligible uses must advance ERF-3-R's objective, which is set forth at Section I.C of this NOFA. Proposal design may include any combination of the following ten Eligible Use categories:

Eligible Use Category	Non-Exhaustive List of Eligible Activities Applied to the EligiblePopulation
Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitating access to other community-based services.
Operating Subsidies	Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
Street Outreach	Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.
Services Coordination	Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support	Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.
Delivery of Permanent Housing	Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.
Prevention and Shelter Diversion	Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.
Interim Housing	Interim housing, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.
Improvements to Existing Emergency Shelters	Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.
Administrative Costs	Administrative costs incurred by the city, county, continuum of care, to administer its program allocation. Up to 5% of grant funds may be applied to administrative costs.

Site restoration is not a permitted Eligible Use for ERF-3-R funds.

B. Budgets

Applicants must use the standardized budget template available at Box.com: (https://dca.box.com/s/xayuey1lcrgnve0e6l3ut5tkov0rtu3). Where necessary, applicants may modify the budget template.

These budgets will be submitted through the application submission portal: (https://www.cognitoforms.com/CaliforniaInteragencyCouncilOnHomelessness/ERF3RApplication).

Applicants must demonstrate a reasonable effort to correctly categorize their budgets into the appropriate Eligible Uses. Additionally, if one larger proposal may fall within two or more Eligible Use categories, applicants should split up the line item so that Cal ICH staff can track and better understand proposal components.

IV. APPLICATION

The ERF-3-R application is a questionnaire style survey and has three required parts: administrative information, proposal overview, and implementation. A submitted application that deviates from the following requirements will be considered nonresponsive and will be disqualified from the evaluation.

- ***Part 1: Administrative Information***

Requires the applicant to provide information pertaining to jurisdiction type, implementing organization, contracting information, and contacts.

- ***Part 2: Proposal Overview***

Requires the applicant to provide information on:

a) Proposal Summary: including an overview of all key components and/or phases of the project that will be funded in whole or in part with ERF-3-R resources.

b) People Served: including metrics on how many people are living in the prioritized encampment and how many people are proposed to be served.

c) Encampment Information: including a description of the people living in the prioritized encampment, the physical characteristics of the encampment, whythe site and the people residing there are being prioritized, and whether the encampment is located entirely or partially on a state right of way. This includes:
   - Attachment, Map: Applicants must submit a map of the encampment site proposed to be served with ERF-3-R funds.
   - Attachment, Caltrans Letter of Support (if applicable): Projects entirely or partially on a state right of way must include a Letter of Support from Caltrans.
     - This letter must include confirmation from Caltrans that they are aware of and in support of the ERF project, including the projected timeline, and that they will only take action on that encampment

site in collaboration with and with at least two weeks-notice to the ERF grantee, unless critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed.
    - This letter should be signed by the local Caltrans Deputy District Director of Maintenance (DDDM) or their designee.
    - This letter may also include Caltrans role in the proposal and what Caltrans resources are being leveraged.

d) Proposal's Outcomes: including a description of the proposal's planned outcomes, activities to support meeting these outcomes, and how the applicantwill measure their progress.

e) Centering People: including:
    i. data, evidence, and other information that informed the proposal's design;
    ii. how input from people with lived experience of homelessness was meaningfully incorporated into the proposal;
    iii. the proposal's adherence to Housing First;
    iv. the proposal's delivery of trauma informed housing services and supports; and
    v. how the proposal will prioritize the dignity, health, and safety of people experiencing homelessness in the encampment.

- ***Part 3: Implementation***

Requires the applicant to provide details around proposal implementation in four key areas:

a) Core Service Delivery and Housing Strategies: including the proposed outreach strategies and/or service coordination for the persons experiencing homelessness while they continue to reside in the encampment, the proposed living situations immediately following the encampment, displacement mitigation strategies, ability to deliver permanent housing, pathways to permanent housing, and strategies to mitigate returns to unsheltered homelessness.

b) Budget and Resource Plan: including the total amount of ERF-3-R funds requested, the amount and description of non-ERF resources that will support the proposal, and an explanation for how the requested amount was determined based on the number of people served and the housing options provided. Identifies non-ERF-3-R resources that will be leveraged to support proposal implementation including coordination of resources from other systems that would increase services and housing

options. This includes prior ERF awards, HUD unsheltered NOFO, and other federal, state, and local funding sources.

- **Attachment, Standardized Budget**: Applicants must use the standardized budget template available at Box.com: (https://dca.box.com/s/xayuey1lcrgnve0e6l3ut5tkov0rtu3). Where necessary, applicants may modify the budget template. For guidance on Eligible Uses and categorization, see Eligible Uses in Section III.A.

c) Key Entities and Staff: including the experience and qualifications for the implementing organization and key partners, evidence of collaboration between Local Jurisdiction(s) and the CoC, as well as identification of the primary parties with rights to and/or control of the property upon which the encampment resides (Caltrans, Union Pacific, private landowner, etc.) and their shared understanding of and commitment to the implementation of the proposal. For proposals on state right of way, in addition to the Caltrans letter of support, applicants must describe how they collaborated with Caltrans on their program design, implementation plans, and projected timeline.

d) Accelerated Timeline: including how your community will act urgently and efficiently while prioritizing the dignity, safety and wellness of people experiencing homelessness within the encampment site and proposal milestones. Applicants are strongly encouraged to provide incremental milestones for achieving the interim shelter and permanent housing goals set out in the proposal. For projects that include interim shelter and/or permanent housing development, the timeline should include major development milestones.

V. APPLICATION SUBMISSION REQUIREMENTS

Applicants will utilize the Cognito application submission portal: (https://www.cognitoforms.com/CaliforniaInteragencyCouncilOnHomelessness/ERF3RApplication).

Applications will be accepted on a rolling basis beginning on November 27, 2023, until June 30, 2024, or until all funds have been exhausted, whichever occurs first. As detailed above in the Key Dates table, this rolling application period will span three possible application submission windows. Complete applications submitted and received by 5:00 p.m. on the last day of the corresponding application window, will be reviewed and evaluated as a batch for that window. Applications received after 5:00 p.m. on the last day of the application window will be reviewed and evaluated during the following application window.

Because Cal ICH does not have control over the platform's timing apparatus and uploading speed, and to mitigate for unforeseen occurrences, applicants are strongly encouraged to submit by noon on the last day of the corresponding application window. For example, applications submitted during application window #1 for the period of November 27, 2023, through January 31, 2024, must be submitted no later than 5:00 p.m. on January 31, 2024, and applicants are encouraged to submit by noon on that day to mitigate any unforeseen occurrences in the Cognito application portal. Applicants are permitted to submit a "test" submission at a time of their choosing to familiarize themselves with the application and the Cognito platform. To ensure your application is reviewed, please make sure that your final submission is not marked as a "test" submittal. The Cognito platform will instruct applicants on how to navigate this process.

VI. REVIEW, SCORING, AND AWARD

A. Review

Phase 1 – Administrative Review: Applications will be reviewed and evaluated for completeness of NOFA specifications, including checking that the application was submitted on behalf of an eligible applicant. In this review stage, reviewers will evaluate the contents of each application to ensure that all required items are populated and / or received. Cal ICH will reach out to applicants and allow them to resolve small discrepancies, but applications that are not complete or do not contain all the required items and attachments will be considered non-responsive and will be disqualified from the evaluation.

Phase 2 – Scoring Review: Cal ICH and/or its designee will convene an evaluation panel of three qualified individuals who have knowledge and experience of the state grantmaking process and subject matter of the Program. The evaluation panel will review and score applications in accordance with the ERF Scoring Matrix below. This panel will produce an application's average score. Applications eligible for funding must score an average of at least 70 of the possible 100 points total. In addition to receiving an average total score of at least 70, all applicants must average no less than the minimum scoring threshold for each of the following sections:

1. People Served and Encampment Information (must receive 3 out of the 5 possible points)
2. Proposal's Outcomes (must receive 10 out of the 15 possible points)
3. Centering People (must receive 16 out of the 20 possible points)
4. Core Service Delivery and Housing Strategies (must receive 11 out of the15 possible points)
5. Budget and Resource Plan (must receive 10 out of the 15 possible points)

6. Key Entities and Staff (must receive 10 out of the 15 possible points)
7. Accelerated Timeline (must receive 10 out of the 15 possible points)

B. Scoring

The Evaluation Panel will review and consider the totality of the information in the application when determining whether the application satisfies the minimum scoring threshold. However, applicants should respond to each application criteria in the proper application section to ensure all requirements are met.

ERF-3-R Scoring Matrix	
Proposal Overview	**Factors that satisfy minimum scoring threshold:**
People Served and Encampment Information (Must receive 3 out of the 5 possible points)	o Clearly describes the characteristics and demographics of the people living in the prioritized encampment and the physical aspects of the encampment including location, size of area, types of structures onsite, and vehicles present. o Makes a logical and compelling case for why the identified encampment site is being prioritized.
Proposal'sOutcomes *(Must receive 10 out of the 15 possible points)*	o Proposal's outcomes meaningfully align with ERF-3-R's objectives (set forth at Section I.C of this NOFA). o Outcomes are specific, measurable, realistic, and time-based. o Logically describes how progress will be measured and outcomes achieved. o Applicant demonstrates an above average likelihood of achieving the proposal's outcomes.
Centering People *(Must receive 16 out of the possible 20 points)*	o Uses well-informed analyses or the perspectives of people with lived experience of homelessness to inform the proposal's decisions, processes, and actions which should advance the wellbeing of people experiencing unsheltered homelessness in the identified encampment. o Aligns with and exemplifies Housing First approaches. o Provides trauma informed services and supports, operationalizes harm reduction, and

	centers an individual's choice and preferences. o Prioritizes the dignity, health, and safety of people experiencing homelessness in the encampment. o Details the controls in place to not "penalize homelessness."

Implementation	**Factors that satisfy minimum scoring threshold:**
Core Service Delivery and Housing Strategies *(*Must receive 11 out of the possible 15 points*)*	o Includes a comprehensive outreach and engagement strategyincluding case management and service coordination for people currently residing in the encampment. o Details identify interim and permanent housing options and includes a description of how many individuals are projected to be served with each interim and permanent housing solution. o Includes compelling evidence of an applicant's demonstrated ability and commitment to deliver permanent housing for people residing in the prioritized encampment. Compelling evidence may include identification, creation, availability, and prioritization of permanent housing resources as well as examples of prior successes in permanently housing people experiencing homelessness. o Describes how the proposed service delivery model is tailored to meet the needs and preferences of the people residing in the encampment site. o Uses data and input from people with lived experience of homelessness to inform housing and service needs, preferences, and the availability of resources to meet those needs and preferences. o Details strategies likely to prevent displacement from the prioritized encampment to another unsheltered location and to prevent returns to unsheltered homelessness.

	o Details operable plans to support individuals with the storage of their property and care of their pets, while living in the encampment as well as after they have moved into interim or permanent housing.
Budget and Resource Plan (Must receive 10 out of the possible 15 points)	o Demonstrates a sustainable, prudent, and effective use of requested funding. o Budget aligns with achieving the proposal's outcomes, services and housing options, and number of people served. o Identifies non-ERF-3-R resources that will be leveraged to support proposal implementation including coordination of resources from other systems that would increase services and housing options. This includes prior ERF awards, HUD unsheltered NOFO, and other federal, state, and local funding sources. ** Applications will be evaluated with the understanding that communities vary significantly with respect to the current availability of other fund sources that can be used as leverage for their proposed projects and to sustain the projects beyond the grant term. In the absence of currently available resources, Applicants are encouraged to provide a specific plan for obtaining the funding necessary to sustain their project beyond the grant term if the project is intended to continue.*
Key Entities andStaff *(Must receive 10 out of the possible 15 points)*	o Includes a detailed description of the lead entity that will oversee the implementation of activities in the proposal. Describe lead entity's mission, goals, values, geographic service area and existing efforts related to serving persons living in encampments. o Demonstrates the ability to recruit and deploy personnel with experience and expertise needed to support the success of the proposal. o Demonstrates commitment to cross-systems collaboration with descriptions of key contributions of each organization and local community partners including their experience and expertise in serving persons experiencing unsheltered homelessness with a

	range of service needs. o Demonstrates collaboration between Local Jurisdiction(s) and the CoC for this proposal. o Demonstrates capacity to carry out the proposal. o Identifies the primary parties with rights to and/or control of the property upon which the encampment resides and their shared understanding of and commitment to the implementation of the proposal. o If the encampment is on a state right of way, the proposal describes how the applicant collaborated with Caltrans on their program design, implementation plan, and projected timeline.
Accelerated Timeline *(Must receive 10 out of the possible 15 points)*	o Demonstrates how the community will act urgently and efficiently while prioritizing the dignity, safety and wellness of people experiencing homelessness within the encampment site. o Demonstrates the likelihood of meeting proposal milestones and objectives.

C. Award

After each application window has closed and all applications received during the window have been reviewed and scored, a Notice of Intent to Award shall be posted on the Cal ICH website and shall be sent by email to the proposed awardees.

Once awards have been determined by Cal ICH, a contract packet including the Standard Agreement and Request for Funds Form (RFF) form will be prepared and sent to the grantee. The grantee will return the signed Standard Agreement and RFF. Funds will be disbursed to the grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH. The RFF must include the total amount of funds proposed for expenditure. Grant funds will be disbursed via mailed check once the RFF has been processed through the Department of General Services and received by the State Controller's Office. Checks will be mailed to the address and contact name listed on the RFF.

Applications that are denied funding will be provided evaluation panel feedback. Applicants are encouraged to incorporate this feedback and reapply in the next available application window.

D. Appeals

Pursuant to HSC Section 50251(c)(1), Cal ICH's decision to approve or deny an application and the determination of the amount of funding to be provided shall be final and is not subject to appeal.

VII. PERFORMANCE AND REPORTING

A. Performance

Performance shall start no later than 30 days, or on the express date set by Cal ICH and the grantees, after all approvals have been obtained and the Standard Agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

ERF-3-R grantees must expend at least 50 percent obligate 100 percent of their allocation by 6/30/2025. All ERF-3-R funds must be expended by 6/30/27. ERF-3-R funds not expended by the 6/30/27 deadline shall be returned to Cal ICH and will revert to the fund of origin.

B. Reporting

The grantee shall submit quarterly reports to Cal ICH with fiscal and programmatic data reflecting the progress of their ERF program in a format provided by Cal ICH. In addition to these quarterly reports, grantees shall adopt a specific project setup in their local HMIS that allows Cal ICH to identify all the served clients from the designated encampment by ERF-funded services and activities. The detailed instructions for establishing projects within HMIS will be furnished upon receipt of an award.

Once an application is submitted and approved, no substantive changes to the program design are allowed unless grantees (1) inform Cal ICH of the change to the program design; (2) explain the impacts of the program design change; and (3) receive written approval from Cal ICH to proceed. If enforcement action is taken or the encampment is otherwise disbursed, the grantee must notify Cal ICH immediately.

Grantees may also receive ad hoc requests for information from Cal ICH or its contractors in support of program monitoring, research, and evaluation. Grantees with projects on state right of way may also be required to provide programmatic data to Caltrans.

At the end of the grant period, or upon request by Cal ICH, all grantees shall provide information and products developed with grant funds on service delivery models including any materials that may be necessary to study the program or replicate it for implementation across the state.

C. Public Records Act Requests

Applicants are hereby informed that all documents and correspondence related to their ERF-3-R application are subject to Public Records Act (PRA) requests.

VIII. Appendices

A. Definitions:

The following terms are defined in accordance with HSC section 50250:

(a) "Additional funding round moneys" means moneys appropriated for the program in or after fiscal year 2022–23.

(b) "Agency" means the Business, Consumer Services, and Housing Agency.

(c) "Applicant" means a continuum of care or local jurisdiction

(d) "Continuum of care" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(f) "County" includes, but is not limited to, a city and county.

(g) "Funding round 1 moneys" means moneys appropriated for the program in fiscal year 2021–22.

(h) "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(i) "Local jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(j) "Program" means the Encampment Resolution Funding program established pursuant to this chapter.

(k) "Recipient" means an applicant that receives grant funds from the council for the purposes of the program.

(l) "State right of way" means real property held in title by the State of California. *(Amended by Stats. 2022, Ch. 70, Sec. 3. (SB 197) Effective June 30, 2022.)*

Additional Definitions

(m) "Authorized Representative" should be the individual with authority to contract on behalf of the awardee.

(n) "Encampments" An encampment typically includes the following:

- *A group of people sleeping outside in the same location for a sustained period.*
- *The presence of some type of physical structures (e.g., tents, tarps, lean-tos).*
- *The presence of personal belongings (e.g., coolers, bicycles, mattresses, clothes).*
- *The existence of social support or a sense of community for residents.*

(o) "Expend" means all ERF-3-R funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

(p) "Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF-3-R funding.

County of Monterey

Board Report

Legistar File Number: 24-028

Item No.10

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

January 30, 2024

Introduced: 1/11/2024
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Consider cancelling Tuesday, February 13, 2024, Board of Supervisors meeting due to National Associations of Counties (NACo) Legislative Conference and several Supervisors will be attending.

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 Mary L. Adams to:

Adopt the Board of Supervisors' meeting schedule for the calendar year 2024.

PASSED AND ADOPTED on this 19th day of September 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 19, 2023.

REVISED Date: October 6, 2023
File ID: 23-747
Agenda Item No.: 32

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Adopt the Board of Supervisors' meeting)
schedule for the calendar year 2024……)

The Board will meet on Wednesday, May 29, 2024, at 9:00 a.m. and Thursday, May 30, 2024, at 9:00 a.m. for Budget Hearings and will meet every Tuesday at 9:00 a.m., as scheduled below:

Meeting On:
January 9, 2024
January 23, 2024
January 30, 2024
February 2, 2024 – Legislative Workshop - Friday
February 6, 2024
February 13 2024
February 27, 2024
Rescheduled 2023 BOS/Dept. Head Retreat to March 7, 2024 - Thursday
March 12, 2024
March 19, 2024
March 26, 2024
April 2, 2024 Budget Workshop
April 16, 2024
April 23, 2024
April 30, 2024
May 7, 2024
May 14, 2024
May 21, 2024
May 29, 2024 Budget Hearings - Wednesday
May 30, 2024 Budget Hearings - Thursday
June 4, 2024
June 11, 2024
June 20, 2024 Budget Adoption only and Executive Performance Evaluations – Thursday
June 21, 2024 Executive Performance Evaluations - Friday
June 25, 2024
July 9, 2024
July 16, 2024
August 13, 2024
August 20, 2024
August 27, 2024
September 10, 2024
September 17, 2024
September 24, 2024
October 1, 2024
October 8, 2024
October 15, 2024
October 22, 2024
November 7**,** 2024 BOS/Dept. Head Retreat - Thursday
November 12, 2024
December 3, 2024
December 4, 2024 - Wednesday
December 5, 2024 Executive Performance Evaluations – Thursday
December 6, 2024 Executive Performance Evaluations – Friday

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 2, 2024	Eco Recess
January 16, 2024	Martin Luther King's Day
February 20, 2024	President's Day
April 9, 2024	Spring Break
May 28, 2024	Memorial Day
June 18, 2024	Juneteenth
July 2, 2024	Independence Day
July 23, 2024	Summer Recess
July 30, 2024	Summer Recess
August 6, 2024	Summer Recess
September 3, 2024	Labor Day
October 29, 2024	No Meeting
November 19, 2024	CSAC Conference
November 26, 2024	Thanksgiving Day
December 10, 2024	Winter Break
December 17, 2024	Winter Break
December 24, 2024	Winter Break

PASSED AND ADOPTED on this 19th day of September 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 19, 2023.

REVISED Date: October 6, 2023

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 1/19/2024 **Current Status:** Agenda Ready

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

PLN220090 - CALTRANS/GARRAPATA BRIDGE RAILS

Public hearing to consider California Department of Transportation's ("Caltrans") appeal of the Garrapata Creek bridge rail replacement project on Highway 1, Big Sur.

Project Location: Garrapata Creek Bridge near post mile 63.0 on HWY 1, Big Sur Land Use Plan.

Proposed California Environmental Quality Act ("CEQA") action: Continuance of the hearing is an administrative activity that is not subject to CEQA.

RECOMMENDATION:

Staff recommends that the Board of Supervisors continue the hearing on this matter to February 6, 2024 while staff coordinates with CalTrans staff on next steps.

SUMMARY/DISSCUSSION:

On December 6, 2023, the Board of Supervisors heard an appeal of the Planning Commissions denial of a permit for the replacement of bridge rails on Garrapata Bridge in Big Sur. At the hearing, the Board adopted a motion of intent to deny the appeal and the application and requested that staff return with findings for denial of the permit. Since that time, CalTrans has been coordinating with County staff and Coastal Commission staff on the next steps and the possibility of submitting additional details and analysis.

Staff recommends that the Board continue the hearing on this matter to February 6, 2024 to allow all parties the additional time to review the options and next steps.

CEQA

Caltrans, as the Lead Agency for the project under the California Environmental Quality Act (CEQA), has prepared an Environmental Impact Report (EIR) consisting of a Tier 1 program level review for the Big Sur Bridge Rail Replacement Program and a Tier 2 project level review of the Garrapata Bridge Rail Replacement Project. While not being federally funded, in the environmental analysis Caltrans found the project qualified for a Categorical Exclusion from the National Environmental Policy Act (NEPA).

The County is a responsible agency under CEQA, and as a responsible agency is required to consider the EIR prepared by the lead agency (CalTrans) and agree with its conclusions before approving a permit for the covered activity.

For the purposes of the continuance of the hearing from January 30, 2024 to February 6, 2024, no decision on a project is being made and therefore the continuance is not a project pursuant to CEQA.

OTHER AGENCY INVOLVEMENT:
The following Departments or Agencies have been involved in the discussion of this continuance:

- Housing & Community Development
- County Counsel's Office
- California Coastal Commission

FINANCING:
Funding for staff time associated with this project is included in the FY 23/24 Adopted Budgets for HCD. A fee was collected to partially recuperate the cost of staff time associated with processing the application. No fee is collected for an appeal for projects located in the Coastal Zone.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Processing of the Coastal Development Permit is an administrative activity and the project includes modifications to a highway safety device.
__Economic Development
X Administration
__ Health & Human Services
-__ Infrastructure
-X Public Safety

Prepared by: Craig W. Spencer, Acting Director, Housing & Community Development

cc: Front Counter Copy; Planning Commission; Craig Spencer, Chief of Planning; Phil Angelo, Planner; Mitch Dallas, Caltrans (applicant); Eric Stevens, California Coastal Commission staff; Keep Big Sur Wild, Christina McGinnis; Martha Diehl; The Open Monterey Project (Molly Erickson); Jim Heid, Albion Bridge Stewarts; Patricia Larson, Schute, Mihaly & Weinberger; Sara Clark, Schute, Mihaly & Weinberger; Tim Gill; Christopher Grimes; Steven Harper; John Wilson; Aengus Jeffers; Patte Kronlund; Mark Lemley; Constance McCoy; Richard Mitchell; Kate Novoa; Sharon Wilson; LandWatch (Executive Director); Project Files PLN220090.

Introduced: 1/19/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

PLN220090 - CALTRANS/GARRAPATA BRIDGE RAILS

Public hearing to consider California Department of Transportation's ("Caltrans") appeal of the Garrapata Creek bridge rail replacement project on Highway 1, Big Sur.

Project Location: Garrapata Creek Bridge near post mile 63.0 on HWY 1, Big Sur Land Use Plan.

Proposed California Environmental Quality Act ("CEQA") action: Continuance of the hearing is an administrative activity that is not subject to CEQA.

RECOMMENDATION:

Staff recommends that the Board of Supervisors continue the hearing on this matter to February 6, 2024 while staff coordinates with CalTrans staff on next steps.

SUMMARY/DISSCUSSION:

On December 6, 2023, the Board of Supervisors heard an appeal of the Planning Commissions denial of a permit for the replacement of bridge rails on Garrapata Bridge in Big Sur. At the hearing, the Board adopted a motion of intent to deny the appeal and the application and requested that staff return with findings for denial of the permit. Since that time, CalTrans has been coordinating with County staff and Coastal Commission staff on the next steps and the possibility of submitting additional details and analysis.

Staff recommends that the Board continue the hearing on this matter to February 6, 2024 to allow all parties the additional time to review the options and next steps.

CEQA

Caltrans, as the Lead Agency for the project under the California Environmental Quality Act (CEQA), has prepared an Environmental Impact Report (EIR) consisting of a Tier 1 program level review for the Big Sur Bridge Rail Replacement Program and a Tier 2 project level review of the Garrapata Bridge Rail Replacement Project. While not being federally funded, in the environmental analysis Caltrans found the project qualified for a Categorical Exclusion from the National Environmental Policy Act (NEPA).

The County is a responsible agency under CEQA, and as a responsible agency is required to consider the EIR prepared by the lead agency (CalTrans) and agree with its conclusions before approving a permit for the covered activity.

For the purposes of the continuance of the hearing from January 30, 2024 to February 6, 2024, no decision on a project is being made and therefore the continuance is not a project pursuant to CEQA.

OTHER AGENCY INVOLVEMENT:
The following Departments or Agencies have been involved in the discussion of this continuance:

- Housing & Community Development
- County Counsel's Office
- California Coastal Commission

FINANCING:
Funding for staff time associated with this project is included in the FY 23/24 Adopted Budgets for HCD. A fee was collected to partially recuperate the cost of staff time associated with processing the application. No fee is collected for an appeal for projects located in the Coastal Zone.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Processing of the Coastal Development Permit is an administrative activity and the project includes modifications to a highway safety device.
__Economic Development
X Administration
__ Health & Human Services
-__ Infrastructure
-X Public Safety

Prepared by: Craig W. Spencer, Acting Director, Housing & Community Development CS

cc: Front Counter Copy; Planning Commission; Craig Spencer, Chief of Planning; Phil Angelo, Planner; Mitch Dallas, Caltrans (applicant); Eric Stevens, California Coastal Commission staff; Keep Big Sur Wild, Christina McGinnis; Martha Diehl; The Open Monterey Project (Molly Erickson); Jim Heid, Albion Bridge Stewarts; Patricia Larson, Schute, Mihaly & Weinberger; Sara Clark, Schute, Mihaly & Weinberger; Tim Gill; Christopher Grimes; Steven Harper; John Wilson; Aengus Jeffers; Patte Kronlund; Mark Lemley; Constance McCoy; Richard Mitchell; Kate Novoa; Sharon Wilson; LandWatch (Executive Director); Project Files PLN220090.

County of Monterey

Board Report

Legistar File Number: 24-035

Item No.12

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

January 30, 2024

Introduced: 1/12/2024
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

Conduct a public hearing to receive and accept the 2023 Annual Carmel Valley Traffic Report.

RECOMMENDATION:
It is recommended that the Board of Supervisors receive and accept the 2023 Annual Carmel Valley Traffic Report on the traffic volumes for Segments 3, 4, 5, 6, 7, and 10 (on Carmel Valley Road), pursuant to the 2010 General Plan, Carmel Valley Master Plan (CVMP).

SUMMARY:
The 2010 General Plan includes policies that require annual monitoring and reporting of traffic volumes and travel times on Segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road. If the annual monitoring reveals that traffic volumes are exceeding certain thresholds, the Board of Supervisors must conduct a noticed public hearing.

Public Works, Facilities and Parks generally monitors 13 road segments listed in CVMP Policy CV-2.17 annually (refer to Attachment A for map). Only six of those segments are required to be reported on for the annual report per CVMP Policy 2.17 (a), see Attachment E- CVMP Policy CV 2.17.

The required monitoring was completed for the months of June and October 2023 for Segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road. The Average Daily Traffic (ADT) and Percent Time Spent Following (PTSF) results are shown in Attachment B. For this monitoring period, the ADT volumes for all reportable segments are below the thresholds set by Policy CV-2.17. Segments 6 and 7 exceeded the PTSF threshold set by Policy CV-2.17. Additionally, Segments 3, 4, 5, 6 and 7 are within twenty percent (20%) of ADT threshold, as shown on Attachment C. Attachment D shows the Traffic Volumes from 2015 to present for all segments. Consequently, pursuant to Policy CV-2.17(c), a public hearing before the Board of Supervisors is required. The remaining segments do not meet this criterion and generally do not need to be evaluated annually.

DISCUSSION:
The 2010 General Plan - Carmel Valley Master Plan (CVMP) includes a policy to monitor the circulation of traffic in Carmel Valley on 13 established segments on Carmel Valley Road, numbered from east to west (locations shown in Attachment A). Segments 1-10 are located along Carmel Valley Road and segments 11-13 are located on Rio Road and Carmel Rancho Boulevard. Policy CV-2.17 requires bi-annual monitoring of peak hour traffic volumes, once while school is not in session (June) and once while school is in session (October). The counts are conducted on all 13 segments, but per Policy, an evaluation is only required on Segments 3, 4, 5, 6, 7 and 10 of Carmel

Valley Road, plus any others that fall within 20% of the established threshold. This year, no other segments were within 20% of the established thresholds thus no additional segments need to be evaluated this year, and the list of required segments for evaluation does not need to be amended for 2024.

CVMP Policy 2.17 (c) requires the Board of Supervisors to conduct a public hearing in January following data collection if the analysis shows that the established thresholds are exceeded or are within one percent (1%) of the value that would cause a decrease in Level of Service (LOS), or when only 100 or fewer ADT remain before the ADT count for a segment will equal or exceed the indicated threshold. Attachment B presents the ADT volumes for the six required segments, the LOS data, and the threshold values from the CVMP. For 2023, two of the segments exceeded the established thresholds, and four did not exceed the established thresholds, triggering the need for the public hearing.

Traffic flow patterns were evaluated for the six Segments using two methods: Average Daily Traffic (ADT) and Percent-Time-Spent-Following (PTSF). Monitoring in 2023 was conducted in June and October, as required. This report was completed and presented to the Carmel Valley Road Committee on December 14, 2023.

The results of the monitoring, along with the threshold values established by Policy 2.17(e)(3)(b), are presented on Attachment B. For the six specified segments, data indicates a slight decrease in traffic volumes (ADT), but overall, volumes were generally similar to the volumes from last year. LOS is based on PTSF, and peak hour volumes are used to determine PTSF. The PTSF was calculated for Segments 3 through 7. PTSF methodology applies only to two-lane roads, and not to four-lane roads, and because Segment 10 is a four-lane highway, Level of Service (LOS) is based on volumes only. Based on the data collected, no monitored segment exceeded the ADT threshold in October or June. Although Segments 6 and 7 exceed the LOS D threshold, the traffic volume levels on both segments did not exceed the ADT volume threshold and are summarized in Attachment C. In addition, the traffic volume data from 2015 to present are shown in Attachment D.

For this monitoring year, the data and observations may not be typical, primarily because there were several construction activities along the Carmel Valley Road corridor that may have affected traffic flow along Carmel Valley Road. As an example, observations showed vehicles platooned behind construction vehicles that were likely travelling to or from construction project work sites. These construction projects included: the Carmel Area Wastewater District/Carmel Manor Sewer Extension project; All Saints School improvements; September Ranch subdivision; and road improvements in County Service Area (CSA) 25 (Valley Greens Drive/Quail Lodge area).

The results were presented to the Carmel Valley Road Advisory Committee (CVRAC) at its December 14, 2023, meeting. Comments received include: using a measurement other than average daily traffic to evaluate what happens on Carmel Valley Road during the times that it is actually being used; and construction activities, even if they are not on Carmel Valley Road, can have trucks that affect traffic.

Policy 2.17 (d) further requires that every five years, the County shall examine the degree to which the estimates of changes to the LOS in the Plan Area may be occurring earlier than predicted in the General Plan Environment Impact Report. The five-year analysis was conducted following the data collection of 2020, presented to the Board on January 15, 2021, and determined that no changes to the unit cap were needed. The next 5-year interval will be included with the report in January 2026.

OTHER AGENCY INVOLVEMENT:
This traffic volume analysis was presented to the Carmel Valley Road Advisory Committee (CVRAC) at its December 14, 2023, meeting as required in the Carmel Valley Master Plan (CVMP).

FINANCING:
Scheduled traffic monitoring activities for CVMP, estimated at $8,500, are funded by the Carmel Valley Traffic Impact Fee Program. Sufficient funds are available in the Road Fund 002, Unit 8558, Appropriation Unit PFP004 to finance this work.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
By following the policies in the Carmel Valley Master Plan and conducting the required hearing, the County practices accountability and transparency.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
X Public Safety

Prepared by: Chad Alinio, PE, Senior Civil Engineer
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
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 - Location Map
Attachment B - Average Daily Traffic and Percent Time Spent Following
Attachment C - Percent Under Threshold
Attachment D - Segment Traffic Volumes from 2015 to Present
Attachment E - CVMP Policy CV-2.17

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County of Monterey

Board Report

Legistar File Number: 24-035

Item No.

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

January 30, 2024

Introduced: 1/12/2024
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By following the policies in the Carmel Valley Master Plan and conducting the required hearing, the County practices accountability and transparency.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
X Public Safety

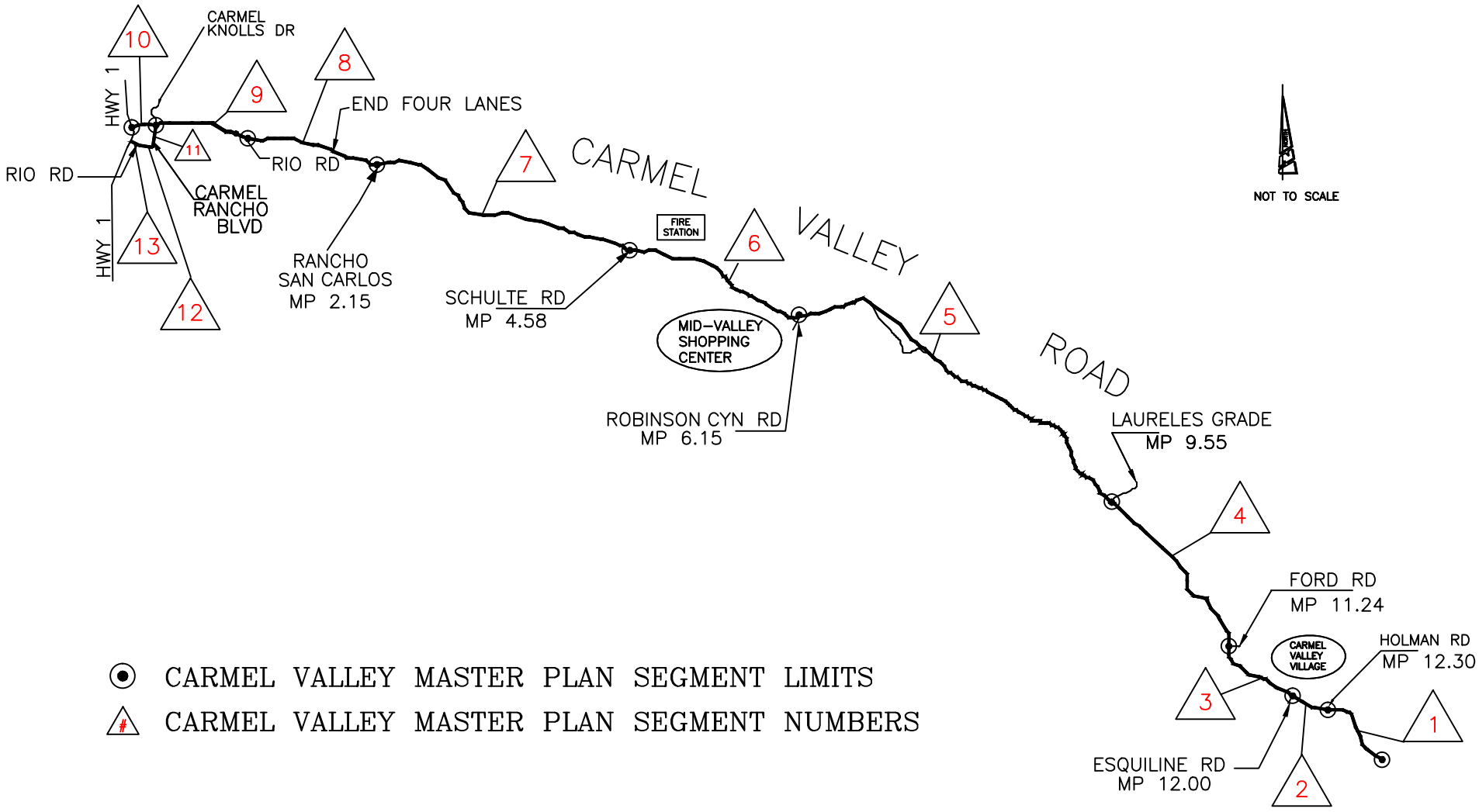
Prepared by: Chad Alinio, PE, Senior Civil Engineer
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities and Parks DocuSigned by: Randell Ishii C09779208FE94F3... 1/16/2024 | 8:38 AM PST

The following attachments are on file with the Clerk of the Board:
Attachment A - Location Map
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Attachment C - Percent Under Threshold
Attachment D - Segment Traffic Volumes from 2015 to Present
Attachment E - CVMP Policy CV-2.17

Attachment A

LOCATION MAP

CARMEL VALLEY MASTER PLAN ROAD SEGMENTS



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Attachment B

ATTACHMENT B

2023 AVERAGE DAILY TRAFFIC VOLUMES (ADT)

	2023 June ADT (school not in session)	2023 October ADT	CVMP Threshold	Above Threshold
Segment 3	7,711	7,812	9,065	No
Segment 4	10,084	10,643	11,600	No
Segment 5	10,491	11,268	12,752	No
Segment 6	13,118	14,095	15,499	No
Segment 7	15,117	15,850	16,340	No
Segment 10	21,529	22,051	27,839	No

2023 PERCENT TIME SPENT FOLLOWING (PTSF)

Segment	2023 June Data		2023 October Data		Acceptable LOS	Exceeds Threshold
	PTSF	LOS	PTSF	LOS		
3	69.4%	C	69.6%	C	D	No
4	76.4%	D	76.6%	D	D	No
5	84.9%	D	84.3%	D	D	No
6	83.2%	D	89.4%	E	D	Yes (Oct)
7	86.4%	E	91.7%	E	D	Yes (June/Oct)

Notes:

1. Count data was collected in June 2023 when school was not in session and in October 2023 when school was in session.
2. PTSF and LOS calculated using Highway Capacity Software (HCS).
3. Segment 10 is a 4-lane section and PTSF methodology does not apply.

Attachment C

ATTACHMENT C

2023

Percent Under Threshold Volumes

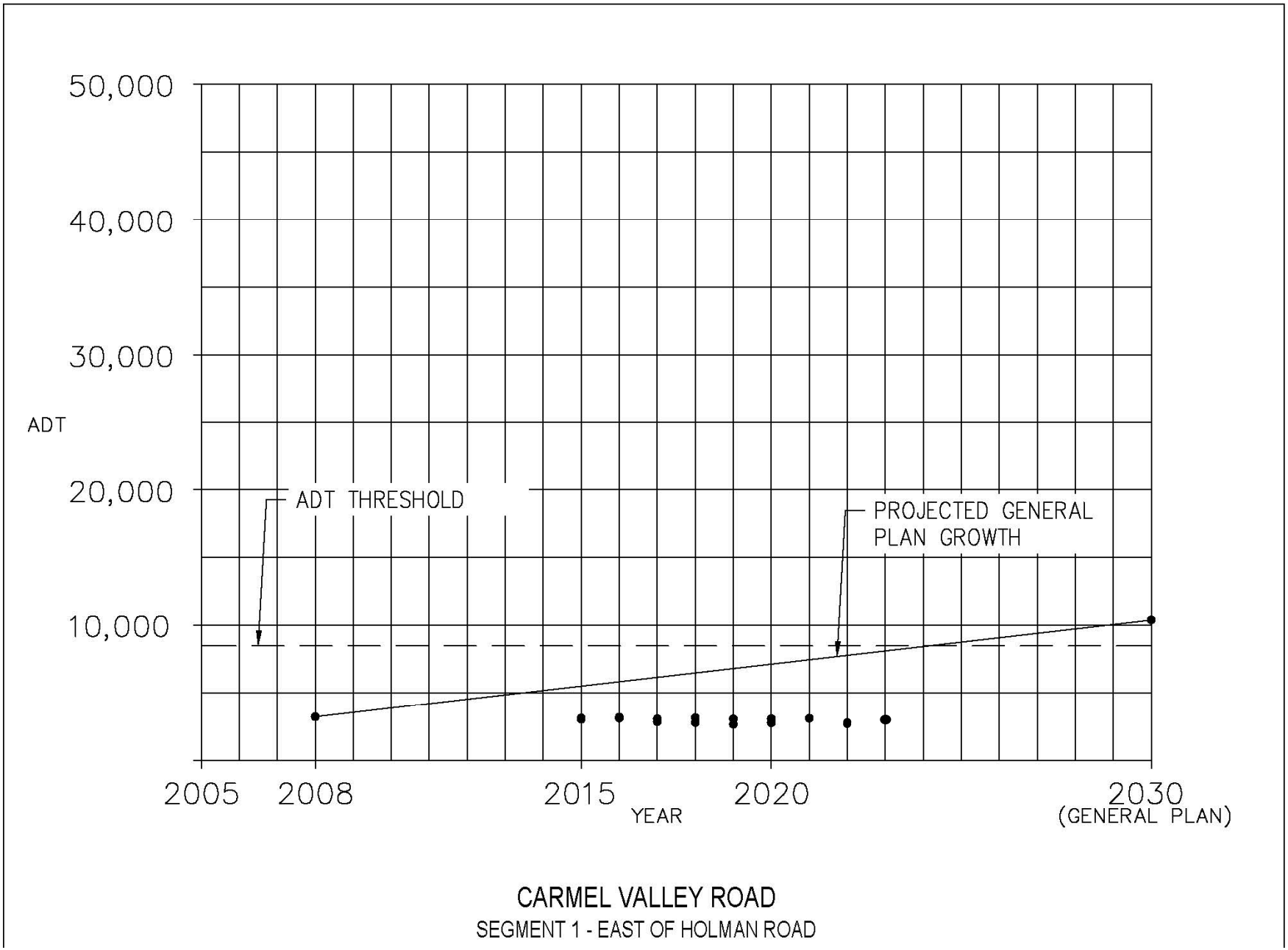
	CVMP Threshold	2023 June Volume (school not in session)		2023 October Volume	
	ADT	ADT	Percent Under Threshold	ADT	Percent Under Threshold
Segment 1 (Holman Road to CVMP Boundary)	8,487	2,887	-66.0%	2,940	-65.4%
Segment 2 (Holman Road to Esquiline Road)	6,835	3,279	-52.0%	3,311	-51.6%
Segment 3 (Esquiline Road to Ford Road)	**9,065**	**7,711**	**-14.9%**	**7,812**	**-13.8%**
Segment 4 (Ford Road to Laureles Grade)	**11,600**	**10,084**	**-13.1%**	**10,643**	**-8.2%**
Segment 5 (Laureles Grade to Robinson Canyon Road))	**12,752**	**10,491**	**-17.7%**	**11,268**	**-11.6%**
Segment 6 (Robinson Canyon Road to Schulte Road)	**15,499**	**13,118**	**-15.4%**	**14,095**	**-9.1%**
Segment 7 (Schulte Road to Rancho San Carlos Road)	**16,340**	**15,177**	**-7.1%**	**15,850**	**-3.0%**
Segment 8 (Rancho San Carlos Road to Rio Road)	48,487	18,368	-62.1%	19,108	-60.6%
Segment 9 (Rio Road to Carmel Rancho Boulevard)	51,401	21,196	-58.8%	21,901	-57.4%
Segment 10 (Carmel Rancho Boulevard to SR1)	27,839	21,529	-22.7%	22,051	-20.8%
Segment 11 - Carmel Rancho Boulevard CVR to Rio Road)	33,495	8,365	-75.0%	9,119	-72.8%
Segment 12 - Rio Road (Val Verde Dr to Carmel Rancho Blvd)	6,416	588	-90.8%	555	-91.3%
Segment 13 - Rio Road (Carmel Rancho Boulevard to SR1)	33,928	10,121	-70.2%	10,127	-70.2%

Note:

1. Segments in bold are within 20% of the CVMP threshold and are reported to the BOS.
2. The six (6) segments will be evaluated again in 2024.

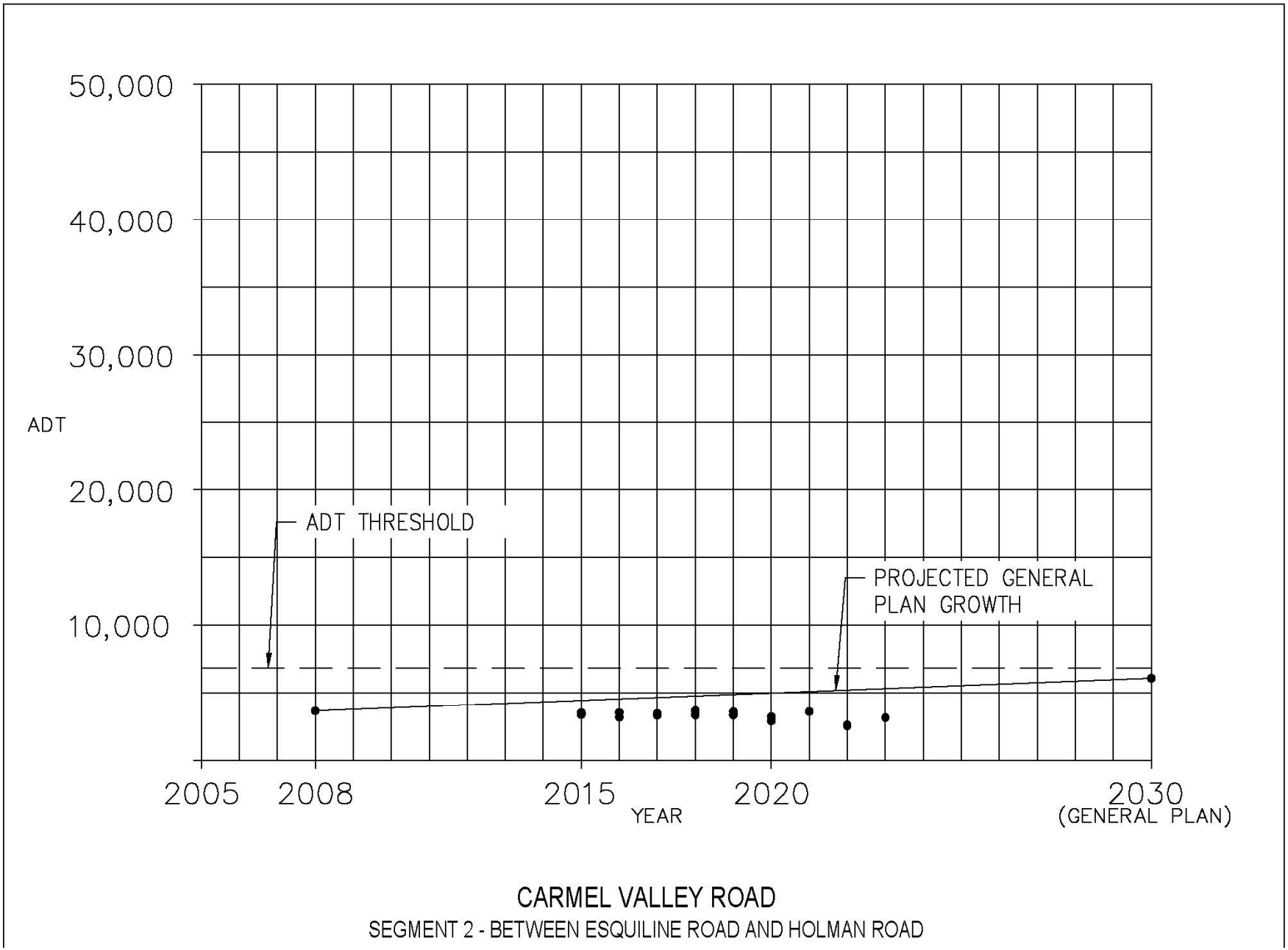
Attachment D:

Segment Traffic Volumes from 2015 to present



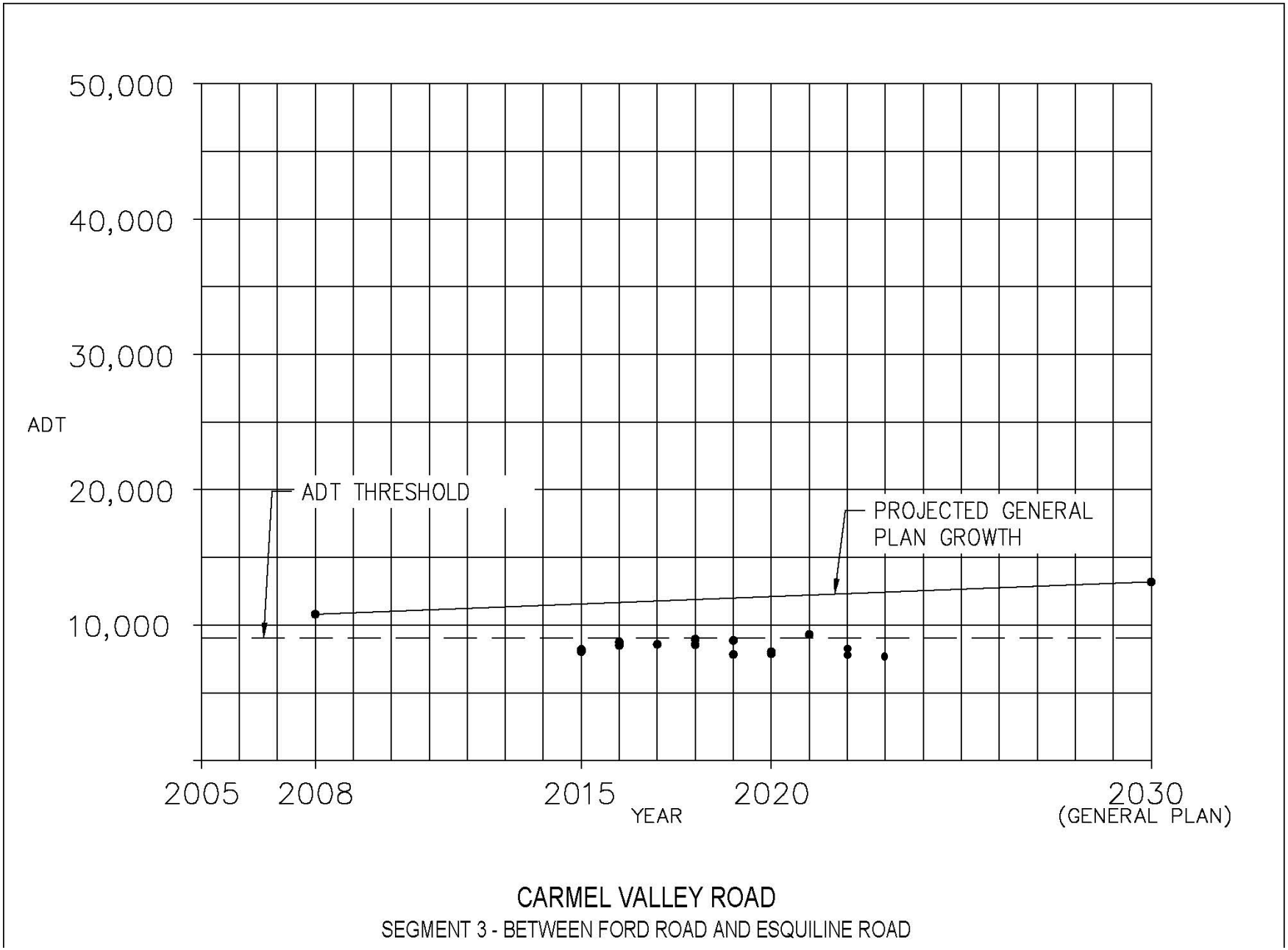
CARMEL VALLEY ROAD

SEGMENT 1 - EAST OF HOLMAN ROAD



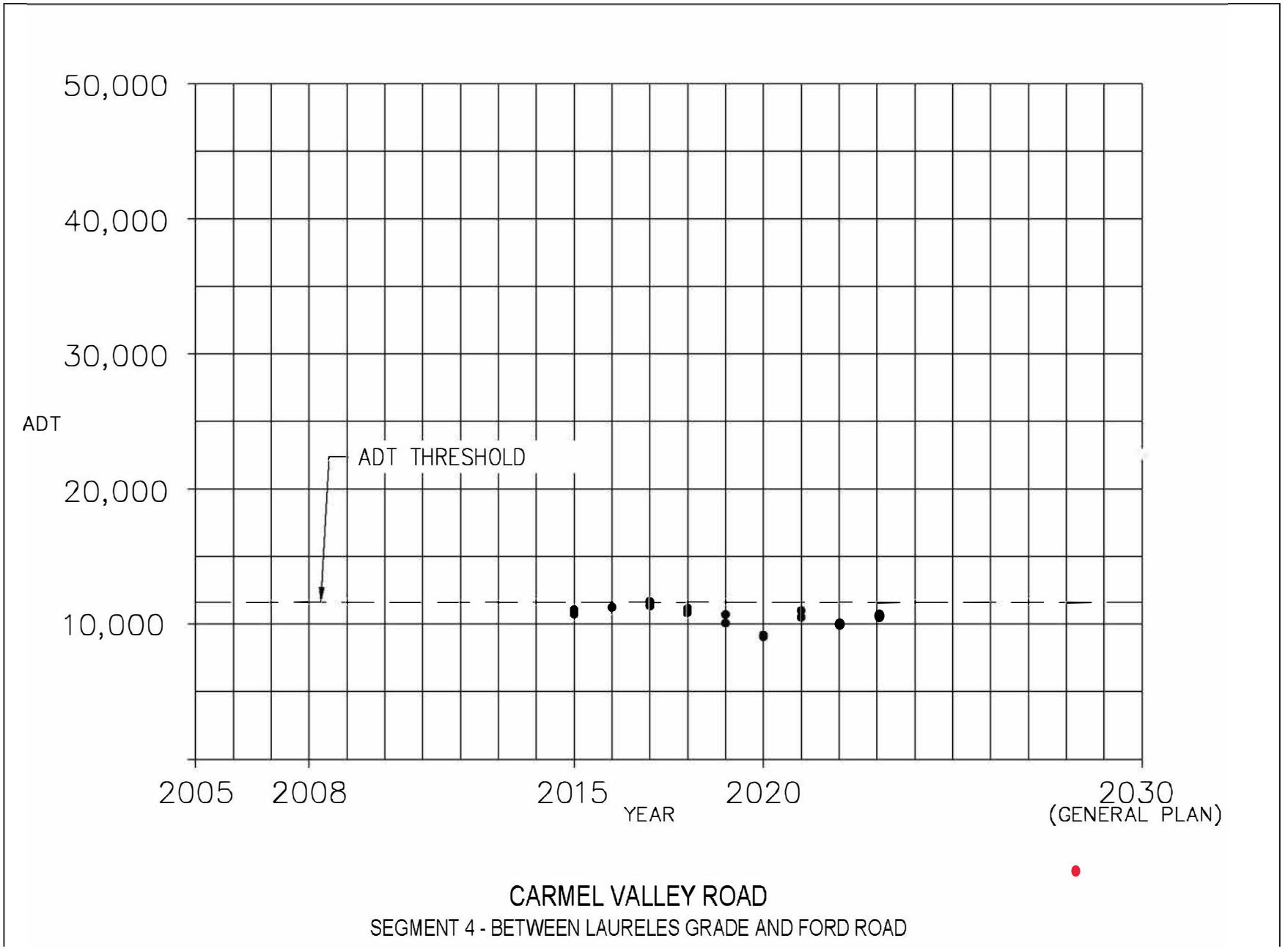
CARMEL VALLEY ROAD

SEGMENT 2 - BETWEEN ESQUILINE ROAD AND HOLMAN ROAD



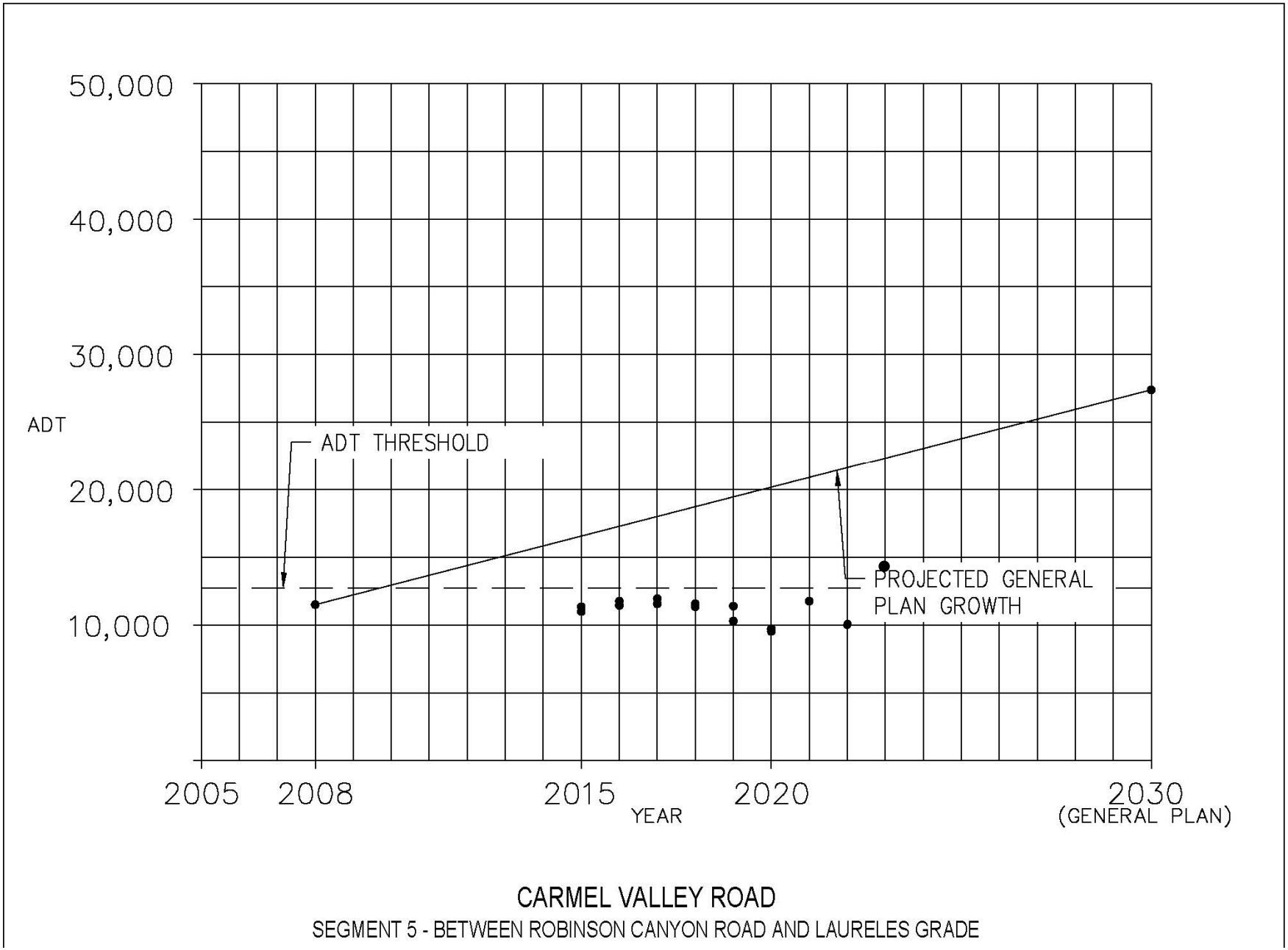
CARMEL VALLEY ROAD

SEGMENT 3 - BETWEEN FORD ROAD AND ESQUILINE ROAD



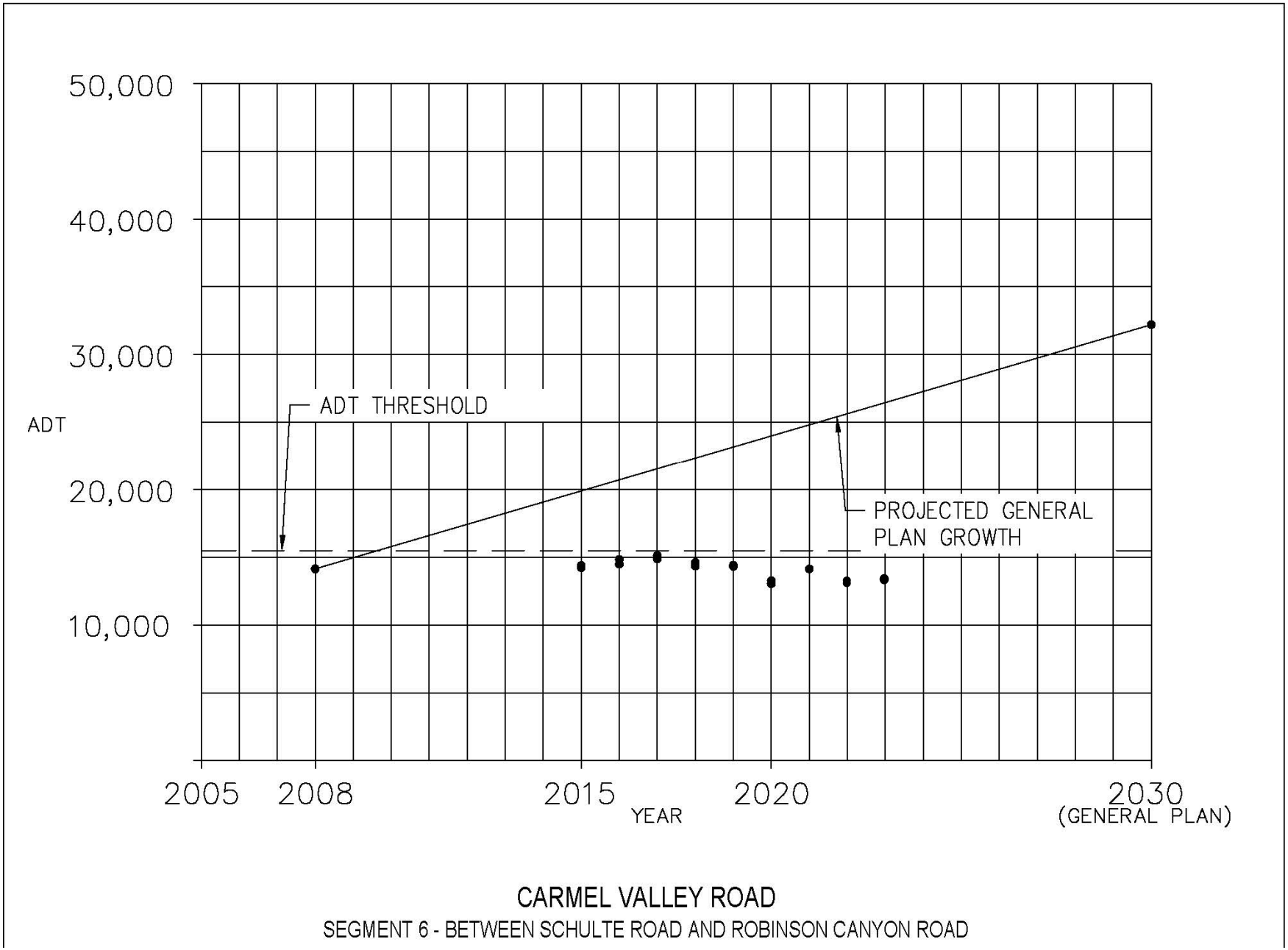
CARMEL VALLEY ROAD

SEGMENT 4 - BETWEEN LAURELES GRADE AND FORD ROAD



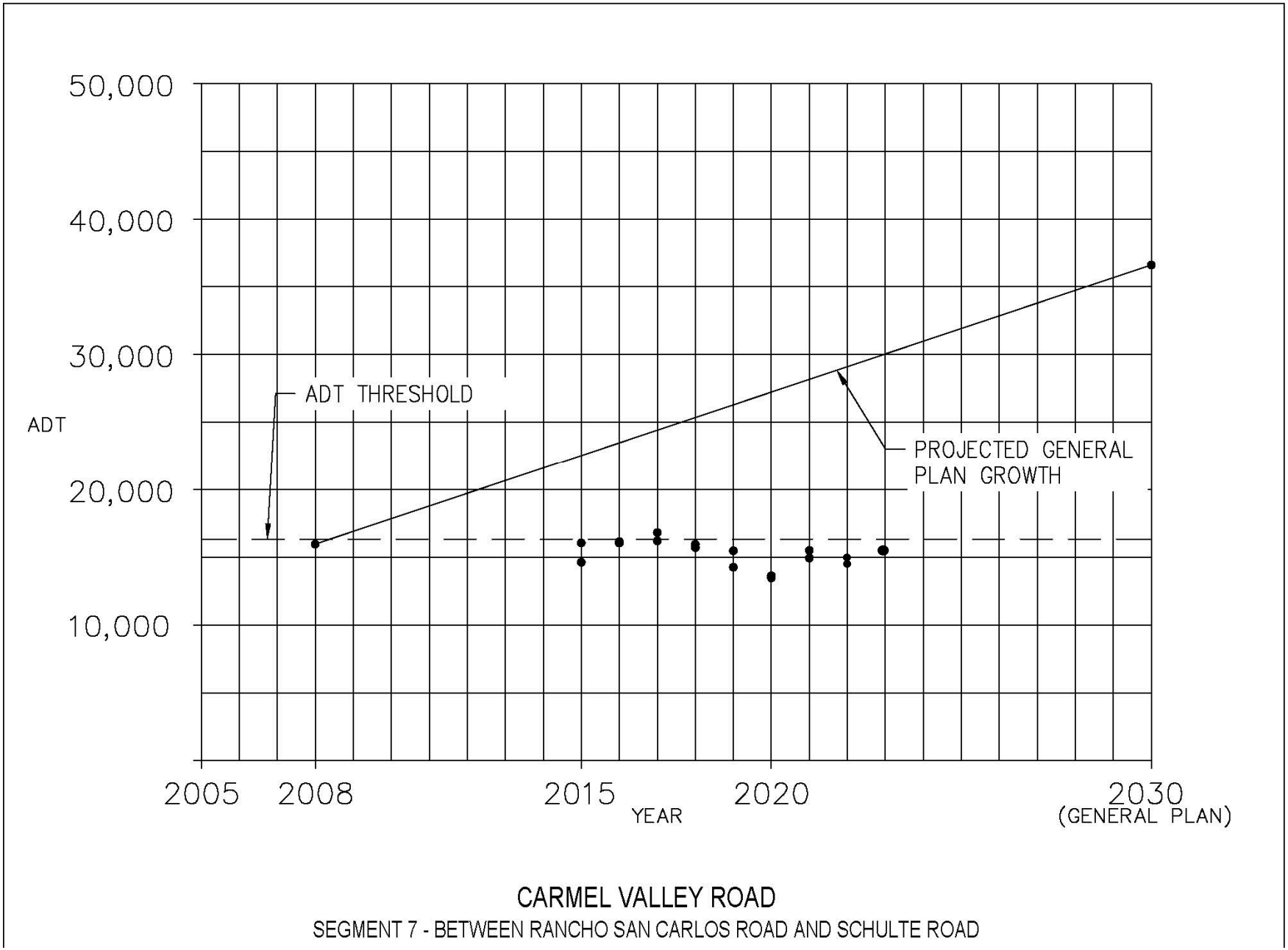
CARMEL VALLEY ROAD

SEGMENT 5 - BETWEEN ROBINSON CANYON ROAD AND LAURELES GRADE



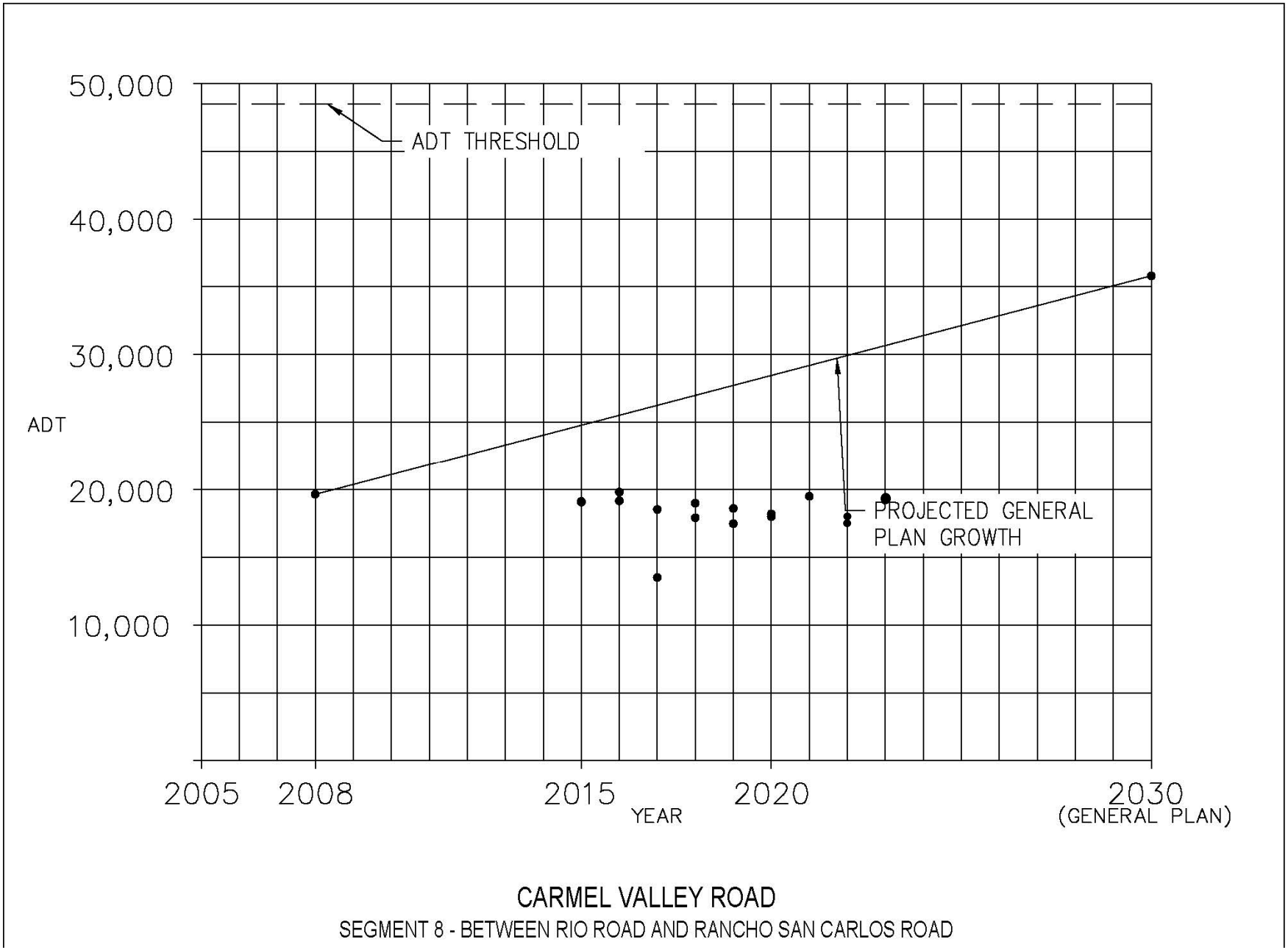
CARMEL VALLEY ROAD

SEGMENT 6 - BETWEEN SCHULTE ROAD AND ROBINSON CANYON ROAD



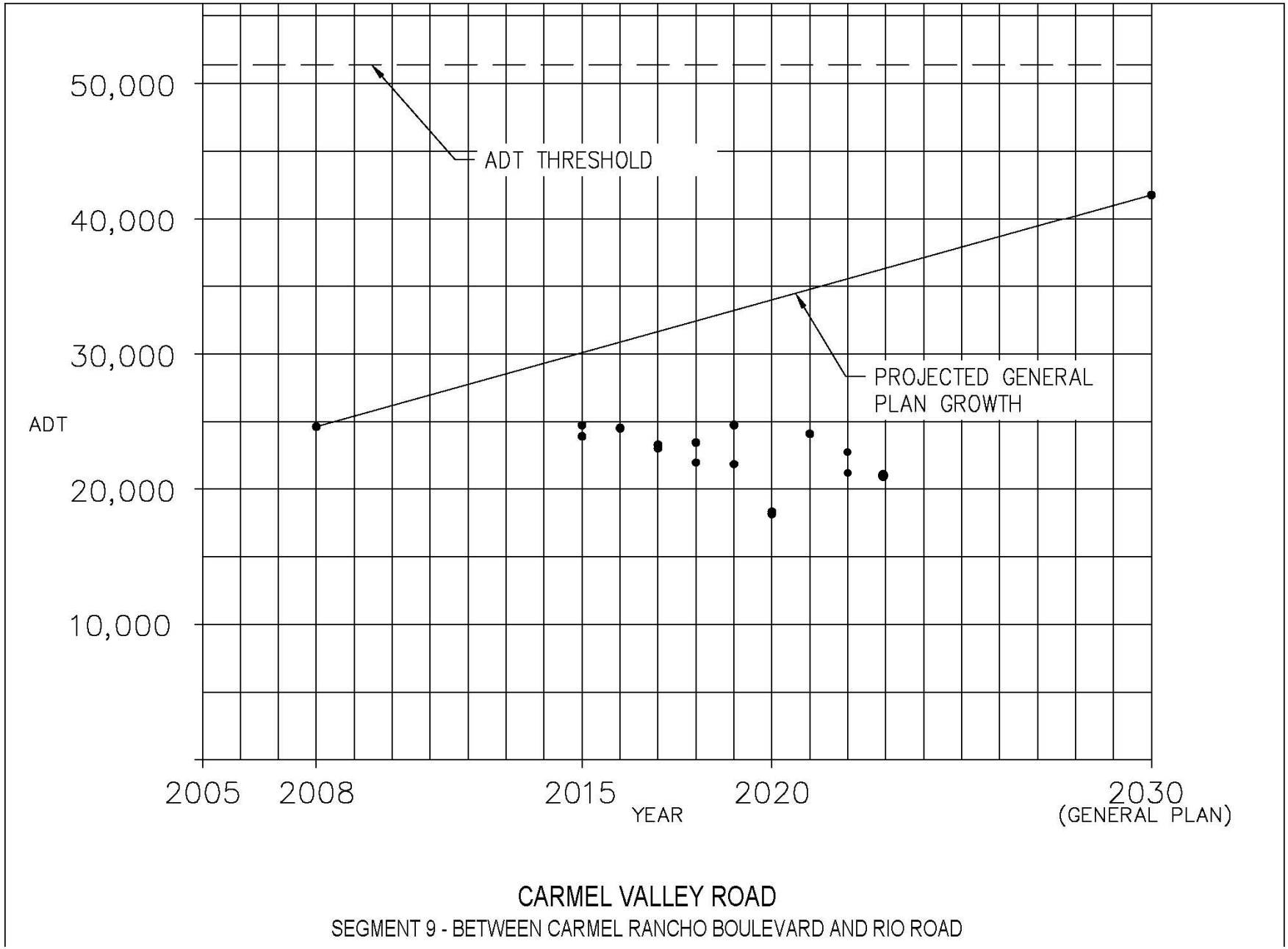
CARMEL VALLEY ROAD

SEGMENT 7 - BETWEEN RANCHO SAN CARLOS ROAD AND SCHULTE ROAD



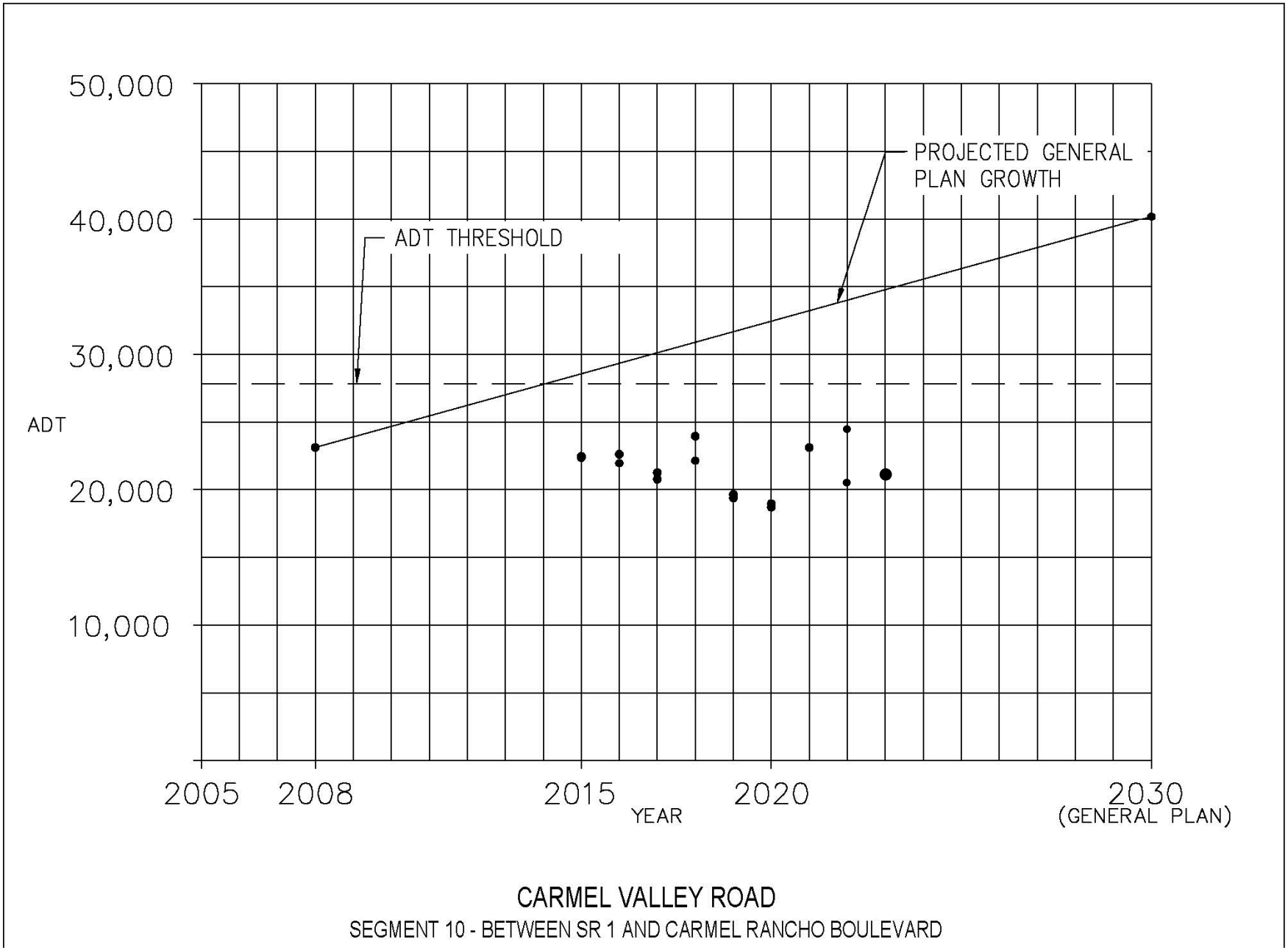
CARMEL VALLEY ROAD

SEGMENT 8 - BETWEEN RIO ROAD AND RANCHO SAN CARLOS ROAD



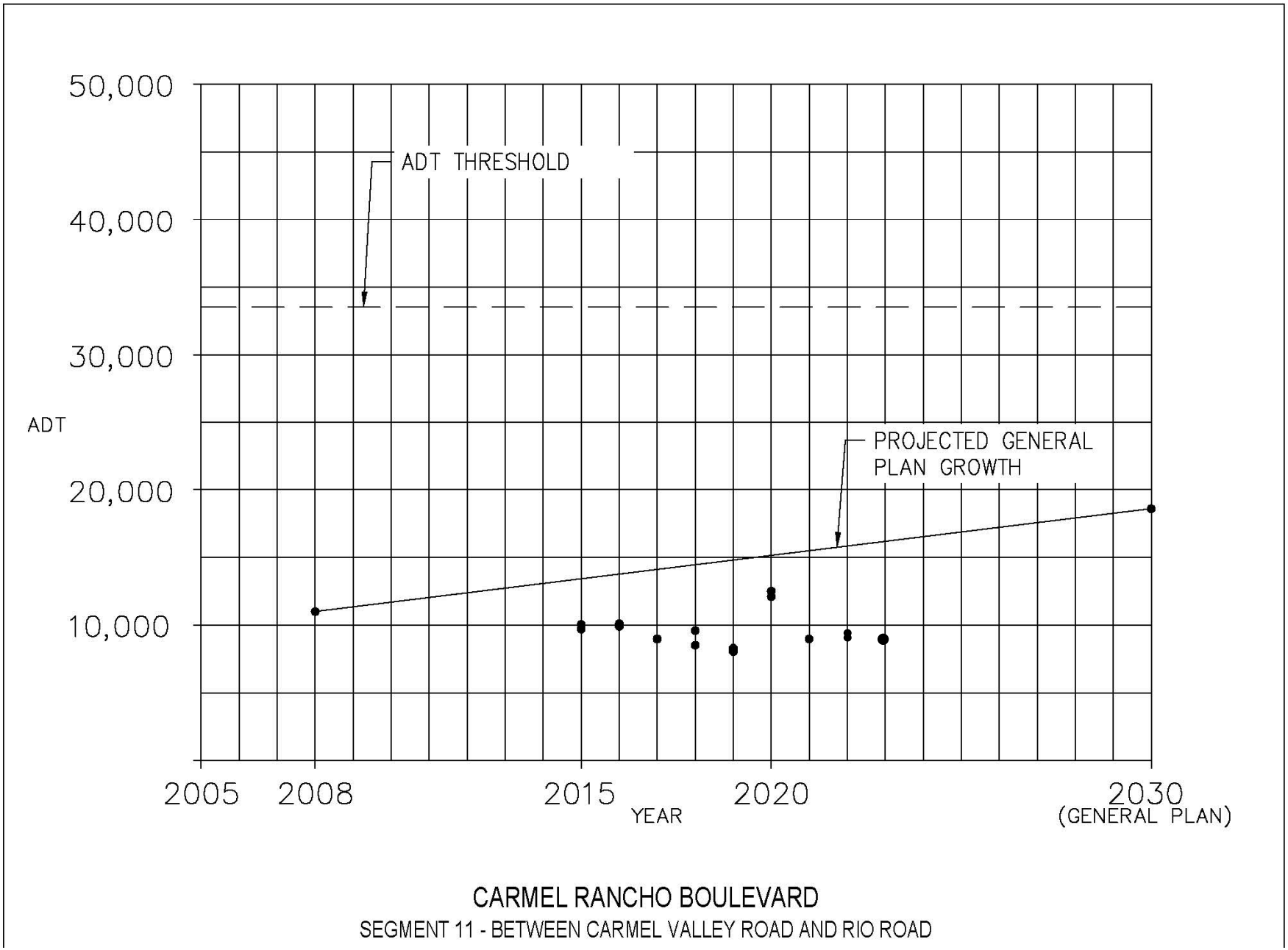
CARMEL VALLEY ROAD

SEGMENT 9 - BETWEEN CARMEL RANCHO BOULEVARD AND RIO ROAD



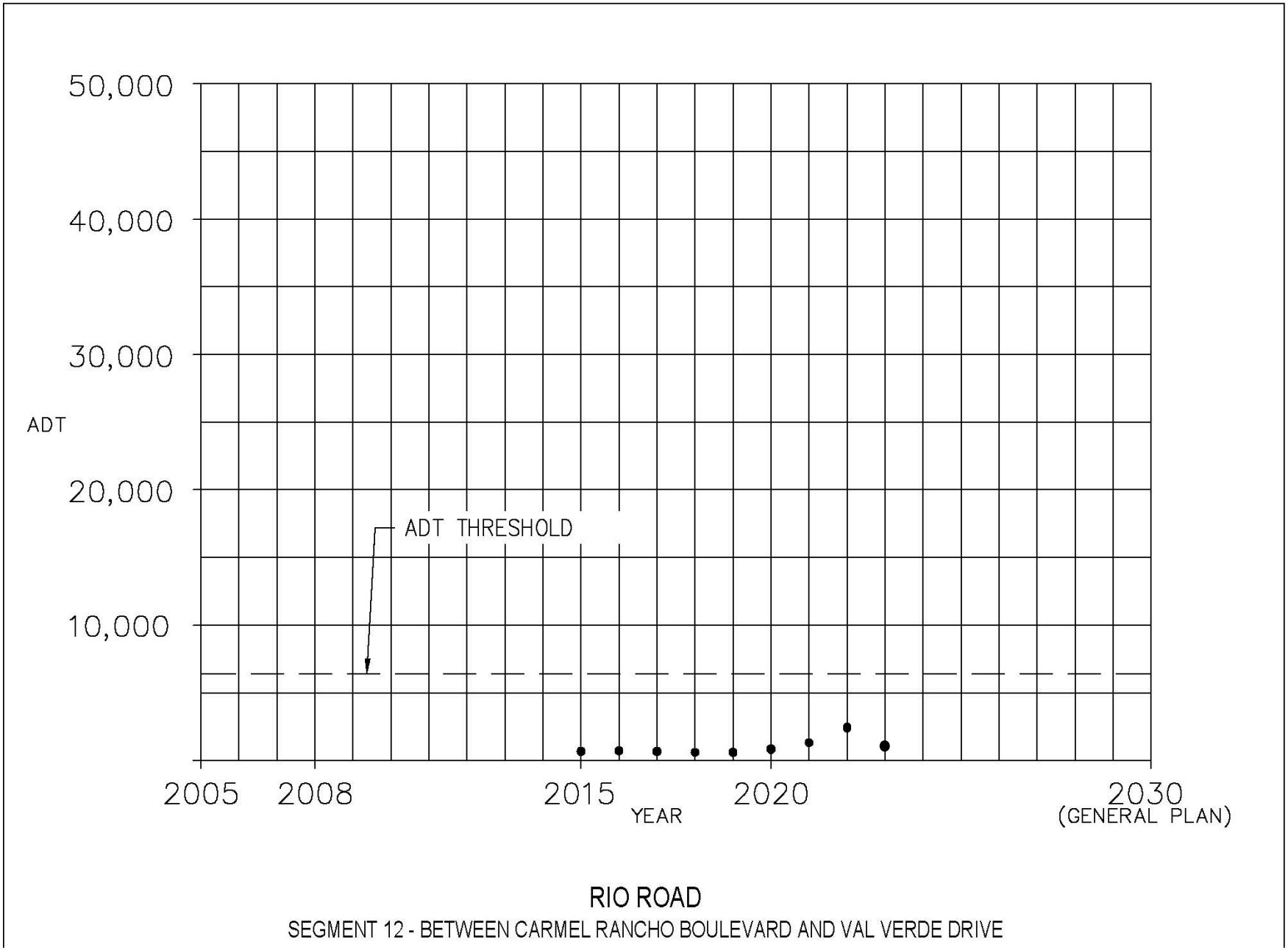
CARMEL VALLEY ROAD

SEGMENT 10 - BETWEEN SR 1 AND CARMEL RANCHO BOULEVARD



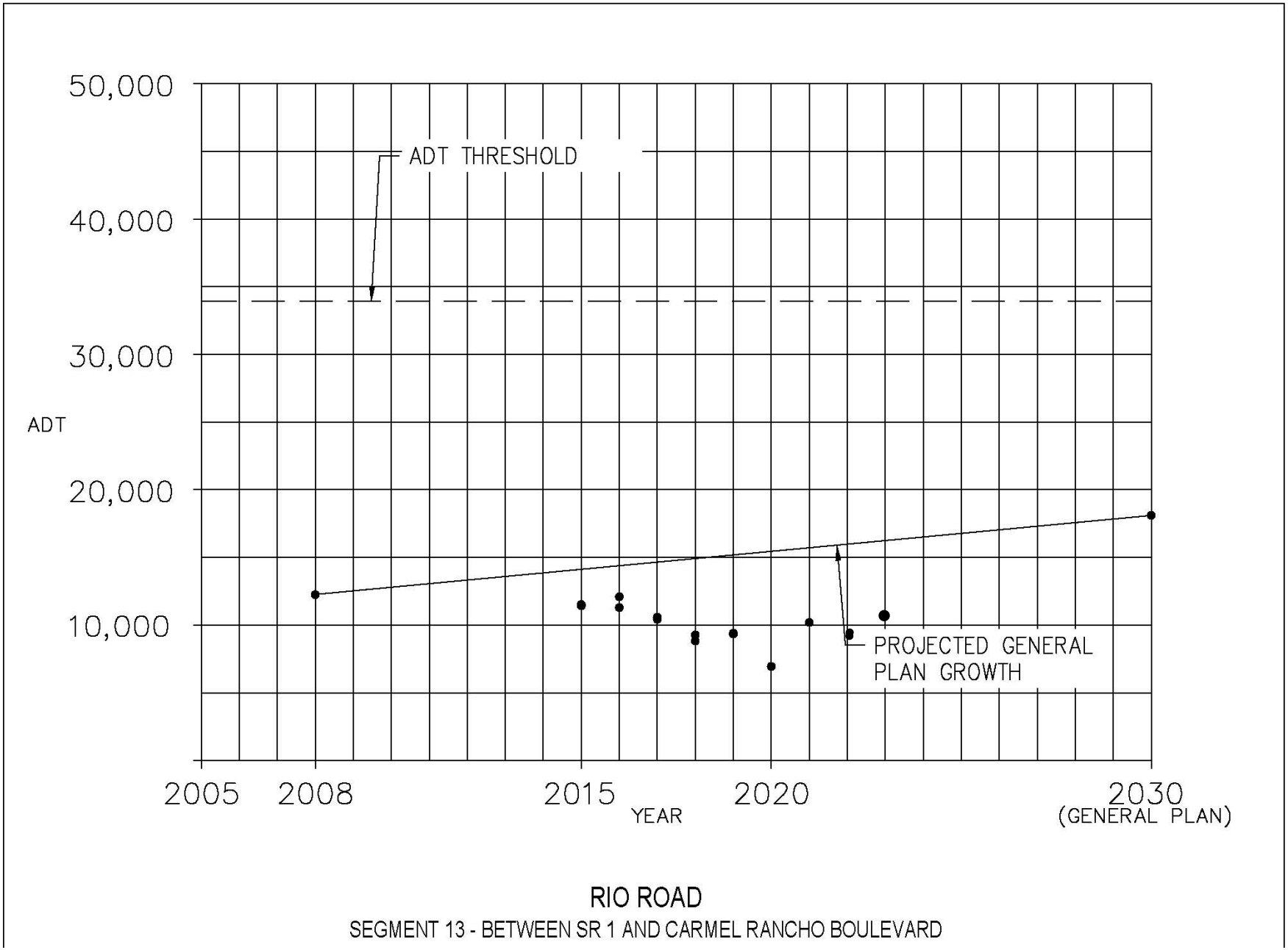
CARMEL RANCHO BOULEVARD

SEGMENT 11 - BETWEEN CARMEL VALLEY ROAD AND RIO ROAD



RIO ROAD

SEGMENT 12 - BETWEEN CARMEL RANCHO BOULEVARD AND VAL VERDE DRIVE



RIO ROAD

SEGMENT 13 - BETWEEN SR 1 AND CARMEL RANCHO BOULEVARD

ATTACHMENT E

CVMP Policy CV-2.17

CV-2.17 To implement traffic standards to provide adequate streets and highways in Carmel Valley, the County shall conduct and implement the following:

a) Twice yearly monitoring by Public Works (in June and October) of peak hour traffic volumes and daily traffic volumes at the following six (6) locations indicated in bold (at least one of the yearly monitoring periods will occur when local schools are in session):

	Carmel Valley Road	*ADT threshold*
1.	Holman Road to CVMP boundary	8487
2.	Holman Road to Esquiline Road	6835
3.	**Esquiline Road to Ford Road**	**9065**
4.	**Ford Road to Laureles Grade**	**11,600**
5.	**Laureles Grade to Robinson Canyon Road**	**12,752**
6.	**Robinson Canyon Road to Schulte Road**	**15,499**
7.	**Schulte Road to Rancho San Carlos Road**	**16,340**
8.	Rancho San Carlos Road to Rio Road	48,487
9.	Rio Road to Carmel Rancho Boulevard	51,401
10.	**Carmel Rancho Boulevard to SR1**	**27,839**
	Other Locations	
11.	Carmel Rancho Boulevard between Carmel Valley Road and Rio Road	33,495
12.	Rio Road between its eastern terminus at Val Verde Drive and Carmel Rancho Boulevard	6,416
13.	Rio Road between Carmel Rancho Boulevard and SR1	33,928

b) A yearly evaluation report shall be prepared by the Public Works Department in December that shall report on traffic along the six (6) indicated segments. The report shall evaluate traffic using the PTSF methodology (or such other methodology as may be appropriate for a given segment in the opinion of the Public Works Department), and the ADT methodology. ADT thresholds for each segment are listed above, and the Public Works Department shall annually establish appropriate PTSF or other methodology thresholds for each of the six (6) segments listed above.

c) A public hearing before the Board of Supervisors shall be held in January immediately following the December report when only 100 or fewer ADT remain before the ADT count for a segment will equal or exceed the indicated threshold, or where the PTSF (or such other methodology as may be appropriate for a given segment in the opinion of the Public Works Department) for a segment exceeds or is within one percent (1%) of the value that would cause a decrease in the LOS.

d) At five year intervals the County shall monitor all segments listed in *Policy CV-2.17(a)* and the annual report described in *Policy CV-2.17(b)* shall include a report on all segments. If such periodic monitoring and reporting shows that any segment not previously part of the annual report is within twenty percent (20%) of the listed ADT threshold, that segment shall thereafter be subject to the annual monitoring and reporting.

e) Also at five year intervals the County shall examine the degree to which estimates of changes in Levels of Service ("LOS") in the Carmel Valley Master Plan Area may be occurring earlier than predicted in the General Plan Environmental Impact Report. If the examination indicates that LOS are likely to fall to a lower letter grade than predicted for 2030, then the County shall consider adjustments to the cap on new residential units established in *Policy CV-1.6* and/or the cap on new visitor serving units established in *Policy CV-1.15* or other measures that may reduce the impacts, including, but not limited to, deferral of development that would seriously impact traffic conditions.

f) The traffic standards (LOS as measured by peak hour conditions) for the CVMP Area shall be as follows:

1) Signalized Intersections – LOS of "C" is the acceptable condition.
2) Unsignalized Intersections – LOS of "F" or meeting of any traffic signal warrant are defined as unacceptable conditions.
3) Carmel Valley Road Segment Operations:
   a) LOS of "C" and ADT below its threshold specified in Policy CV-2.17(a) for Segments 1, 2, 8, 9, 10, 11, 12 and 13 is an acceptable condition;
   b) LOS of "D" and ADT below its threshold specified in *Policy CV-2.17(a)* for Segments 3, 4, 5, 6, and 7 is an acceptable condition.

During review of development applications that require a discretionary permit, if traffic analysis of the proposed project indicates that the project would result in traffic conditions that would exceed the standards described above in *Policy CV 2.17(f)*, after the analysis takes into consideration the Carmel Valley Traffic Improvement Program to be funded by the Carmel Valley Road Traffic Mitigation Fee, then approval of the project shall be conditioned on the prior (e.g., prior to project-generated traffic) construction of additional roadway improvements or an Environmental Impact Report shall be prepared for the project, which will include evaluation of traffic impacts based on the ADT methodology. Such additional roadway improvements must be sufficient, when combined with the projects programmed for completion prior to the project-generated traffic in the Carmel Valley Traffic Improvement Program, to allow County to find that the affected roadway segments or intersections would meet the acceptable standard upon completion of the programmed plus additional improvements. Any EIR required by this policy shall assess cumulative traffic impacts outside the CVMP area arising from development within the CVMP

area.

This policy does not apply to the first single family residence on a legal lot of record. The use of the ADT methodology as set forth in this *Policy CV-2.17* shall be limited to the purposes described in the Policy, and the County may utilize any traffic evaluation methodology it deems appropriate for other purposes, including but not limited to, road and intersection design. This policy shall also not apply to commercial development in any Light Commercial Zoning ("LC") district within the CVMP area where the Director of Planning has determined that the requirement for a General Development Plan, or amendment to a General Development Plan, may be waived pursuant to Monterey County Code section
21.18.030 (E).

(Amended by Board Resolution 13-029)

Introduced: 11/21/2023
Version: 1

Current Status: Scheduled AM
Matter Type: General Agenda Item

Receive an update on the Enterprise Resource Planning (ERP) Replacement Project Planning.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive an update on the Enterprise Resource Planning (ERP) Replacement Project Planning.

SUMMARY:
This agenda item is to provide the Board of Supervisors with an overall project status update including project funding for the FY23-24 project implementation costs to date for the ERP Replacement project. Cost for subsequent fiscal years will be incorporated as the department prepares its requested budget for the corresponding fiscal year. As of the date of this report, there are no anticipated cost overruns and funding has been set aside for the full cost of the project.

DISCUSSION:
The last update provided to the Budget Committee was November 29, 2023 to provide an overall project status update including project funding for the FY23-24 project implementation costs to date for the ERP Replacement project. Due to the size, complexity, and impact to the entire County it was agreed that updates would be provided to this committee on an ongoing basis.
The Board of Supervisors approved the vendor agreements for Graviton Consulting Services (Implementation services), CherryRoad Technologies (Oracle licensing), and Emphasys Computer Solutions (Sympro Treasury and Debt Management) via Consent Agenda on 7/11/23.
The project officially kicked off with the Enterprise Resource Planning (ERP) phase in August. The objective is to provide the Board of Supervisors with an update on project progress made to date in addition to FY23-24 project expenditures to Fund 478 (ERP Resource Planning, sub fund ERP).
Currently both the project schedule and budget are on track. Project resources are currently a 'watch item', as Auditor Controller has only been able to fill 3 of 12 requested backfill positions and are supporting both the project and operational needs.
Some functionality gaps have been identified during detailed working sessions, however the implementor, Graviton Consulting and Oracle partners will work with County to address functional gaps prior to Go Live. This is the first of many iterations in the product design and development stage. The positive is that these gaps are being identified early on so that there is runway to address well in advance of User Acceptance Testing and Go Live. The County has already had the opportunity to perform 'hands-on' use case execution within the system.

OTHER AGENCY INVOLVEMENT:
The implementation project team will be led by Information Technology Department and will include

County Administrator Office, Auditor-Controller's Office, and Human Resources department leaders and staff. Other County departments will need to participate as stakeholders and will be engaged throughout various phases of the project.

FINANCING:
There is no financial impact from receiving this report, as required funding for the project will be provided by Fund 478 (Enterprise Resource Planning), Department 1050 CAO, Unit 8506, Appropriation Unit CAO034, which already includes the required funds. The available fund balance of the Enterprise Resource Planning project as of 07/01/2023 is estimated at $19,606,692. Total Expenditures in FY 2023-24 through the end of October 2023 are $1,695,565 with a current estimated fund balance of $17,911,127.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
In addition to supporting the existing basic ERP functions, the below Project Objectives support the BOS Strategic Initiative for Administration:
A. Enable the County to increase operational efficiencies by implementing best business practices and increased automation.
B. Implement standard functionality and best business practices embedded in the solution to reduce cost, long-term maintenance impacts, and avoid or minimize customizations.
C. Improve quality and accessibility of information through standard reports, ad hoc tools, and the ability to create new reports.
D. Promote a system that provides for self-services to the General Public, County departments, County employees, and external agencies via online and mobile capabilities.
E. Implement a scalable platform that will support future growth and integration without requiring significant upgrades, costs, and County resources.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Michelle Karim, IT Project Manager, 759-6901

Approved by:

_____ Date: _____
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
ERP Update

DocuSign Envelope ID: 2EADC418-49B7-4DF7-8E01-2693DFE3CCB6

Introduced: 11/21/2023 **Current Status:** Agenda Ready

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

a. Receive an update on the Enterprise Resource Planning (ERP) Replacement Project Planning.

RECOMMENDATION:

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C. Improve quality and accessibility of information through standard reports, ad hoc tools, and the ability to create new reports.
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E. Implement a scalable platform that will support future growth and integration without requiring significant upgrades, costs, and County resources.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Michelle Karim, IT Project Manager, 759-6901

Approved by:

DocuSigned by:
Eric Chatham
747D862C7BD04AE...
Date: 11/22/2023 | 9:27 AM PST
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
ERP Update

County of Monterey

ERP Replacement Update

August - November 2023



GRAVITON CONSULTING SERVICES

Agenda

- Pre-Implementation Activities
- Status Summary
- Progress
- Attention Areas
- Scope
- Schedule
- Costs
- Resources
- Planned Activities

GRAVITON
CONSULTING SERVICES

Pre-Implementation Activities

- Current CGI Contract and Support ends in June 2024
- Internal Service Revenue Fund established in 2019 to build project reserve fund of $20M
- County released RFP May 2022
- 10 vendor proposals received
- Based on vendor evaluation and selection criteria, issued Intent to Award to Graviton Consulting Services/Oracle in April 2023
- Vendor agreements approved by Board of Supervisors 7/11/23
- Project Kicked Off August 2023

ERP Status Summary

- Project on track for delivery
- Enterprise Resource Planning (ERP) & Enterprise Performance Management (EPM) Delivery date is November 2024
- One Change Request approved to date to move up EPM schedule
- Total Project Estimated cost of $18,604,808
- Watch Items:
  - County Resources
  - Functional Gaps identified to date

GRAVITON CONSULTING SERVICES

Progress

Key Accomplishments

- ✓ Project Kick-Off meetings held with Executives, Core Project Team, and Department Stakeholders
- ✓ Business Process Familiarization (BPF) Sessions completed as of 9/22 (22 sessions)
- ✓ CEMLI (Configuration/Extension/Modification/ Localization/Integration) Cycle 1 sessions completed as of 10/27 (55 sessions)

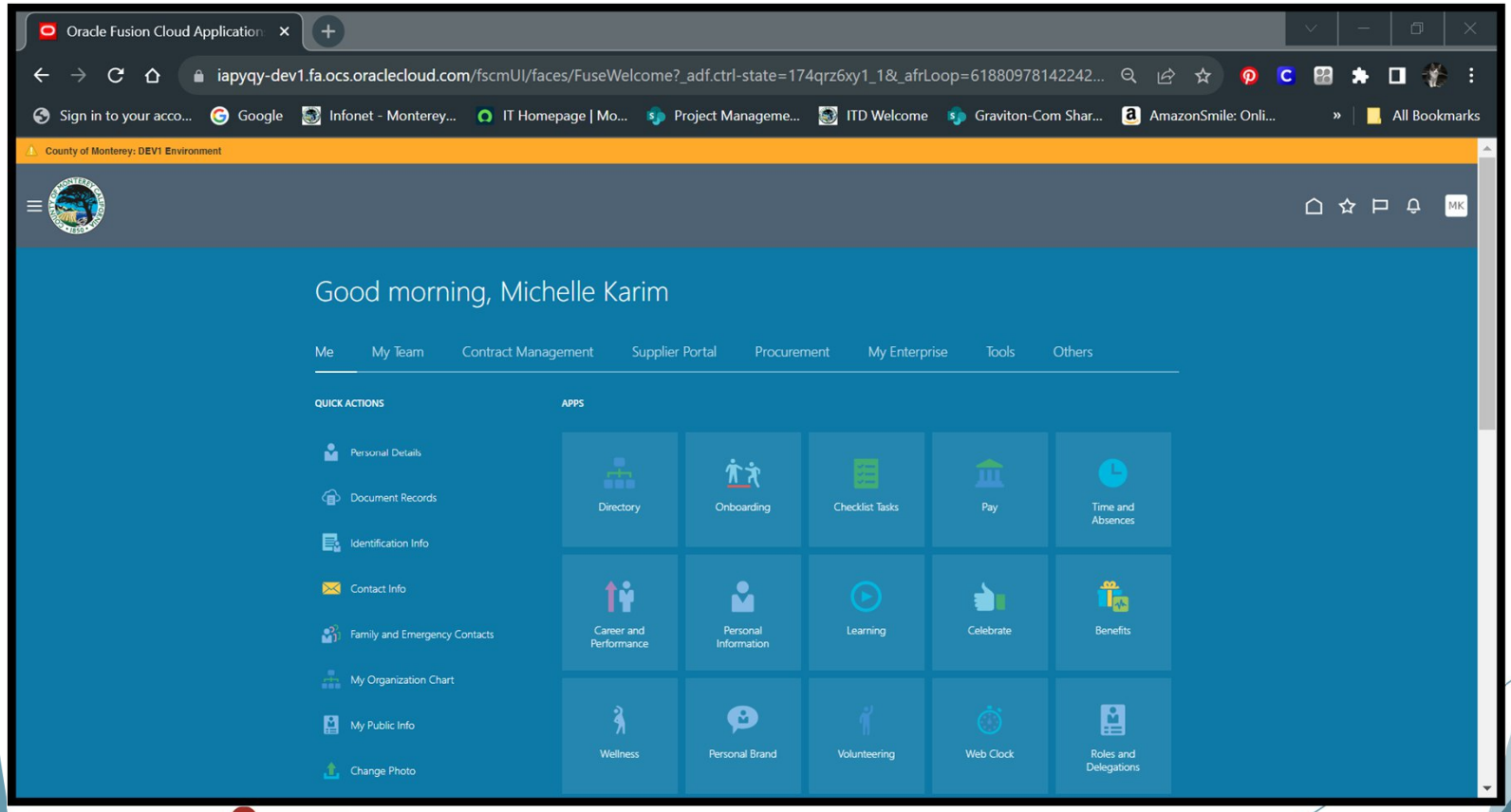
In Progress

- Conference Room Pilot Sessions 11/6 – 12/14 *County's first hands-on experience within the new Oracle system!

GRAVITON
CONSULTING SERVICES

Oracle County Branding Preview

County branding selection based on Department Stakeholder survey!



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Attention Areas

Resources

- Auditor Controller - 3 of 12 backfill positions filled to date; recruitment efforts are ongoing
- Key staff is supporting both project and operational needs
- Human Resources - Recruitment for backfill positions in progress

Scope

- Some functional gaps have been identified during discovery sessions that will need to be addressed prior to Go Live
- Example: Lack of approval workflow for Accounts Receivable/Cash Receipts may result in re-evaluation of implementing the Accounts Receivable, Projects, and Grants modules
- County project team is working with Graviton Consulting and Oracle partners to address functional gaps

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Scope

General:
Dashboards & Reporting
Mobile Capabilities
Integrated Modules
3rd Party Vendor/Internal Interfaces
Security & Workflow Automation

Enterprise Resource Planning (ERP):
General Ledger
Accounts Payable
Accounts Receivable
Fixed Assets
Bank Reconciliation
Grants & Projects
Financials Reporting
Risk Management
Procurement
Vendor Management

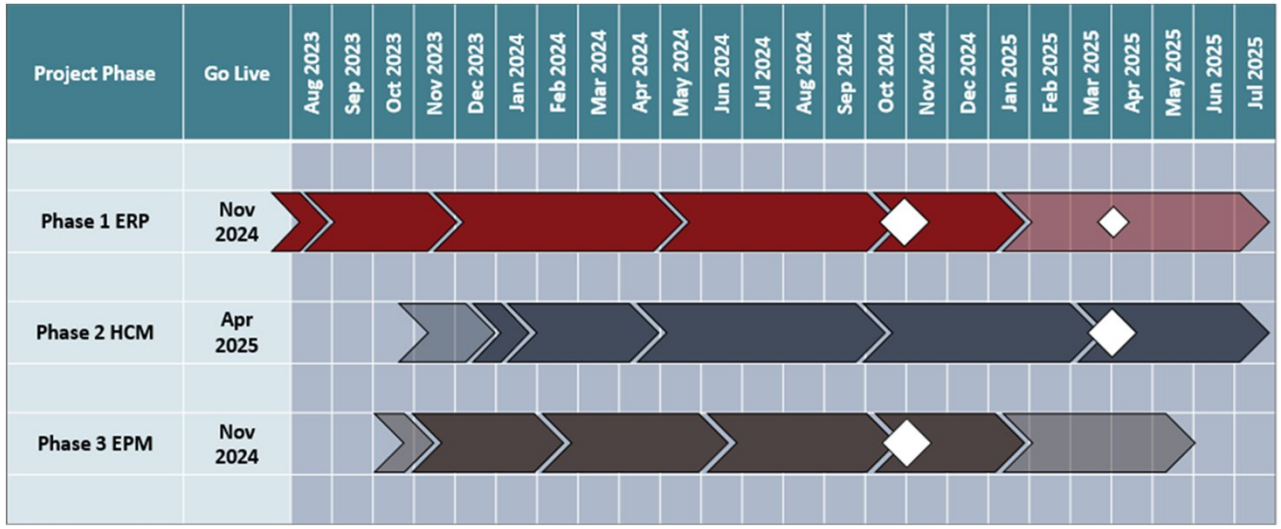
Enterprise Performance Management (EPM):
Budgeting & Planning
Integrated Narrative Reporting
Reconciliation
Cost Management & Allocations
Financial Close & Consolidation

Human Capital Management (HCM):
Employee Self-Service
Personnel Management
Position Control/Management
Benefits
Leave/Absence Management
Compensation Planning & Tracking
Payroll/Time Entry
Knowledge Base & Case Management
Communications

GRAVITON CONSULTING SERVICES

COUNTY OF MONTEREY CALIFORNIA 1850

Schedule



Project Phase	Phase Kick-off Date	Go-Live Date	Second Go-Live Date	Phase End Date
Phase 1 ERP	08/07/2023	11/01/2024	04/01/2025	08/01/2025
Phase 2 HCM	01/08/2024*	04/01/2025		08/01/2025
Phase 3 EPM	10/16/2023	11/01/2024		05/30/2025

Schedule Update: CR01 approved to move up EPM implementation activities sooner to align with ERP Go Live

GRAVITON CONSULTING SERVICES

COUNTY OF MONTEREY CALIFORNIA 1850

Budget

Projected ERP Project Reserve Balance	
Total Estimated Project Reserve Balance	$ 20,445,740
Total Planned Project Costs	$ 18,604,808
Total Cost Plan & Other County Expenses/Reimbursements	$ 250,483
Total Estimated Project Reserve Balance	$ 1,590,448

	FY23-24 Planned Costs	FY23-24 Expenses to Date
Vendor Implementation Services	$2,211,992	$274,496
Vendor Licensing Costs	$1,255,296	$1,203,318
Total Vendor Costs	**$3,467,288**	**$1,477,814**
County Staffing Costs	$3,607,728	$196,701
Total Vendor & County Staffing Costs	**$7,075,016**	**$1,674,515**
Contingency Funding	$1,149,144	$0
Total Costs	**$8,224,160**	**$1,674,515**
Cost Plan Charges	$ -	$ 18,274
Other County Costs & Reimbursements		$ 2,326
Totals	**$8,224,160**	**$1,695,115**

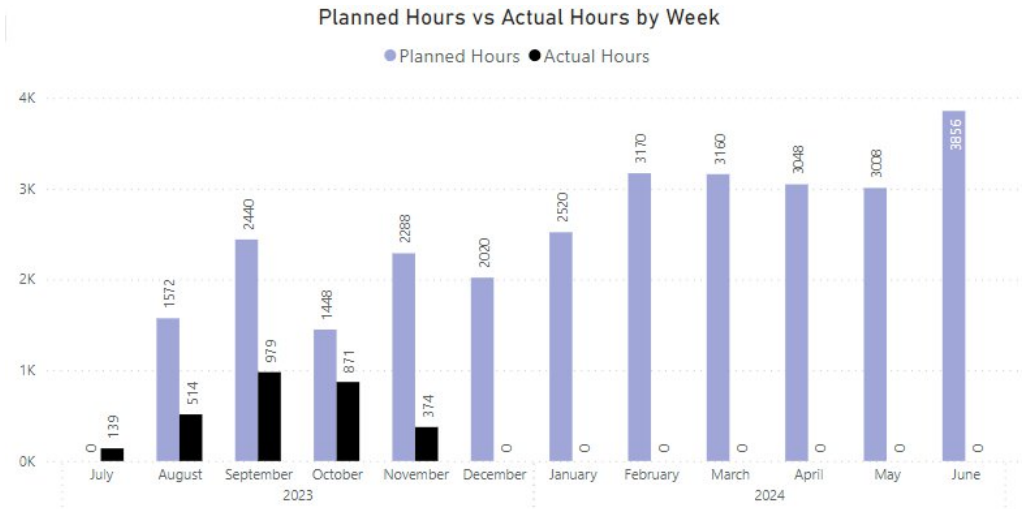
*Refer to Appendix A for overall project cost details

FY23-24 Costs:

- Budget based on planning and current projections
- FY23-24 Planned Costs - $8,224,160
- FY23-24 Expenses to date - $1,695,115
- CR01 approved to move up EPM implementation added cost of $80,900 for additional 7 months of EPM licensing *no impact to overall budget

Resources

- All staff is working to keep the project on track
- Although resource hours are currently running under, key staff is having to support both project and operational needs



6,604
Planned Hours to Date

2,873
Actual Hours to Date

-3,731
Hour Difference to Date

GRAVITON
CONSULTING SERVICES

Core Project team & Governance

Dept	Executive Sponsor/ Governance	Steering Committee	Project Team
CAO	Sonia De La Rosa	Ezequiel Vega Rios	Budget Office Lead & SME: Ezequiel Vega Rios Contracts & Purchasing: Debra Wilson, Tom Skinner, Jessica Rodriguez
ACO	Rupa Shah	Burcu Mousa	Functional Leads: Siomara Barajas, Hilda Castro, Ma Mon, Azam Habibi, Andrew Valentine, Jessica Medawar ERP BA's: Usha Talabhaktula, Kevin Tate, Mike Alcorn, Ben Schnoor FIN SME's: Judith Taperla, Debi Glau-Richards, William Houser, Gracie Rubio, Melissa Carranza Payroll SME: Patsy Girard
HRD	TBD	Kim Moore Ariana Hurtado	HR Functional Leads: Idalia Ow. Wendell Sells Benefits SME's: Sunny Haight, Melissa Zamora, Luis Hueso HR SME: Maria Partido
ITD	Eric Chatham	Paresh Patel Michelle Karim	Implementation/Program Manager: Michelle Karim Project Manager: Renee Parker Change Manager: Heather Wood Technical Lead: Anusha Ignatius Software Programmers: Cynthia Alcala-Sy, Sunil Mehta, Moon Wang, James Weber, Jose Maldonado

Governance Update & Planned Activities

Public Record Requests:

- Completed 4 Public Record Act Requests related to the RFP vendor proposal submissions and award

Planned Activities for Next Period:

- ERP Conference Room Pilot 1 Completion
- ERP CEMLI Cycle 2 Completion
- ERP Conference Room Pilot 2 Completion
- EPM Phase Kick-Off In Progress
- HCM Phase Kick-Off January 2024
- Next Budget Committee Update – March 2024

GRAVITON CONSULTING SERVICES

Questions?

Michelle Karim

karimm@co.Monterey.ca.us

(831)759-6901

Overall Project Budget Forecast & Expenses

Planned Project Implementation Costs	FY21-23 Planned	FY21-23 Actuals	FY23-24 Planned	FY23-24 Actuals	FY23-24 Remaining Balance	FY24-25 Planned	FY25-26 Planned	Total Planned	Total Actuals
Estimated County Staffing Costs*	$ 690,546	$ 478,536	$ 3,607,728	$ 196,701	$ 3,411,027	$ 3,778,639	$ 211,483	**$ 8,288,396**	**$ 675,237**
Non-personnel Reimbursement				$ 1,605					
Cost Plan Charges				$ 18,274	$ (18,274)			$ -	$ 18,274
Other County Costs		$ 617		$ 721	$ (721)			$ -	$ 1,338
Total County Costs	**$ 690,546**	**$ 479,153**	**$ 3,607,728**	**$ 217,301**	**$ 3,390,427**	**$ 3,778,639**	**$ 211,483**	**$ 8,288,396**	**$ 694,849**
Graviton Consulting Implementation Services			$ 2,137,992	$ 274,496	$ 1,863,496	$ 2,595,336	$ 157,392	$ 4,890,720	$ 274,496
Oracle Delivery Assurance**			$ 70,000	$ -	$ 70,000	$ 70,000	$ 20,000	$ 160,000	$ -
Total Graviton Implementation Services Cost			**$ 2,207,992**	**$ 274,496**	**$ 1,933,496**	**$ 2,665,336**	**$ 177,392**	**$ 5,050,720**	**$ 274,496**
Contingency *(20%)*			$ 1,149,144		$ 1,149,144	$ 1,274,795	$ 73,775	**$ 2,497,714**	$ -
Oracle System Licensing Cost (CherryRoad Technologies)			$ 1,182,699	$ 1,157,520.53	$ 25,178.87	$ 1,413,823		$ 2,596,523	$ 1,157,521
Oracle PaaS Universal Credits** (CherryRoad Technologies)			$ 26,800		$ 26,800	$ 26,800		$ 53,600	$ -
Total Oracle Sytem Licensing Costs			**$ 1,209,499.40**	**$ 1,157,520.53**	**$ 51,978.87**	**$ 1,440,623**	**$ -**	**$ 2,650,123**	**$ 1,157,521**
Emphasys Sympro SaaS Subscription			$ 45,797	$ 45,797	$ -	$ 52,458		$ 98,255	$ 45,797
Emphasys Implementation Services			$ 4,000		$ 4,000	$ 15,600		$ 19,600	$ -
Total Emphasys Sympro Costs			**$ 49,797**	**$ 45,797**	**$ 4,000**	**$ 68,058**	$ -	**$ 117,855**	**$ 45,797**
Total Implementation Cost	**$ 690,546**	**$ 479,153**	**$ 8,224,160**	**$ 1,695,115**	**$ 6,529,046**	**$ 9,227,452**	**$ 462,650**	**$ 18,604,808**	**$ 2,172,663**
**Only Actual Hours will be reimbursed from the project reserves*									
***Maximum estimate; will only be billed for actual usage*									

County of Monterey

Board Report

Legistar File Number: OBM 24-013

Item No.14

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

January 30, 2024

Introduced: 1/24/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Item No.15

Board Report

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

Legistar File Number: OBM 24-014

January 30, 2024

Introduced: 1/24/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

New Referrals

Introduced: 1/8/2024 **Current Status:** Scheduled AM

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

a. Receive a status report on the Board Referral 2020.12 "Consider funding options to increase the Pavement Condition Index of County roads to at least a 'Fair' standard over the next ten years";
b. Support implementation of a financing plan for the local road rehabilitation pilot program;
c. Approve the initial local road repair plan; and
d. Provide direction to staff.

RECOMMENDATION:
It is recommended the Board of Supervisors:
a. Receive a status report on the Board Referral 2020.12 "Consider funding options to increase the Pavement Condition Index of County roads to at least a 'Fair' standard over the next ten years";
b. Support implementation of a financing plan for the local road rehabilitation pilot program;
c. Approve the initial local road repair plan; and
d. Provide direction to staff.

SUMMARY:
This report provides an update to the Board of Supervisors on the status of the proposed local road rehabilitation pilot program and recommends that the Board support the financing approach (Version 2) and proposed initial 10-year plan.

DISCUSSION:
Background
The County Administrative Office (CAO) and the Public Works, Facilities, and Parks Department (PWFP) received Board Referral 2020.12 on March 3, 2020, to consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years. Upon receiving the Board Referral, staff began researching options and consulted with the County's municipal advisor, KNN Public Finance (KNN), to identify funding/financing strategies within the context of the Road Fund existing revenue sources. Staff reviewed financing tools that the Board has mentioned in the past, starting with iBank, then the Total Road Improvement Program (TRIP), and lines of credit. KNN performed extensive research and analysis of potential financing options and security structures to possibly leverage existing Road Fund revenues. Based on this collective research and evaluation, the primary financing options available are: 1) Revenue Bonds, non-General Fund backed; and 2) Certificates of Participation (COPs), General Fund backed - but with debt service/repayment covered by the Road Fund (specifically, Measure X revenue proceeds).

Attachment A is the report which went to the Capital Improvement Committee (CIC) on March 6, 2023. It outlines a proposed debt financing approach (Version 1) and summarizes previous status and

options as well as related concerns and questions. This was scheduled to go to the full Board for direction in late March; however, PWFP's response to the Winter Storms precluded doing so at that time. Subsequently, after further evaluation, and in response to concerns iterated by both the Debt Advisory Committee (DAC) and Budget Committee, staff in PWFP have developed a third financing option for Board consideration - one which does not involve bond issuance or debt financing.

Previously Proposed Financing Approach - Summary (Version 1)
This financing approach would rely on available Road Fund balance to fund local road repairs until Fiscal Year (FY) 2025, at which time a General Fund COP of approximately $43 million would be issued to continue funding the program, followed by another issuance of about $23 million in FY 2028. This approach would rely solely on the availability of Measure X revenues to secure and repay the bonds (approximately $5 million per year for 20 years starting in FY29). The estimated total debt service for these two issuances is about $109 million, with a total interest cost of $43.3 million.

The alternative Revenue bond issuance would cost the Road Fund about $4.9 million more in higher interest costs. These are preliminary estimates, which would be refined and further detailed at the time the Board is asked to formally approve the first debt issuance.
(Refer to Attachment B for more detailed information - PowerPoint used for Budget Committee presentation on November 30, 2022).

Summary of Concerns with Version 1 and regarding possible Bond financing:

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PWFP staff recognize the validity of the concerns which were expressed and believe that the most significant issues are the cost of debt service and satisfying commitments to the higher-volume County roads that serve as important agricultural and tourism links which strengthen the regional economic base.

Present Proposed Financing Approach for new Local Road Rehabilitation Program - Version 2

This proposed alternative financing approach would also rely on available Road Fund balance to fund local road rehabilitation work until Fiscal Year (FY) 2025; however, this would become a 'pay as you go' (PAYGo) program (rather than debt financed) from that point forward (for the remaining term of the 10 year 'Pilot Program'). The dedicated funding source would be the Road Fund's share of the County Transient Occupancy Tax (TOT). With the adoption of the FY 2024 Budget, there was follow-up that directed staff to implement the Financial Policy for the Road Fund that includes allocating 25% of TOT to the Road Fund in FY 2025 as part of the FY 2025 budget process. This proposed PAYGo program describes how those funds would be used.

Fundamental tenets and potential benefits of this approach, include:

- **No Planned Bond Issuance** - Switching to a 'PAYGo" program should mitigate concerns regarding the cost of the program, specifically, the high cost of debt service (utilizing Measure X revenues to secure and repay the bonds). This would also conform with the BC's suggestion to pursue local road repair to the extent existing revenue sources allow.
- **Convert Local Road Rehabilitation Program to 'PAYGo' utilizing TOT -** starting in FY25. There is currently a planned increased transfer to the Road Fund in FY25 from General Fund TOT to 25% of tax receipts. As a result, just over $10 million is projected to be available in FY25 (up from $6.2 million in the current fiscal year - FY24). The projected 10 -year total for this revenue stream is a little over $105 million.
    - For possible reference, Attachment C is the existing County General Financial Policy. Within Section 7.9 (page 13), there is a clause dealing with the transfers to the Road Fund - 'Contributions to the Road Fund' which reads as follows: "In FY 2013-14, the TOT contribution percentage for the Road Fund was established by the Board at twenty percent (20%) of total TOT revenue. Per annum, the contribution shall increase by one percent (1%) until it reaches a twenty-five percent cap (25%). This contribution replaces, and is not in addition to, the $2.0 million the County previously provided per annum to the Road Fund from the General Fund."
- **Use of Measure X and SB1 -** Switching to a 'PAYGo' program will permit these funds to be dedicated to major maintenance and road improvements consistent with what was originally envisioned when passed by the electorate in 2016 and 2017 (i.e., for Pavement Management and other improvements on higher-volume County roads which function to strengthen the economic backbone of the region).

  In addition, the current road selection process of the 5-year CIP prioritizes these higher-volume roads that carry significant amounts of people and goods movement, particularly agricultural goods (a policy of the Monterey County General Plan), and is consistent with other policies of the Circulation Element of the Monterey County General Plan.

Switching to a "PAYGo" program allows more funding for these roads in the 5-year CIP to be performed (rather than paying interest on debt).

Measure X is primarily needed to fund any on-going program for major maintenance/upgrade of higher-volume County roads that serve as important agricultural and tourism links. Being able to avoid using a substantial portion of this recurring revenue stream to pay bond debt will also facilitate our being better able to:

- Satisfy specific commitments which were made to the Ag community in 2016.
- Fund other Safety and Operational improvements on the County high volume system (e.g., Intersection upgrades).
- Retain a focus on roads of primary importance to the regional economic base.
- Perform road repairs in the communities of Pajaro, Castroville, Boronda, and Chualar.
- Manage the Road Fund to stay 'in the black 'and comply with the County's General Financial Policies which recommend that major funds create reserves for operational contingencies equal to one percent (1%) of estimated annual revenue and a strategic reserve equal to ten percent (10%) of estimated annual revenue.

- **Satisfy Objective of Board Referral 2020.12 - "Consider funding options to increase the Pavement Condition Index to at least a 'Fair' standard over the next ten years".** PWFP staff believe that a "Fair" Standard is achievable without bonding. Pavement Condition Index (PCI) provides a snapshot of the pavement health of a road. PCI is measured on a scale of 0 to 100 where 100 means a newly paved road. Examples of typical pavement surface distresses are spalling, rutting, scaling, and cracking. The Overall System PCI for County Roads is presently about 45. In fact, it appears County efforts will attain 50 ('Fair') by 2032 with the current/continued Pavement Management Program utilizing existing Measure X and SB1 revenue streams for major maintenance/upgrade of higher-volume County roads which serve as important agricultural and tourism links, and consistent with the Circulation Element policies of the Monterey County General Plan.
- **Retain Initial Road Repair Plan** as previously developed and presented (i.e., with a 10 -year pilot plan) as a guide for the Program - refer to Attachments D and E). Some restructuring may be necessary on an annual basis to align cash flow to match available revenue. This will be accomplished as part of the regular yearly Capital Improvement Program (CIP) Update (i.e., specific scheduling of projects may be adjusted from what is reflected in the program as initially developed in 2022).
- **Retain (Existing) Community Road Maintenance Program (CRMP)** - for unprogrammed, qualifying road maintenance projects where the funding is allocated among the supervisorial districts, and that can be handled by PWFP at the discretion of the Director of PWFP. Examples of qualified projects include, but are not limited to: street sweeping, vegetation clearing, litter removal, etc. (beyond base program). Funding for CRMP is from TOT and divided among the supervisorial districts based on a formula set forth in the adopted policy.
- **Other related local road programs** would also be housed in this program, including:
    - **Annual Seal Coat Program** (already part of TOT **-** currently $2 million per year).
    - **Measure X Community Street Repair Program** - currently $1.4 million per year. This existing program focuses on deferred maintenance on County maintained roads in

neighborhoods which are part of disadvantaged communities, as well as neighborhoods which are part of communities without CSAs (Castroville, Boronda, Pajaro, and Chualar).

- **Sample Program Year (FY25)** - for illustration purposes (all numbers rounded for discussion simplicity's sake):

  Revenue: $10 million

  Expenditure categories:

  - $1.5 million - CRMP (25% of revenue of previous TOT allocation)
  - $2.0 million - Annual Seal Coat Program
  - $1.0 million - Maintenance crew needs
  - $5.5 million - Other planned projects in Local Road Rehabilitation Program and/or Added Capacity for Measure X Community Street Repair Program
  - Total: $10 million

- **Recommended Policy Framework/Priorities**

  Subject to funding capacity:

  1. Available for deferred maintenance on County maintained roads in neighborhoods which are part of disadvantaged communities.
  2. Available for deferred maintenance on County maintained roads in neighborhoods which are part of communities without CSAs.
  3. Available for one-time deferred maintenance on County maintained roads in neighborhoods which are part of CSA areas - with concurrent commitment to activation and utilization of the CSA's 'Street and Sidewalk Maintenance' function moving forward.

Other Financing Alternatives?

Another alternative could include borrowing from county funds and/or reducing the scope of the 10-year pilot plan. This is not recommended at this time; however, this alternative can be reevaluated in the future if necessary as work on the pilot plan proceeds.

There are also potentially grant opportunities and other funding avenues possible through the new Federal infrastructure bill, the "Bipartisan Infrastructure Law." Staff will continue to research and explore these potential opportunities when they are released; however, if successful, staff believes that they should be viewed as extending the program reach (via supplementing).

Initial Road Repair Plan (unchanged from Version 1)

PWFP engaged a consultant to help develop a proposed 10-year plan to show how and where bond financing proceeds would be applied to improve local County roads. Local roads in need of repair were selected in areas to make meaningful improvements to entire communities or neighborhoods and address needed deferred maintenance. These community roads would not have otherwise been selected over the other roads in the 5-year CIP. The proposed plan assumed that approximately $100 million would be available over the 10-year period, which results in about 124 centerline miles of roads that would be improved. The plan is intended to be a living document that will be periodically updated; therefore, roads could be added or deleted depending on funding availability over the life of

this program. The plan focuses on pavement repair and rehabilitation, and other road related repair needs such as drainage features, sidewalks, etc., will be addressed via other road maintenance funding programs. There are no County roads in District 1 (which is entirely comprised of the City of Salinas) and the relatively few County roads in District 4 are not local roads targeted under this program. Therefore, the road sections in this proposed program are contained only in Supervisorial Districts 2, 3, and 5.

While this plan focuses on communities (such as Aromas, San Ardo, Spreckels, Bradley, Moss Landing (residential), etc.), many of the targeted roads are in County Service Areas (CSAs) because these form distinct, residential neighborhood areas, and District 5 has many large CSAs. Therefore, District 5 has the highest percentage of roads targeted under this bond-financed program. Some CSAs include road maintenance services, and after the condition of those roads is improved by this program, those CSAs will be solely responsible for funding future road maintenance per discussion during prior meetings. Roads included in the program were grouped into neighborhoods, so that roads located in relatively close geographic proximity were included in the same neighborhood. This was done to complete repairs on selected roads in the same geographic area to avoid returning to the same area multiple times over the life of the program. This will create cost efficiencies as contractors working on projects under this program can address multiple roads in the same area at the same time and minimize disruption to residents and motorists by impacting the selected roads in the same geographic area with construction activity only once.

The proposed program will have a meaningful impact on the quality of the local roads in the pilot plan, improving the condition of these roads from an overall "Poor" condition rating to an overall "Very Good" condition. Without this program, these roads would continue to decline, perhaps even to a "Very Poor/Failed" condition - even though the overall County maintained road system rating is expected to reach 'Fair' within 10 years. The table in Attachment D lists the neighborhoods selected for each year of the 10-year program, along with preliminary estimated costs. Maps depicting the roads included within each neighborhood and additional details on the proposed program are included in the report provided in Attachment E.

Current Status

The first two years of the program (FY23 and 24) are underway utilizing Road Fund balance as previously discussed:

- Design is underway for Aromas with construction anticipated in FY25.
- Road rehabilitation work in CSAs 25 and 66 has been completed.
- Design is underway for San Ardo, with construction anticipated over the next two Fiscal Years (FY25 and 26).
- Design is underway for Tierra Grande with construction anticipated in FY25.

The specific planned work plan for years FY25-29 will be included in the 5 Year CIP presented to the Board in the spring of 2024.

Staffing for the Program

Staffing increases to implement the local road rehabilitation will be measured and modest, and rely on

increased consultant support (i.e., a "hybrid" approach which has been discussed with the CIC and Board). With this measured approach, PWFP believes that we will be able to make timely progress on delivery of an increased number of road improvement projects.

Staff recommends implementing the new Local Road Rehabilitation Program as 'PAYGo' utilizing TOT (rather than leveraging the Road Fund's Measure X transaction revenues to support either a General Fund COP or Revenue COP bond issuance).

OTHER AGENCY INVOLVEMENT:
PWFP staff continues to coordinate with the County Administrative Office Budget & Analysis Division. They are aware that the recommended approach is now for a PAYGo program using TOT rather than debt financing. The proposed bond-funded local road repair program has been discussed at the CIC at its September 13, 2021 meeting; the CIC at its November 8, 2021 meeting with its implementation plan; the BC at its November 18, 2021 meeting; the full Board of Supervisors at its February 8, 2022 meeting for direction as a pilot; the DAC at its November 21, 2022 meeting; the BC at its November 30, 2022 meeting; and the CIC at its March 6, 2023 meeting.

FINANCING:
Staff recommends implementing the new Local Road Rehabilitation Program as 'PAYGo' utilizing TOT (rather than leveraging the Road Fund's Measure X transaction revenues to support either a General Fund COP or Revenue COP bond issuance). There would be no impact to General Fund revenues other than the use of TOT consistent with the existing County General Financial Policy.

If the Board concurs, then staff will develop and return with a formal Policy for the Local Road Rehabilitation Program which will set out the fundamental framework, tenets, and policies/priorities for adoption and inclusion in the Board Policy Manual (with implementation starting next Fiscal Year 2025).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
A key objective has been to find funding sources for much needed maintenance to the County's transportation infrastructure. Financing helps to fulfill this objective. Combining these funds with federal and/or state grants will extend funding even further. The recommended action supports the following Board of Supervisors' Strategic Initiative below:

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

Prepared by: Benny J. Young, Management Specialist - Public Works, Facilities and Parks
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Jessica Cordiero-Martinez, Finance Manager III
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - CIC Report - March 6, 2023
Attachment B - PowerPoint from BC Report - November 30, 2022
Attachment C - FY 202324 General Financial Policy
Attachment D - Initial Local Road Repair Program Summary Table
Attachment E - Initial Local Road Repair Program Complete Report

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Introduced: 1/8/2024 **Current Status:** Scheduled AM

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

a. Receive a status report on the Board Referral 2020.12 "Consider funding options to increase the Pavement Condition Index of County roads to at least a 'Fair' standard over the next ten years";
b. Support implementation of a financing plan for the local road rehabilitation pilot program;
c. Approve the initial local road repair plan; and
d. Provide direction to staff.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Receive a status report on the Board Referral 2020.12 "Consider funding options to increase the Pavement Condition Index of County roads to at least a 'Fair' standard over the next ten years";
b. Support implementation of a financing plan for the local road rehabilitation pilot program;
c. Approve the initial local road repair plan; and
d. Provide direction to staff.

SUMMARY:

This report provides an update to the Board of Supervisors on the status of the proposed local road rehabilitation pilot program and recommends that the Board support the financing approach (Version 2) and proposed initial 10-year plan.

DISCUSSION:

Background

The County Administrative Office (CAO) and the Public Works, Facilities, and Parks Department (PWFP) received Board Referral 2020.12 on March 3, 2020, to consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years. Upon receiving the Board Referral, staff began researching options and consulted with the County's municipal advisor, KNN Public Finance (KNN), to identify funding/financing strategies within the context of the Road Fund existing revenue sources. Staff reviewed financing tools that the Board has mentioned in the past, starting with iBank, then the Total Road Improvement Program (TRIP), and lines of credit. KNN performed extensive research and analysis of potential financing options and security structures to possibly leverage existing Road Fund revenues. Based on this collective research and evaluation, the primary financing options available are: 1) Revenue Bonds, non-General Fund backed; and 2) Certificates of Participation (COPs), General Fund backed - but with debt service/repayment covered by the Road Fund (specifically, Measure X revenue proceeds).

Attachment A is the report which went to the Capital Improvement Committee (CIC) on March 6, 2023. It outlines a proposed debt financing approach (Version 1) and summarizes previous status and

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options as well as related concerns and questions. This was scheduled to go to the full Board for direction in late March; however, PWFP's response to the Winter Storms precluded doing so at that time. Subsequently, after further evaluation, and in response to concerns iterated by both the Debt Advisory Committee (DAC) and Budget Committee, staff in PWFP have developed a third financing option for Board consideration - one which does not involve bond issuance or debt financing.

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Fundamental tenets and potential benefits of this approach, include:

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- Perform road repairs in the communities of Pajaro, Castroville, Boronda, and Chualar.
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neighborhoods which are part of disadvantaged communities, as well as neighborhoods which are part of communities without CSAs (Castroville, Boronda, Pajaro, and Chualar).

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  Revenue: $10 million

  Expenditure categories:

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  - $5.5 million - Other planned projects in Local Road Rehabilitation Program and/or Added Capacity for Measure X Community Street Repair Program
  - Total: $10 million

- **Recommended Policy Framework/Priorities**

  Subject to funding capacity:

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Staffing increases to implement the local road rehabilitation will be measured and modest, and rely on

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increased consultant support (i.e., a "hybrid" approach which has been discussed with the CIC and Board). With this measured approach, PWFP believes that we will be able to make timely progress on delivery of an increased number of road improvement projects.

Staff recommends implementing the new Local Road Rehabilitation Program as 'PAYGo' utilizing TOT (rather than leveraging the Road Fund's Measure X transaction revenues to support either a General Fund COP or Revenue COP bond issuance).

OTHER AGENCY INVOLVEMENT:
PWFP staff continues to coordinate with the County Administrative Office Budget & Analysis Division. They are aware that the recommended approach is now for a PAYGo program using TOT rather than debt financing. The proposed bond-funded local road repair program has been discussed at the CIC at its September 13, 2021 meeting; the CIC at its November 8, 2021 meeting with its implementation plan; the BC at its November 18, 2021 meeting; the full Board of Supervisors at its February 8, 2022 meeting for direction as a pilot; the DAC at its November 21, 2022 meeting; the BC at its November 30, 2022 meeting; and the CIC at its March 6, 2023 meeting.

FINANCING:
Staff recommends implementing the new Local Road Rehabilitation Program as 'PAYGo' utilizing TOT (rather than leveraging the Road Fund's Measure X transaction revenues to support either a General Fund COP or Revenue COP bond issuance). There would be no impact to General Fund revenues other than the use of TOT consistent with the existing County General Financial Policy.

If the Board concurs, then staff will develop and return with a formal Policy for the Local Road Rehabilitation Program which will set out the fundamental framework, tenets, and policies/priorities for adoption and inclusion in the Board Policy Manual (with implementation starting next Fiscal Year 2025).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
A key objective has been to find funding sources for much needed maintenance to the County's transportation infrastructure. Financing helps to fulfill this objective. Combining these funds with federal and/or state grants will extend funding even further. The recommended action supports the following Board of Supervisors' Strategic Initiative below:

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

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Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Jessica Cordiero-Martinez, Finance Manager III
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

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Attachments:
Attachment A - CIC Report - March 6, 2023
Attachment B - PowerPoint from BC Report - November 30, 2022
Attachment C - FY 202324 General Financial Policy
Attachment D - Initial Local Road Repair Program Summary Table
Attachment E - Initial Local Road Repair Program Complete Report

Attachment A

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Introduced: 2/23/2023 **Current Status:** Agenda Ready

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

a. Receive a status report on the Board Referral 2020.12 "Consider funding options to increase the Pavement Condition Index of County roads to at least a 'Fair' standard over the next ten years";
b. Support implementation of a financing plan for the local road repair pilot program;
c. Approve the initial local road repair plan; and
d. Provide appropriate direction to staff.

RECOMMENDATION:

It is recommended the Capital Improvement Committee:

a. Receive a status report on the Board Referral 2020.12 "Consider funding options to increase the Pavement Condition Index of County roads to at least a 'Fair' standard over the next ten years";
b. Support implementation of a financing plan for the local road repair pilot program;
c. Approve the initial local road repair plan; and
d. Provide appropriate direction to staff.

SUMMARY:

This report provides an update to the Capital Improvement Committee (CIC) on the status of the proposed local road repair pilot program and a financing plan for the proposed initial 10-year plan.

DISCUSSION:

Background

The County Administrative Office (CAO) and the Public Works, Facilities, and Parks Department (PWFP) received Board Referral 2020.12 on March 3, 2020, to consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years. Upon receiving the Board Referral, staff began researching options and consulted with the County's municipal advisor, KNN Public Finance (KNN), to identify funding/financing strategies within the context of the Road Fund existing revenue sources. Staff reviewed financing tools that the Board has mentioned in the past, starting with iBank, then the Total Road Improvement Program (TRIP), and lines of credit. KNN performed extensive research and analysis of potential financing options and security structures to leverage existing Road Fund revenues. Based on this collective research and evaluation, the primary financing options available are: 1) Revenue Bonds, non-General Fund backed; and 2) Certificates of Participation (COPs), General Fund backed.

At the September 13, 2021 CIC meeting, staff and KNN presented their findings and options to the CIC. The road financing evaluation concluded that the clearest path forward is a borrowing approach that leverages the Measure X transaction and use tax revenues, either directly as a revenue bond

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structure or indirectly as a General Fund COP structure. It was estimated that this approach could generate approximately $87 million to $257 million. This would be much less than the $600 million needed to increase Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years. The CIC provided direction to staff to review and return with implementation strategies to gain a more comprehensive understanding of the internal County impacts of employing an augmented funding mechanism for the Road Fund, with the goal of commensurate increased delivery of road treatment projects.

At the November 8, 2021 CIC meeting, staff presented three implementation options consisting of: 1) increased County staffing levels; 2) increased use of contracted support (consultants and contractors); and 3) Design-Build contracting. Staff recommended a combination of the first two options, which would provide a measured approach for increasing staff levels while relying on consultant/contractor support as much as practicable to be able to make timely progress on delivery of an increased number of road improvement projects. The CIC concurred, and recommended staff to present this proposed program to the Budget Committee.

At the November 18, 2021 Budget Committee (BC), staff presented the financing options and the implementation plan. BC discussion included questions about staffing level, use of Road Fund balance, long term plan after the bond proceeds have been expended, financing approach, and additional potential funding sources. Key points from the discussion included the following:

- For Road Fund balance, follow the County's General Financial Policies which recommend major funds create reserves for operational contingencies equal to one percent (1%) of estimated annual revenue and a strategic reserve equal to ten percent (10%) of estimated annual revenue. This would result in maintaining at least a minimum of approximately $3 million in unprogrammed Road Fund balance to account for unanticipated events such as winter storm damage response and repair, fire response, other emergencies, etc.
- Staffing increase to implement the bond financed repair program and make greater use of existing Road Fund balance will be measured and modest, and also rely on increased consultant support (i.e., the "hybrid" approach discussed with the CIC).
- If a bond program is approved, then future Measure X revenues and Maintenance of Effort (the portion of Transient Occupancy Tax provided to Road Fund) would be programmed and used for the bond debt service, and thus no longer available for future road projects and services. That would leave the Gas Tax (Highway User Tax Account [HUTA]) and SB1 revenues as the only ongoing funding sources for future road repair and maintenance services (and possibly other Federal/State infrastructure allocations and/or grants which are not guaranteed).
- Bonds could be issued as multiple offerings over time to best match funding requirements with the delivery levels.
- Revenue bonds and certificates of participation (COPs) are the two viable financing vehicles to advance Road Fund capital projects. Revenue bonds could leverage the Measure X sales tax revenues allocated to the County. This approach relies solely on the availability of Measure X revenues to secure and repay the bonds and does not commit the County's General Fund assets or other sources of funds. Or, Measure X funds could be used to offset debt service on a General Fund COP issuance. This approach requires the pledge of a County asset(s). Thus,

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the County would need to identify an unencumbered asset(s) with an insured asset value approximately equivalent to the par amount of the bonds.

- There are potential grant opportunities and other funding avenues possible through the new Federal infrastructure bill, the "Bipartisan Infrastructure Law." Staff will continue to research and explore these potential opportunities when they are released.
- The BC supported pursuing a bond-funded program to repair local roads, using the "hybrid" model involving a measured increase in County staffing levels and increased reliance on consultant assistance.

Staff presented information discussed at the CIC and BC meetings to the Board of Supervisors at the February 8, 2022 meeting. The Board directed staff to pursue a hybrid implementation approach as was discussed with the CIC and BC. This hybrid approach would implement a pilot road repair program with a smaller bond amount on the lower end of the $87 to $267 million range discussed with the CIC and BC. The bond would be backed by existing Road Fund revenue sources, and the repair program would address County roads in Community Service Areas and small communities such as Aromas, Spreckels, San Ardo, and Bradley.

Proposed Financing Approach

Based on the prior analysis and feedback discussed above, County staff and its legal and financial advisors focused on two possible bond financing approaches, a Revenue Bond or General Fund COP, to leverage Measure X revenues to advance road repair projects under the pilot road repair program. One approach would use Measure X revenues as a budgetary offset to debt service on a General Fund Certificate of Participation (COP) issuance, and the other approach would use Measure X revenues as a pledge to a Revenue COP issuance. A General Fund COP issuance appears to be more favorable because the County's lease credit rating offers debt issuance advantages (e.g., lower interest rates), provides sufficient capacity to help fund the proposed local road repair program, and would only add a modest amount of General Fund obligations so that projected General Fund debt ratios are estimated to remain strong. Revenue COP present some legal limitations that may be challenging to overcome. To minimize the size of bond issuances to support this program, the approach includes maximizing use of available funding to help implement the program and then using bonds only to address future funding needs.

The County's Debt Management Policy requires that the County's Debt Advisory Committee (DAC) advise the CIC, BC and Board of Supervisors regarding any proposed debt issuances. Therefore, staff presented the proposed financing approach to the DAC on November 21, 2022. After discussion, the DAC concluded that if the County were to implement bond financing to support the local road program, the General Fund COP approach appeared to make more sense. That said, the DAC had the following concerns that should be considered and evaluated:

- Debt service difference between General Fund COP and Revenue bond.
- Asset capacity if the BOS wanted to bond for other major capital projects.
- Clarify and ensure that any bonds have terms not exceeding the Measure X sunset date, and that the road improvement useful life is 20 years or more.
- Recognize that the Measure X County allocation is set by ordinance (by TAMC) and could technically change in the future.

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- Acknowledge concerns about future SB1/HUTA revenues/trends due to changes in fuel use.

The DAC also noted that staff should pursue releases of currently pledged assets to the extent allowable under existing debt issuances.

Following the DAC meeting summarized above, staff presented the proposed road repair plan and financing approach to the BC at its meeting of November 30, 2022. The BC did not make a recommendation, and instead offered the following key issues that the BC felt should be further considered:

- Ensure that this program focusing on local roads does not impact on going efforts to rehabilitate higher-volume County roads that serve as important agriculture and tourism links.
- Concern about funding road repair in those County Services Areas (CSAs) that are responsible for and should be funding road repairs, and desire to understand how much of this program is directed to these CSAs.
- Cost of the program, specifically, the high cost of debt service and suggestion to pursue local road repair to the extent existing revenue sources allow.
- Ability to deliver projects in a timely manner and provide adequate inspection and oversight given current staffing levels.
- Provide information on potential upcoming large projects that the County might issue bonds for and ensure that the proposed road bond program does not preclude the County's ability to pursue other large bond-financed projects.

The proposed financing approach relies on maximizing available Road Fund balance to fund local road repairs until Fiscal Year (FY) 2025, at which time a General Fund COP of approximately $43 million would be issued to continue funding the program, followed by another issuance of about $23 million in FY 2028. The estimated total debt service for these two issuances is about $109 million, with a total interest cost of $43.3 million. The alternative Revenue COP issuance is projected to cost the Road Fund about $4.9 million in higher interest costs. These are current preliminary estimates, which would be refined and further detailed at the time the BOS would be asked to approve the first debt issuance.

PWFP continues to work with the County Administrative Office on the financing plan to address the future costs of this plan. Alternatives to bond-issuance include borrowing from county funds and reducing the scope of the 10-year plan to allow the Road Fund to use ongoing revenues and fund balance to fund the projects.

A General Fund COP will require the County to pledge one or more assets to support the debt issuances. As discussed with the DAC, staff is pursuing releases of County assets that are currently pledged for prior bond issues to the extent allowable. Currently, there are assets with a value of at least $131 million that could be pledged for future General Fund COPs, plus numerous additional assets for which valuations could be developed if needed to support other large capital projects that the BOS might want to implement with debt financing. Staff is only aware of two potential future projects which include a possible downtown parking garage and a potential multi-use facility in the City of Seaside to support Social Services, Health and Library Departments.

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Initial Road Repair Plan

PWFP engaged a consultant to help develop a proposed 10-year plan to show how and where bond financing proceeds would be applied to improve local County roads. Local roads in need of repair were selected in areas to make meaningful improvements to entire communities or neighborhoods and address needed deferred maintenance. The proposed plan assumed that approximately $100 million would be available over the 10-year period, which results in about 124 centerline miles of roads that would be improved. The plan is intended to be a living document that will be periodically updated, therefore, roads could be added or deleted depending on funding availability over the life of this program. The plan focuses on pavement repair and rehabilitation, and other road related repair needs such as drainage features, sidewalks, etc., will be addressed via other road maintenance funding programs. There are no County roads in District 1 (which is entirely comprised of the City of Salinas) and the relatively few County roads in District 4 are not local roads targeted under this program. Therefore, the road sections in this proposed program are contained only in Supervisorial Districts 2, 3, and 5.

Many of the targeted roads are in County Service Areas (CSAs) because these form distinct, residential neighborhood areas, and District 5 has many large CSAs. Therefore, District 5 has the highest percentage of roads targeted under this bond-financed program. Some CSAs include road maintenance services, and after the condition of those roads is improved by this program, those CSAs will be solely responsible for funding future road maintenance per discussion during prior meetings. Roads included in the program were grouped into neighborhoods, so that roads located in relatively close geographic proximity were included in the same neighborhood. This was done to complete repairs on selected roads in the same geographic area to avoid returning to the same area multiple times over the life of the program. This will create cost efficiencies as contractors working on this program can address multiple roads in the same area at the same time and minimize disruption to residents by impacting them with construction activity only once.

The proposed program will have a meaningful impact on the quality of roads, improving the condition of these local roads from an overall “Poor” condition rating to an overall “Very Good” condition. Without this program, these roads would continue to decline to a “Very Poor/Failed” condition. The table in Attachment A lists the neighborhoods selected for each year of the 10-year program, along with estimated cost. Maps depicting the roads included within each neighborhood and additional details on the proposed program are included in the report provided in Attachment B.

OTHER AGENCY INVOLVEMENT:

PWFP staff continues to coordinate with the County Administrative Office Budget & Analysis Division. The proposed bond-funded local road repair program has been discussed at the Capital Improvement Committee meetings of September 13, 2021 and November 8, 2021, the Budget Committee meeting of November 18, 2021 and the Board of Supervisors meeting of February 8, 2022. This most recent update was provided to the Debt Advisory Committee on November 21, 2022, where the expressed feedback and concerns. This was also presented to the Budget Committee at its November 30, 2022 meeting, where the members also provided feedback and concerns. Staff intends to bring this item to the Board on March 28, 2023.

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FINANCING:
Public Works, Facilities, & Parks supports leveraging the Road Fund's Measure X transaction and use tax revenues to support either a General Fund COP or Revenue COP bond issuance to pay for the proposed local road and repair program. The General Fund COP is preferable to the Revenue COP, as the former would be secured by the General Fund which carries a higher credit rating resulting in reduced borrowing costs and interest rates. Issuing bonds, with the security of the County's General Fund, would also eliminate certain structural requirements, significantly increasing bond proceeds. Only the General Fund COP can meet the projected costs of the 10-year program. If a Revenue COP were chosen, additional financing options would need to be considered. Under both bond financing structures, Measure X revenues would be used to pay the annual debt service payment, which means there would be no impact to the General Fund revenues. The proposed bonding approach is structured so that the General Fund will not be impacted and a new tax on ratepayers will not be required. Based on feedback from the Budget Committee, the Public Works, Facilities & Parks and the County Administrative Office are reviewing alternatives.

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Approved by:	Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

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Attachments:
Attachment A - Initial Local Road Repair Program Summary Table
Attachment B - Initial Local Road Repair Program Complete Report

Attachment B

Monterey County

Budget Committee Meeting
November 30, 2022

10-Year Local Road Rehabilitation Program
Financing Alternatives and Debt Capacity

Recommendations

a. Receive a status report on the Board Referral 2020.12 “Consider funding options to increase the Pavement Condition Index of County roads to at least a ‘Fair’ standard over the next ten years”;

b. Support implementation of a bond-funded local road repair pilot program;

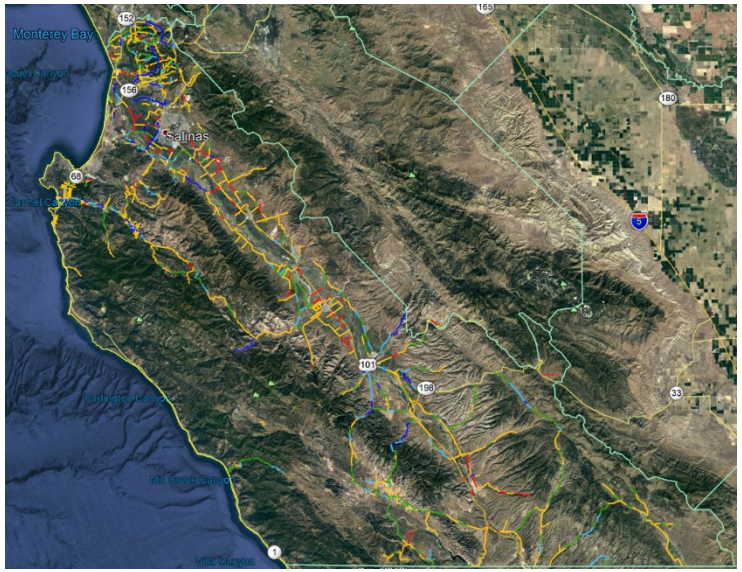
c. Approve the initial local road repair plan; and

d. Provide appropriate direction to staff.

County Transportation Infrastructure

- 1,257 +/- miles of County maintained roads
- 175 County maintained bridges
- Deferred Maintenance (est. $1.2 billion)
  - $700 million in roads
  - $300 million in bridges
  - $500 million in road appurtenances

Board Referral 2020.12



PCI Rating

0-25	Very Poor/Failed
26-50	Poor
51-70	Fair
71-100	Good/Very Good

Background: Committee and Board Coordination

- September 13, 2021 CIC
  - Clearest path: leverage Measure X via revenue bond or General Fund COP
  - Could generate $87 to $257 million
- November 8, 2021 CIC
  - Reviewed implementation options, CIC supported a hybrid approach (measured increase of staffing and increased use of consultants)
- November 18, 2021 BC
  - Presented financing options and implementation plan
  - BC supported a bond financing approach to repair local roads using hybrid implementation
- February 8, 2022 BOS
  - Presented information discussed at CIC and BC
  - Supported a pilot program for local road repair in CSAs and communities, supported by bond financing at lower end of the range discussed with BC and CIC

Background: Implementation Plan Options

1. Increase County staffing
   - Staff up to support increased workload
   - Range of new FTE, could be approx. 12 to 20
   - Accounts, engineers, analysts, HR, County Counsel
2. Increase contracted support
   - Use additional consultant contracts to address workload
   - Leverage Design & Construction Management Consultants
3. Design-Build
   - Not available for road construction projects

BC and BOS supported Hybrid Approach – Combination of #1 and #2

Local Road Rehabilitation Program Development

- Following the Board's direction, staff consulted with various outside advisors and developed a 10 Year Local Road Rehabilitation Program:
  - Harris & Associates – Project Consultant

    Prepared report to provide the basis for and outline of the proposed accelerated road repair program for communities and identified projected costs to improve local County roads
  - KNN Public Finance – Municipal Advisor

    Identified available revenue streams for debt repayment, evaluated financing alternatives, and prepared cash flow analysis to project the timing and amount of potential bonding needs
  - Jones Hall – Bond Counsel

    Provided legal guidance on the financing alternatives and conducted a tax analysis of the proposed Local Road Rehabilitation projects to ensure the issuance of bond could be done on a tax-exempt basis

Local Road Rehabilitation Program Overview

- Focused on local roads that service primarily residential areas and communities
- Aimed to improve pavement quality on local County roads for which grants or other State and Federal supplemental road funding sources are typically not available

District	Neighborhood		Estimated Costs
2	2-1	Aromas	$2,515,629
5	5-1	CSA 66	535,890
5	5-3	CSA 25	5,785,567
		Total FY 2023:	**$8,837,086**
3	3-1	San Ardo	$6,058,460
5	5-7	Tierra Grande	4,342,287
		Total FY 2024:	**$10,400,747**
2	2-2	Moss Landing Residential	$1,867,464
3	3-4	Spreckels	5,115,192
5	5-6	Carmel Hills Dr. Area	2,591,797
		Total FY 2025:	**$9,574,453**
3	3-3	Bradley	$2,289,845
5	5-12	Carmel Knolls (CSA 34)	2,478,452
5	5-13	Rio Vista (CSA 34)	5,156,482
5	5-5	Part CSA 51	1,103,836
		Total FY 2026:	**$11,028,615**
2	2-16	Oak Tree Hills	$9,387,375
5	5-20	Brookdale	3,001,877
		Total FY 2027:	**$12,389,252**
5	5-19	Ribera Rd Carmel	$1,283,962
5	5-8	Carmel Valley Village	11,182,376
		Total FY 2028:	**$12,466,338**
2	2-3	CSA 37	$633,093
2	2-4	Portion CSA 32	406,377
3	3-5.2	Bryson Hesperia Rd.	7,397,345
		Total FY 2029:	**$8,436,815**
2	2-12.1	Portion of CSA 9	$7,571,007
2	2-17	Portion of CSA 9	1,645,533
		Total FY 2030:	**$9,216,540**
2	2-12.2	Portion of CSA 9	$4,975,394
3	3-6	CSA 20	3,614,253
		Total FY 2031:	**$8,589,647**
5	5-11	Viejo & Valenzuela Roads	$1,736,766
5	5-16	CSA 58 and Portion of CSA 44	5,768,797
		Total FY 2032:	**$7,505,563**
		GRAND TOTAL ROAD PROGRAM:	**$98,445,056**

Source: Monterey County 10 Year Local Road Rehabilitation Program; Summary Report; September 16, 2022; Harris & Associates.

Road Fund Projected Revenues and Expenditures

Road Fund Proforma Revenues and Expenditures	->> Projections									
	1	2	3	4	5	6	7	8	9	10
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Revenue Sources										
TOT (Transfer from GF)	5,809,574	5,983,861	6,163,377	6,348,278	6,538,727	6,734,889	6,936,935	7,145,043	7,359,395	7,580,176
State Aid: HUTA & RSTP	13,474,615	13,878,853	14,295,219	14,724,076	15,165,798	15,620,772	16,089,395	16,572,077	17,069,239	17,581,316
Other State and Federal Aid	38,663,717	35,033,600	4,081,988	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Charges for Services	604,181	610,223	616,325	622,488	628,713	635,000	641,350	647,764	654,241	660,784
Measure X	9,713,922	10,005,340	10,305,500	10,614,665	10,933,105	11,261,098	11,598,931	11,946,899	12,305,306	12,674,465
State Aid: SB1	9,972,532	10,271,708	10,579,859	10,897,255	11,224,173	11,560,898	11,907,725	12,264,956	12,632,905	13,011,892
Traffic Impact Fees & TAMC	522,684									
Misc & Other Revenues	90,930	90,930	90,930	90,930	90,930	90,930	90,930	90,930	90,930	90,930
Total Road Fund Revenue:	**$78,852,155**	**$75,874,515**	**$46,133,198**	**$44,497,692**	**$45,781,445**	**$47,103,586**	**$48,465,266**	**$49,867,669**	**$51,312,016**	**$52,799,564**
Expenditures										
Capital Projects (TOT)	5,809,574	5,983,861	6,163,377	6,348,278	6,538,727	6,734,889	6,936,935	7,145,043	7,359,395	7,580,176
Ongoing Maintenance (HUTA & RSTP)	13,474,615	13,878,853	14,295,219	14,724,076	15,165,798	15,620,772	16,089,395	16,572,077	17,069,239	17,581,316
State and Federal Projects	38,663,717	35,033,600	4,081,988	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Charges for Support Services	604,181	610,223	616,325	622,488	628,713	635,000	641,350	647,764	654,241	660,784
Capital Projects (Measure X)	9,744,023	11,420,126	14,566,500	10,900,000	5,375,000	5,375,000	5,375,000	5,375,000	5,375,000	5,375,000
Capital Projects (SB-1)	5,444,167	8,372,650	9,987,500	11,350,000	5,045,000	5,045,000	5,045,000	5,045,000	5,045,000	5,045,000
Local Match (Road Maintenace)		-	2,355,142	2,780,773	4,014,243	3,981,453	4,440,750	4,322,210	4,371,715	4,475,311
Local Match (Road Bridge)		1,524,000	924,000	132,000	1,320,000	1,452,000	600,000	600,000	600,000	600,000
Traffic Projects	522,684									
10-YR Road Rehab Program CIP	**8,837,086**	**10,400,747**	**9,574,453**	**11,028,615**	**12,389,252**	**12,466,338**	**8,436,815**	**9,216,540**	**8,589,647**	**7,505,563**
Total Road Fund Expenditures:	**$83,100,047**	**$87,224,060**	**$62,564,504**	**$59,086,230**	**$51,676,732**	**$52,510,451**	**$48,765,245**	**$50,123,634**	**$50,264,237**	**$50,023,151**
Fiscal Year Surplus/(Deficit):	**($4,247,892)**	**($11,349,545)**	**($16,431,306)**	**($14,588,538)**	**($5,895,287)**	**($5,406,865)**	**($299,979)**	**($255,965)**	**$1,047,779**	**$2,776,413**

Reflects revenue sources that have approximately equivalent annual expenditure requirements.

Reflects revenue sources that have annual expenditure requirements that may be greater or less than available revenues.

Reflects additional accelerated Local Road Rehabilitation project expenditures.

Financing Plan Tailored to Meet Funding Deficits

- **Objective**
  - Ensure sufficient resources for delivery of: (i) “status quo” maintenance and capital project costs; AND (ii) delivery of additional annual costs of Local Road Rehabilitation Program

- **Use of Available Fund Balance (Road Fund)**
  - Used to meet projected deficits in FY 2022-23 and FY 2023-24 and downsize borrowing need
  - Target minimum annual ending cash balance based on County operating reserve policy

- **Use of Bonds**
  - Used to meet cash flow deficits beginning in FY 2024-25
  - Size and timing of projected bond issuances satisfy IRS expenditure requirements for tax-exempt bonds (i.e., cover three years of accumulated deficit) while also achieving target minimum ending cash balance

Road Fund Cash Flow Analysis

Road Fund Cash Flow	->> Projections									
	1	2	3	4	5	6	7	8	9	10
	2022-23	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**
Without Borrowing										
Beginning Balance:	**22,834,671**	18,586,779	7,237,234	(9,194,072)	(23,782,610)	(29,677,897)	(35,084,762)	(35,384,741)	(35,640,706)	(34,592,927)
Fiscal Year Surplus/(Deficit):	(4,247,892)	(11,349,545)	(16,431,306)	(14,588,538)	(5,895,287)	(5,406,865)	(299,979)	(255,965)	1,047,779	2,776,413
Ending Balance:	**18,586,779**	**7,237,234**	**(9,194,072)**	**(23,782,610)**	**(29,677,897)**	**(35,084,762)**	**(35,384,741)**	**(35,640,706)**	**(34,592,927)**	**(31,816,514)**
Fund Balance Requirement Surplus/(Deficit)	*14,939,062*	*3,480,085*	*(13,063,936)*	*(27,768,569)*	*(33,783,435)*	*(39,313,467)*	*(39,740,307)*	*(40,126,939)*	*(39,213,747)*	*(36,575,958)*
With Borrowing	25	24	23	22	21	20	19	18	17	16
Beginning Balance:	**22,834,671**	18,586,779	7,237,234	31,419,822	13,638,821	4,549,822	17,569,107	12,227,890	6,924,188	2,927,979
Fiscal Year Surplus/(Deficit):	(4,247,892)	(11,349,545)	(16,431,306)	(14,588,538)	(5,895,287)	(5,406,865)	(299,979)	(255,965)	1,047,779	2,776,413
Plus Bond Proceeds			**43,000,000**			**23,000,000**				
Less Debt Service (Bond #1):			(2,386,106)	(3,192,463)	(3,193,713)	(3,192,213)	(3,192,963)	(3,195,713)	(3,195,213)	(3,191,463)
Less Debt Service (Bond #2):						(1,381,638)	(1,848,275)	(1,852,025)	(1,848,775)	(1,848,775)
Less Debt Service (Bond #3):										
Ending Balance:	**18,586,779**	**7,237,234**	**31,419,822**	**13,638,821**	**4,549,822**	**17,569,107**	**12,227,890**	**6,924,188**	**2,927,979**	**664,154**
Fund Balance Requirement Surplus/(Deficit)	*14,939,062*	*3,480,085*	*27,549,958*	*9,652,862*	*444,283*	*13,340,402*	*7,872,324*	*2,437,955*	*(1,692,841)*	*(4,095,290)*
Available Fund Balance Policy										
Revenues (Measure X, SB-1, HUTA)	33,161,069	34,155,901	35,180,578	36,235,995	37,323,075	38,442,768	39,596,051	40,783,932	42,007,450	43,267,674
Operating Contingency Policy (1%)	331,611	341,559	351,806	362,360	373,231	384,428	395,961	407,839	420,075	432,677
Strategic Reserve Policy (10%)	3,316,107	3,415,590	3,518,058	3,623,600	3,732,308	3,844,277	3,959,605	4,078,393	4,200,745	4,326,767
Total Required Available Fund Balance	**3,647,718**	**3,757,149**	**3,869,864**	**3,985,959**	**4,105,538**	**4,228,704**	**4,355,566**	**4,486,233**	**4,620,820**	**4,759,444**

Road Fund Revenue Sources and Bond Repayment

- Not all Road Fund revenues are available to repay bonds issued for road improvements:
  - **HUTA, SB-1, and RMRA** (gas tax revenues) cannot be used to secure or pay debt service on bonds
  - **TOT** (general tax revenues) cannot be used to secure bonds but can be used to pay debt service on bonds
  - **Measure X** (special sales tax revenues) can be used to secure or pay debt service on bonds

- A bond program supported by Measure X revenues can be implemented in two ways:
  i. **General Fund COP:** Bonds secured by the County General Fund utilizing the County's annual Measure X direct allocation to pay debt service

  ii. **Installment Sale Revenue COP:** Bonds secured solely by the Measure X annual direct allocation so long as they are subordinate in payment priority to sales tax revenue bonds issued by the TAMC

Rationale for the Issuance of General Fund COPs

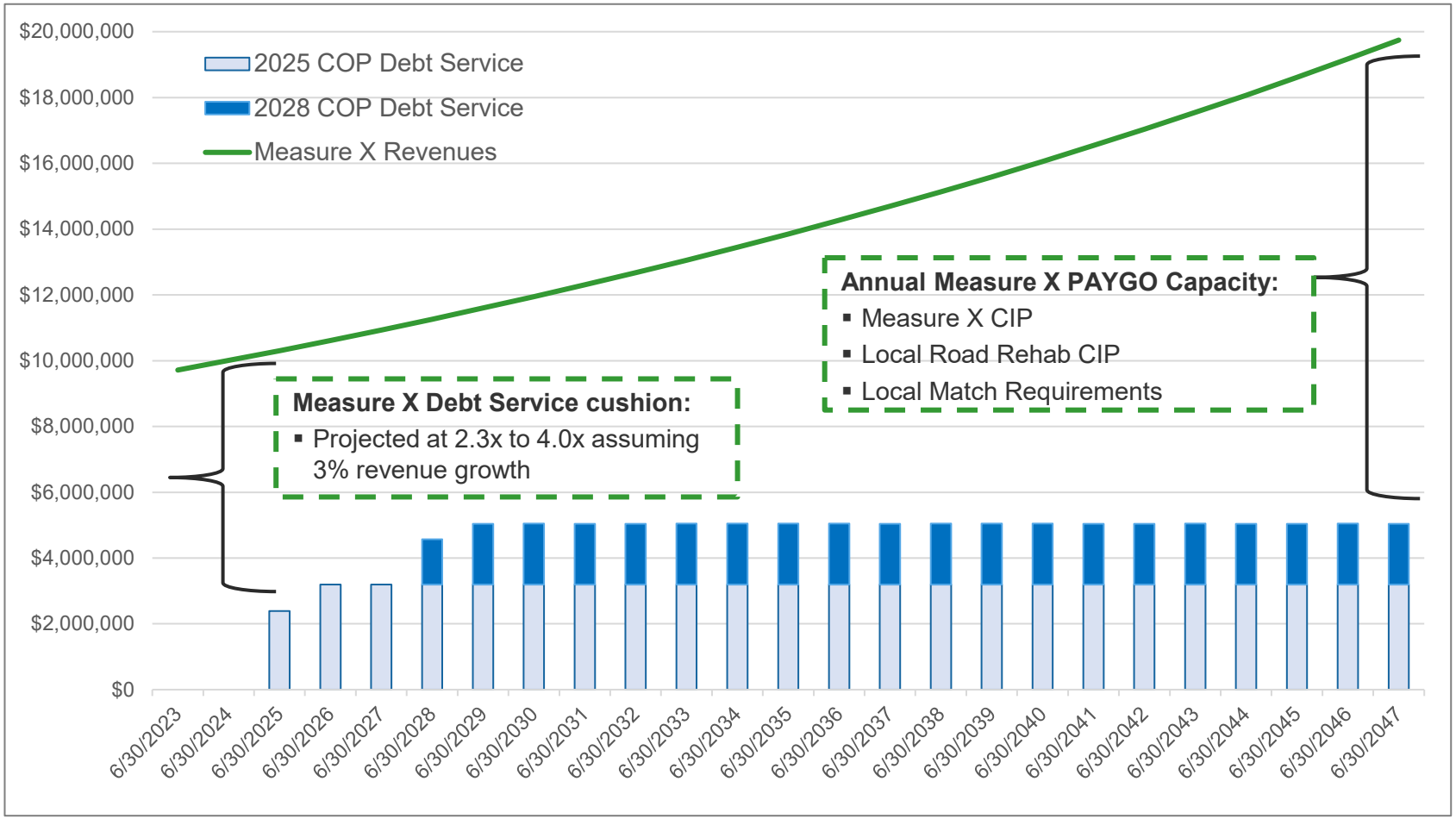
Pros	Cons	Mitigating Factors
▪ Maximizes proceeds for roads projects over the 10-year period ▪ Minimizes bond debt service costs	▪ Requires County's General Fund to serve as security source	▪ FY 2022 Measure X sales tax revenues provide 3.0x coverage for bond issuance #1, eliminating repayment risk to the General Fund ▪ Measure X revenues will be maintained as PAYGO (not leveraged) – providing additional cushion against revenue volatility

▪ Debt issuance advantages:
  ▪ Established credit
  ▪ High credit ratings (AA+/AA)/lower interest costs
  ▪ No DSRF or DS coverage requirement
	▪ Impact to GF debt burden and GF debt capacity (although minimal)	▪ General Fund debt ratios are estimated to remain "strong" and score at the highest level of S&P's scoring framework

▪ Legal analysis supports the issuance of General Fund COPs ▪ Revenue COPs present legal limitations which may be challenging to overcome	▪ Requires pledge of leased asset in roughly equivalent value to issuance amount	▪ Possibility to release asset(s) pledged to the 2015 COPs and redeploy to future COPs issued for Road Fund ▪ Flexibility to issue COPs in the future utilizing other assets or a project backed lease structure

General Fund COP Structure and Available Measure X Revenues

Measure X Revenues and Projected Annual General Fund COP Debt Service



Note: Assumed Measure X revenues reflect FY 2022 actual, unaudited amounts and a 3% annual growth factor.

County Pledged and Available Assets

- Roads are generally not attractive leased assets from an investor perspective and would not be an optimal pledge for the Local Road Rehabilitation bond program

COP Series	Original Par Amount	Outstanding Par Amount	Final Maturity	Pledged Assets	Estimated/Insured Building Values
2015 COPs	$48,440,000	$43,435,000	10/1/2045	Schilling Place Complex	$ 80,006,507
				Courthouse Complex	$ 18,151,710
				Behavioral Health Building.	$ 5,482,122
				Probation Headquarters and Adult Services	$ 7,060,251
				Agriculture Complex	$ 10,807,887
				Information Technology Building	$ 6,736,714
				Total 2015 COPs:	**$ 128,245,191**
2017 COPs	$78,565,000	$62,350,000	10/1/2036	County Administration Building	$ 39,755,613
				Salinas Courthouse North Wing Building	$ 25,541,480
				County Jail Complex	$ 88,900,000
				County Health Admin Building	$ 17,539,483
				Sheriff Public Safety Building	TBD
				Total 2017 COPs:	**$ 171,736,576**
2019 COPs	$29,005,000	$22,350,000	10/1/2027	Natividad Medical Center - New Complex	$ 198,615,000
				Natividad Medical Center - Old Complex	

Note: Based on values provided by the County; Natividad estimated values based on insured value at the time of issuing 2019 COPs.

Recommended Financial Approach

- The issuance of bonds, in tandem with Road Fund available fund balance and PAYGO revenues, best advances the objectives of the Local Road Rehabilitation Program
  - Meets projected Local Road Rehabilitation Program costs over the targeted 10-year horizon while also ensuring the ongoing delivery of "status quo" projects

- Requested DAC approval is to support the General Fund COP approach for the Local Road Rehabilitation bond program
  - The amount and timing of actual bond issuances will be driven by actual Measure X revenues and the timing and cost of remaining local road projects
  - Adverse impact of the issuance of General Fund COPs on the General Fund is mitigated by Measure X revenues dedicated to pay debt service on the bonds

Debt Advisory Committee Discussion

- Debt service difference between GF COP and Revenue bond
- Asset capacity if the BOS wanted to bond for other projects and pursue releases of pledged assets wherever applicable
- Clarify that bonds have terms not exceeding the Measure X sunset date, and that the road improvement shelf life is 20 years
- Recognize that the Measure X's county allocation is set by ordinance (by TAMC) and could technically change in the future
- Acknowledge concerns about future SB1/HUTA revenues/trends due to changes in fuel use

Recommendations

a. Receive a status report on the Board Referral 2020.12 “Consider funding options to increase the Pavement Condition Index of County roads to at least a ‘Fair’ standard over the next ten years”;

b. Support implementation of a bond-funded local road repair pilot program;

c. Approve the initial local road repair plan; and

d. Provide appropriate direction to staff.

Appendix:
Bonding Program Supporting Analysis

Primary Bonding Assumptions

- County General Fund Certificates of Participation
  - AA+/AA credit ratings (actual)
  - No Debt Service Reserve Fund required
- Installment Sale Revenue Bonds
  - A-category credit ratings (estimated)
  - Debt Service Reserve Fund required
- Issuances sized based on cash flow needs and ending cash flow balance targets
  - Currently projected in FY 2024-25 and FY 2027-28
- Final term of each issuance of April 1, 2047 consistent with the Measure X sales tax expiration
- Level debt service structure resulting in equal annual debt payments by issue
- Current market interest rates with additional interest rate cushion of 1.0% in both FY 2024-25 and FY 2027-28
- Cost of issuance of $400,000 per issuance and underwriter's fee of $5/bond

Estimated Sources and Uses (GF COPs)

Sources of Funds:	2025 COP	2028 COP	Total
Par Amount:	$42,840,000	$23,015,000	**$65,855,000**
Premium:	776,119	501,351	**1,277,470**
	$43,616,119	**$23,516,351**	**$67,132,470**
Uses of Funds:			
Project Fund:	$43,000,000	$23,000,000	**$66,000,000**
Cost of Issuance:	401,919	401,276	**803,195**
Underwriter's Discount:	214,200	115,075	**329,275**
	$43,616,119	**$23,516,351**	**$67,132,470**
Summary of Financing Results:			
True Interest Cost (TIC):	4.986%	4.877%	
Total Debt Service Payments:	$72,651,494	$36,535,013	**$109,186,506**
Average Annual Debt Service:	$3,228,955	$1,873,590	**$4,747,239**
Maximum Annual Debt Service:	$3,196,088	$1,852,525	**$5,048,238**

Note: Based on market conditions as of November 15, 2022, plus 100 basis points. Results preliminary and subject to change.

Estimated Annual Debt Service (GF COPs)

	2025 COP			2028 COP			Total	Projected	Debt Service	FY 2022	Debt Service
	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Debt Service	Measure X	Coverage	Measure X	Coverage
4/1/2025	1,295,000	1,091,106	2,386,106	4/1/2025		-	2,386,106	10,305,500	4.32 x	9,713,922	4.07 x
4/1/2026	1,075,000	2,117,463	3,192,463	4/1/2026		-	3,192,463	10,614,665	3.32 x	9,713,922	3.04 x
4/1/2027	1,130,000	2,063,713	3,193,713	4/1/2027		-	3,193,713	10,933,105	3.42 x	9,713,922	3.04 x
4/1/2028	1,185,000	2,007,213	3,192,213	4/1/2028	800,000	581,638	1,381,638	4,573,850	11,261,098	2.46 x	9,713,922	2.12 x
4/1/2029	1,245,000	1,947,963	3,192,963	4/1/2029	725,000	1,123,275	1,848,275	5,041,238	11,598,931	2.30 x	9,713,922	1.93 x
4/1/2030	1,310,000	1,885,713	3,195,713	4/1/2030	765,000	1,087,025	1,852,025	5,047,738	11,946,899	2.37 x	9,713,922	1.92 x
4/1/2031	1,375,000	1,820,213	3,195,213	4/1/2031	800,000	1,048,775	1,848,775	5,043,988	12,305,306	2.44 x	9,713,922	1.93 x
4/1/2032	1,440,000	1,751,463	3,191,463	4/1/2032	840,000	1,008,775	1,848,775	5,040,238	12,674,465	2.51 x	9,713,922	1.93 x
4/1/2033	1,515,000	1,679,463	3,194,463	4/1/2033	885,000	966,775	1,851,775	5,046,238	13,054,699	2.59 x	9,713,922	1.92 x
4/1/2034	1,590,000	1,603,713	3,193,713	4/1/2034	930,000	922,525	1,852,525	5,046,238	13,446,340	2.66 x	9,713,922	1.92 x
4/1/2035	1,670,000	1,524,213	3,194,213	4/1/2035	975,000	876,025	1,851,025	5,045,238	13,849,730	2.75 x	9,713,922	1.93 x
4/1/2036	1,755,000	1,440,713	3,195,713	4/1/2036	1,025,000	827,275	1,852,275	5,047,988	14,265,222	2.83 x	9,713,922	1.92 x
4/1/2037	1,840,000	1,352,963	3,192,963	4/1/2037	1,075,000	776,025	1,851,025	5,043,988	14,693,179	2.91 x	9,713,922	1.93 x
4/1/2038	1,935,000	1,260,963	3,195,963	4/1/2038	1,130,000	722,275	1,852,275	5,048,238	15,133,974	3.00 x	9,713,922	1.92 x
4/1/2039	2,030,000	1,164,213	3,194,213	4/1/2039	1,185,000	665,775	1,850,775	5,044,988	15,587,993	3.09 x	9,713,922	1.93 x
4/1/2040	2,130,000	1,062,713	3,192,713	4/1/2040	1,245,000	606,525	1,851,525	5,044,238	16,055,633	3.18 x	9,713,922	1.93 x
4/1/2041	2,235,000	956,213	3,191,213	4/1/2041	1,305,000	544,275	1,849,275	5,040,488	16,537,302	3.28 x	9,713,922	1.93 x
4/1/2042	2,350,000	844,463	3,194,463	4/1/2042	1,370,000	479,025	1,849,025	5,043,488	17,033,421	3.38 x	9,713,922	1.93 x
4/1/2043	2,475,000	721,088	3,196,088	4/1/2043	1,440,000	410,525	1,850,525	5,046,613	17,544,424	3.48 x	9,713,922	1.92 x
4/1/2044	2,600,000	591,150	3,191,150	4/1/2044	1,510,000	338,525	1,848,525	5,039,675	18,070,756	3.59 x	9,713,922	1.93 x
4/1/2045	2,740,000	454,650	3,194,650	4/1/2045	1,585,000	263,025	1,848,025	5,042,675	18,612,879	3.69 x	9,713,922	1.93 x
4/1/2046	2,885,000	310,800	3,195,800	4/1/2046	1,670,000	179,813	1,849,813	5,045,613	19,171,265	3.80 x	9,713,922	1.93 x
4/1/2047	3,035,000	159,338	3,194,338	4/1/2047	1,755,000	92,138	1,847,138	5,041,475	19,746,403	3.92 x	9,713,922	1.93 x
Total	**42,840,000**	**29,811,494**	**72,651,494**	**Total**	**23,015,000**	**13,520,013**	**36,535,013**	**109,186,506**	**334,443,188**		**223,420,206**	

Note: Projected Measure X revenues assume FY 2022 actual, unaudited results grown at 3% annually thereafter.

Based on market conditions as of November 15, 2022, plus 100 basis points. Results preliminary and subject to change.

Estimated Sources and Uses (Revenue COPs)

Sources of Funds:	2025 Revenue Bond	2028 Revenue Bond	Total	Difference from General Fund COP
Par Amount:	$46,260,000	$25,070,000	**$71,330,000**	**$5,475,000**
Premium:	869,728	492,599	**1,362,327**	**84,857**
	$47,129,728	**$25,562,599**	**$72,692,327**	**$5,559,857**
Uses of Funds:				
Project Fund:	$43,000,000	$23,000,000	**$66,000,000**	**$0**
DSRF:	$3,494,238	$2,032,813	**5,527,050**	**5,527,050**
Cost of Issuance:	404,191	404,436	**808,627**	**5,432**
Underwriter's Discount:	231,300	125,350	**356,650**	**27,375**
	$47,129,728	**$25,562,599**	**$72,692,327**	**$5,559,857**
Summary of Financing Results:				
True Interest Cost (TIC):	5.114%	4.992%		
Total Debt Service Payments:	$79,420,644	$40,091,644	**$119,512,288**	**$10,325,781**
Average Annual Debt Service:	$3,529,806	$2,055,982	**$5,196,186**	**$448,947**
Maximum Annual Debt Service:	$3,494,238	$2,032,813	**$5,525,988**	**$477,750**

Note: Based on market conditions as of November 15, 2022, plus 100 basis points. Results preliminary and subject to change.

Estimated Annual Debt Service (Revenue COPs)

	2025 Revenue Bonds			2028 Revenue Bonds			Total	Projected	Debt Service	FY 2022	Debt Service
	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Debt Service	Measure X	Coverage	Measure X	Coverage
4/1/2025	1,405,000	1,202,244	2,607,244	4/1/2025		-	2,607,244	10,305,500	3.95 x	9,713,922	3.73 x
4/1/2026	1,160,000	2,334,238	3,494,238	4/1/2026		-	3,494,238	10,614,665	3.04 x	9,713,922	2.78 x
4/1/2027	1,215,000	2,276,238	3,491,238	4/1/2027		-	3,491,238	10,933,105	3.13 x	9,713,922	2.78 x
4/1/2028	1,275,000	2,215,488	3,490,488	4/1/2028	875,000	641,906	1,516,906	5,007,394	11,261,098	2.25 x	9,713,922	1.94 x
4/1/2029	1,340,000	2,151,738	3,491,738	4/1/2029	790,000	1,240,063	2,030,063	5,521,800	11,598,931	2.10 x	9,713,922	1.76 x
4/1/2030	1,405,000	2,084,738	3,489,738	4/1/2030	830,000	1,200,563	2,030,563	5,520,300	11,946,899	2.16 x	9,713,922	1.76 x
4/1/2031	1,475,000	2,014,488	3,489,488	4/1/2031	870,000	1,159,063	2,029,063	5,518,550	12,305,306	2.23 x	9,713,922	1.76 x
4/1/2032	1,550,000	1,940,738	3,490,738	4/1/2032	915,000	1,115,563	2,030,563	5,521,300	12,674,465	2.30 x	9,713,922	1.76 x
4/1/2033	1,630,000	1,863,238	3,493,238	4/1/2033	960,000	1,069,813	2,029,813	5,523,050	13,054,699	2.36 x	9,713,922	1.76 x
4/1/2034	1,710,000	1,781,738	3,491,738	4/1/2034	1,010,000	1,021,813	2,031,813	5,523,550	13,446,340	2.43 x	9,713,922	1.76 x
4/1/2035	1,795,000	1,696,238	3,491,238	4/1/2035	1,060,000	971,313	2,031,313	5,522,550	13,849,730	2.51 x	9,713,922	1.76 x
4/1/2036	1,885,000	1,606,488	3,491,488	4/1/2036	1,110,000	918,313	2,028,313	5,519,800	14,265,222	2.58 x	9,713,922	1.76 x
4/1/2037	1,980,000	1,512,238	3,492,238	4/1/2037	1,170,000	862,813	2,032,813	5,525,050	14,693,179	2.66 x	9,713,922	1.76 x
4/1/2038	2,080,000	1,413,238	3,493,238	4/1/2038	1,225,000	804,313	2,029,313	5,522,550	15,133,974	2.74 x	9,713,922	1.76 x
4/1/2039	2,180,000	1,309,238	3,489,238	4/1/2039	1,285,000	743,063	2,028,063	5,517,300	15,587,993	2.83 x	9,713,922	1.76 x
4/1/2040	2,295,000	1,194,788	3,489,788	4/1/2040	1,350,000	678,813	2,028,813	5,518,600	16,055,633	2.91 x	9,713,922	1.76 x
4/1/2041	2,415,000	1,074,300	3,489,300	4/1/2041	1,420,000	611,313	2,031,313	5,520,613	16,537,302	3.00 x	9,713,922	1.76 x
4/1/2042	2,545,000	947,513	3,492,513	4/1/2042	1,490,000	540,313	2,030,313	5,522,825	17,033,421	3.08 x	9,713,922	1.76 x
4/1/2043	2,680,000	813,900	3,493,900	4/1/2043	1,570,000	462,088	2,032,088	5,525,988	17,544,424	3.17 x	9,713,922	1.76 x
4/1/2044	2,820,000	673,200	3,493,200	4/1/2044	1,650,000	379,663	2,029,663	5,522,863	18,070,756	3.27 x	9,713,922	1.76 x
4/1/2045	2,975,000	518,100	3,493,100	4/1/2045	1,735,000	293,038	2,028,038	5,521,138	18,612,879	3.37 x	9,713,922	1.76 x
4/1/2046	3,135,000	354,475	3,489,475	4/1/2046	1,830,000	201,950	2,031,950	5,521,425	19,171,265	3.47 x	9,713,922	1.76 x
4/1/2047	3,310,000	182,050	3,492,050	4/1/2047	1,925,000	105,875	2,030,875	5,522,925	19,746,403	3.58 x	9,713,922	1.76 x
Total	**46,260,000**	**33,160,644**	**79,420,644**	**Total**	**25,070,000**	**15,021,644**	**40,091,644**	**119,512,288**	**334,443,188**		**223,420,206**	

Note: Projected Measure X revenues assume FY 2022 actual, unaudited results grown at 3% annually thereafter.

Based on market conditions as of November 15, 2022, plus 100 basis points. Results preliminary and subject to change.

Attachment C

COUNTY OF MONTEREY

GENERAL FINANCIAL POLICIES

Fiscal Year 2023-24

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1. PURPOSE AND BACKGROUND

The stewardship of public funds is one of the most significant responsibilities given to the officials and managers of the County of Monterey (County). The development and maintenance of prudent financial policies enable County officials to protect public interests, ensure transparency, and build trust. Financial policies define a shared understanding of how the County develops its financial practices and manages its resources to provide the best value to the community.

This document centralizes the County's financial policies to establish a framework for overall fiscal planning, management, and guidance. These policies are reviewed, updated, and brought before the Board of Supervisors (Board) as needed but at least annually for adoption. This continued review and adoption promotes sound financial management and helps maintain the County's stability, efficiency, and effectiveness by ensuring the Board's financial guidance is provided before all County actions. The policies also offer guidelines for evaluating both current activities and proposals for future programs and direct the County's financial resources toward meeting its objectives and strategic initiatives.

The policies provide general guidance in the management of the County's fiscal affairs and are to be used by all County departments to meet their obligation to operate in a financially prudent manner. The Recommended Budget adheres to these policies.

2. GENERAL FINANCIAL PHILOSOPHY

The financial policies provide a sufficient financial base and the resources necessary to support and sustain an adequate and responsible community service level to ensure public safety, enhance the physical infrastructure and environment, and improve and maintain the quality of life within our community.

The cornerstone and highest priority of the County's financial policies is fiscal integrity. It shall be the goal of the County to achieve a strong financial condition with the ability to:

a. Sustain adequate financial liquidity to meet normal operating and contingent obligations;
b. Provide an acceptable level of medical, social, law enforcement, and other protective services to assure public health and safety;
c. Ensure a sufficient financial base is maintained to withstand local and regional economic impacts;
d. Prudently plan, coordinate, review, and implement responsible community development and growth;
e. Foster the ability to adjust efficiently to the community's changing service requirements;
f. Maintain and improve infrastructure and capital assets;
g. Regularly review programs and operational methods to improve processes that result in higher productivity, eliminate repetitive and duplicative functions;
h. Encourage collaboration with other government entities, the private sector, and public-private partnerships where cost and risk are minimized in the delivery of services within the community;
i. Promote equitable sharing of costs by service users;
j. Ensure the legal use of financial resources through effective systems of internal controls;

k. Support sound financial management by providing accurate and timely information on the County's financial condition; and
l. Provide a framework for the wise and prudent use of debt financing and maintain a good credit rating in the financial community.

2.1 The Annual Budget

a. The County Administrative Office will recommend a balanced budget that aligns annual expenditures with conservative revenue estimates to minimize the use of fund balance or other one-time financing sources for ongoing operating expenditures;
b. The County Administrative Office will consult with Department Heads and seek their input in developing the Recommended Budget through cooperative discussions and budget workshops;
c. The County Administrative Office will keep the Board apprised on the condition of the County's finances and emerging fiscal issues; and
d. Through the Board's Legislative Committee, the County will work with the California State Association of Counties (CSAC), state representatives, legislative advocates in the State Capitol, and other local government organizations to assure any state programs administered by the County are adequately funded and any realignment of state and county responsibilities are fiscally neutral.

3. ROLES AND FUNCTIONS

3.1 Role of County Administrative Office

The County Administrative Office serves as the chief policy advisor to the County Administrative Officer and the Board. The County Administrative Office promotes responsible resource allocation, strives to protect the County’s financial position and integrity, and provides independent analysis on policy issues. The County Administrative Officer is the fund manager for the General Fund and all other funds, and on behalf of the Board, the County Administrative Officer makes independent recommendations regarding all additional funds under their jurisdiction.

3.2 Principal Functions of the County Administrative Office

Principal functions of the County Administrative Office include:

a. Promoting continuous improvement of the structures, systems, processes, and effectiveness of programs;
b. Preparing the annual financial plan (Recommended Budget);
c. Working with departments to evaluate potential federal, state, and local budget impacts;
d. Developing financial forecasts;
e. Monitoring revenues and expenditures for conformance with the annual budget;
f. Recommending effective fiscal policies to carry out programs;
g. Verifying Board policies are consistently applied; and
h. Ensuring items brought before the Board are accurate, complete, fully justified, and reviewed by appropriate stakeholders.

3.3 Principal Functions of County Departments

Departments are considered the content experts for the functions they perform. They are responsible for:

a. Carrying out operations efficiently and cost-effectively while adhering to all county, state, and federal laws, regulations, and policies;
b. Preparing budgets and financial estimates with attention to accuracy based on their operational expertise, county, state, and federal funding changes, and economic indicators affecting revenues, expenditures, and service levels;
c. Reviewing, evaluating, and assessing potential federal and state budget issues that may impact local budgets;
d. Developing and performing financial forecasts;
e. Monitoring monthly revenue and expenditure performance and conformance with the annual budget;
f. Meeting the Board's strategic initiatives and its policies; and
g. Ensuring items brought before the Board are transparent, accurate, complete, fully justified, and reviewed by all appropriate stakeholders.

3.4 Principal Functions of the Budget Committee

The Budget Committee's principal functions include receiving staff updates on financial issues affecting the County and providing oversight and direction to staff in developing and modifying the budget.

3.5 Principal Functions of the Capital Improvement Committee

The Capital Improvement Committee's principal functions are to review the status of projects and establish a priority between competing needs.

4. SERVICES AND FUND STRUCTURE

4.1 General Fund

The County provides a broad range of mandated and non-mandated government services. The cost of these services is accounted for in the General Fund, the County's largest single fund. The General Fund is used to account for revenues and expenditures unless another fund has been created to account for a specific item, activity, or program.

4.2 Other Funds

Other governmental and proprietary funds that account for activities not provided by the General Fund are described below.

Other Governmental Funds

a. Special revenue funds are used to account for proceeds and expenditures from specific revenue sources to finance designated activities required by statute, regulation, ordinance, resolution, or board order.
b. Debt service funds are used to provide repayment of debt, such as Certificates of Participation (COPs), short-term borrowing, and other obligations.
c. Capital project funds are used for capital improvements and specified capital projects.

Proprietary Funds

a. Enterprise funds are financed and operated like private business enterprises whose services are primarily funded through user charges.
b. Internal service funds are used to account for any activity that provides goods or services to other funds, departments, or agencies of the County.

4.3 Major Funds

The County Administrative Officer or designee shall have the authority to determine funds that will be considered major funds for financial planning purposes. In addition to significant appropriations, factors that may be considered when designating major funds include political/social sensitivity of the activities financed from that fund, impact or potential impact of that fund on other programs or services, the significance of that fund on financing activities which are of high interest to the County and the public, and the existence of known uses or users of that information (e.g., bond rating companies, investors).

Major funds are as follows, but not limited to: 1) General Fund; 2) Natividad; 3) Facility Master Plan Projects; 4) Road Fund; 5) Library Fund; 6) Behavioral Health Fund; 7) Health and Welfare Realignment Fund; 8) Local Revenue Fund; and 9) Laguna Seca Recreation Area Fund.

5. OPERATING BUDGET

5.1 The County Budget

The Recommended Budget is the central financial planning document that embodies all County departments' goals, objectives, priorities, levels of service, and the associated operating revenue and expenditures. Appropriation authority is granted on the relationship between expected expenditures and revenue; therefore, appropriation authority is granted contingent on this relationship meeting the Recommended Budget. If revenues fall below expected amounts, the department must take all actions available to reestablish a revenue and expenditure relationship that conforms to the Recommended Budget.

The Recommended Budget shall be presented to the Board for adoption in June of each year and presented clearly for a general audience of the public. The Recommended Budget may be modified as approved by the Board during the fiscal year.

5.2 Balanced Budget

The County must adopt a *statutorily* balanced budget. A budget is *statutorily* balanced when the total estimated financing sources (beginning fund balance plus revenues) equal the total appropriation (expenditures plus ending fund balance). At no time shall spending in a given year exceed total current revenues plus any fund balance carryover from the prior year.

In addition to adopting a statutorily balanced budget, the County ensures the ongoing sustainability of its services by producing a *structurally* balanced budget. A *structurally* balanced budget matches total ongoing expenditures to the annual estimated revenues. In a *structurally* balanced budget, beginning fund balance may not be used as a financing source for ongoing expenditures. Departments have a fiscal objective to avoid using fund balance for operating purposes by aligning annual operating expenditures with annual operating revenues.

5.3 Ongoing Maintenance and Operations Needs

The County will adequately fund ongoing maintenance and operational needs with ongoing annual revenue. Without prior direction and approval by the Board and its Budget Committee, the use of one-time revenues or short-term borrowing is not allowed as a resource to finance ongoing maintenance and operational needs.

5.4 Adequate Maintenance of Capital Facilities and Equipment

The County shall establish as a primary fiscal responsibility the preservation, maintenance, future improvement and, when applicable, orderly replacement of the County's capital facilities and equipment.

5.5 CalPERS

The annual budget will provide adequate funding for all retirement systems. The County contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits under their defined benefit program. As a participant, the County is required to annually fund at a minimum the cost for retiree health benefits, otherwise known as Other Post-Employment Benefits (OPEB). To provide long-term funding for this benefit, the Board authorized joining CalPERS' California Employers' Retiree Benefit Trust (CERBT) and the pre-funding of the County's OPEB liabilities.

Due to its length, the Pension Liability Policy is separate from these policies and available online: https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/budget-analysis/county-policies

5.6 Budget Deficits

Departments estimating a budget deficit shall prepare and submit a report to the Budget Committee that outlines the cause of the problem, the alternatives available to mitigate the projected budget deficit, and the department's recommended action. All additions to appropriations, transfers

between funds, major plans to reduce service levels, or plans to request funding from the contingencies appropriation require approval by at least four Board members (4/5ths vote).

5.7 Appropriations and Transfers

The following policy establishes appropriation control at the appropriation unit level, per Section 29120 of the California Government Code. The County Administrative Officer, per Section 29092 of the California Government Code, is the designated administrator over appropriation control, which includes transfers and revisions of appropriations that do not result in an overall increase in appropriations for an appropriation unit.

After budget adoption, a department may request a transfer between major expense categories within the same appropriation unit. The County Administrative Officer has designated authority to approve moves between major expense categories. Examples of major expense categories include salary and employee benefits, services and supplies, and other financing uses. Departments can only request a transfer between major expense categories within the same appropriation unit. The County Administrative Office must approve the request to transfer between major expense categories.

Transfers of appropriations between appropriation units must be approved by Board resolution. Per Section 29125 (a) of the California Government Code, operating transfers in and out between funds are not a transfer of appropriations, as, per Section 29089 of the County Budget Act, transfers out by fund are specified in the budget and are adopted by resolution.

5.8 Responsibility for Budget Management and Budgetary Control

The County shall maintain a budgetary control system to help it adhere to the budget. The County Administrative Office has budgetary control and authority over appropriations. The Auditor-Controller shall administer and maintain the system utilized for budgetary control. As the administrator of the budgetary control system, the Auditor-Controller shall notify the County Administrative Office when a department is reaching an appropriation limit. The Auditor-Controller shall seek guidance from the County Administrative Office on all issues relating to appropriation limits and controls.

County Officers and Department Heads have primary responsibility for managing departmental budgets by:

a. Providing accurate and timely budget estimates;
b. Monitoring revenues to ensure timely receipt in the amounts anticipated;
c. Ensuring that expenditures comply with the law, adopted resolutions, policies, and align appropriations relative to revenues;
d. Providing prompt notification to the County Administrative Office when either revenues or expenditures are not as anticipated; and
e. Preparing and justifying budget revisions when necessary.

5.9 Preparation of Financial Reports

The County Administrative Office annually prepares:

a. A Budget End-of-Year Report (BEYR) to retrospectively report on actual financial performance at a detail and summary level;
b. A current year estimate and three-year forecast to provide current year performance and forward-looking perspective to advise the Board on future challenges and provide a base for building the following year's Recommended Budget; and
c. Additional reports, as appropriate, to keep the Board informed on current financial performance and developments.

The Auditor-Controller's Office annually prepares:

a. An Annual Comprehensive Financial Report (ACFR) as required by the state, that reports on the County's financial position and activities beyond Generally Accepted Accounting Principles (GAAP) or state law requirements, to provide readers with a broader understanding of financial operations;
b. A Single Audit that reports federally funded County activities, in compliance with the U.S. Office of Management and Budget Circular A-133 Compliance Supplement, to assure the County's adherence to laws, regulations, contracts, and grants applicable to its major federal programs;
c. A Cost Allocation Plan (COWCAP) schedule, as required by the Federal Management Circular A-87 "Cost Principles for State and Local Governments", that confirms and allocates the indirect costs of the County to operating and non-general county departments; and
d. The countywide annual Tax Rate Book.

The County Administrative Office has oversight and contract management over the external auditors reviewing the ACFR. External auditors shall report to the County Administrative Office on audit findings. The County Administrative Office will take audit findings thereafter to the Board.

5.10 Publication of Budget

The County Administrative Office shall publish annually a Recommended Budget document that satisfies nationally recognized standards for effective budget presentation. The Auditor-Controller shall annually publish an adopted budget document to meet State Controller's Office requirements.

5.11 County Budget Development

Budget development is an annual process incorporating the Board's priorities and weighing competing requests for County resources within expected fiscal constraints. The process begins with departments preparing "baseline" budgets proposing levels of service and staffing that can be carried out within expected resources (e.g., program revenues and general fund contributions). To the extent there are increased costs or reduced revenue, baseline budgets may indicate potential reductions in staffing or services to maintain budgetary balance if additional resources are not provided. Departments may submit "augmentation requests" for additional resources to mitigate

potential impacts, increase staffing/services, or invest in infrastructure. The County Administrative Office evaluates baseline budgets and augmentation requests within the constraints of a balanced budget and builds the annual Recommended Budget. Staff considers the following criteria in formulating recommendations for the annual budget and subsequent mid-year budget modifications:

a. Mandated by current law or Board policy;
b. Alignment with the County's strategic initiatives and priorities;
c. Consistent with community priorities expressed in forums, surveys, and other community engagement initiatives;
d. Necessary to maintain the current level of mission-critical services/operations;
e. Substantiation of compelling public need (e.g., health, safety, economic vitality, quality of life) that cannot be met within existing resources;
f. Likelihood of success based on prior performance, degree of planning/specificity, requested resources, and assumed timeline;
g. Leverages sustainable financial support from non-County sources;
h. Appropriate placement of responsibility (federal, state, or local);
i. Degree of urgency; and
j. Critical infrastructure investment to ensure productivity and continuity of operations.

Criteria in the listing are not exhaustive or in any particular order, nor are they mutually exclusive; funding recommendations may align with more than one criteria.

5.12 Establish Countywide Priorities

The Board has a continuous process of establishing countywide priorities for ensuing years. The Board implements these priorities in the Recommended Budget within the framework of the law. Understanding that elected officials and Department Heads are charged with the actual provision of services to the community, the Board shall set broad priorities to ensure flexibility for departments to concentrate on these priorities.

5.13 Authorization of Elected Officials

In determining service levels, the Board and County Administrative Office recognize that countywide elected officials have constitutional and/or statutorily created mandates and are accountable to the electorate. Although the Board adopts a budget for each department, elected officials will determine the services they will provide within the adopted budgetary constraints. These policies recognize that elected officials have independent constitutional and/or statutory powers to direct service levels and priorities within their departments. These powers are independent of the Board in part because these officials (like the Board) serve at the pleasure of the electorate. However, the Board is responsible for allocating appropriations to all departments.

5.14 Budget Adoption Level

Under the County Budget Act (California Government Code, Sections 29000 through 29144), the Board enacts the annual financial plan (the Adopted Budget) through the passage of a resolution. The resolution mandates the maximum authorized expenditures for the fiscal year and sets

appropriation control at the appropriation unit level. An appropriation unit represents one or more budget units and defines the budgetary limits of those budget units. A budget unit represents a program or group of programs providing a similar service. The assignment of an appropriation unit is guided by State Controller financial reporting requirements and/or County requirements. Pursuant to Section 29092 of the County Budget Act, the County Administrative Office is charged by the Board to monitor and make administrative decisions related to appropriation control.

5.15 Amendments to the Adopted Budget

Modifications to the Adopted Budget require approval by at least four Board members (4/5ths vote). Amendments to the Adopted Budget will be made in compliance with Board policies.

5.16 Budgetary Basis

The County uses the modified accrual basis of accounting following Generally Accepted Accounting Principles (GAAP). The budgetary basis is substantially the same as the modified accrual method of accounting that is used for financial reporting for all governmental funds except enterprise funds. The County currently has three enterprise funds which are budgeted based on a full accrual basis of accounting.

5.17 Capital Asset Definition

The County defines capital assets as assets with initial, individual costs of $5,000 or more and an estimated useful life greater than one year, except infrastructure, for which the threshold is set at $100,000. Capital assets include both tangible and intangible assets categorized by asset type for reporting purposes.

6. STRATEGIC PLANNING

6.1 Three-Year Forecast

The County uses a Three-Year Forecast strategic model to develop, initiate, and modify policies and budgets. The Three-Year Forecast demonstrates the County's ability to accomplish long-term goals by determining the potential budgetary impacts of current budget decisions. This approach allows the Board to be aware of the probable long-term outcomes of alternative decisions and to select the one that effectively serves the interests of the community within the financial resources of the County.

The Three-Year Forecast identifies fund balances, revenue patterns, expenditure trends, and cash requirements. It is neither a future budget, nor does it recommend services or programs. The Forecast is a guide to assist in making recommendations and building future budgets. The Forecast is designed to facilitate decision-making based on two fundamental questions: "What is the County’s financial future without change?" and "What path does the County wish to take for the future?"

The annual Three-Year Forecast is prepared in February by the County Administrative Office, with the subject matter expert assistance of departments. The timeframe allows departments to obtain prior year audited results and six months of actual financial data in the current fiscal year. The Forecast serves as a current year estimate and three-year financial outlook for building next year's Recommended Budget.

7. REVENUE AND EXPENDITURE POLICIES

7.1 Revenue Diversification

A diversified and stable revenue system will be maintained to shelter community services from short and long-term fluctuations to the extent possible.

7.2 Revenue Estimates

Annual revenues are conservatively estimated as a basis for preparing the Recommended Budget. Estimates shall not be based on optimistically hoped-for events but analytical techniques that use historical data, economic trends and indicators, information available from the state and other governmental agencies, and other accepted standards. In general, revenue estimates shall not assume any growth rate that is not well documented. Real growth that occurs beyond budgeted revenue will be recognized through budgetary adjustments. Significant revenues will be estimated by the department that manages the program and then reviewed first by the County Administrative Office and subsequently by the Board's Budget Committee before the adoption of the Recommended Budget.

7.3 Current Revenues

Annual expenditures shall be balanced to ongoing annual revenues without the use of one-time financing. Deficit financing and borrowing will not be used to support ongoing County services and operations without explicit Board direction and approval. The Board shall be advised that interfund loans are required, or the use of non-appropriated funds is requested.

7.4 User Fees

The County charges user fees for various services when it is appropriate and permitted by law. Unless set by policy, regulation, or statute, user fees are established and maintained at the Board's discretion. Fees will generally be set at a level sufficient to cover both direct and indirect costs of the services provided. The service may be subsidized by the County as deemed necessary by the Board. Factors for subsidy consideration include whether a subsidy causes an inappropriate burden on taxpayers, the degree to which the service benefits a segment of the population, whether beneficiaries can pay the fee, and whether the service provides a broader benefit to the community.

All fees for services are reviewed as necessary and adjusted where appropriate. The full cost of providing a service is calculated to provide a basis for setting the charge or fee and incorporates direct and indirect costs, including operations and maintenance, overhead, charges for the use of capital facilities, as well as depreciation. Other factors for fee or charge adjustments may include

the impact of inflation, other cost increases, the adequacy of the coverage of costs, current competitive rates, and contractual or statutory restrictions. Part of the decision-making process in establishing new services or increasing service levels should include an analysis of fees and user charges and a desired cost-recovery threshold. Increases may be justified based on outside variables not considered during the baseline budget submissions (e.g., water levels, gas prices, economy).

7.5 One-Time Revenues

The use of one-time revenues for ongoing expenditures is discouraged. Unpredictable revenues are budgeted conservatively, and any amount collected over the budget is generally carried forward in the fund balance.

7.6 Revenues of a Limited or Indefinite Term

Revenues of a limited or indefinite term will generally be used for those limited or unlimited term functions associated with the revenue. If it cannot be done, the revenue is to be considered discretionary revenue. It may be used for one-time expenditures to ensure no ongoing service programs are lost when such revenues are reduced or discontinued.

7.7 Use of Discretionary General Fund Revenue

Departments shall maximize the use of non-General Fund discretionary revenue and minimize the need to use discretionary General Fund revenue to fund programs. The Board will prioritize the use of discretionary General Fund revenue through the annual budget process.

7.8 Maintaining Revenue and Expenditure Categories

The County will maintain revenue and expenditure categories per state statute and administrative regulation and operational needs.

7.9 Outside Organization Contributions

Public Safety Sales Tax (Proposition 172)

Government Code Section 30052 requires Proposition 172 funds be placed into a special revenue fund and expended on such public safety services as sheriffs, fire, county district attorneys, and corrections.

The County has historically shared its Proposition 172 revenues with other agencies to help fund fire districts and offset costs to cities for emergency dispatch services. In the event of fiscal constraints, the Board retains the authority to reduce allocations to other agencies upon findings that internal public safety programs would otherwise require program reductions. The County Administrative Office is charged with determining when a reduction to other agencies would be appropriate and obtaining authorization from the Board to begin those discussions.

Emergency Communications Users' Offset

The Emergency Communications Department receives five percent (5%) of Proposition 172 revenues. The current agreement with user agencies fixed their funding at five percent (5%) of the County's total Proposition 172 revenues for the most recently audited fiscal year (e.g., the FY 2023-24 allocation will be five percent (5%) of FY 2021-22 audited actuals). Overall, ten percent (10%) of Proposition 172 revenues are distributed for emergency communication operations.

Fire Agencies' Distribution

The County shares with the Association of Firefighters and Volunteer Fire Companies 9.13% of the County's Proposition 172 revenue of the most recently audited fiscal year. The various fire agencies allocate the Proposition 172 revenue amongst themselves via their own allocation formula.

Distributions to Sheriff, Probation, and District Attorney

After allocation to local fire agencies and Emergency Communications, 80.87% percent of Proposition 172 revenues are distributed to the Sheriff, Probation, and District Attorney departments as approved by the Board in the base year of FY 1995-96, with growth revenues distributed using the percentages listed below:

Department	% of Growth
Sheriff	61.2%
District Attorney	21.7%
Probation	17.1%

County Agency Distribution

The State Board of Equalization apportions Proposition 172 revenues to each county based on its proportionate share of statewide taxable sales. Due to the disbursement cycle of Proposition 172 revenues from the State Controller, each fiscal year's actual Proposition 172 revenues are not known until August of the following fiscal year.

Proposition 172 Distribution Formula

Agency	Prop. 172 Distribution
Local Fire Agencies	9.13%
Emergency Communications	10.0%
Other Public Safety County Departments	80.87%

Contributions from Transient Occupancy Tax (TOT)

Contributions to Economic Development Set Aside

The County has agreed to annual contributions to the Monterey County Convention and Visitors Bureau, Film Commission, and Arts Council, respecting the value these organizations add to the community and their role related to the County Transient Occupancy Tax (TOT) revenues. This contribution is based on a shared percentage of total TOT revenues from the previously audited

fiscal year. The Convention and Visitors Bureau receives a contribution equal to 6.00%, the Film Commission receives a contribution equal to 0.95%, and the Arts Council receives a contribution equal to 1.98%, totaling a combined 8.93% contribution from the County's TOT revenues. In the event of fiscal constraints, the Board retains the authority to reduce its allocation to these outside agencies upon findings that internal countywide priority programs would otherwise require program reductions. The County Administrative Office is charged with determining when a reduction to outside agencies would be appropriate and obtaining authorization from the Board to begin those discussions.

Contributions to the Road Fund

In FY 2013-14, the TOT contribution percentage for the Road Fund was established by the Board at twenty percent (20%) of total TOT revenue. Per annum, the contribution shall increase by one percent (1%) until it reaches a twenty-five percent cap (25%). This contribution replaces, and is not in addition to, the $2.0 million the County previously provided per annum to the Road Fund from the General Fund.

Annual Contributions

Organizations that are not part of the County, but receive contributions from the County, shall not have their appropriation carried forward from budget-cycle to budget-cycle unless authorized and directed by the Board. At the will of the Board, organizations receiving County contributions may be subject to annual review and presentation to the Board on the value and services provided to the community as a result of County funds.

7.10 Appropriations for Contingencies

The County annually adopts an appropriation for contingencies to provide sufficient working capital and a margin of safety for unplanned operational needs. The contingency appropriation may be used at the discretion of and by the action of the Board. The contingency appropriation is utilized only after all other budget resources have been examined. The appropriation for operational contingencies shall be equal to one percent (1%) of estimated General Fund revenues unless expressly modified by the Board as part of the annual budget adoption.

7.11 Performance Measures

Departments shall develop key performance measures that address best practices, desired outcomes, Board strategic initiatives, and annual goals to ensure resource optimization and maximize results. Departments will pursue the most cost-effective means to achieve their performance measures. Performance measures provide the criteria that the Board and management uses to evaluate departmental requests for funding.

7.12 Payment for Goods from Prior Year

Goods and services ordered but not received before the end of the prior fiscal year will be paid from the current year's budgeted appropriations. The department's payment for goods and services to be received or used in the next year are not authorized for payment from current year funds,

unless the items are dues or maintenance agreements where recurring invoices for the next year are generally due before year-end.

8. FUND BALANCE AND RESERVE POLICIES

8.1 Use of Year-End Fund Balance

The fund balance is a measurement of available financial resources. It is the difference between total assets and total liabilities in each fund. The Board recognizes that the maintenance of fund balance is essential to preserving the County's financial integrity. The County's goal is to use fund balance as a source to finance one-time investments, reserves, and/or commitments. As a one-time financing source, any unbudgeted year-end fund balance will be used for non-recurring expenditures and only after the yearly audit and confirmation of the General Fund's fund balance.

Governmental Accounting Standards Board (GASB) Statement 54 distinguishes fund balance based on the relative strength of the constraints that control the purposes for which specified amounts can be spent. Beginning with the most restrictive constraints, fund balance amounts are reported in the following categories:

a. **Nonspendable fund balance –** amounts that are not in a spendable form (e.g., inventory) or are legally or contractually required to be maintained intact (e.g., permanent fund principal).

b. **Restricted fund balance –** amounts that can be spent only for the specific purposes stipulated by external parties, either constitutionally or through enabling legislation (e.g., grants or donations).

c. **Committed fund balance –** amounts that can only be used for the specific purposes determined by a formal action (resolution) of the Board. Commitments may be changed or lifted only by referring to the formal action that imposed the constraint originally (e.g., the Board's commitment in connection with future capital projects).

d. **Assigned fund balance –** amounts intended to be used for specific purposes. Intent can be expressed by the Board, or the County Administrative Officer, or designee.

e. **Unassigned fund balance –** includes all amounts not contained in other classifications and is the residual classification of the General Fund only. Unassigned amounts are available for any legal purpose.

8.2 Fund and Reserve Levels

Sufficient fund balance and reserve levels are a critical component of the County's overall financial management strategy. They are key factors in the ability to sustain service delivery and obtain external financing. Rating agencies analyze fund balance when considering the County's overall financial strength and creditworthiness. Adequate reserves enable flexible financial planning in developing future capital projects, dealing with unforeseen emergencies and changes in fiscal conditions. Each fund shall maintain a level of reserves, providing a positive fund balance throughout the fiscal year. In the event a fund anticipates going in a negative cash position, the

fund manager shall immediately bring to the Budget Committee a report outlining the reason(s) along with a financial plan to ensure the fund regains a positive cash balance.

The County uses a strategic reserve policy to provide adequate fund balance throughout the year. All major County funds shall develop a reserve policy and fund a reserve in conformance with their industry's best practices. In the event such best practices are non-existent, the fund shall adopt the percentages as follows: an appropriation for operational contingencies equal to one percent (1%) of estimated annual revenue and a strategic reserve equal to ten percent (10%) of estimated annual revenue.

8.3 Committed Fund Balance – Strategic Reserve Fund

The County will commit a portion of the fund balance in the General Fund as a strategic reserve to provide the County with sufficient working capital and be used to fund settlement of legal judgments against the County in excess of reserves normally designated for litigation, for short-term revenue reductions due to economic downturns, for natural disasters as determined by the County Administrative Officer or Board, and for one-time-only state budget reductions that could not be addressed through the annual appropriations for contingencies in the General Fund. The County's goal is to maintain a strategic reserve equal to ten percent (10%) of the General Fund estimated revenues. The Natividad Medical Center (NMC) strategic reserve designation, established in 2011, is a sub-designation of the General Fund strategic reserve.

If the strategic reserve is utilized to provide temporary funding of unforeseen needs, the County shall take measures necessary to prevent its use in the following fiscal year by increasing General Fund revenues and/or decreasing expenditures to regain structural balance. The County shall also restore the strategic reserve to the minimum level of ten percent (10%) of General Fund estimated revenues within five fiscal years following the fiscal year in which the event occurred. The plan to restore the strategic reserve shall be included and highlighted in the County's Three-Year Forecast. Funds in excess of ten percent (10%) of the annual requirements may be retained in the strategic reserve or may be considered for other purposes, such as supplementing capital project funds or prepaying existing debt.

8.4 Order of Expenditure of Fund Balance

When multiple categories of fund balance are available for expenditure (e.g., a project is being funded partly by a grant, funds set aside by the Board, and unassigned fund balance), the County will start with the most restricted category and spend those funds first before moving down to the next fund balance category with available funds.

9. INTERFUND LOANS

Interfund loans are the lending of cash from one County fund to another for a specific purpose and require repayment. Interfund loans are typically short-term in nature and constitute the allocation of cash between individual funds for working capital purposes.

Interfund loans may be made for the following reasons:

a. To offset timing differences in cash flow;
b. To offset timing differences between expenditures and reimbursements, typically associated with grant funding;
c. To provide funds for interim financing in conjunction with obtaining long-term financing; and/or
d. For short-term borrowing in place of external financing.

Interfund loans are not to be used to solve ongoing structural budget issues or hindering the accomplishment of any function or project for which the lending fund was established. Interfund loans are not to be used from fiscal year to fiscal year as a financing strategy. If a fund has a negative cash balance, the department must present the County Administrative Office with a plan for reaching a positive cash balance. A negative cash balance must be addressed in the fiscal year that the fund reaches negative cash.

Interfund loan monies may only be used for the purpose identified in the authorizing resolution. Appropriate accounting records will be maintained to reflect the balances of loans in every fund affected by such transactions. A summary of all outstanding interfund loans will be included in the Annual Comprehensive Financial Report (ACFR).

9.1 Interfund Loan Terms

The Board must approve interfund loans by resolution. The resolution will include a planned schedule of repayment of the loan principal and set a reasonable interest rate to be paid to the lending fund if required by the lending fund's restrictions or regulations during the time the loan is outstanding. Repayment of an interfund loan shall be within the same fiscal year unless otherwise stated in a Board resolution. The County Administrative Office shall have authority for issuing temporary interfund loans for end-of-year purposes and report out these temporary interfund loans to the Board via memorandum.

9.2 Interfund Loan Interest

The following guidelines should be used in establishing the rate of interest:

a. Not lower than the "opportunity cost" if the funds were otherwise invested, such as the County Treasury Pooled Interest Rate;
b. Treasury yields or short-term bond yields for a similar term; and
c. Not higher than the external rate available to the County.

Interest is not required in the following circumstances:

a. The borrowing fund has no independent source of revenue other than the lending fund; or
b. The borrowing fund is generally funded by the lending fund; or
c. The lending fund is the General Fund, which, being unrestricted, can loan interest-free, except to a proprietary fund (such as one of enterprise funds below).

10. ENTERPRISE FUNDS

The County will establish enterprise funds for County services when:

a. The fund's operations are financed and operated like private business enterprises, where services provided are primarily funded through user charges; or
b. The Board determines that it is appropriate to conduct a periodic review of net income for capital maintenance, accountability, or other public policy purposes.

The County Administrative Office is the chief advisor to the Board in the creation of an enterprise fund. The County currently has three enterprise funds: 1) Natividad (fund 451); 2) Lake Resort (fund 452); 3) Laguna Seca Recreational Area (fund 453).

10.1 Expenses

Enterprise fund expenses and revenues will be established at sufficient levels to properly maintain the fund's infrastructure and provide significant capital development without requiring County fiscal intervention.

10.2 Rate Structure and Net Position

Each enterprise fund will maintain an adequate rate structure to cover the cost of all operations, including cash flow, capital replacement and maintenance, debt service if applicable, contingency funding, scheduled reserve contributions, and depreciation. Rates may be offset from the available net position only after these requirements are met.

10.3 Services

Enterprise fund services will establish and maintain reserves for general contingency and capital purposes consistent with those maintained for general governmental services.

10.4 Net Operating Revenues

The County will ensure that net operating revenues of the enterprise are sufficient to pay operating expenses, capital costs, and any debt service requirements where applicable, in compliance with the County's fiscal and debt policies.

10.5 Interest from Funds

Unless otherwise directed by statute, regulation, or resolution, interest will be allocated as discretionary financing for an enterprise fund.

10.6 Financial Monitoring and Reporting

The County Administrative Office and departments shall monitor revenues and expenses throughout the year to ensure conformity to adopted budgets. Enterprise funds shall provide the

Budget Committee financial status reports on a semi-annual or quarterly basis. Financial reports shall contain a year-to-date summary of expenses, revenues, and cash positions, significant variances, comparisons to previous fiscal years' activity, trends for the current fiscal year, and financial impacts to the General Fund, if any.

11. INTERNAL SERVICE FUNDS

An internal service fund (ISF) is a centralized governmental service that provides services or products on a cost-reimbursement basis to other governmental units or external users with a break-even motive. To qualify as an ISF, the predominant users of the services or products must be the government itself.

11.1 Use of Internal Service Funds

Risk Management

The Office of the County Counsel is responsible for managing the County's general liability (fund 475) and workers' compensation (fund 476) ISF funds. These ISFs shall function as funds for paying all judgments, settlements, and claims against the County. The General Liability ISF will reserve adequate funds to cover both excess insured events and events not covered by excess insurance coverage and provide for "recoverable" and "non-recoverable" losses. Both ISFs are currently funded at a seventy percent (70%) confidence level.

Human Resources – Benefits

The Human Resources Department is responsible for managing the County's Benefits ISF (fund 477). The ISF covers various benefit programs supported by contributions from the County, active employees, and retired employees. Programs include dental and vision benefits for employees and dependents, Employee Assistance Program, Long-Term Disability, Retiree Sick Leave Conversion, and other miscellaneous benefit programs.

Resource Planning

The County Administrative Office has administrative authority over all aspects of the Resource Planning ISF (fund 478). The Resources Planning ISF provides funds for capital projects that require replacement, maintenance, or upgrades during the asset's life. The fund serves to establish a capital funding process, generating funds over an asset's life, thereby minimizing fiscal impacts to operations.

The Resource Planning Fund’s respective sub-funds are the: 1) VAMP-Vehicle Asset Management Program; 2) ERP-Enterprise Resource Planning for Upgrades/Replacement; 3) BIR-Building Improvement and Replacement; and 4) EIR-Equipment Improvement and Replacement.

11.2 General Fund Transfers

In the event there is a large settlement that cannot be funded within the existing ISF reserve, the Office of the County Counsel may submit a request to the County Administrative Office for a transfer from the General Fund or such other fund as may be available and appropriate. Such a

request will include, at a minimum, an analysis of the impact of the settlement on the reserve, alternatives for addressing the implications, and the advantages and disadvantages of each alternative.

11.3 Actuarial Studies

The County Counsel-managed ISFs and the Benefits ISF shall complete two annual actuarial studies. The first study will be completed using data through June 30th, and a second ("true-up") actuarial study will be completed with data through December 31st. The June 30th study will be used to set department allocations for the upcoming fiscal year, while the December 31st study will be used for meeting its operational needs (e.g., purchasing excess insurance coverage). County Counsel will work throughout the year to obtain information on potential settlements that could impact reserve levels and provide this information to the actuary as part of the semi-annual actuarial valuation process.

11.4 Internal Service Funds Reporting

Departments that manage ISFs shall provide to the Board and its Budget Committee an annual report outlining funding levels, operational costs, and outcomes of operations.

12. CAPITAL FACILITIES AND IMPROVEMENT POLICIES

12.1 Capital Investments

The County is responsible for investing in the preservation, maintenance, and improvement of buildings, parks, roads, sewers, equipment, and other capital infrastructure. Strategic capital improvement plans, policies, and programs assess future needs and prevent emergencies to avoid major costs. Thus, the Board established the Capital Improvement Program, Five-Year Plan (CIP), which incorporates into the operating budget the fiscal impact of projects including design, construction, equipment, land purchases, and administration. The CIP is prepared and updated annually by the Public Works, Facilities, and Parks Department with review by the County Administrative Office.

Projects in excess of $100,000 that have an estimated useful life of at least five years and are non-recurring should be included in the CIP for consideration and countywide prioritization. Updates will regularly be made to all projects in various stages of implementation within the CIP and annual review of priorities, needs and staffing levels will be conducted. The CIP shall be consistent with the County's overall goals and objectives and coordinated with economic development infrastructure investments.

12.2 Financial Analysis of Funding Sources

Financial analysis of funding sources is conducted for all proposed major capital improvement projects. Operating and maintenance costs should be identified separately, to ensure that adequate funds will be available for ongoing expenses necessary to maximize useful life. The Budget Committee determines available funding sources and provides input toward scope changes to meet

any fiscal constraints. Project scope and budget must be defined and submitted to the Board for approval before project funds can be expended.

12.3 Annual Capital Improvement Budget

The Board includes capital project funding during the annual budget process. In general, capital projects that have secured funding to progress in the first year of the CIP will be included in the Recommended Budget. The Board shall determine annual ongoing funding levels for each of the major project categories within the CIP. When considering the priority and funding of each capital project, the County shall consider the operating impacts (e.g., increased staff, facilities maintenance, and outside rentals) of the project.

12.4 Capital Project Reports

Capital projects shall provide the following reports:

a. Monthly updates of the drawdown schedule for debt-financed projects;
b. Quarterly reports to the County Administrative Office detailing quarterly forecasts of expenditures for the life of debt-financed projects;
c. Quarterly updates to the Capital Improvement and Budget committees on implemented capital projects that include the initial approved and modified budgets, expenditures to date, remaining budget and expenditures, original completion date, and if applicable, revised completion date and the phase (in a percentage) the project is toward completion;
d. Quarterly updates to the Budget Committee on capital funds interest accumulation; and
e. Semi-annual updates to the Capital Improvement and Budget committees on scheduled and unscheduled maintenance projects.

The County Administrative Office shall provide a quarterly report to the Capital Improvement and Budget committees regarding drawdown schedules for debt-financed projects.

13. DEBT MANAGEMENT

Due to its length and complexity, the Debt Management Policy is reviewed by the Board separately from these policies. The Debt Management Policies are published online: www.co.monterey.ca.us/government/departments-a-h/administrative-office/debt-management.

14. GRANT MANAGEMENT

The County recognizes that grant funding provides significant resources to enhance the ability to provide services and activities not otherwise available. Consideration will be given to whether grant activities further the County's mission, are part of the core functions of the department, benefit the community, and whether locally generated revenues will be required to support grant activities when grant funding is no longer available. Grants that do not meet these criteria shall be declined.

Departments are responsible for the continuous monitoring of the financial status of grants and compliance with all applicable federal, state, and local regulations, including procurement policies and procedures.

Any position changes related to grant funding must be approved by the Board and adequately classified by Human Resources. Departments are to promptly notify payroll of coding changes needed for those positions being charged to grants since grant codes may change each year.

Departments are responsible for all aspects of the grant process, including planning for grant acquisition, preparing and submitting grant proposals, developing grant implementation plans, managing grant programs, preparing and providing reports to grantors, and adequately closing out grant projects. Department staff and the County Administrative Office will maintain a close working relationship concerning any grant activity to ensure a clear understanding of the project status.

The County manages a variety of programs, which depend on outside grants for partial or full funding. In the event of reductions in such external funding amounts, the program service levels will be reduced, and additional County support shall not be provided to compensate for the decrease in outside funding unless approved and directed by the Board.

15. STATE AND FEDERAL PROGRAMS

The County shall operate state and federal programs based on the level of state funding provided and shall not backfill any state cuts with General Fund resources except when mandated, or local priorities dictate a need for a continuance.

Attachment D

ATTACHMENT ~~A~~ D
Initial Local Road Repair Program Summary Table

Neighborhood Costs			
District	**Neighborhood**		**Est. Cost**
2	2-1	Aromas	$2,515,629
5	5-1	CSA 66	$535,890
5	5-3	CSA25	$5,785,567
		Total FY23	**$8,837,086**
3	3-1	San Ardo	$6,058,460
5	5-7	Tierra Grande	$4,342,287
		Total FY24	**$10,400,747**
2	2-2	Moss Landing Residential	$1,867,464
3	3-4	Spreckels	$5,115,192
5	5-6	Carmel Hills Dr. Area	$2,591,797
		Total FY25	**$9,574,453**
3	3-3	Bradley	$2,289,845
5	5-12	Carmel Knolls (CSA 34)	$2,478,452
5	5-13	Rio Vista (CSA 34)	$5,156,482
5	5-5	Part CSA 51	$1,103,836
		Total FY26	**$11,028,615**
2	2-16	Oak Tree Hills	$9,387,375
5	5-20	Brookdale	$3,001,877
		Total FY27	**$12,389,252**
5	5-19	Ribera Rd Carmel	$1,283,962
5	5-8	Carmel Valley Village	$11,182,376
		Total FY28	**$12,466,338**
2	2-3	CSA 37	$633,093
2	2-4	Portion CSA 32	$406,377
3	3-5.2	Bryson Hesperia Rd.	$7,397,345
		Total FY29	**$8,436,815**
2	2-12.1	Portion of CSA 9	$7,571,007
2	2-17	Portion of CSA 9	$1,645,533
		Total FY30	**$9,216,540**
2	2-12.2	Portion of CSA 9	$4,975,394
3	3-6	CSA 20	$3,614,253
		Total FY31	**$8,589,647**
5	5-11	Viejo & Valenzuela Roads	$1,736,766
5	5-16	CSA 58 and Portion of CSA 44	$5,768,797
		Total FY32	**$7,505,563**
GRAND TOTAL PROGRAM			**$98,445,056**

Attachment E

2022



Monterey County

10 Year Local Road Rehabilitation Program

SUMMARY REPORT

SEPTEMBER 16, 2022

Harris & Associates

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Appendix A

I. EXECUTIVE SUMMARY

In March 2020, the Monterey County Board of Supervisors (Board) directed staff to evaluate funding options that would support an accelerated program of road repair to improve the overall condition of County roads. Staff consulted with the County's municipal finance advisor to evaluate potential revenue measures and financing tools. Since February 8, 2021, the County has been pursuing a pilot program approach that will use one or more bonds, supported by various County Road Fund revenues, to implement an accelerated road repair program for communities. The County continues to develop the details of the proposed financing approach, which the Board is expected to consider in Fall 2022.

The purpose of this report is to provide the basis for and outline of the proposed accelerated road repair program for communities. For this effort it was assumed that a bond financing approach would provide $100 million over a 10-year period, although it is acknowledged that the actual approach being finalized may generate a different amount. The County has over $600 million in deferred road repair needs and road repair funding is typically directed toward County roads with higher traffic volumes, greater proportion of truck traffic and roads on key transportation, agriculture or tourism corridors. Per coordination with the Board and its Capital Improvement and Budget Committees, this accelerated program is intended to focus on local roads that service primarily residential areas and communities. This program will help improve pavement quality on local County roads for which grants or other State and Federal supplemental road funding sources are typically not available.

The County engaged Harris & Associates (Harris) to develop a proposed 10-year Bond Measure Plan to show how and where bond financing proceeds could be applied to improve local County roads. Harris used the Metropolitan Transportation Commission's (MTC) StreetSaver Online Edition for this analysis and plan development. This software is used to help make cost-effective decisions related to the road network, maximizing the County's return on investment from available maintenance and rehabilitation funds; generating a prioritized plan and identifying specific areas in need of maintenance and rehabilitation.

II. PAVEMENT NETWORK

Based on the County's latest StreetSaver database, the County's entire road network is comprised of approximately 1,098 centerline miles of paved roads and is divided into 2,337 pavement management sections. To assist in planning maintenance needs, the County's roads are grouped according to functional class. Table 1 below shows the County's pavement mileage by functional class for the entire road network along with the Pavement Condition Index (PCI). PCIs are expressed as a number between 0 and 100, a PCI of 0 would correspond to a badly deteriorated pavement with virtually no remaining life. A PCI of 100 would correspond to a new pavement with proper engineering design and construction at the beginning of its life cycle.

Table 1

Network Summary Statistics for Monterey County				
Classification	**Total Sections**	**Total Centerline Miles**	**Total Lane Miles**	**PCI**
Minor Collector	197	163.97	327.99	32
Other Principal Arterial	21	5.16	14.46	72
Major Collector	346	209.66	454.48	52
Minor Arterial	19	11.66	28.01	55
Local	1,754	707.62	1,350.72	36
Total	**2,337**	**1,098.07**	**2,175.66**	40

The County selected 124 centerline miles of local roads, which are divided into about 618 pavement management sections, to be part of the Bond Measure Program. The County selected local roads in areas to make meaningful improvements to entire communities or neighborhoods and address needed deferred maintenance. The list of selected roads was provided to Harris in order to create a unique identifier of these roads in the StreetSaver database. The table below shows the County's pavement mileage by functional class of the selection of roads included in the Bond Measure Program. As shown in Table 2 below, the vast majority of roads selected fall into the "Local" functional class. To the extent that some selected areas include a minor or major collector through the community, those road segments were also included in the program (e.g. a "main" street in an otherwise small residential community).

Table 2

Network Summary Statistics for Bond Measure Program				
Classification	**Total Sections**	**Total Centerline Miles**	**Total Lane Miles**	**PCI**
Major Collector	21	6.98	15.51	45
Minor Collector	2	0.64	1.28	14
Local	595	116.73	231.59	31
Total	**618**	**124.35**	**248.38**	32

III. DECISION TREE UPDATES

A Decision Tree is used to model the decision-making process that the County can follow to select a maintenance or rehabilitation strategy. The decision tree contains "branches" for each functional classification, surface type, and condition category. The County is able to outline its Maintenance and Rehabilitation (M&R) strategy, choosing a treatment for each branch.

Harris worked with the County to update the treatments and unit costs in the Decision Tree. The treatments and unit costs were based on similar completed projects in the region. The unit costs consist of hard cost, soft costs, and total improvement costs (on a per square yard basis).

Hard costs consist of paving and non-paving cost. Paving hard costs include material, labor, and equipment, while non-paving hard cost include traffic control, curb & gutter, curb ramps, striping, and signal loops. Non-paving hard costs are typically 25% of the paving hard costs. Soft Cost include design, construction inspection, construction management, and contingencies. This is an assumed 30% markup of the total hard costs. The total costs include all hard and soft costs. This fully loaded program cost was ultimately used for the Decision Tree in the Streetsaver Program.

The pavement conditions of the roads in the Bond Measure program include those in Good, Poor, and Very Poor condition categories, however, most of the identified roads are in the Poor and Very Poor categories. Roads in the Good condition category are roads with PCIs ranging from 50-69 and are typically in need of rehab or a surface seal with dig outs depending on the type of distresses found in those sections. The Poor condition category are roads with PCIs ranging from 25-49 and are typically in need of rehab treatments. The roads in the Very Poor condition category have PCIs that range from 0-24 and are typically in need of reconstruction. Because of this, it was decided that preventive maintenance treatments like slurry seal and cracks seal be removed from the Collected and Residential branches of the decision tree. Table 3 below summarizes the treatment and cost for each functional class and condition category (on a per square yard basis). The few roads on the Bond Measure list that are in need of preventative maintenance will be handled separately and will be covered in more detail in Section V – 10 Year Plan Scenario of this report.

Table 3

Decision Tree								
PCI Ranges	Surface Type (ST)	Condition Category	Treatment Type	Proposed Pavement Treatment	Hard Costs		(c) Soft Costs *30% of (a+b)*	Total Cost (Hard + Soft Costs)
					(a) Paving	(b) Other Non-Paving *25% of (a)*		
(70-90)	AC	I - Very Good	Crack Treatment	Do Nothing	N/A	N/A	N/A	N/A
(70-90)	AC	I - Very Good	Surface Treatment	Do Nothing	N/A	N/A	N/A	N/A
(70-90)	AC	I - Very Good	Restoration Treatment	Do Nothing	N/A	N/A	N/A	N/A
(60-69)	AC	II - Good, Non-Load Relate	Rehab	Thin AC OL or Type 1 SS W/DO	$17.00	$4.25	$6.38	$27.63
(50-59)	AC	III - Good, Load Related	Rehab	Thin AC OL (1.5") W/ Digouts	$20.00	$5.00	$7.50	$32.50
(25-49)	AC	IV - Poor	Rehab	Thick AC OL (2.5") or CIR	$35.00	$8.75	$13.13	$56.88
(0-24)	AC	V - Very Poor	Rehab	Reconstruct Structure/FDR	$70.00	$17.50	$26.25	$113.75

IV. LIMITS OF STUDY

It must be recognized that this report is limited to the existing road pavement repairs. It does not include existing deficiencies for right-of-way concrete sidewalks, drainage, trees, bus pads and non-structural improvements such as decorative crosswalks, medians, lighting and street furniture. Costs for these right-of-way repairs and improvements throughout the County would easily exceed the deferred maintenance costs (the cost of crucial maintenance work not performed in a specific year) identified in this report and can be identified and estimated separately in future reports. To the extent that deficiencies noted impact the ability to repair selected road segments, the County will pursue repairs in advance of the planned road work under other Road Fund maintenance programs. Also, for communities with existing sidewalks, this program will include upgrades to existing or installation of new curb ramps where necessary to comply with current ADA requirements to the maximum extent practicable.

The County currently uses MTC's Pavement Management Program (PMP). The PMP provides a management tool to inventory street pavement, assess pavement condition, record historical maintenance, forecast budget needs, and view impacts of funding on network pavement condition over time. The following recommendations generated by the PMP are for planning purposes only. The resulting general recommendations are not intended to replace sound engineering judgment, which should dictate specific needs for an individual project. Maintenance and rehabilitation projects should be based on a combination of the system's recommendations weighed against the County's preferences, budget constraints, and other contributing factors. In addition, further refinements may be warranted from an engineering staff review of the pavement condition. For example, a particular pavement section may require treatment earlier (or later) than the rest of the roads in its localized area. Also, this plan is intended to be a living document that will necessarily need to be updated over the course of the 10-year program.

District Breakdown

The County is divided into five supervisorial districts, but there are no County roads in District 1 (which is entirely comprised of the City of Salinas) and the relatively few County roads in District 4 are not local roads targeted under this program. Therefore, the road sections in the Bond Program are contained only in Supervisorial Districts 2, 3, and 5. Table 4 below lists the number of road segments targeted within each district, as well as the corresponding centerline miles and percentage of each. Over the 10-year road program, it is the County's goal to implement local repair projects generally in proportion to the relative amount of centerline road miles within each of the three target supervisorial districts. Many of the targeted roads are located in County Service Areas (CSAs), and District 5 has many large CSA areas. Therefore, District 5 has the highest percentage of roads targeted under this bond-financed program.

Table 4

District Breakdown			
	# Road Segments	**Centerline Miles**	**% of Total**
District 2	145	23	18%
District 3	85	31	25%
District 5	388	71	57%
TOTAL	**618**	**124**	**100%**

V. 10 YEAR PLAN SCENARIO

Budget Scenario Criteria

For the development of this initial plan, it was assumed that a bond financing approach would provide $100 million over a 10-year period, although the actual approach being finalized may generate a different amount. If the actual total is lower, then roads planned in the later years of the program may need to be removed. If the amount is higher, then additional roads could be added. These adjustments would be reflected in periodic plan updates over the life of the program. The program is intended for a 10-year period, beginning with the County's current Fiscal Year 2022-23 period. An annual inflation rate of 4% was assumed to aid with estimates of future project costs. Based on the percentage of target roads within each supervisorial district, the program will strive to allocate total program funds in proportion to those percentages over the life of the program as shown in Table 5 below. Note that the budget percentages shown below differ from the road segment percentages shown in Table 4. This is because of the differing proposed pavement treatments for the road segments (e.g. some will require less costly pavement repair than others).

Table 5

District Budget Breakdown		
	% of Total	**Approximate Total Spending**
District 2	29%	$29,001,872
District 3	25%	$24,475,095
District 5	46%	$44,968,089
TOTAL	**100%**	**$98,445,056**

Preventative Maintenance

Within the program there are about $350,000 worth of local roads needing improvements for which relatively lower cost preventive maintenance could be implemented because the condition of these roads does not require the greater level of treatment then roads with worse pavement conditions. Typically, for these roads a preventative treatment such as a slurry seal would suffice to help maintain the road in a good condition. Since this level of treatment may not be considered a capital project eligible for bond financing, these roads are not included in the bond program per se, but

the County will pursue preventative treatments (using another source of road funding) in parallel with this bond program to address these road segments. Once a road is re-paved, it should be considered for a preventative treatment again (such as a slurry seal) within five to eight years to re-seal the asphalt surface to slow pavement deterioration and extend its life. For roads addressed in the early years of this program, preventative treatments would be needed before the end of this repair program. For the reason noted above, when that time comes, the County will implement preventative treatments on roads completed under this program using other road funding sources. This strategy would allow more sections within the Bond Program to be touched at least once during the 10-year analysis period as opposed to the roads in need of preventive maintenance to be revisited later in the analysis period, freeing up more of the budget in later years for roads in need of more major treatments that haven't yet been treated.

Neighborhood Grouping

Roads included in the program were grouped into "neighborhoods," so that roads located in relatively close geographic proximity were included in the same neighborhood. This was done to assist with tracking, and as an initial method for assigning actual construction repairs. The intent is to complete repairs on selected roads in the same geographic area to avoid returning to the same area multiple times over the life of the program. This should help improve cost efficiency as contractors working on this program can address multiple roads in the same area at the same time, and minimize disruption to residents by impacting them with construction activity only once. Neighborhood groupings were identified with the aid of County staff to ensure logical groupings, and were assigned a two part number in this format: X-Y, where the first number represents the supervisorial district and the second the neighborhood in that district. A map depicting all of the neighborhood groupings throughout the County is provided in Appendix A.

10-Year Program List

Table 6 below lists the neighborhoods selected for each year of the ten-year program, along with estimated cost. Maps depicting the roads included within each neighborhood are provided in Appendix A.

Table 6

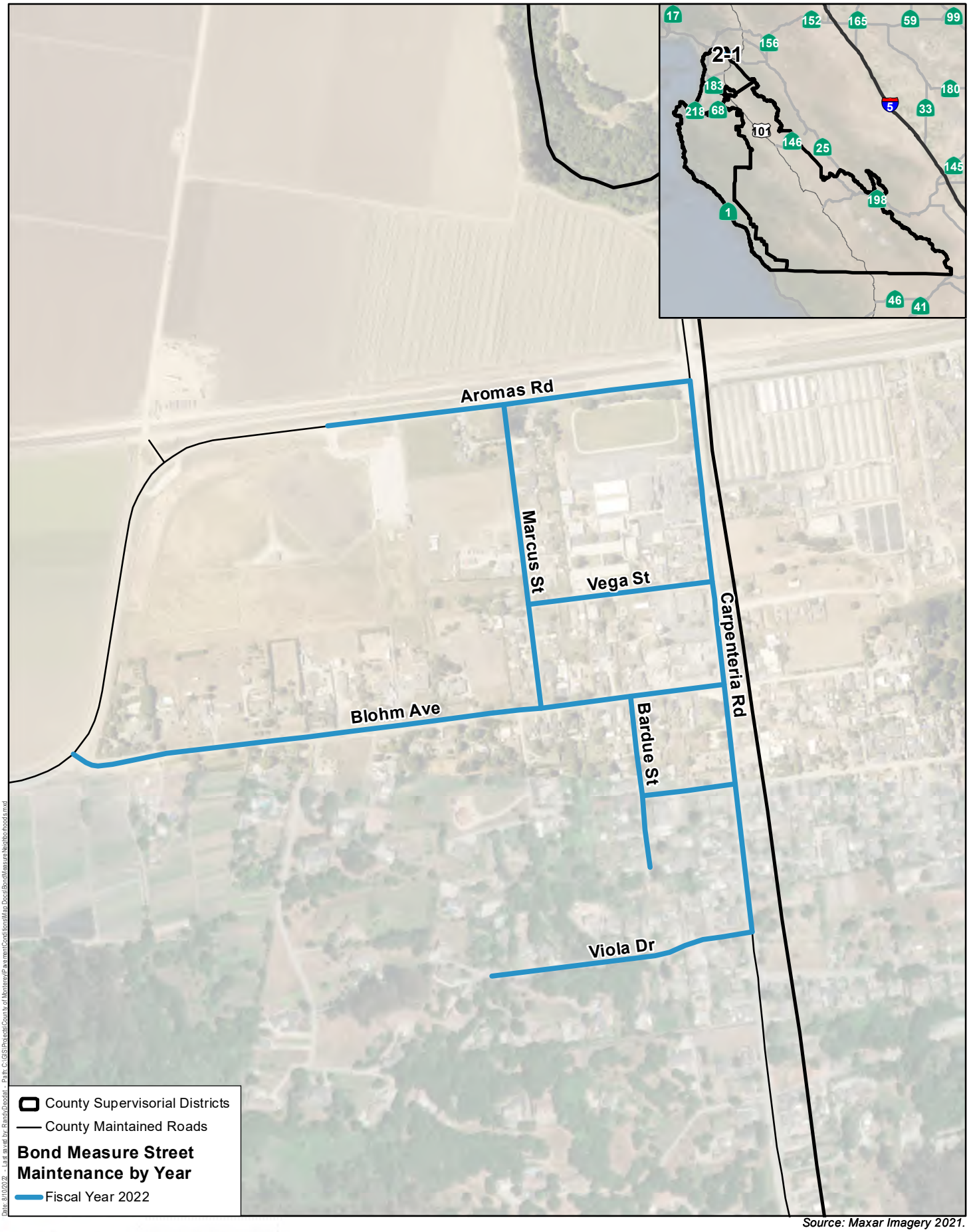
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		Total FY23	**$8,837,086**
3	3-1	San Ardo	$6,058,460
5	5-7	Tierra Grande	$4,342,287
		Total FY24	**$10,400,747**
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		Total FY25	**$9,574,453**
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5	5-13	Rio Vista (CSA 34)	$5,156,482
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		Total FY26	**$11,028,615**
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		Total FY27	**$12,389,252**
5	5-19	Ribera Rd Carmel	$1,283,962
5	5-8	Carmel Valley Village	$11,182,376
		Total FY28	**$12,466,338**
2	2-3	CSA 37	$633,093
2	2-4	Portion CSA 32	$406,377
3	3-5.2	Bryson Hesperia Rd.	$7,397,345
		Total FY29	**$8,436,815**
2	2-12.1	Portion of CSA 9	$7,571,007
2	2-17	Portion of CSA 9	$1,645,533
		Total FY30	**$9,216,540**
2	2-12.2	Portion of CSA 9	$4,975,394
3	3-6	CSA 20	$3,614,253
		Total FY31	**$8,589,647**
5	5-11	Viejo & Valenzuela Roads	$1,736,766
5	5-16	CSA 58 and Portion of CSA 44	$5,768,797
		Total FY32	**$7,505,563**
GRAND TOTAL PROGRAM			**$98,445,056**

Table 7 below summarizes the PCI trend by year. The "Never Treated" PCI is what the PCI is expected to deteriorate to if the program treatment is not applied. If no sections in the Bond Measure program are treated, the overall PCI of the target Bond Measure roads would decrease from 34 to 11 over the next 10 years. Based on the planned annual budgets and treatments for the selected roads, the overall pavement condition for the selected Bond Measure roads will improve from 36 to 86 over the 10-year program as shown below.

Table 7

Projected Average PCI By Year		
FY	**Bond Measure Roads Never Treated PCI**	**Bond Measure Roads Average Treated PCI**
2022	34	36
2023	31	43
2024	28	48
2025	25	54
2026	22	64
2027	19	71
2028	17	74
2029	15	78
2030	12	82
2031	11	86

APPENDIX A



Source: Maxar Imagery 2021.

Harris & Associates

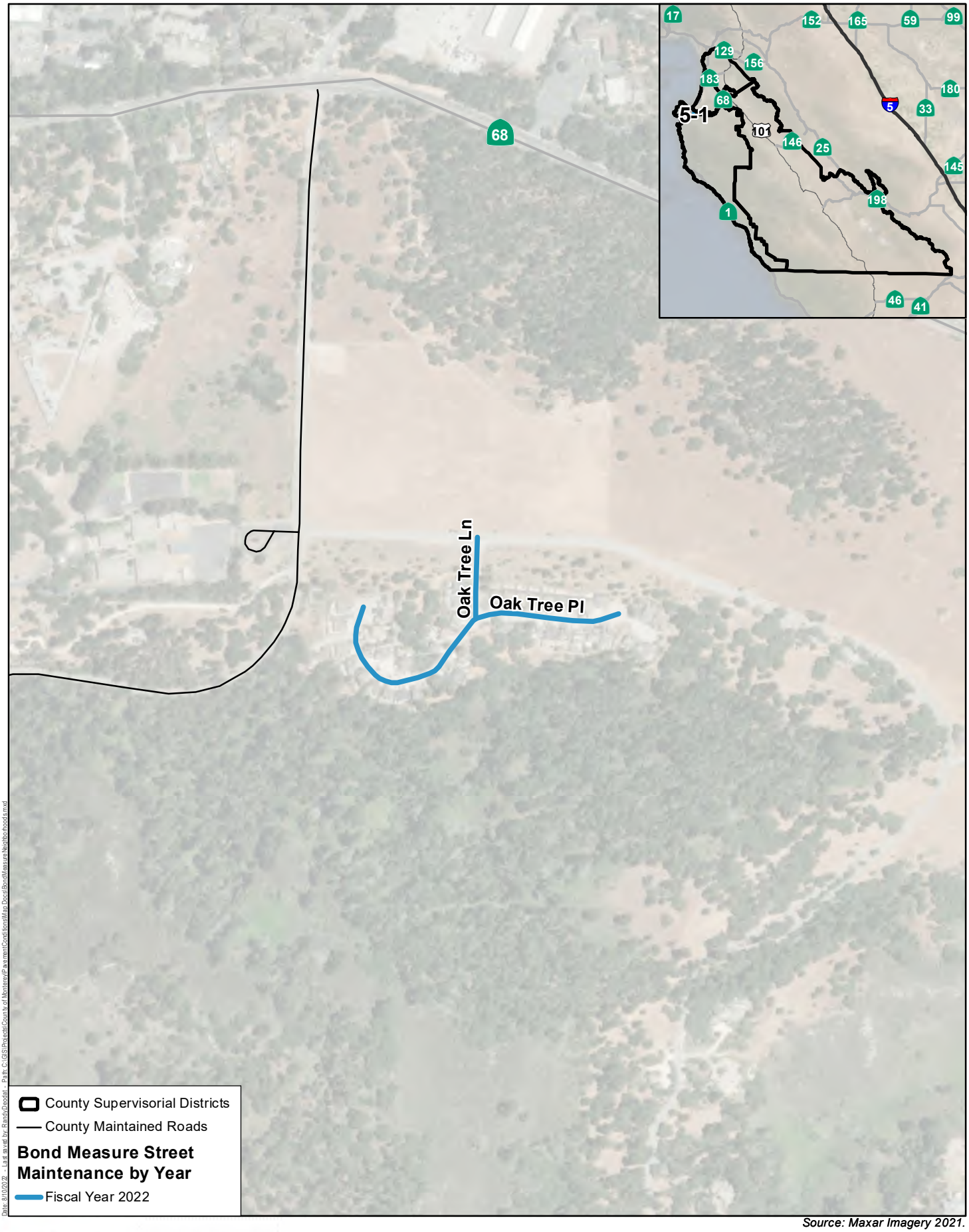
N

0 600 1,200

Feet

Figure 1

2022 - Neighborhood 2-1



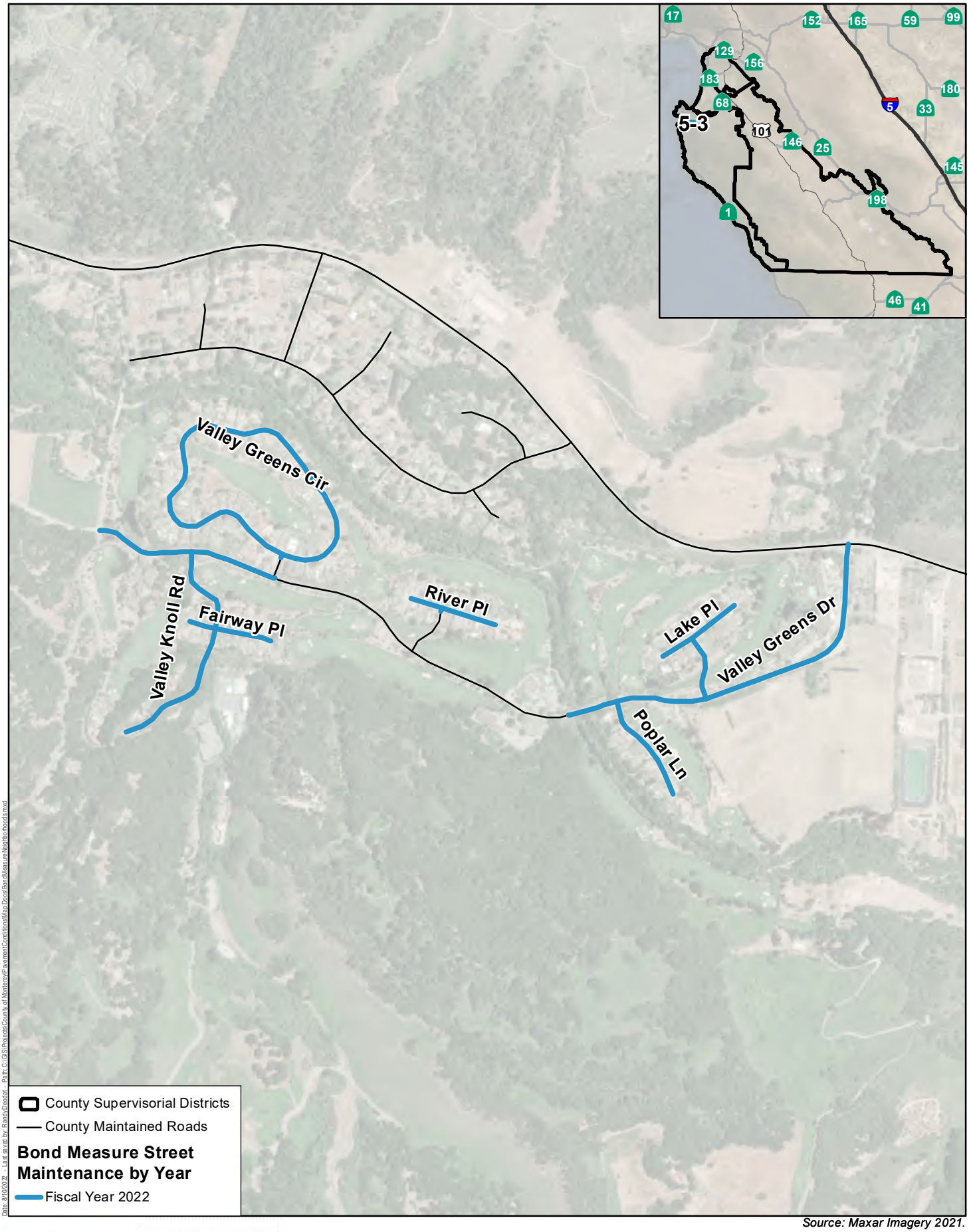
Source: Maxar Imagery 2021.

Harris & Associates

Figure 2

2022 - Neighborhood 5-1

Monterey County



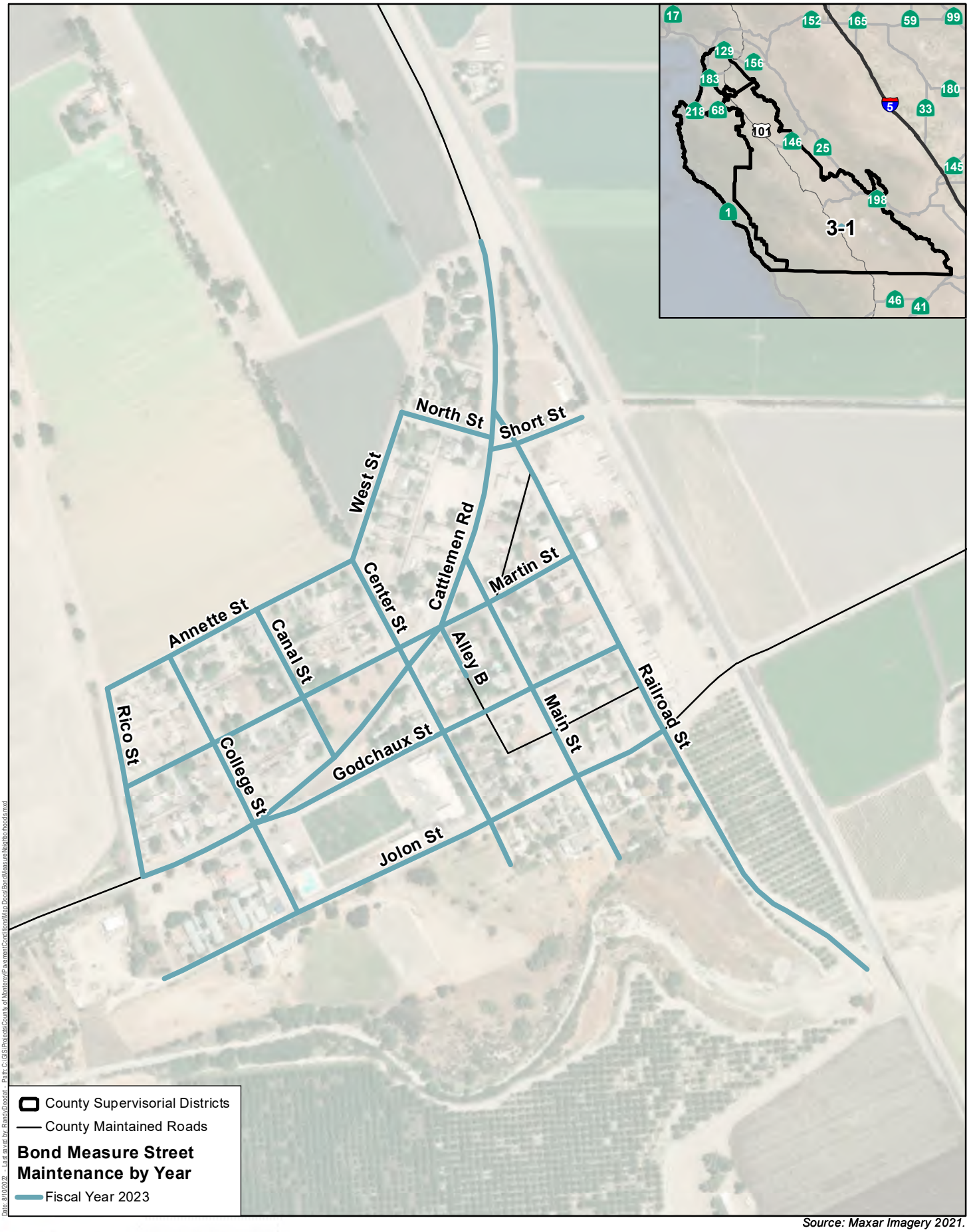
Source: Maxar Imagery 2021.

Harris & Associates

Figure 3

2022 - Neighborhood 5-3

Monterey County



Source: Maxar Imagery 2021.

Harris & Associates

N

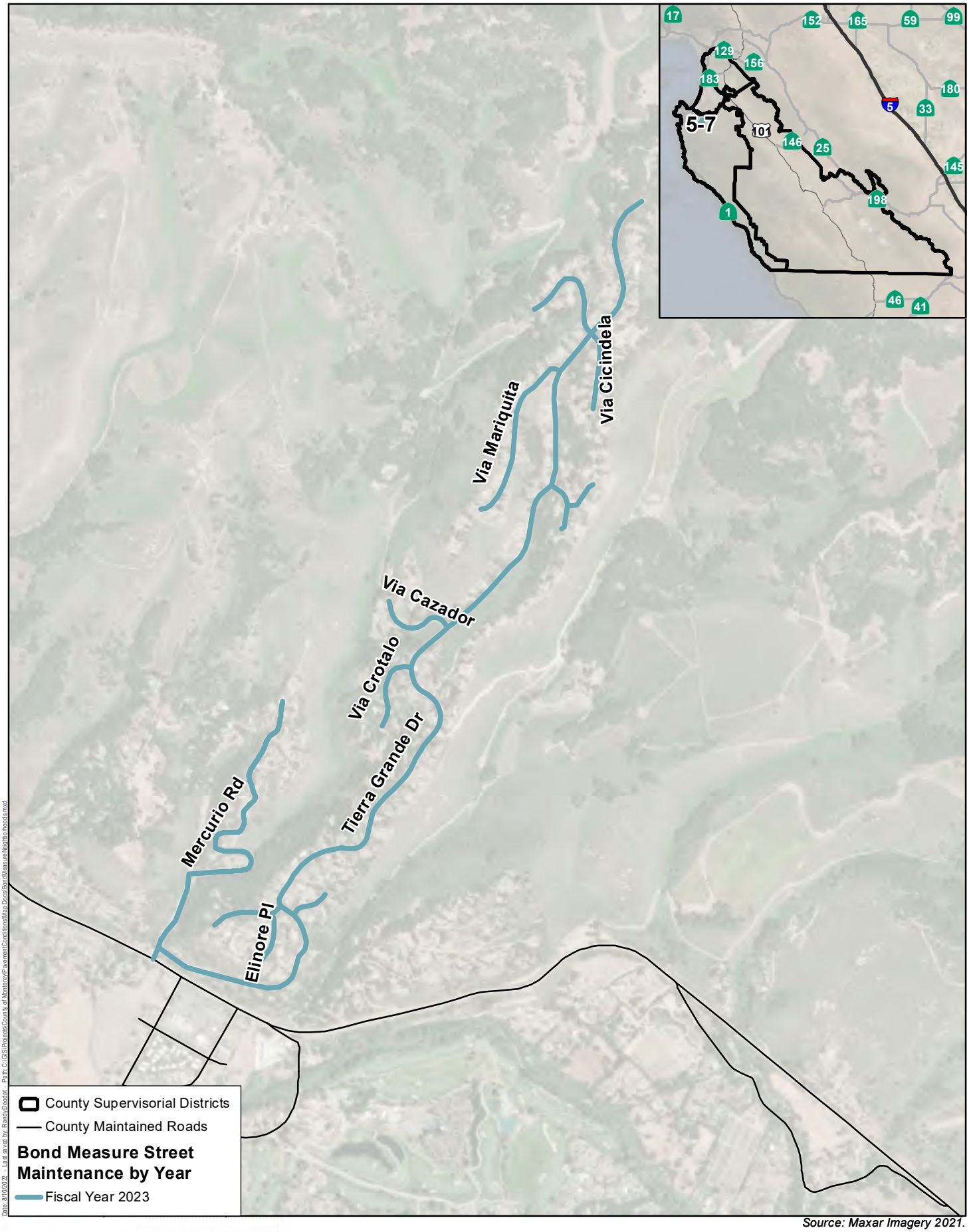
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Feet

Figure 4

2023 - Neighborhood 3-1

Monterey County



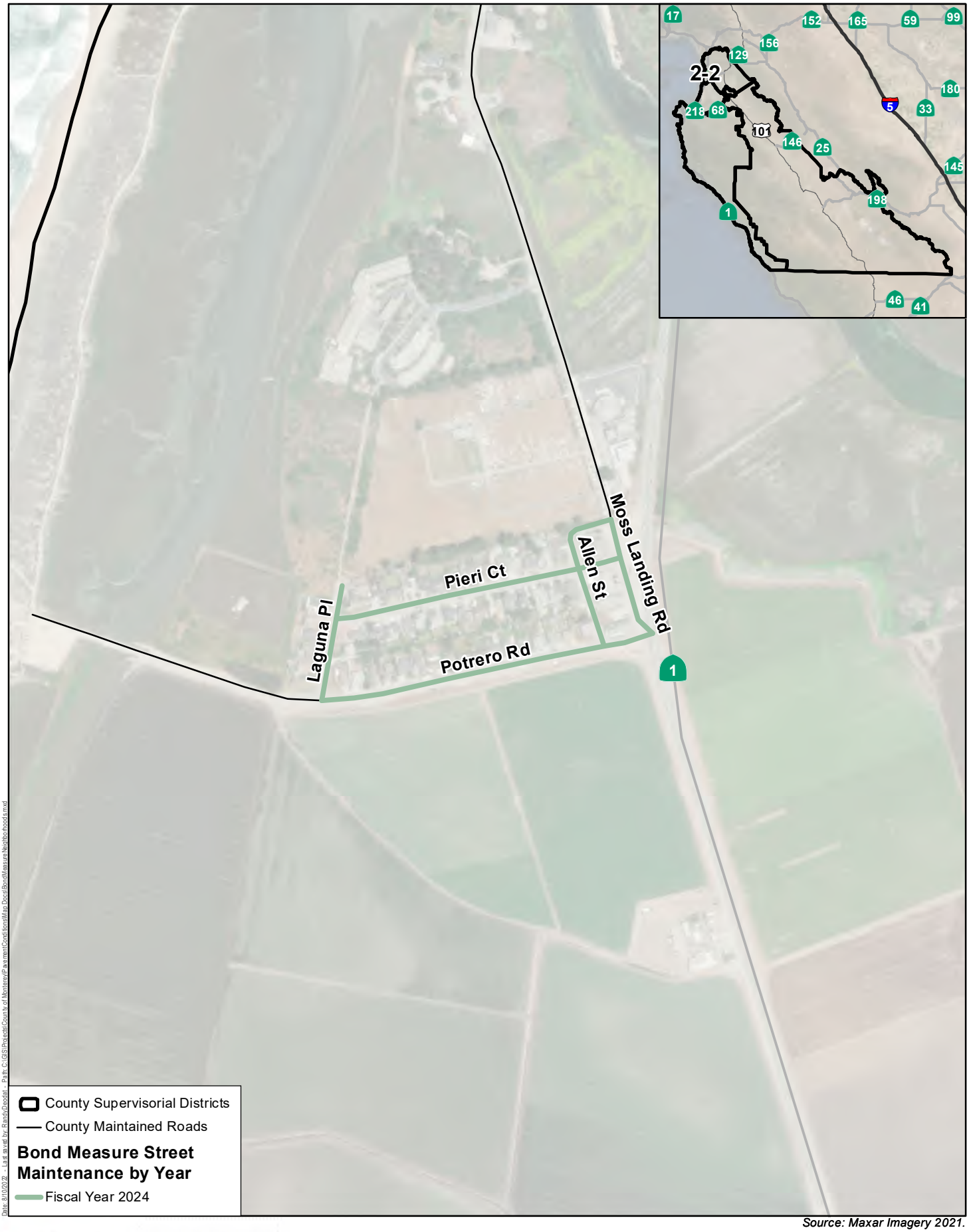
Source: Maxar Imagery 2021.

Harris & Associates

Figure 5

2023 - Neighborhood 5-7

Monterey County



Source: Maxar Imagery 2021.

Harris & Associates

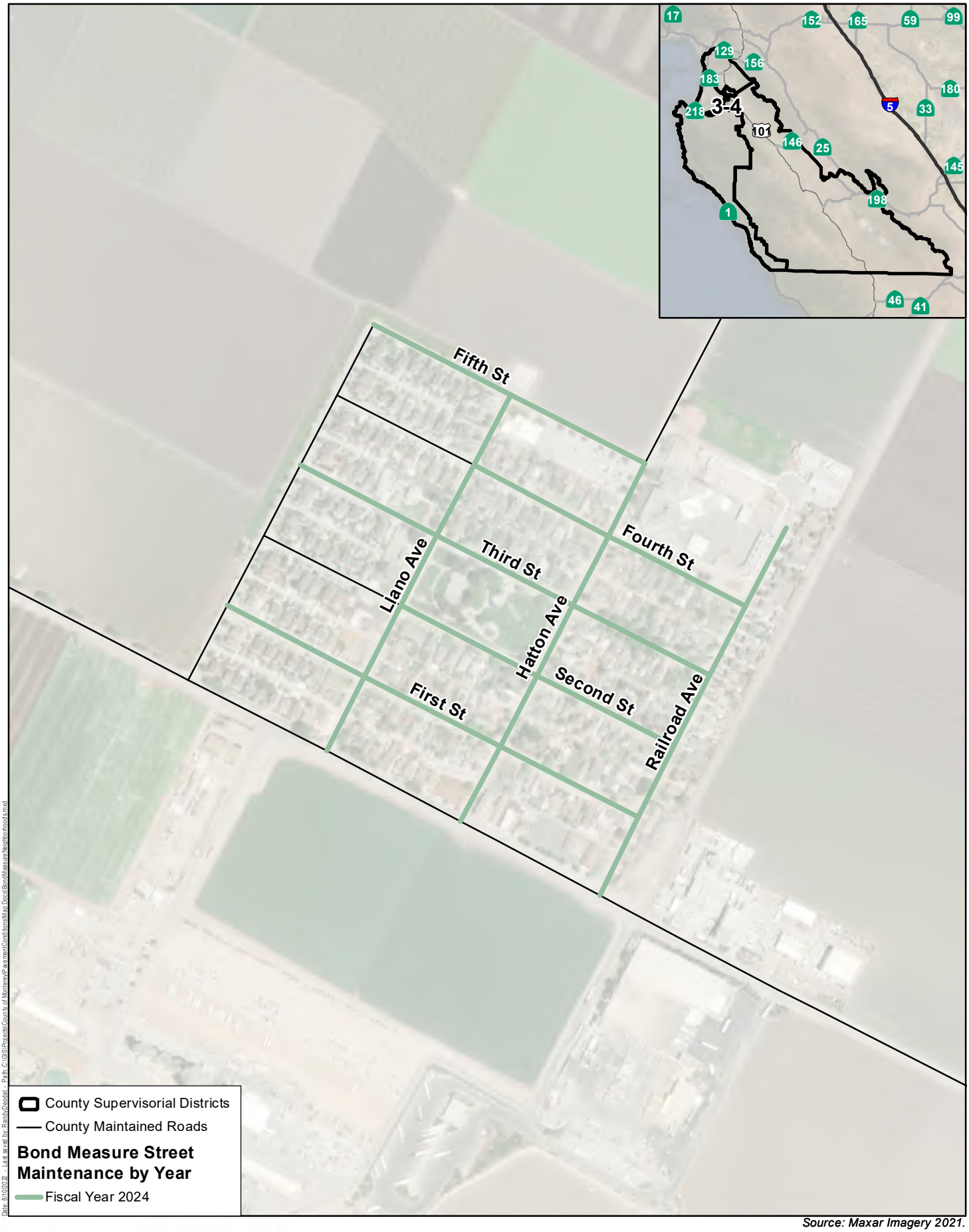
N

0 600 1,200

Feet

Figure 6

2024 - Neighborhood 2-2



Source: Maxar Imagery 2021.

Harris & Associates

N

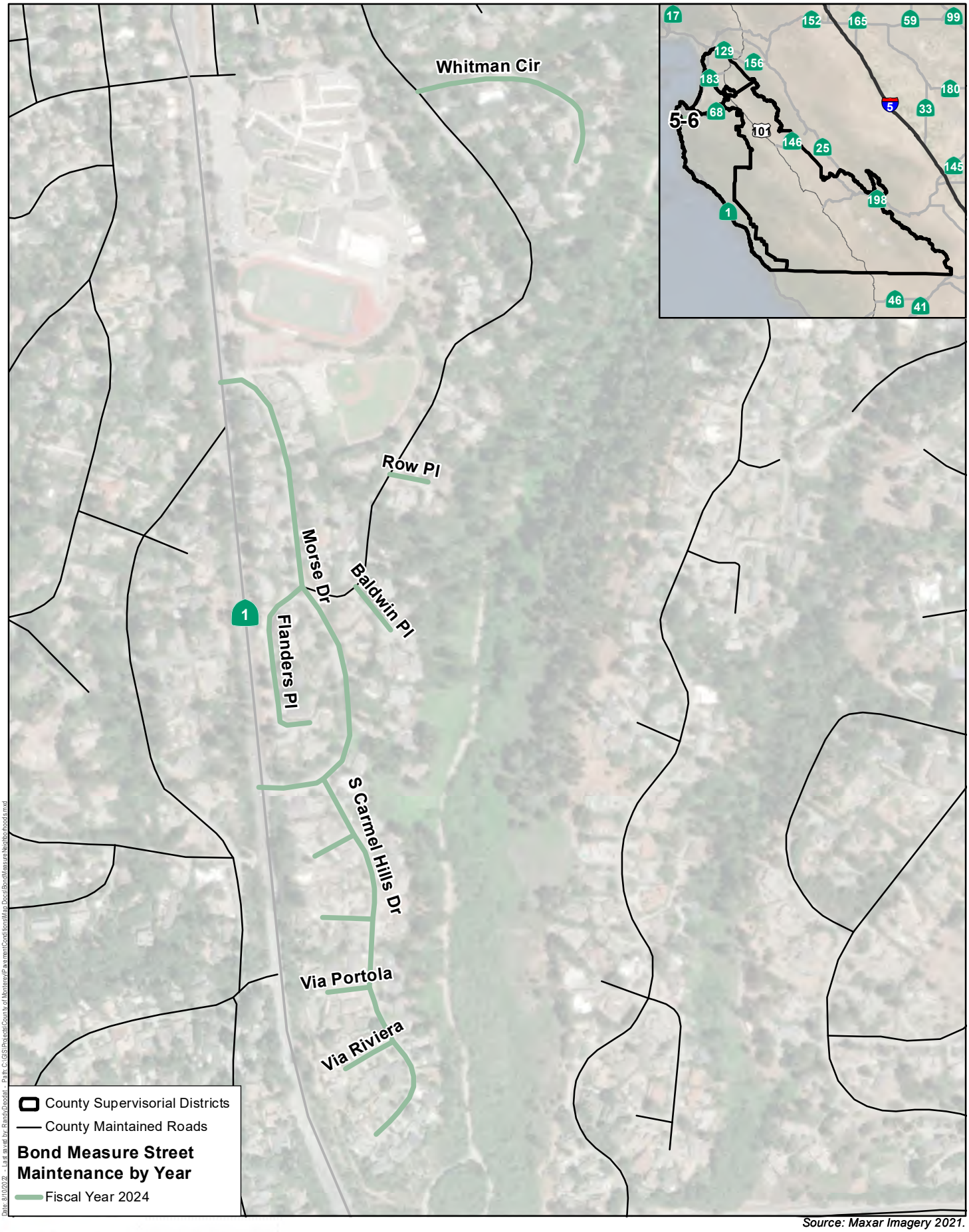
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Feet

Figure 7

2024 - Neighborhood 3-4

Monterey County

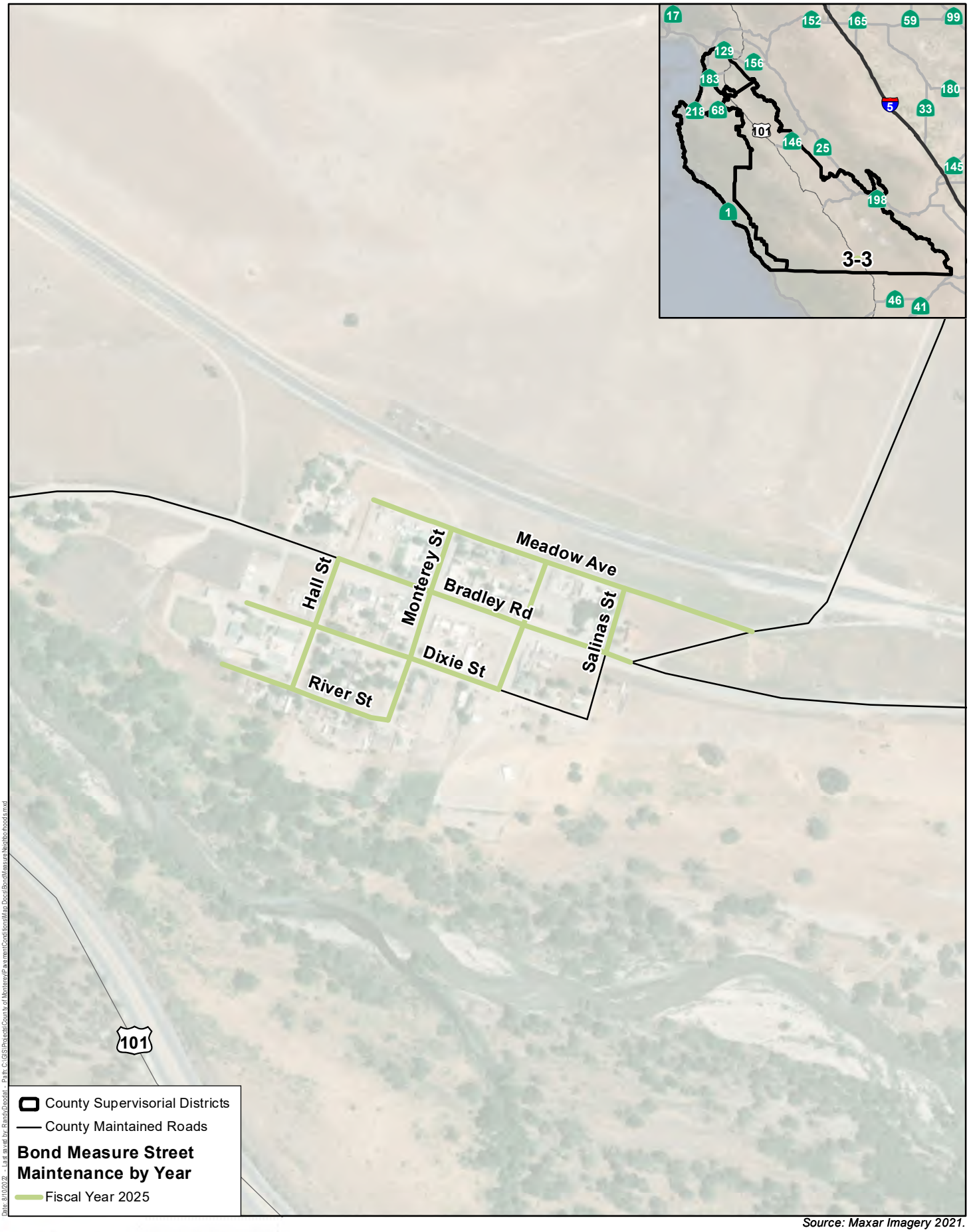


Source: Maxar Imagery 2021.

Harris & Associates

Figure 8

2024 - Neighborhood 5-6



Source: Maxar Imagery 2021.

Harris & Associates

N

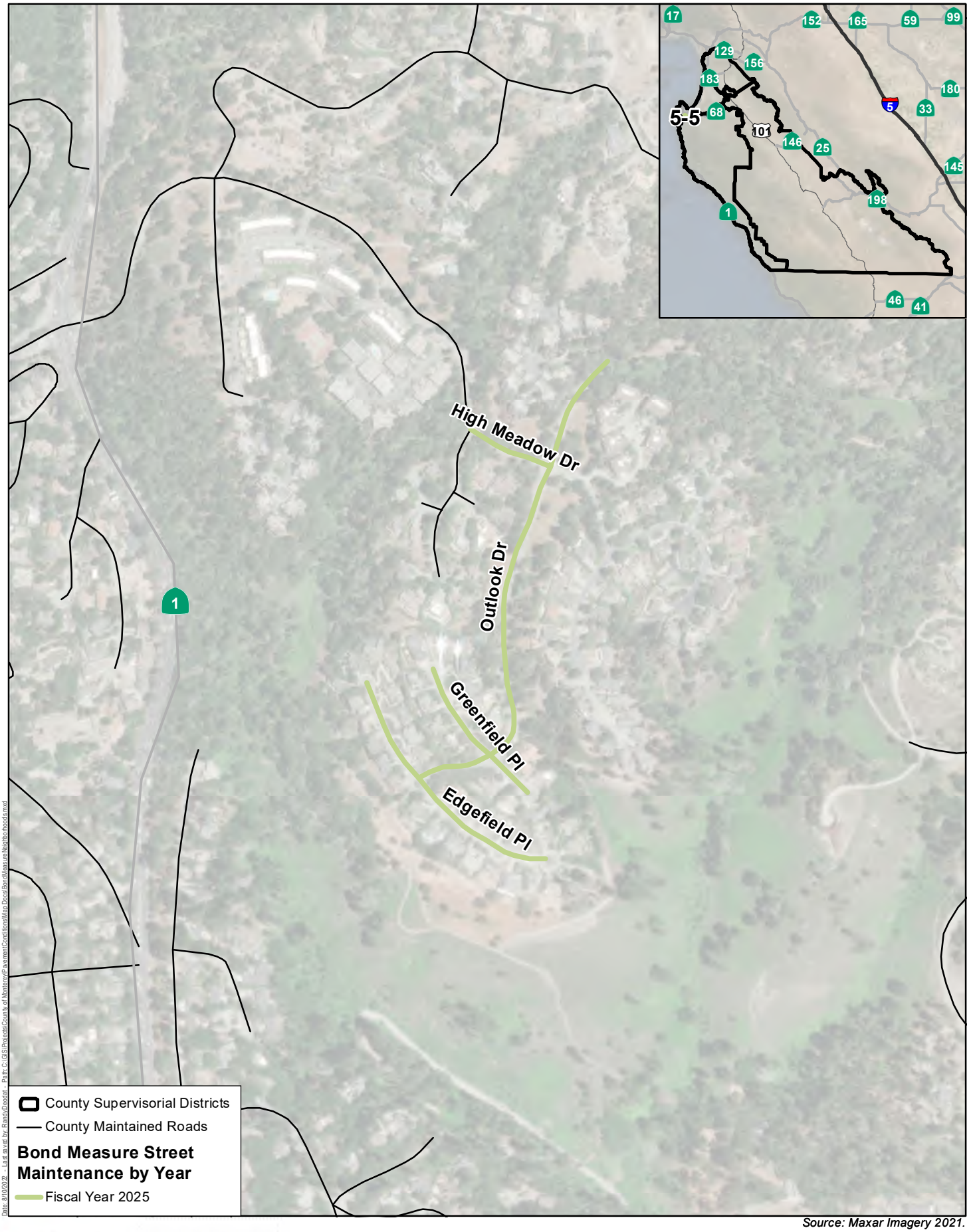
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Feet

Figure 9

2025 - Neighborhood 3-3

Monterey County



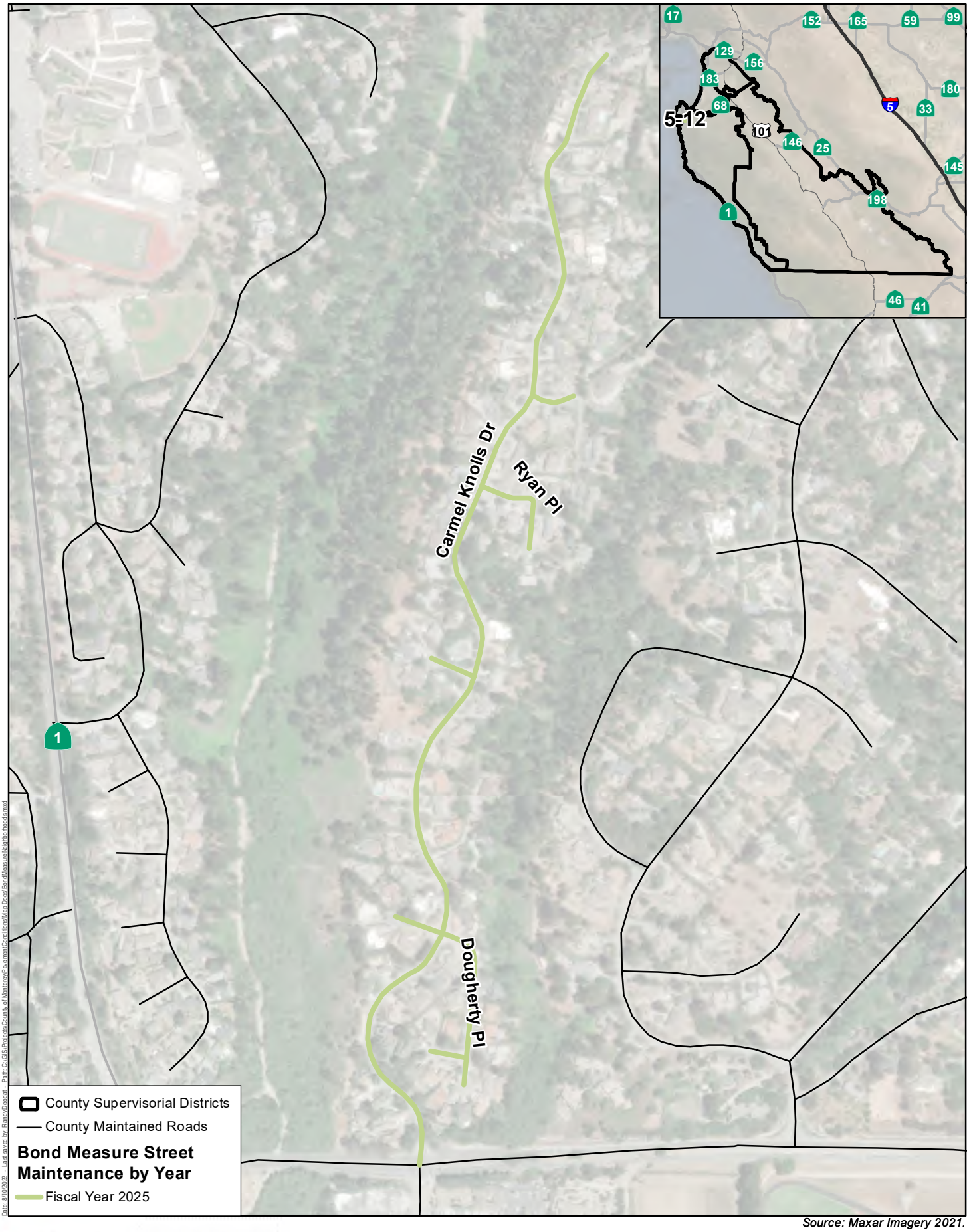
Source: Maxar Imagery 2021.

Harris & Associates

Figure 10

2025 - Neighborhood 5-5

Monterey County

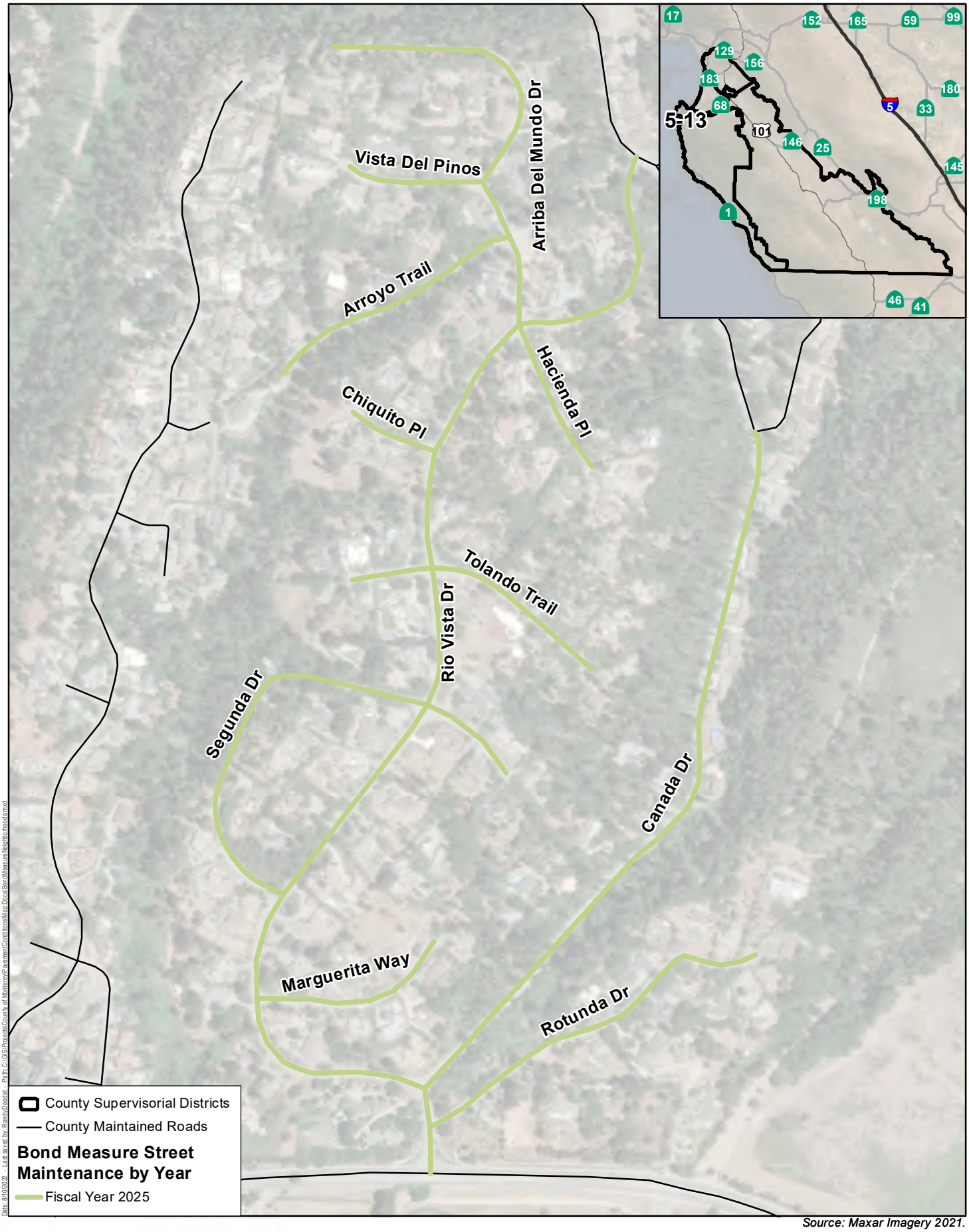


Source: Maxar Imagery 2021.

Harris & Associates

Figure 11

2025 - Neighborhood 5-12



Source: Maxar Imagery 2021.

Harris & Associates

N

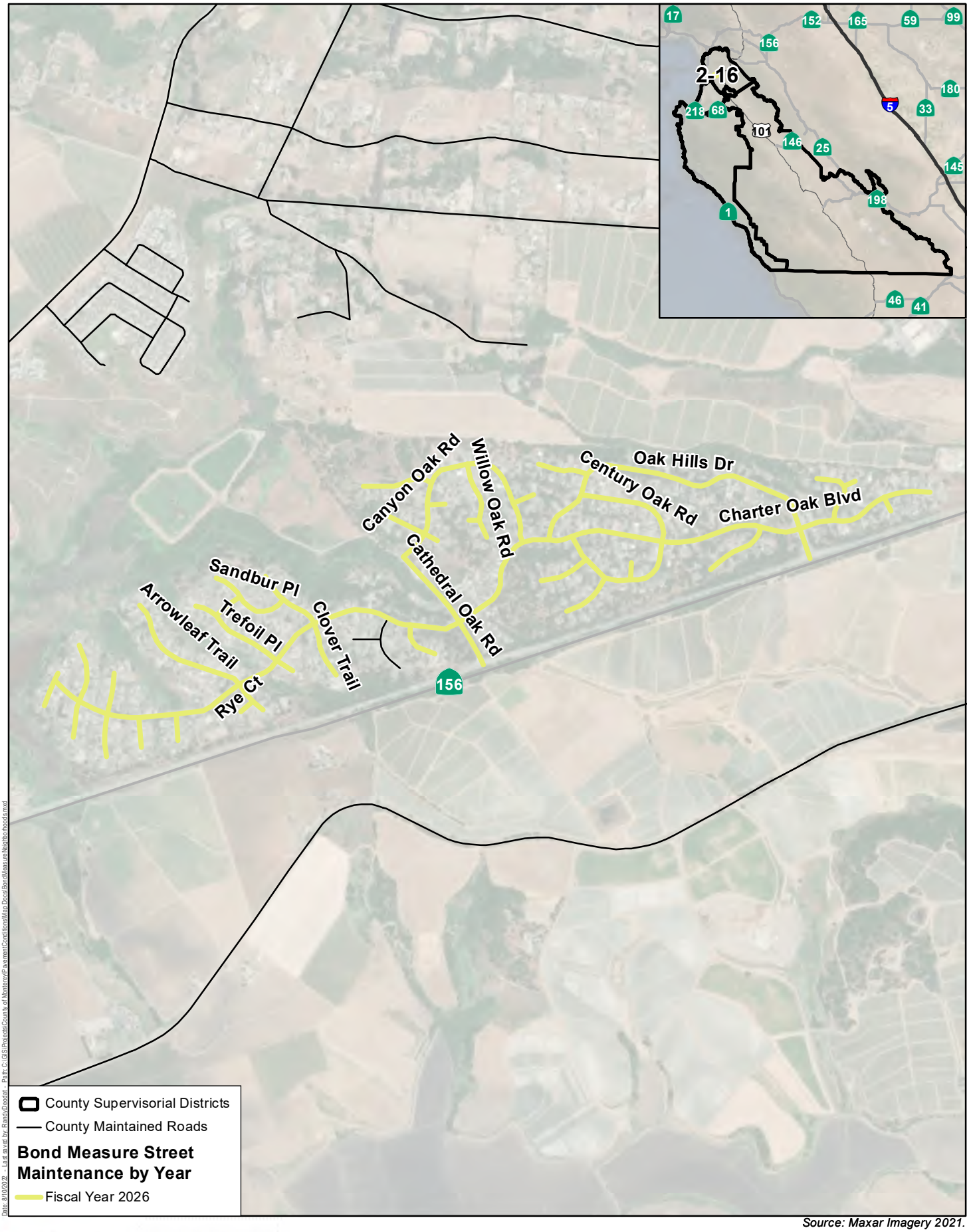
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Feet

Figure 12

2025 - Neighborhood 5-13

Monterey County

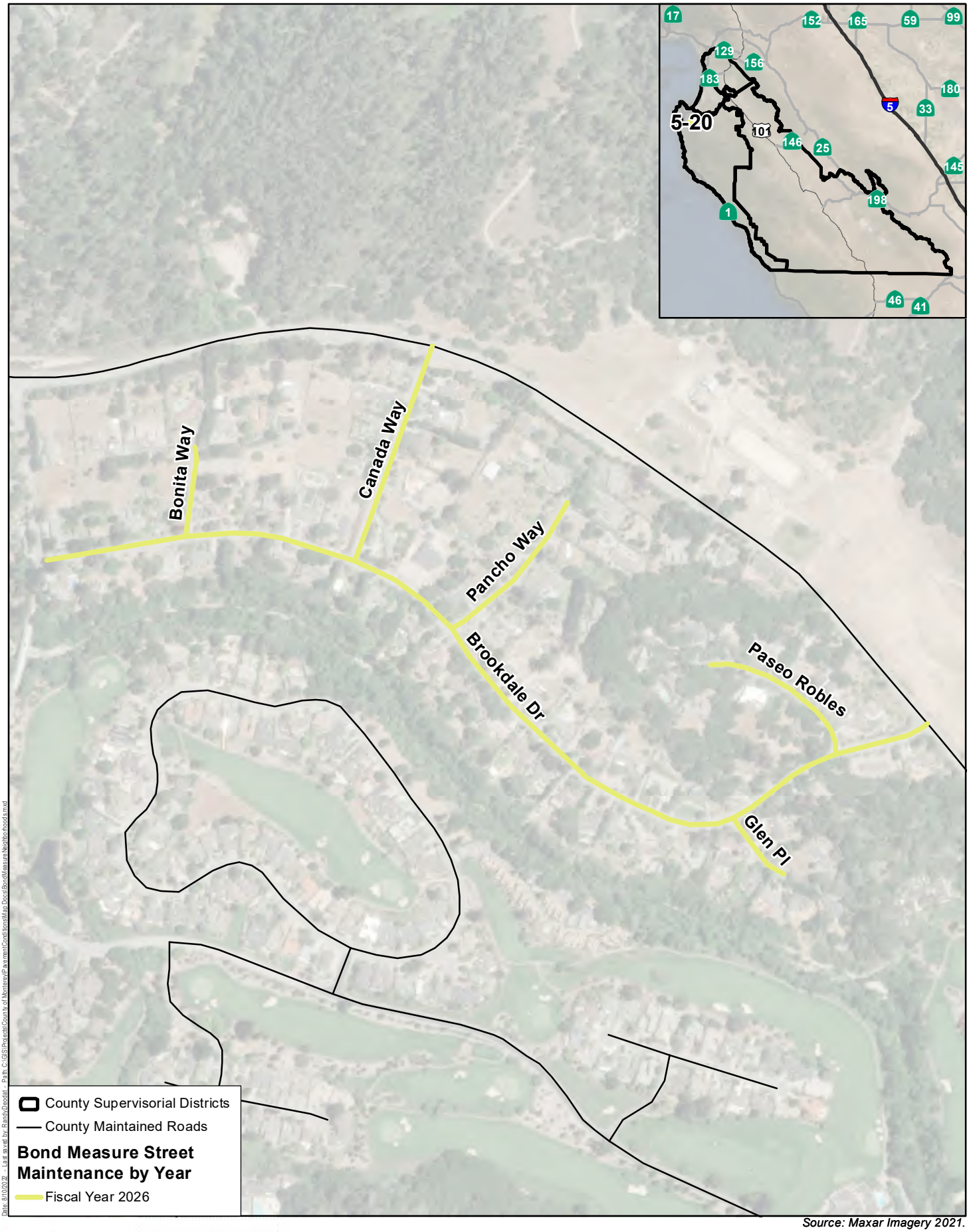


Source: Maxar Imagery 2021.

Harris & Associates

Figure 13

2026 - Neighborhood 2-16



Source: Maxar Imagery 2021.

Harris & Associates

N

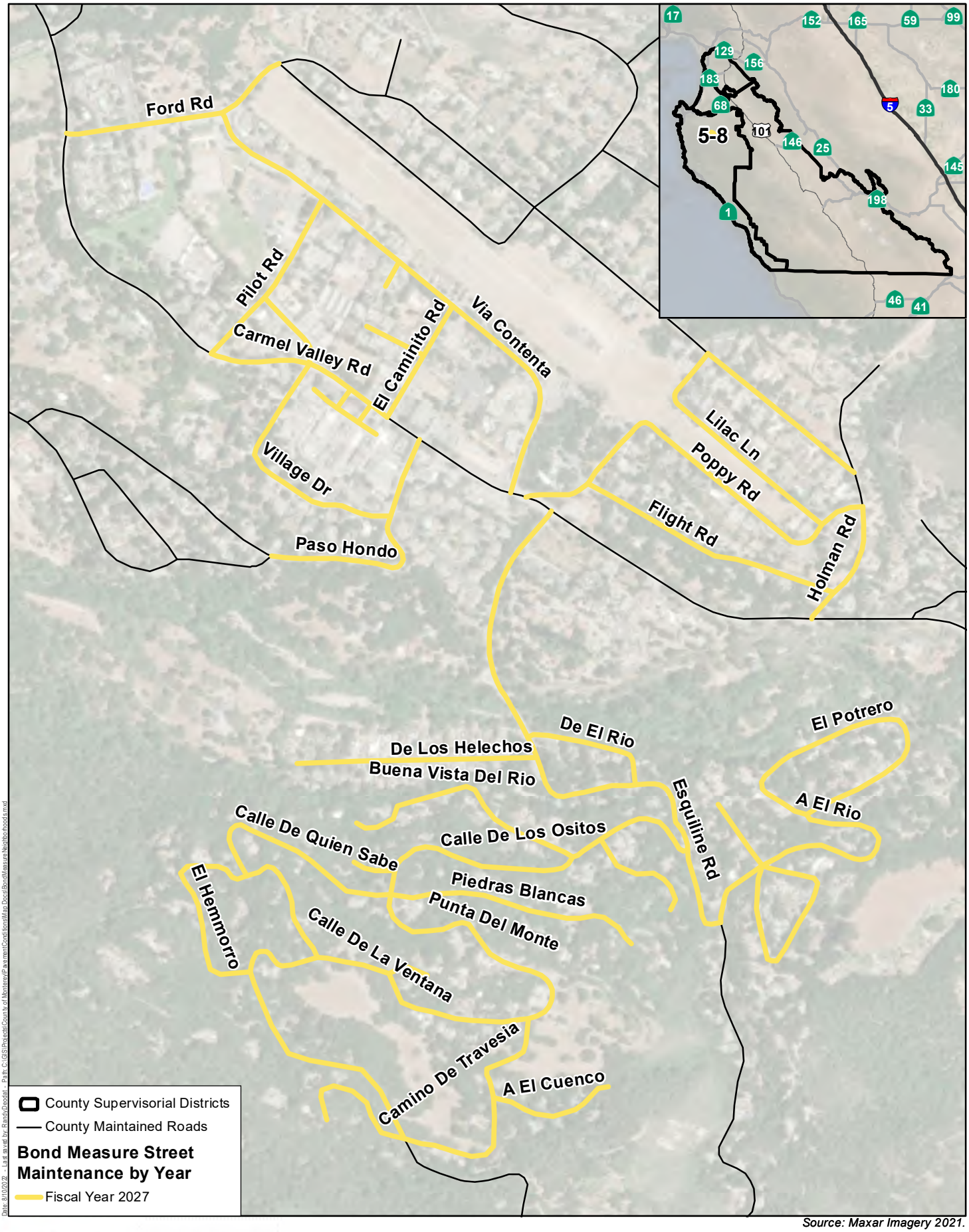
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Feet

Figure 14

2026 - Neighborhood 5-20

Monterey County



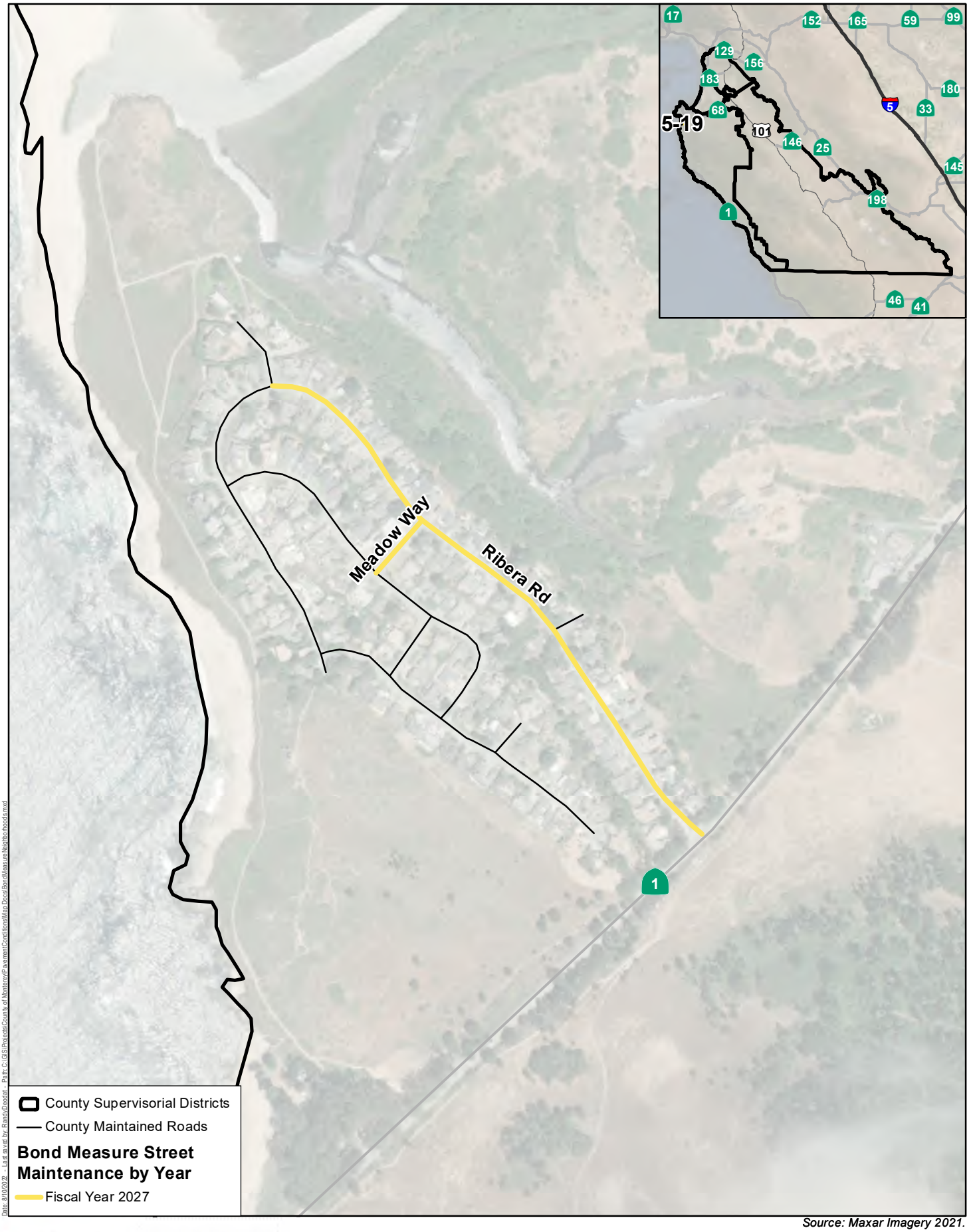
Source: Maxar Imagery 2021.

Harris & Associates

Figure 15

2027 - Neighborhood 5-8

Monterey County



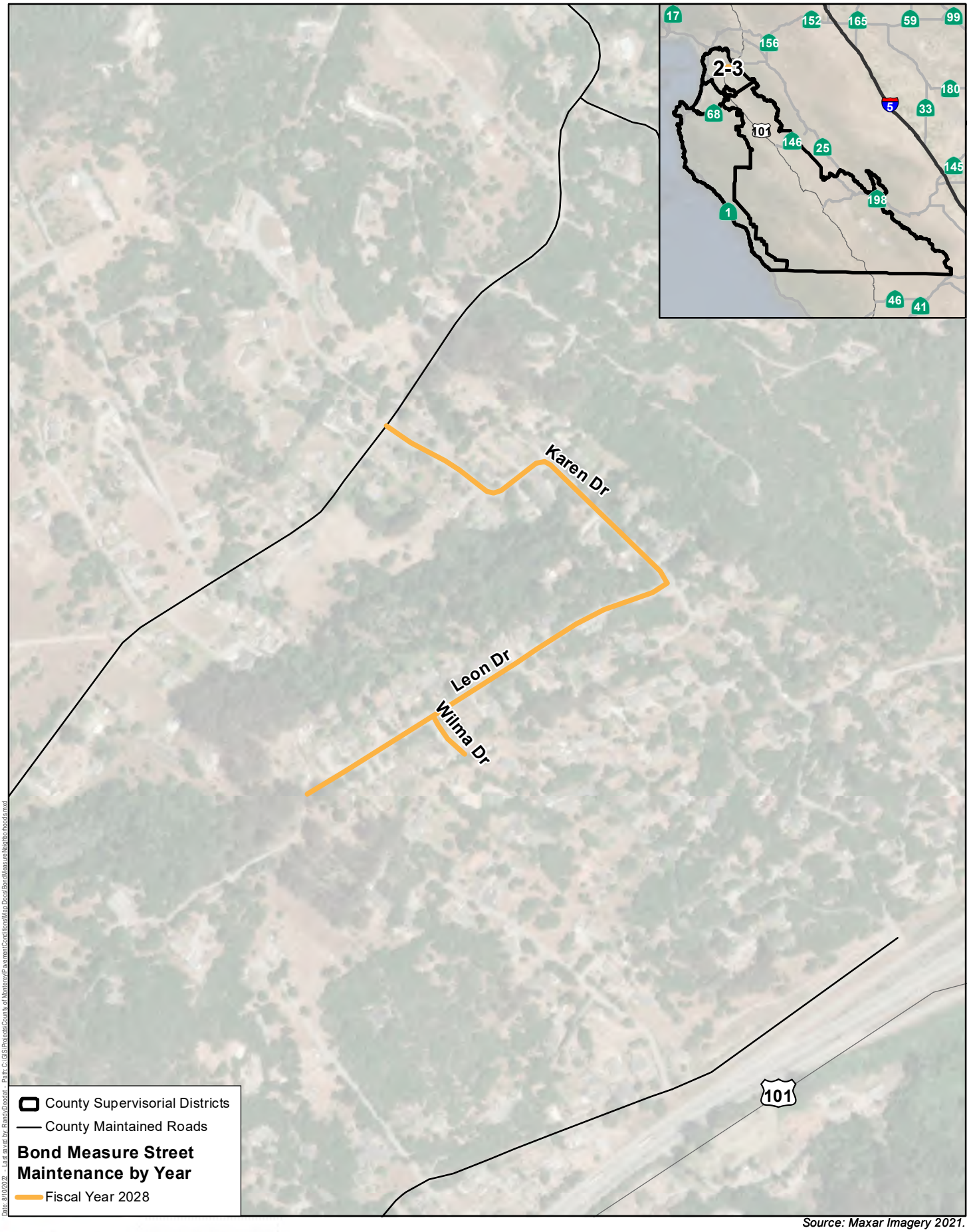
Source: Maxar Imagery 2021.

Harris & Associates

Figure 16

2027 - Neighborhood 5-19

Monterey County



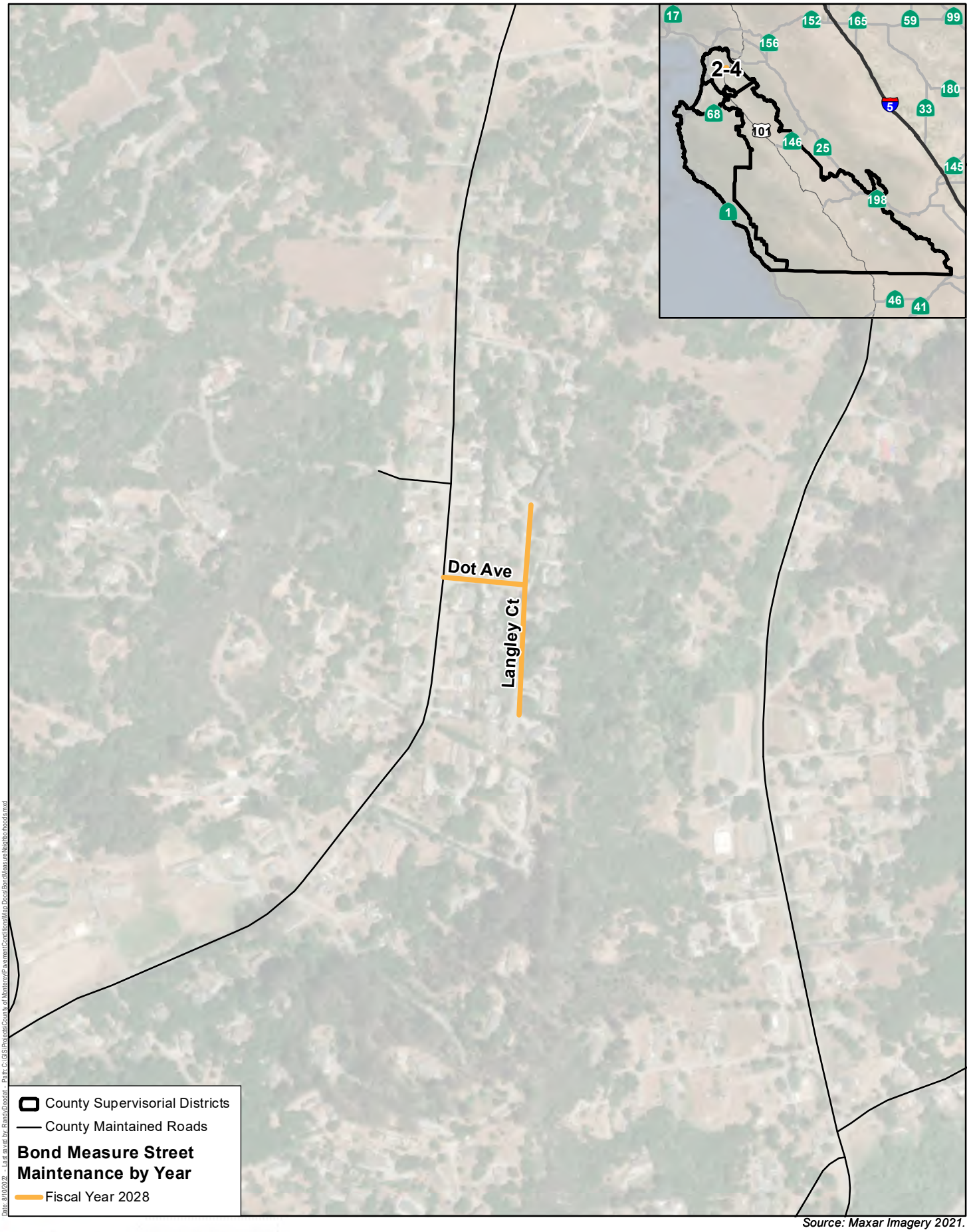
Source: Maxar Imagery 2021.

Harris & Associates

Figure 17

2028 - Neighborhood 2-3

Monterey County



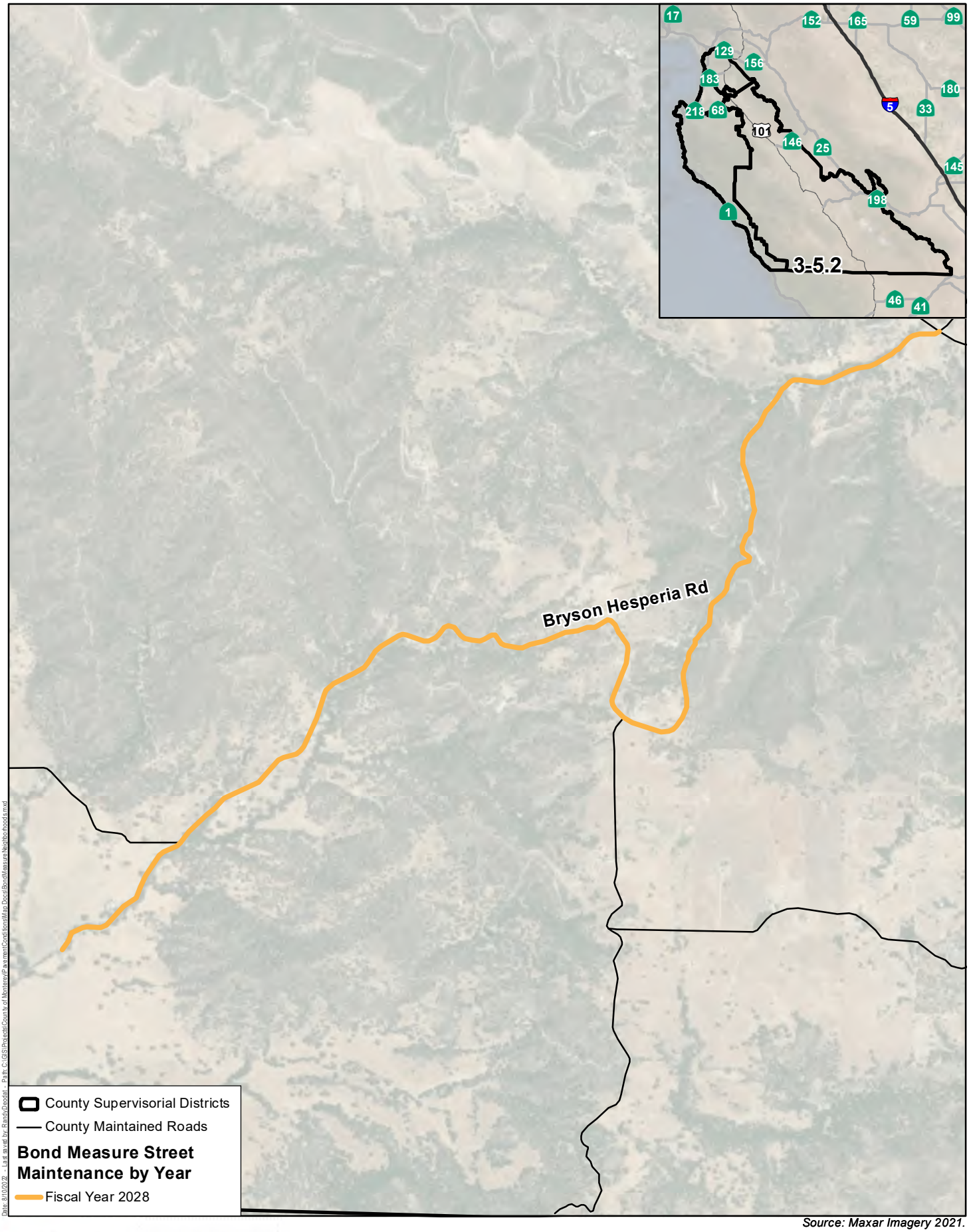
Source: Maxar Imagery 2021.

Harris & Associates

Figure 18

2028 - Neighborhood 2-4

Monterey County

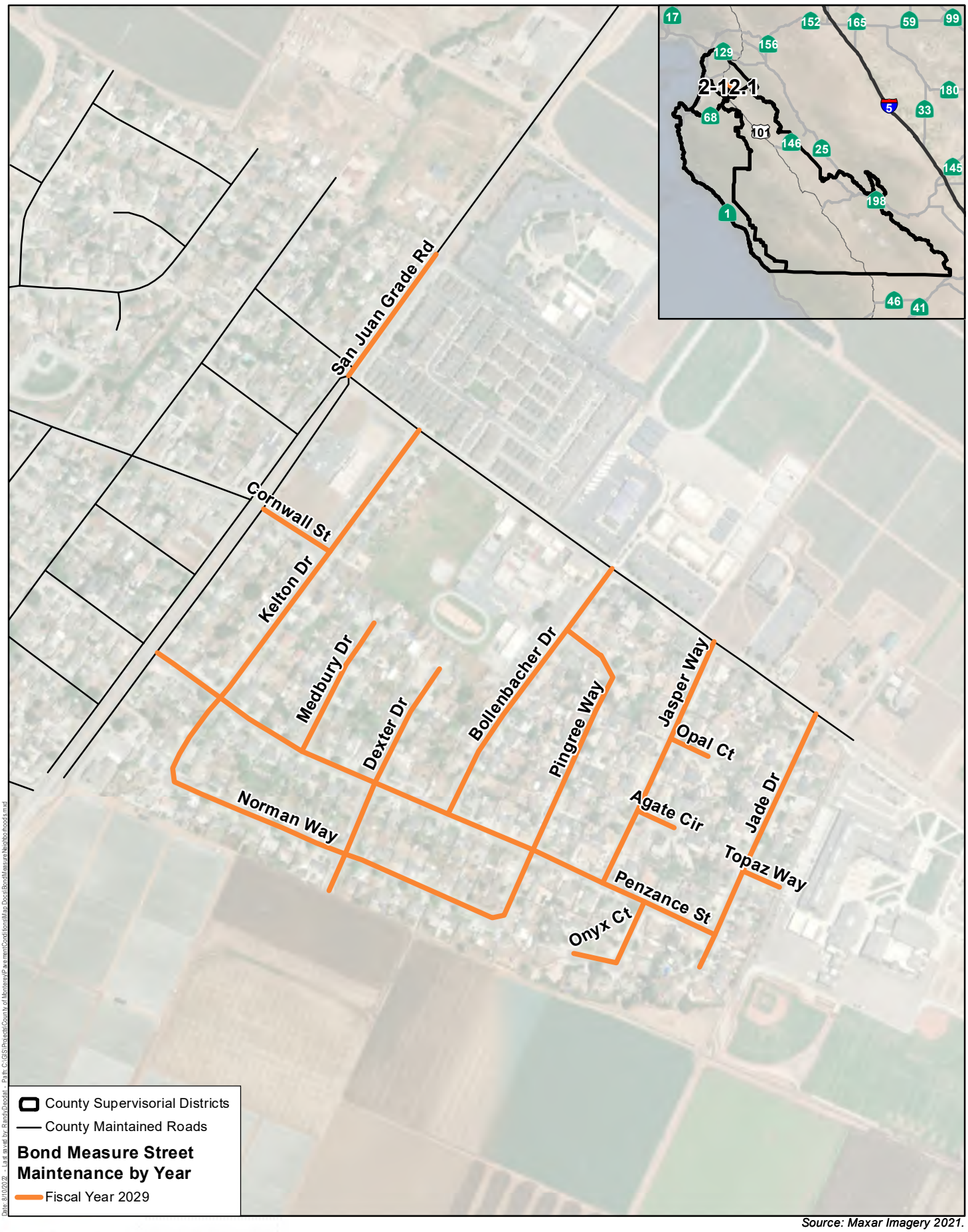


Source: Maxar Imagery 2021.

Harris & Associates

Figure 19

2028 - Neighborhood 3-5.2

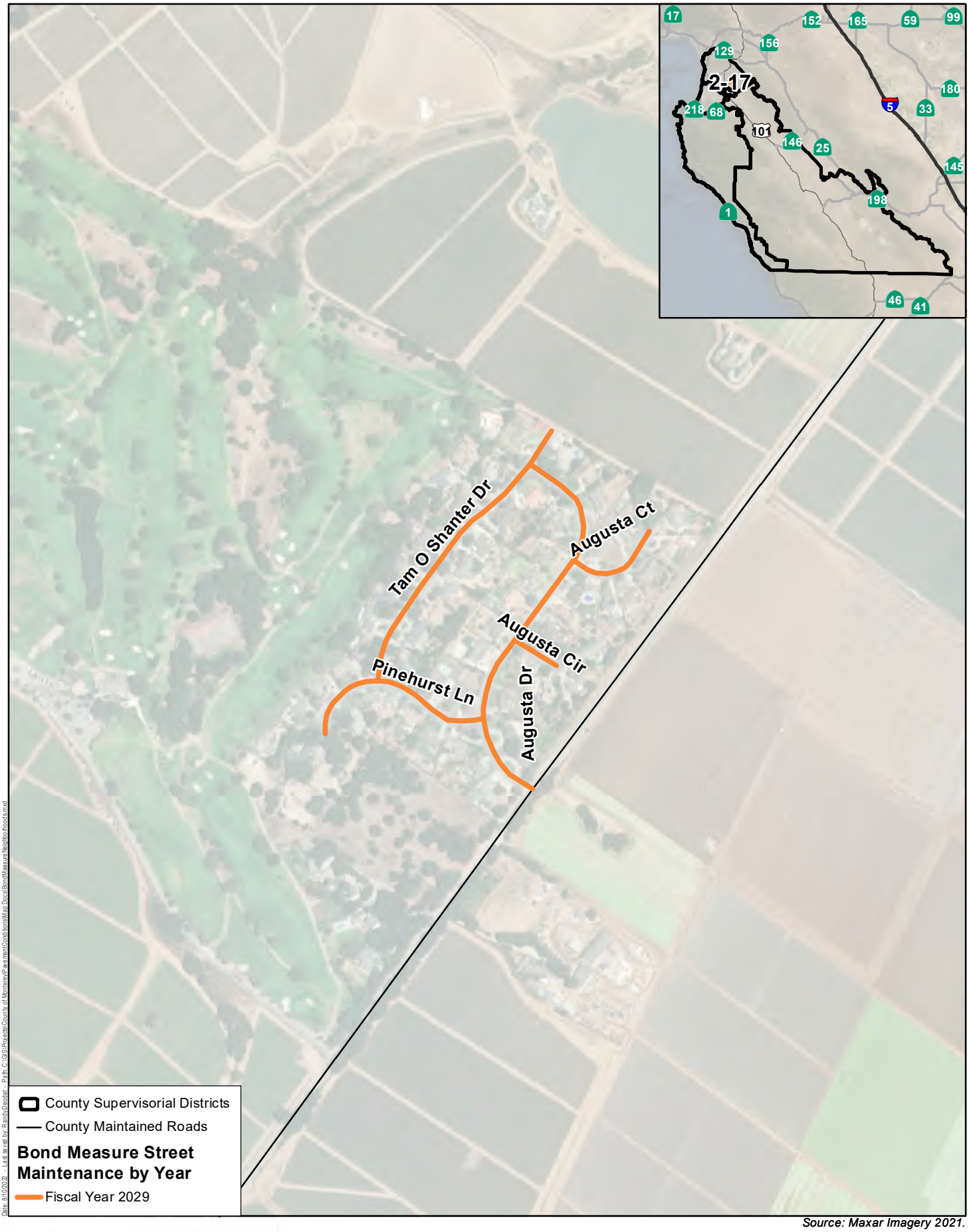


Source: Maxar Imagery 2021.

Harris & Associates

Figure 20

2029 - Neighborhood 2-12.1

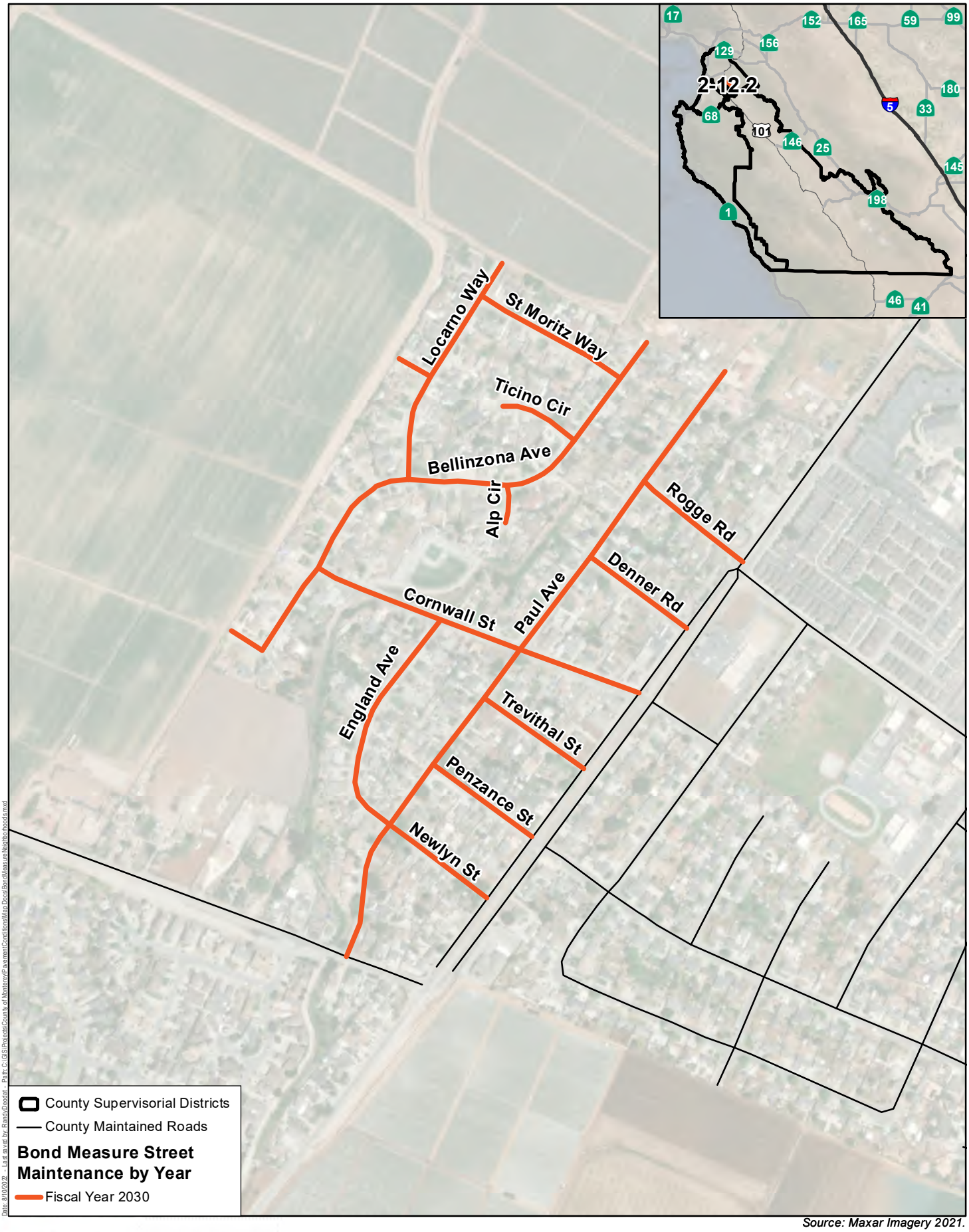


Source: Maxar Imagery 2021.

Harris & Associates

Figure 21

2029 - Neighborhood 2-17



Source: Maxar Imagery 2021.

Harris & Associates

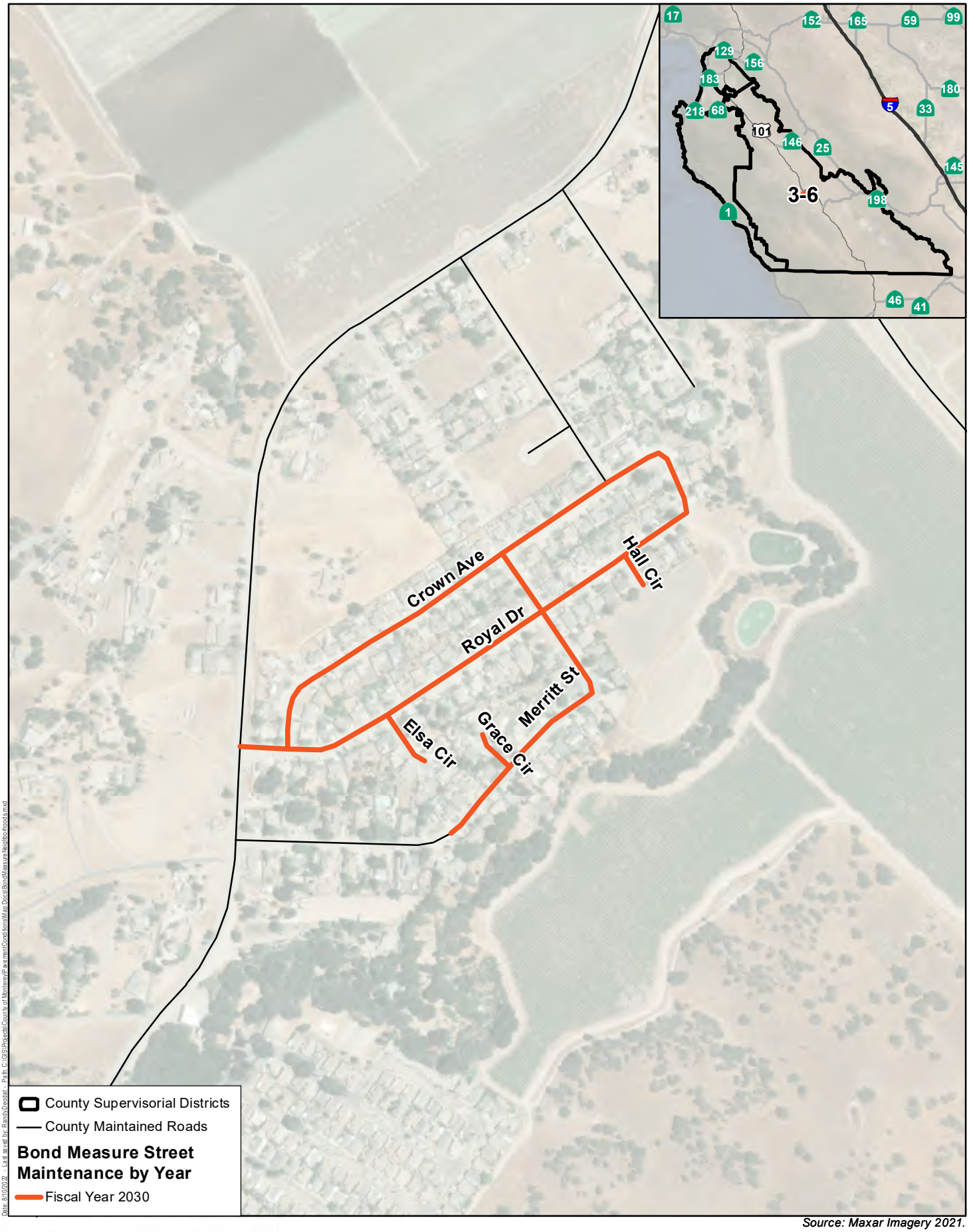
N

0 600 1,200

Feet

Figure 22

2030 - Neighborhood 2-12.2



Source: Maxar Imagery 2021.

Harris & Associates

N

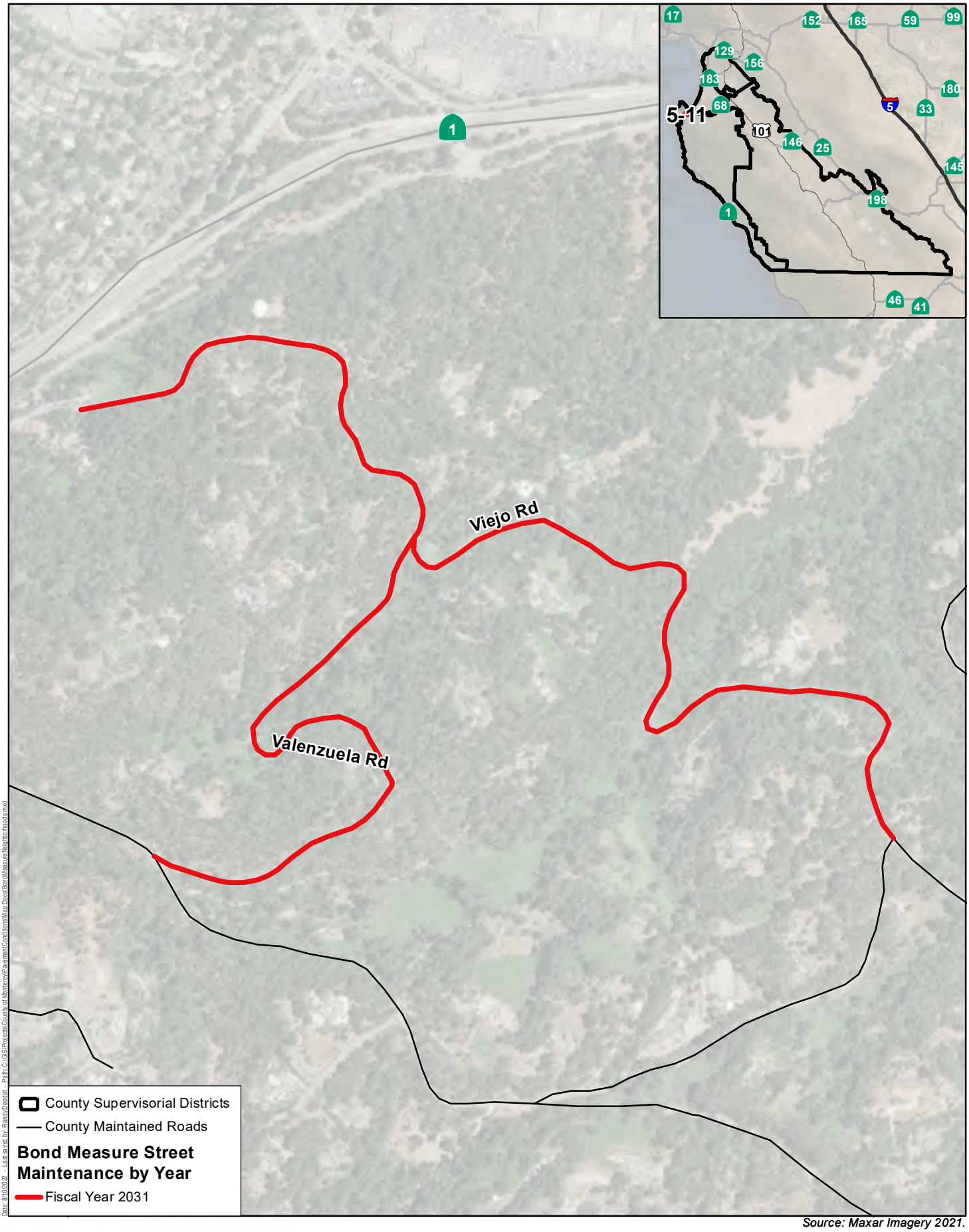
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Feet

Figure 23

2030 - Neighborhood 3-6

Monterey County



Source: Maxar Imagery 2021.

Harris & Associates

N

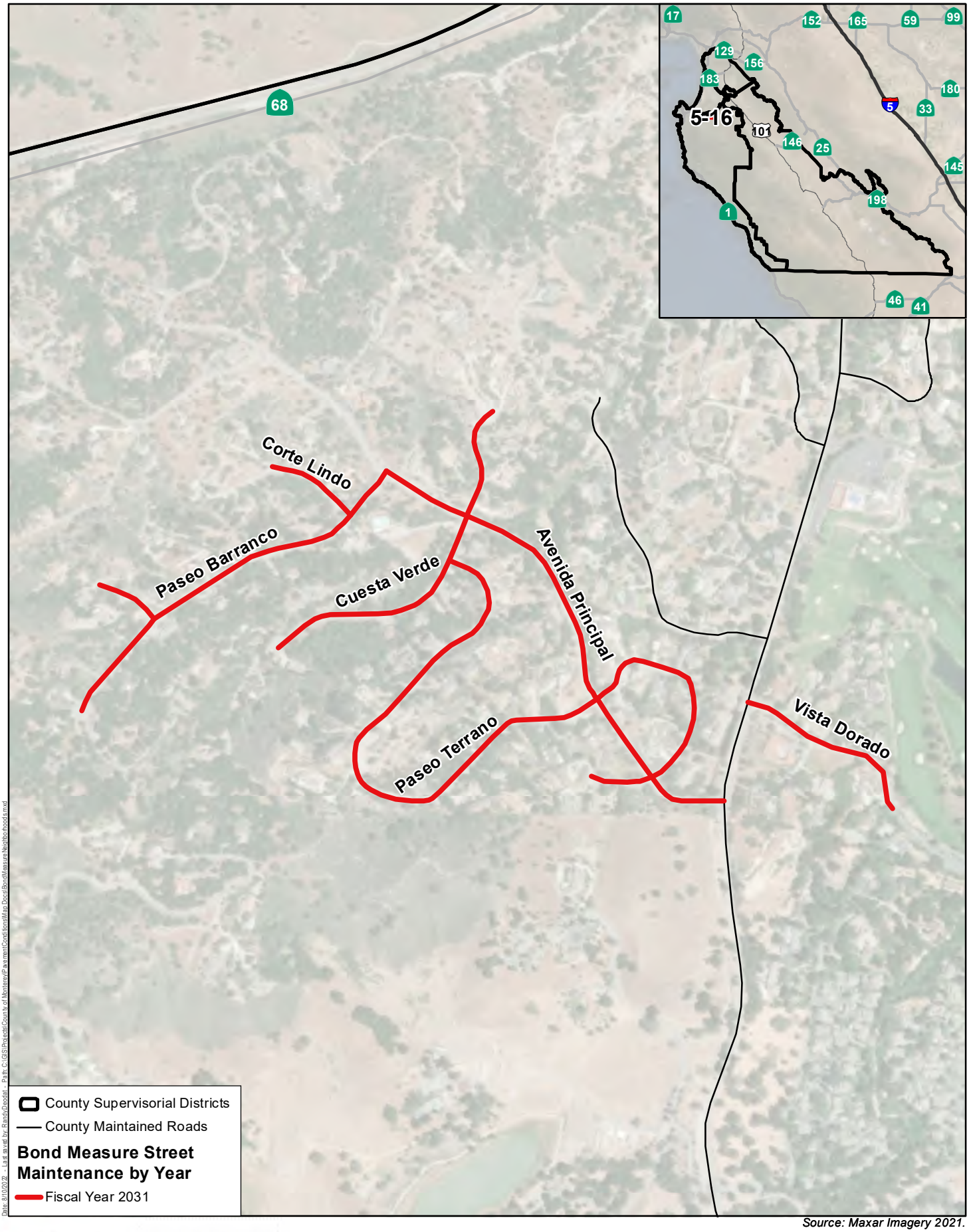
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Feet

Figure 24

2031 - Neighborhood 5-11

Monterey County



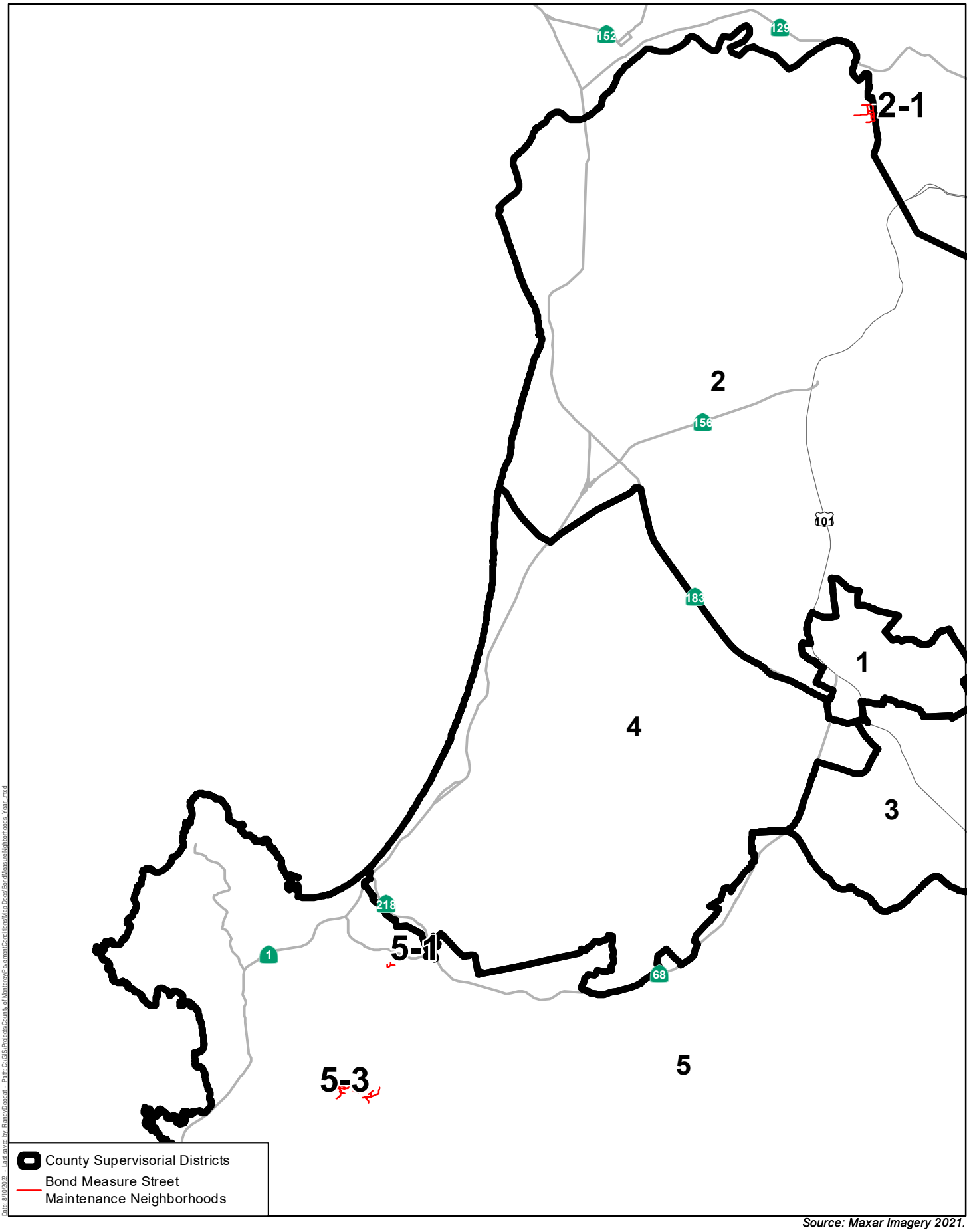
Source: Maxar Imagery 2021.

Harris & Associates

Figure 25

2031 - Neighborhood 5-16

Monterey County



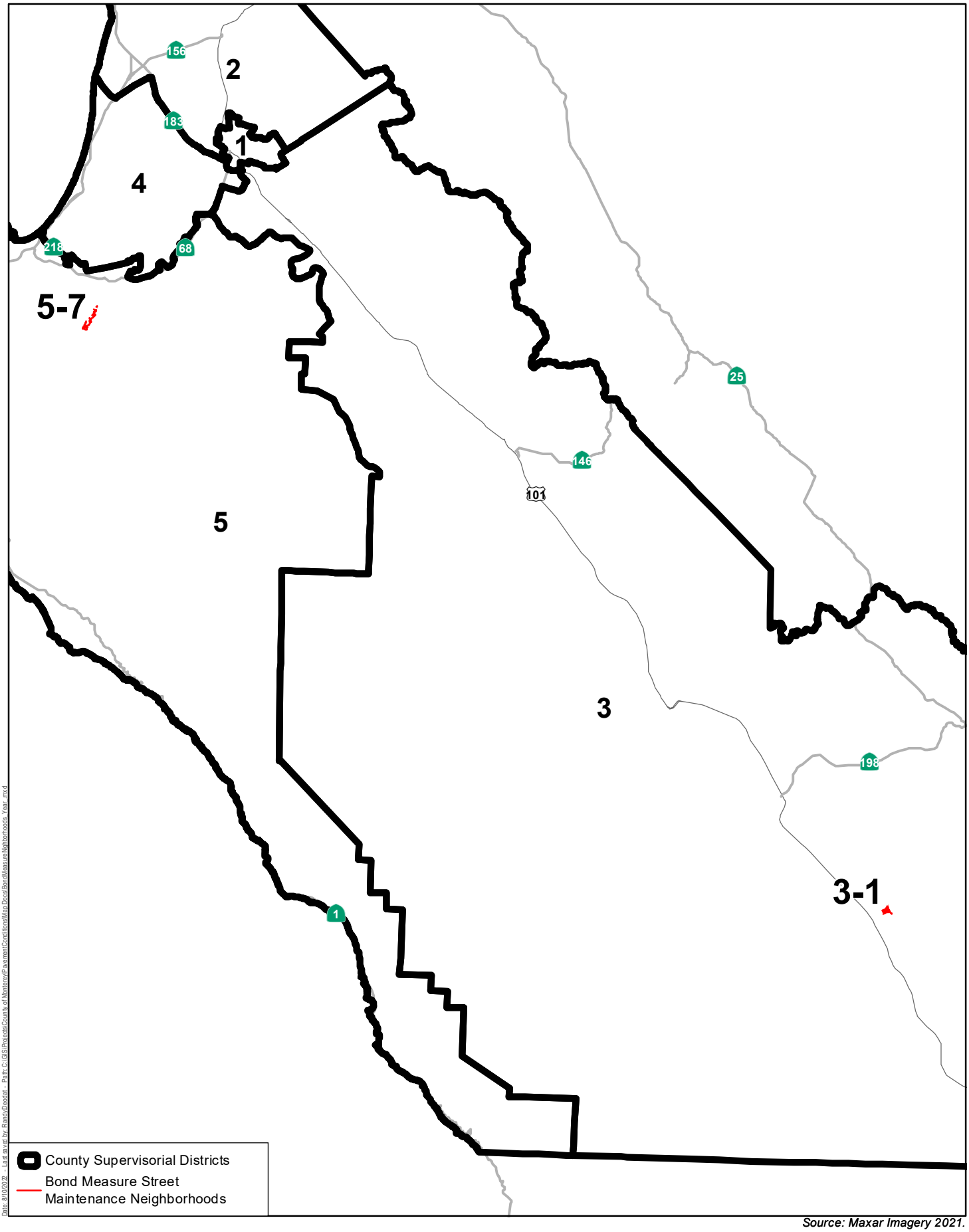
Source: Maxar Imagery 2021.

Harris & Associates

Figure 1

Bond Measure Street Maintenance - 2022

Monterey County

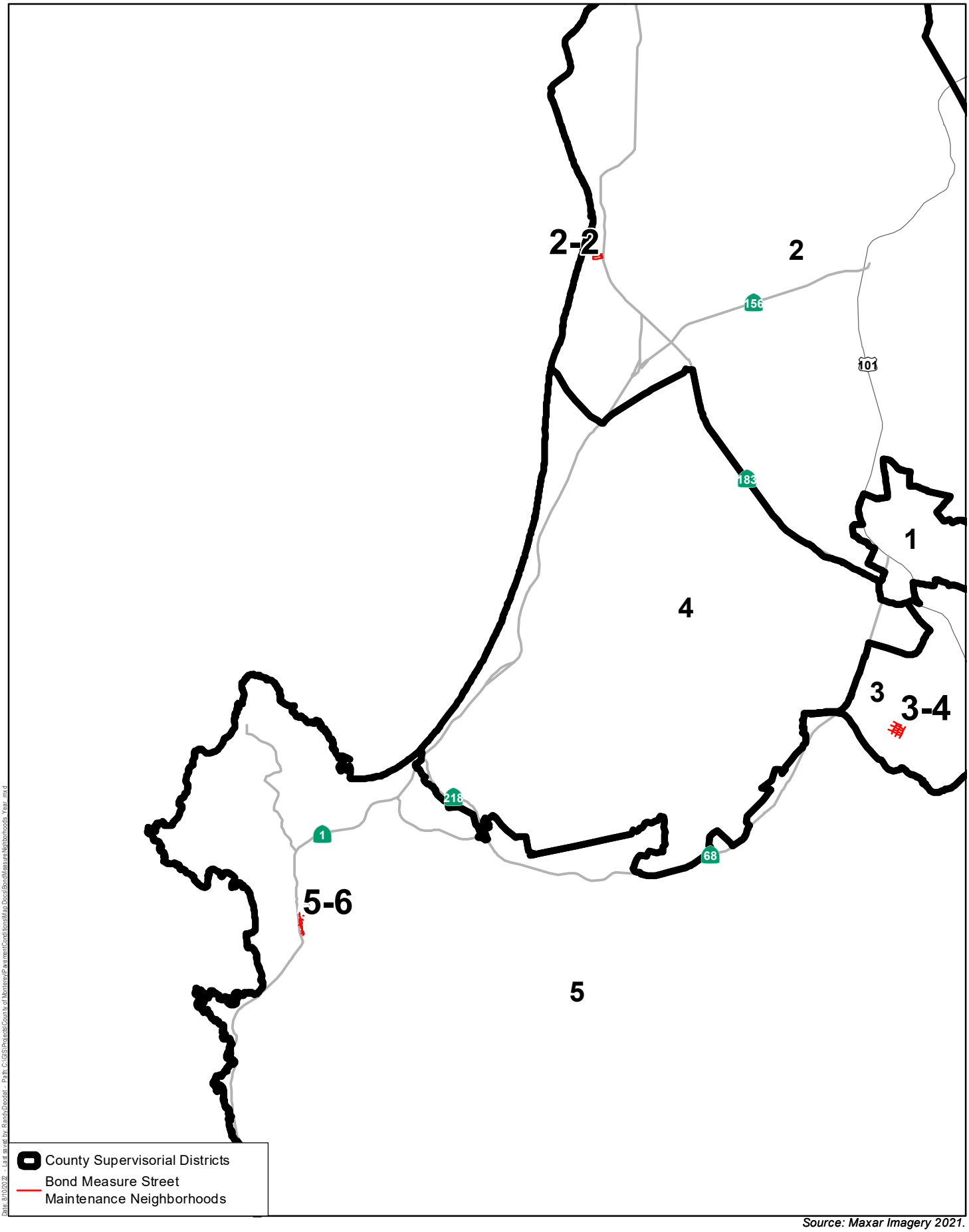


Source: Maxar Imagery 2021.

Harris & Associates

Figure 2

Bond Measure Street Maintenance - 2023



Source: Maxar Imagery 2021.

Harris & Associates

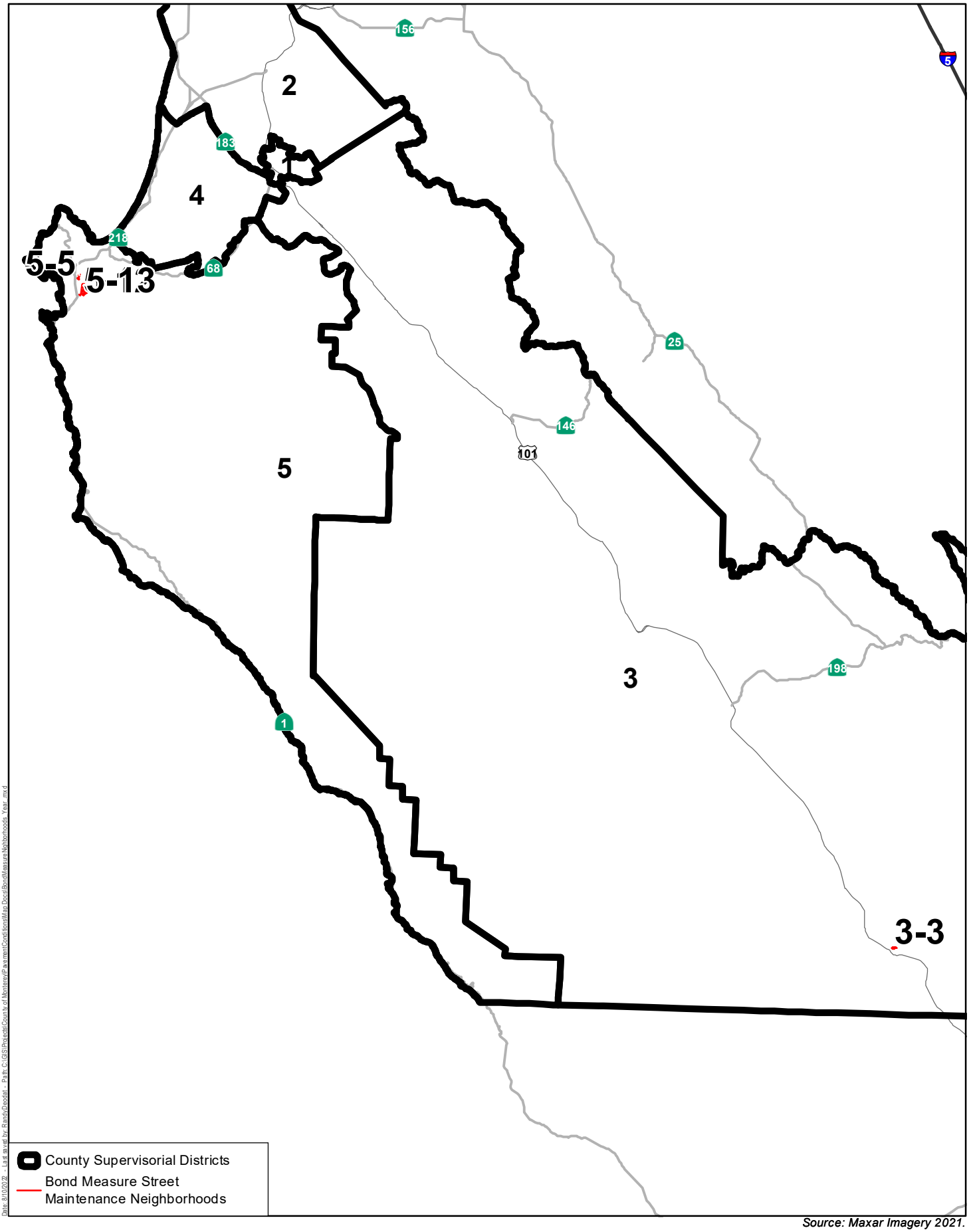
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0 2.5 5

Miles

Figure 3

Bond Measure Street Maintenance - 2024



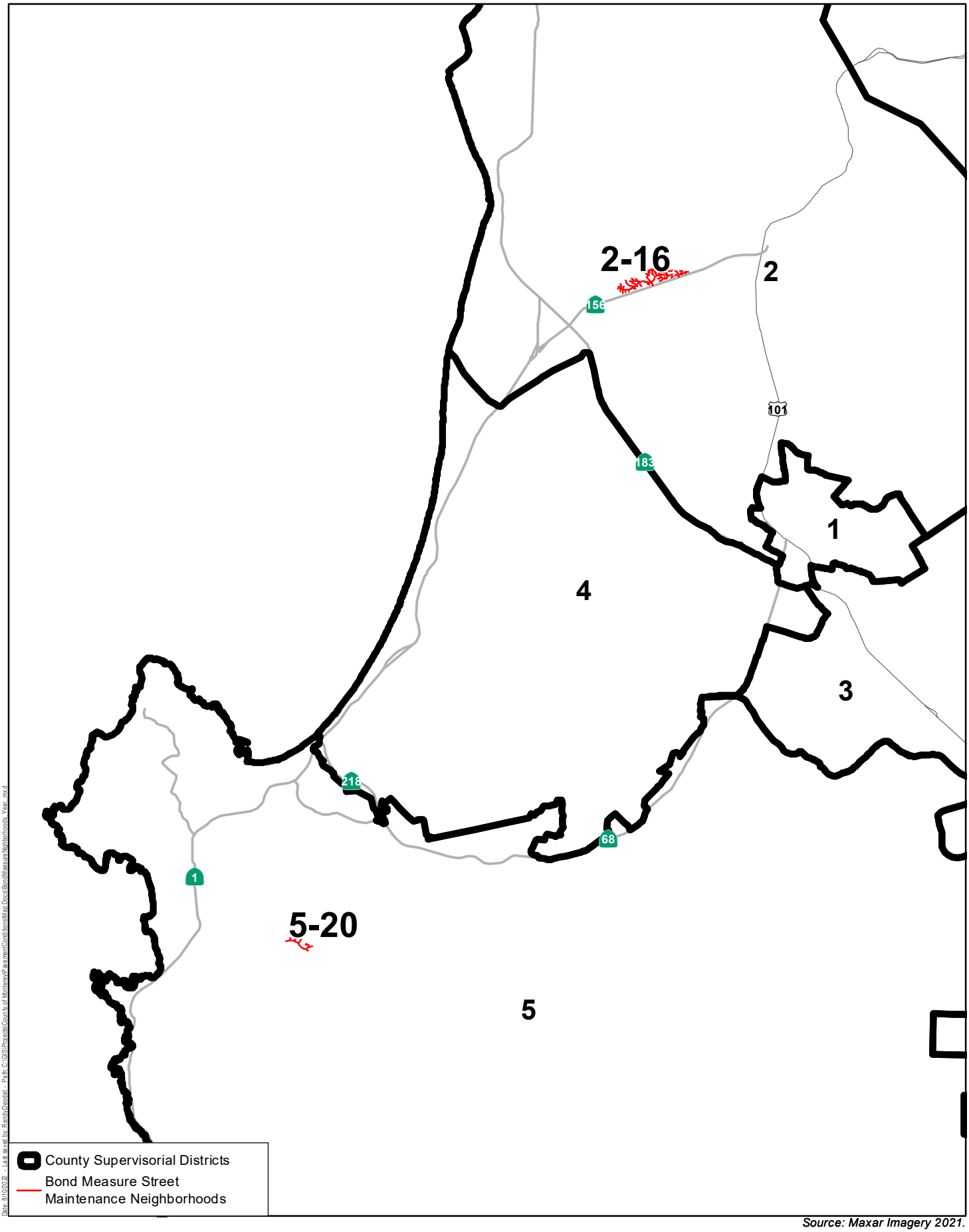
Source: Maxar Imagery 2021.

Harris & Associates

Figure 4

Bond Measure Street Maintenance - 2025

Monterey County



Source: Maxar Imagery 2021.

Harris & Associates

N

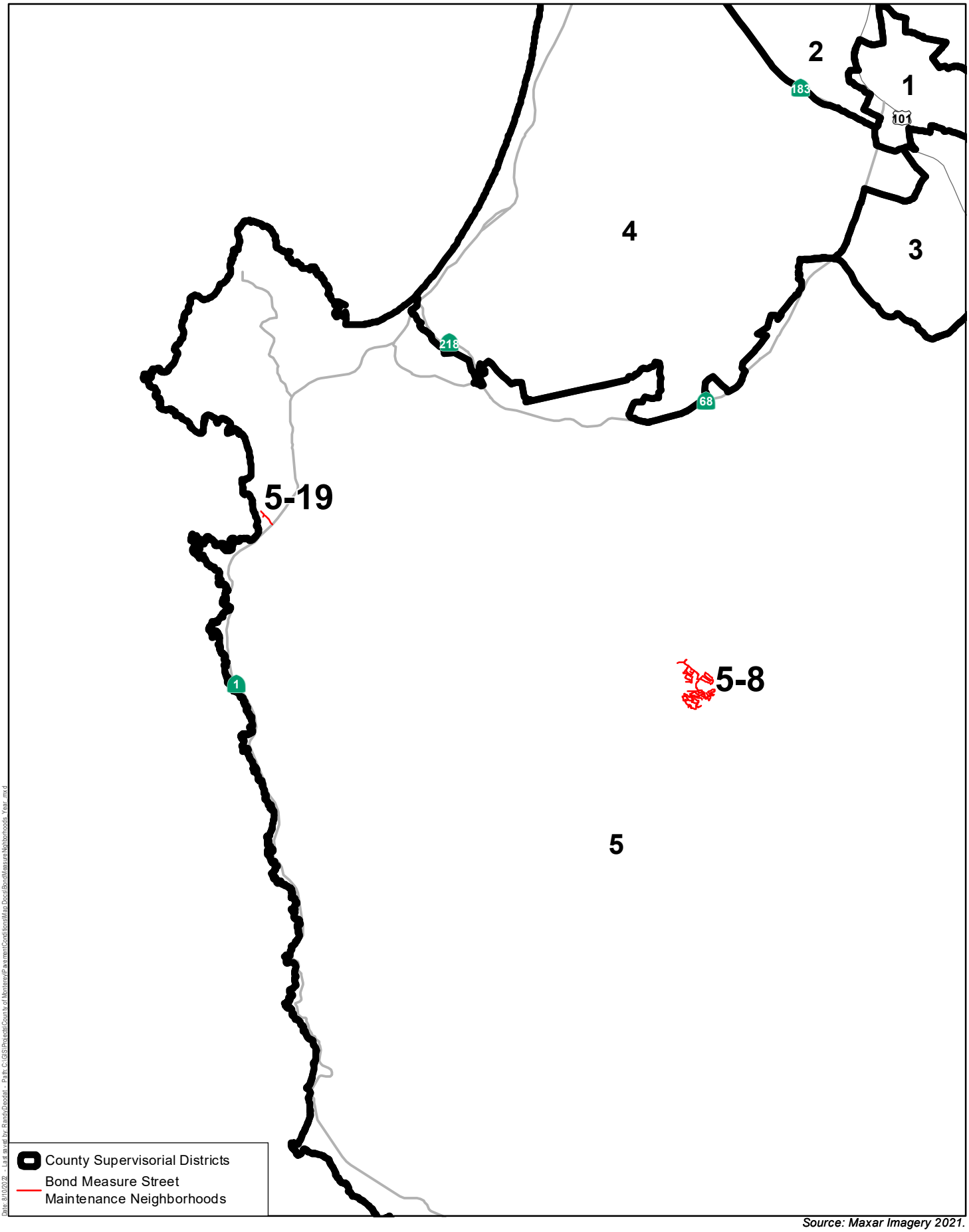
0 2.5 5

Miles

Figure 5

Bond Measure Street Maintenance - 2026

Monterey County



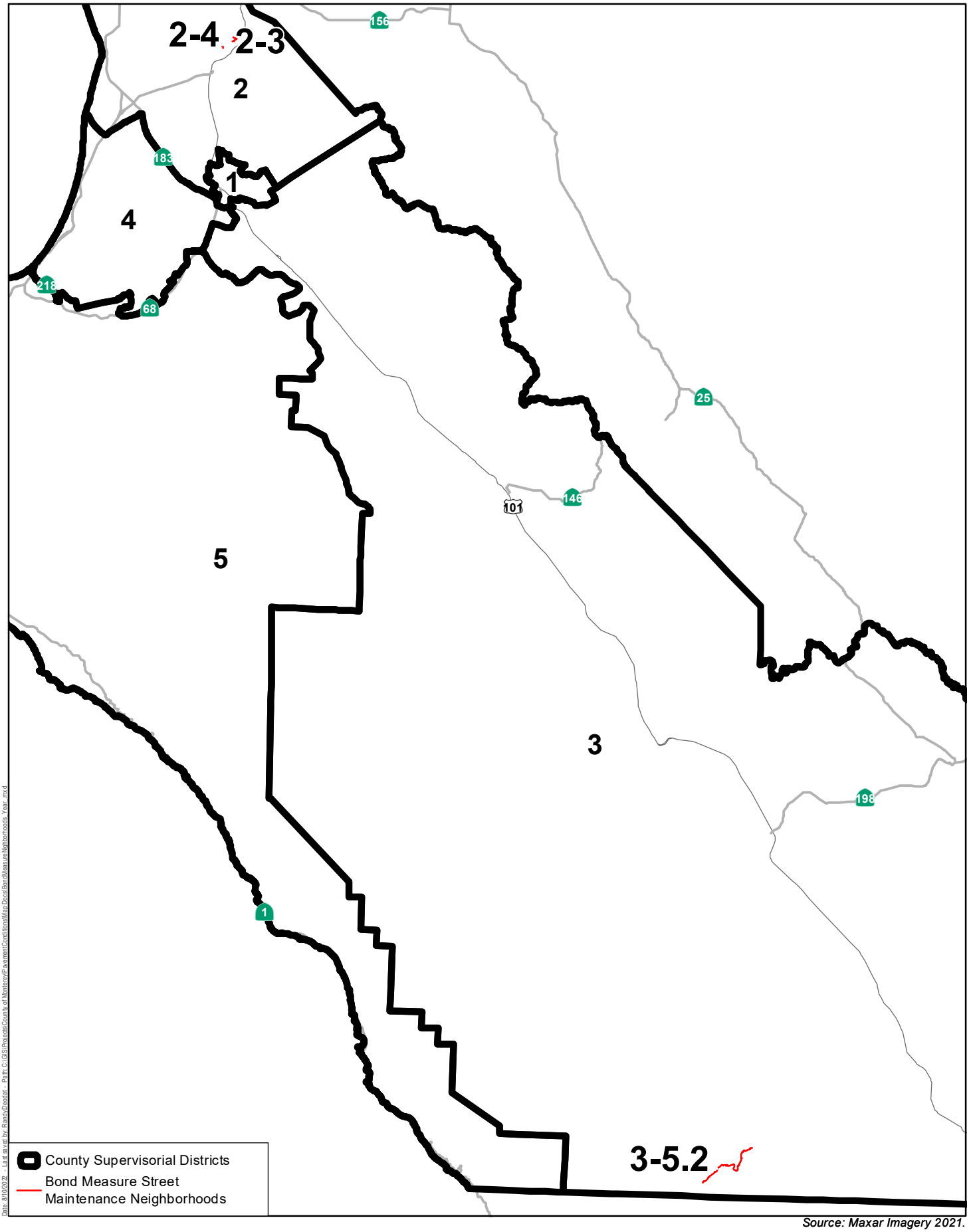
Source: Maxar Imagery 2021.

Harris & Associates

Figure 6

Bond Measure Street Maintenance - 2027

Monterey County

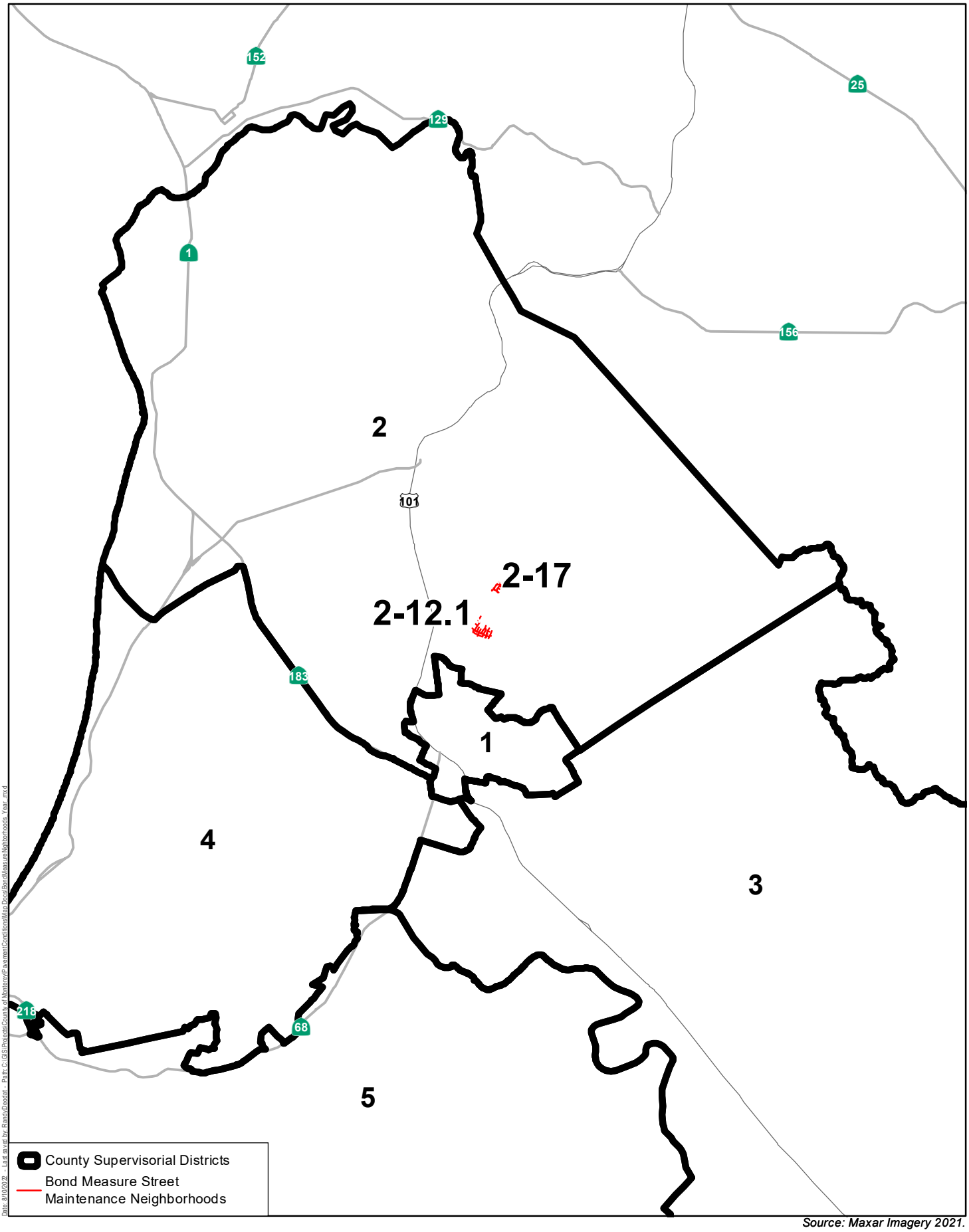


Source: Maxar Imagery 2021.

Harris & Associates

Figure 7

Bond Measure Street Maintenance - 2028

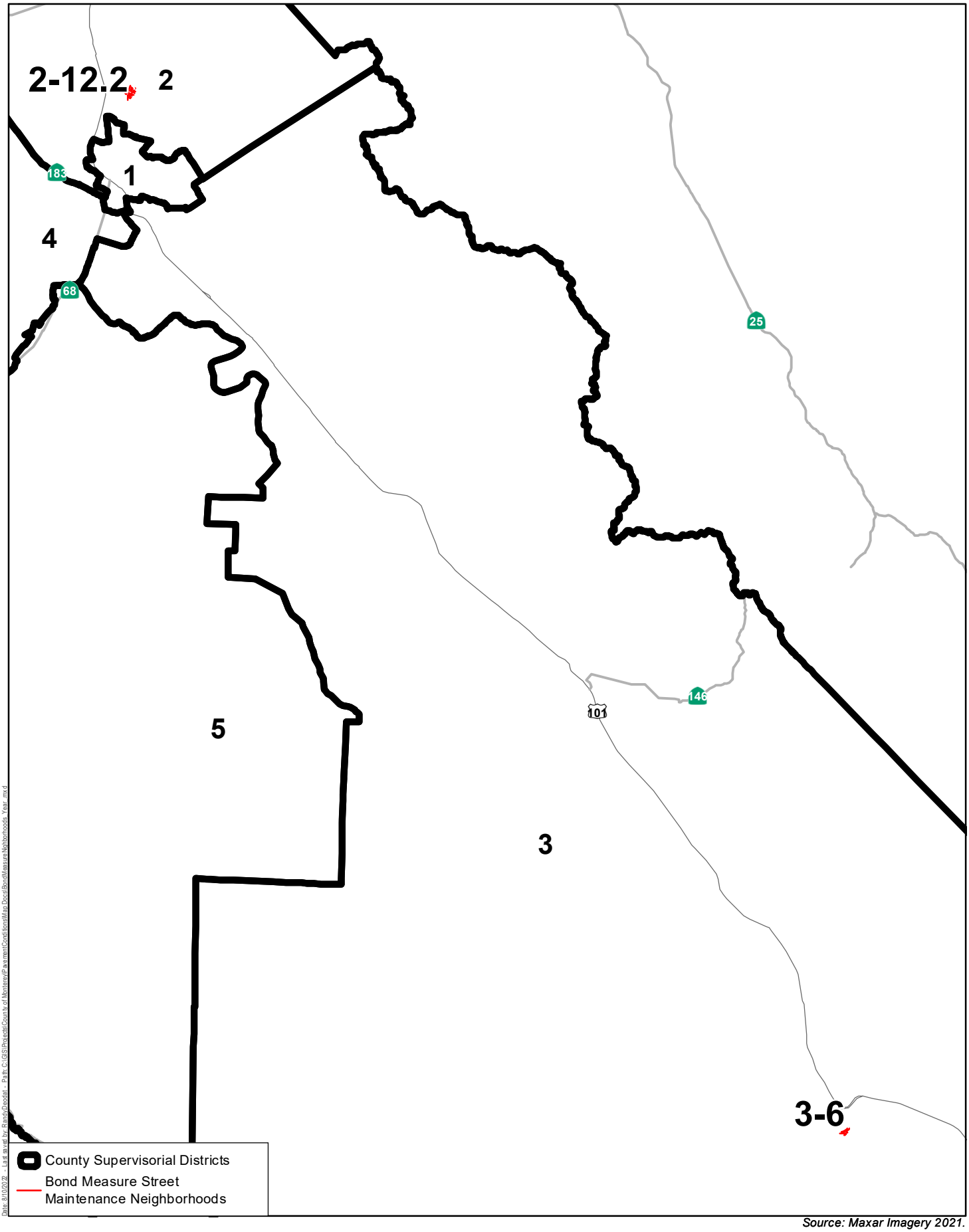


Source: Maxar Imagery 2021.

Harris & Associates

Figure 8

Bond Measure Street Maintenance - 2029

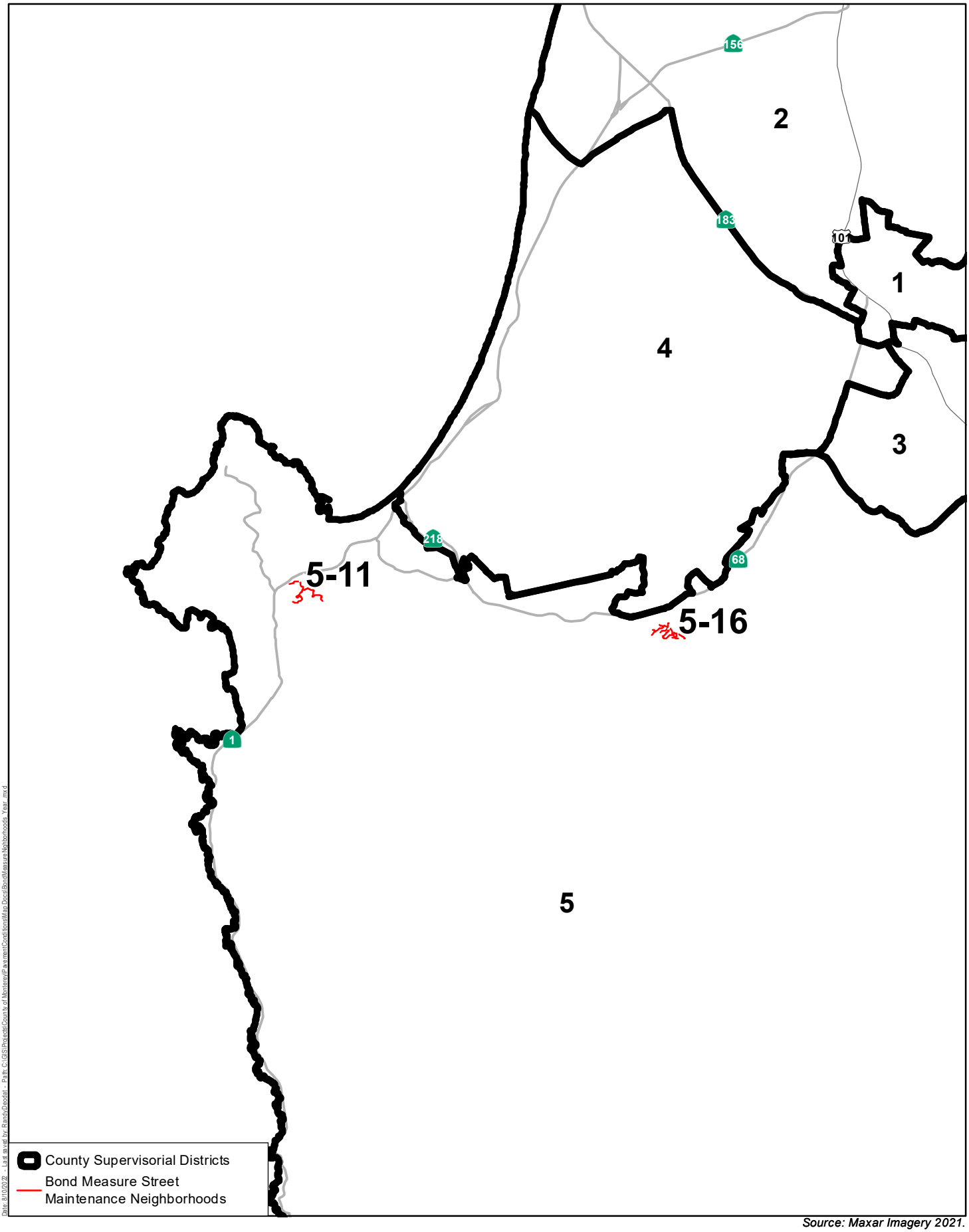


Source: Maxar Imagery 2021.

Harris & Associates

Figure 9

Bond Measure Street Maintenance - 2030



Source: Maxar Imagery 2021.

Harris & Associates

Figure 10

Bond Measure Street Maintenance - 2031

County of Monterey

Board Report

Legistar File Number: OBM 24-015

Item No.17

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

January 30, 2024

Introduced: 1/24/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: A 24-017

Item No.18

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

January 30, 2024

Introduced: 1/15/2024

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 4 to the agreement (A-13995) with B.E. Smith, Inc. for interim management-level services, extending the agreement an additional one (1) year period (January 1, 2024 through December 31, 2024) for a revised full agreement term of July 1, 2018 through December 31, 2024, and adding $250,000 for a revised total agreement amount not to exceed $1,300,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 4 to the agreement (A-13995) with B.E. Smith, Inc. for interim management-level services, extending the agreement an additional one (1) year period (January 1, 2024 through December 31, 2024) for a revised full agreement term of July 1, 2018 through December 31, 2024, and adding $250,000 for a revised total agreement amount not to exceed $1,300,000.

SUMMARY/DISCUSSION:

The recruitment process for full time employees can span several months and on occasion, the hospital finds that it faces a lack of qualified candidates to hire from which then delays the process further. When a management level position is vacant, depending on the position, it may be determined that filling it with an interim person is occasionally necessary, as it would greatly minimize any negative effect on patient care.

B.E. Smith, Inc. is a nationally recognized expert in hospital interim management and have proven it is able to respond in a swift manner when a critical position is suddenly vacant. B.E. Smith, Inc. has delivered reliable services to NMC, thereby allowing NMC to provide quality patient care to the residents of the Monterey County.

NMC will continue to monitor the hours of all interim workers assigned to NMC to ensure compliance with labor and retirement laws.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 4 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 4 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on January 12, 2024.

FINANCING:

The cost for this renewal and amendment No. 4 is $250,000 of which $125,000 is included in the FY 2023-24 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement will provide NMC with any interim management level support it may need to ensure that reliable and quality patient care will not affect when a vacancy should unexpectedly occur.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Janine Bouyea, Hospital Assistant Administrator, 831-783-2701
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
B.E. Smith, Inc. Renewal and Amendment 4
B.E. Smith, Inc. Renewal and Amendment 3
B.E. Smith, Inc. Amendment 2
B.E. Smith, Inc. Amendment 1
B.E. Smith, Inc. Agreement

Attachments on file with the Clerk of the Board

County of Monterey

Board Report

Legistar File Number: A 24-017

Item No.

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

January 30, 2024

Introduced: 1/15/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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The recruitment process for full time employees can span several months and on occasion, the hospital finds that it faces a lack of qualified candidates to hire from which then delays the process further. When a management level position is vacant, depending on the position, it may be determined that filling it with an interim person is occasionally necessary, as it would greatly minimize any negative effect on patient care.

B.E. Smith, Inc. is a nationally recognized expert in hospital interim management and have proven it is able to respond in a swift manner when a critical position is suddenly vacant. B.E. Smith, Inc. has delivered reliable services to NMC, thereby allowing NMC to provide quality patient care to the residents of the Monterey County.

NMC will continue to monitor the hours of all interim workers assigned to NMC to ensure compliance with labor and retirement laws.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 4 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 4 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on January 12, 2024.

FINANCING:

The cost for this renewal and amendment No. 4 is $250,000 of which $125,000 is included in the FY 2023-24 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement will provide NMC with any interim management level support it may need to ensure that reliable and quality patient care will not affect when a vacancy should unexpectedly occur.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Janine Bouyea, Hospital Assistant Administrator, 831-783-2701
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
B.E. Smith, Inc. Renewal and Amendment 4
B.E. Smith, Inc. Renewal and Amendment 3
B.E. Smith, Inc. Amendment 2
B.E. Smith, Inc. Amendment 1
B.E. Smith, Inc. Agreement

Attachments on file with the Clerk of the Board

Charles R. Harris
Charles R. Harris, M.D., Chief Executive Officer

01/19/2024
Date

DocuSign Envelope ID: FF9A714F-0DE5-4F7E-86E8-1302DAD8D716

Original Agreement No. (A-13995)

RENEWAL AND AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN B.E. SMITH, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
INTERIM MANAGEMENT-LEVEL SERVICES

This Renewal and Amendment No. 4 to the Services Agreement ("Agreement") which was effective on July 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and B.E. Smith, Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with B.E. Smith Inc. for interim management-level services with a term July 1, 2018 through June 30, 2021 and a total Agreement amount not to exceed $300,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to extend it for an additional two (2) year period through June 30, 2023 for a revised full Agreement term (July 1, 2018 through June 30, 2023) to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a $300,000 increase for a revised total Agreement amount not to exceed $600,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to allow for services to continue with no changes to the scope of work or term of Agreement (July 1, 2018 through June 30, 2023) with a $450,000 increase for a revised total Agreement amount not to exceed $1,050,000; and

WHEREAS, the Agreement expired on June 30, 2023; and

WHEREAS, the Parties amended the Agreement via Renewal and Amendment No. 3 on the same or similar terms, beginning July 1, 2023 and to extend the term for an additional six (6) month period through December 31, 2023 for a revised full Agreement term (July 1, 2018 through December 31, 2023) to allow for services to continue with no changes to the scope of work or total Agreement amount of $1,050,000; and

WHEREAS, the Agreement expired on December 31, 2023; and

WHEREAS, the Parties wish to renew and amend the Agreement via Renewal and Amendment No. 4 retroactive to January 1, 2024 to extend the term for an additional one (1) year period through December 31, 2024 for a revised full Agreement term of (July 1, 2018 through December 31, 2024) to allow for continued need of CONTRACTOR's services with no changes to the scope of work and to add an additional $250,000 for a revised total Agreement amount not to exceed $1,300,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

DocuSign Envelope ID: FF9A714F-0DE5-4F7E-86E8-1302DAD8D716

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment No. 2, and Renewal and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 2/ Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $1,300,000."

2. The first sentence of Section 3.1 shall be amended to the following:
   "The term of this Agreement is from July 1, 2018 through December 31, 2024 unless sooner terminated pursuant to the terms of this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, and Renewal and Amendment No. 3.

4. A copy of this Renewal and Amendment No. 4 shall be attached to the Agreement.

5. This Renewal and Amendment No. 4 is effective retroactively on January 1, 2024.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

DocuSign Envelope ID: B353BAB6-BD23-42B5-9C17-4DFE965D21AD

Original Agreement No. (A-13995)

RENEWAL AND AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN B.E. SMITH, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
INTERIM MANAGEMENT-LEVEL SERVICES

This Renewal and Amendment No. 3 to the Services Agreement ("Agreement") which was effective on July 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and B.E. Smith, Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with B.E. Smith Inc. for interim management-level services with a term July 1, 2018 through June 30, 2021 and a total Agreement amount not to exceed $300,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to extend it for an additional two (2) year period through June 30, 2023 for a revised full Agreement term (July 1, 2018 through June 30, 2023) to allow for services to continue with no revisions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a $300,000 increase for a revised Agreement amount not to exceed $600,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to allow for services to continue with no changes to the scope of work or term of Agreement (July 1, 2018 through June 30, 2023) with a $450,000 increase for a revised Agreement amount not to exceed $1,050,000; and

WHEREAS, the Agreement expired on June 30, 2023; and

WHEREAS, the Parties wish to renew and amend the Agreement via Renewal and Amendment No. 3 on the same or similar terms, beginning July 1, 2023 and to extend the term for an additional six (6) month period through December 31, 2023 for a revised full Agreement term (July 1, 2018 through December 31, 2023) to allow for services to continue with no changes to the scope of work or Agreement amount of $1,050,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. The first sentence of Section 3.1 shall be amended to the following:
   "The term of this Agreement is from July 1, 2018 through December 31, 2023 unless sooner terminated pursuant to the terms of this Agreement."

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2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Amendment No. 2.

3. A copy of this Renewal and Amendment No. 3 shall be attached to the Agreement.

4. This Renewal and Amendment No. 3 is effective retroactively on July 1, 2023.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

DocuSign Envelope ID: B353BAB6-BD23-42B5-9C17-4DFE965D21AD

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: DocuSigned by: Charles R. Harris 4E1F837D2DAE481...
Charles R. Harris, CEO

Date: 10/10/2023 | 1:31 PM PDT

APPROVED AS TO LEGAL PROVISIONS

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 10/5/2023 | 7:28 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 10/9/2023 | 9:05 AM PDT

CONTRACTOR

B.E. Smith, Inc.
CONTRACTOR's Business Name
See instructions below

By: DocuSigned by: Steve Leatherman 6B1CFED9347C4E5...
(Signature of: Chair, President, or Vice-President)

Steve Leatherman, Division Director, West
Name and Title

Date: 10/3/2023 | 8:17 AM PDT

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

_____
Name and Title

Date: _____

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

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 (two signatures required).

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 (one signature required).

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-13995: Amendment No.: 2
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 with B.E. Smith, Inc. to the agreement (A-13995) for interim management-level services at NMC, adding $450,000 for a revised total agreement amount not to exceed $1,050,000 with no changes to the term or scope.

PASSED AND ADOPTED on this 27th day of April 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 27, 2021.

Dated: May 5, 2021
File ID: A 21-108
Agenda Item No.: 17

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

Julian Lorenzana, Deputy

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN B.E. SMITH, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
INTERIM MANAGEMENT-LEVEL SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on June 26, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), B.E. Smith, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for interim management-level services with a term of July 1, 2018 through June 30, 2021 and a total Agreement amount not to exceed $300,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 30, 2020 to extend it for an additional two (2) year period (July 1, 2021 through June 30, 2023) for a revised full agreement term of July 1, 2018 through June 30, 2023 with an $300,000 increase to allow for services to continue for a total Agreement amount of $600,000 with changes to the scope of work attached hereto as "Exhibit A-1 per Amendment No. 1"; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement with a $450,000 increase to allow for services to continue for a total Agreement amount of $1,050,000 with no change to the scope or Agreement term.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
   "The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $1,050,000."

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No. 1 are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

3. A copy of this Amendment No. 2 shall be attached to the Agreement.

4. This Amendment No. 2 shall be effective when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: Dr. Gary R. Gray
Gary R. Gray, DO, CEO

Date: 5/12/21

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Saetta
Monterey County Deputy County Counsel

Date: 3/25/2021

APPROVED AS TO FISCAL PROVISIONS

By: Gary Giboney
Monterey County Deputy Auditor/Controller

Date: 3-25-2021

CONTRACTOR

B.E. Smith, Inc.
CONTRACTOR's Business Name
*****S**ee instructions below***

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

Amanda Leatherman Division Director, West
Name and Title

Date: 2/26/2021

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

_____
Name and Title

Date: _____

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

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 (two signatures required).

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 (one signature required).

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 John M. Phillips to:

Agreement No.: A-13995
Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 with B.E. Smith, Inc. to the agreement (A-13995) for interim management-level services at NMC, extending the agreement an additional two (2) year period (July 1, 2021 through June 30, 2023) for a revised full agreement term of July 1, 2018 through June 30, 2023 and adding $300,000 for a revised total agreement amount not to exceed $600,000.

PASSED AND ADOPTED on this 28th day of April 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker 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 28, 2020.

Dated: April 28, 2020
File ID: A 20-083
Agenda Item No.: 26

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

Joel G. Pablo, Deputy

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN B.E. SMITH, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
INTERIM MANAGEMENT-LEVEL SERVICES

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on June 26, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), B.E. Smith, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for interim management-level services with a term of July 1, 2018 through June 30, 2021 and a total Agreement amount not to exceed $300,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period (July 1, 2021 through June 30, 2023) for a revised full agreement term of July 1, 2018 through June 30, 2023 with an $300,000 increase to allow for services to continue for a total Agreement amount of $600,000 with changes to the scope of work attached hereto as "Exhibit A-1 per Amendment No. 1".

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
   "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A per the Original Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $600,000."

2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Amendment is from July 1, 2021 through June 30, 2023 unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   Exhibit A: Scope of Services/Payment Provisions
   Exhibit A-1: revised Scope of Services/Payment Provisions per Amendment No. 1"

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 Agreement.

6. This Amendment No. 1 shall be effective when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: 4/3/2020

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 3/17/2020

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 3/18/2020

CONTRACTOR

B.E. Smith, Inc.
CONTRACTOR's Business Name
See instructions below

By: Cody Burch
(Signature of: Chair, President, or Vice-President)

Cody Burch, Executive Vice President
Name and Title

Date: 3/9/20

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

Jacob Meyer, Finance Manager
Name and Title

Date: 3/9/20

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS

I. CONTRACTOR agrees to provide NMC, a general acute care teaching hospital wholly owned and operated by the County of Monterey, interim management-level professionals (hereinafter "Professional"), both clinical and non-clinical, on as as-needed basis per NMC's request.

II. CONTRACTOR Obligations:

a. CONTRACTOR will interview NMC's NMC Human Resources Administrator or authorized delegate to determine NMC's requirements for Professional's leadership, managerial, operational, and/or clinical background.

b. CONTRACTOR will present to NMC a Professional whom CONTRACTOR believes meets NMC's requirements for the NMC position.

c. Upon acceptance of Professional by NMC, Professional will be paid by CONTRACTOR as an employee of CONTRACTOR, and CONTRACTOR assumes responsibility for such payment.

d. Professional will not be considered an employee of NMC or the County of Monterey. NMC will direct Professional only as to the ultimate outcome of the work to be performed.

e. If Professional does not meet NMC's requirements for the position once the Professional is working for NMC, CONTRACTOR will replace the Professional with a different candidate at no additional expense to NMC.

f. CONTRACTOR shall be responsible for conforming to all applicable Federal and State labor laws and regulations.

g. Billing rates shall be presented to NMC by CONTRACTOR once the need for a Professional has been defined and presented to CONTRACTOR by NMC. All billing rates shall be submitted in the form of a flat weekly billing rates; assuming a forty (40) hour work week unless otherwise specified. NMC reserves the right to negotiate the presented billing rate for each Professional. Overtime compensation shall not be permitted unless approved in advance and in writing by NMC.

h. CONTRACTOR agrees that neither the CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County of Monterey for employment compensation, Workers' Compensation, unemployment compensation or insurance, vacation pay sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.

i. It will be expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR or any of CONTRACTOR's employees shall be construed to make or render CONTRACTOR or any CONTRACTOR's employees, the agent, employee or servant of the County.

j. CONTRACTOR Invoicing:
CONTRACTOR shall provide to NMC once monthly an invoice for any and all Professionals sent by CONTRACTOR to NMC. The invoice shall state the name of the

Professional and the job title that the Professional is temporarily rendering services as for NMC. Invoices shall be itemized on a weekly basis with the billing period/days worked clearly specified.

k. Permanent Hiring of Professional: In the event Professional or any candidate presented by CONTRACTOR is subsequently hired, retained, contracted or otherwise engaged by NMC within twelve months after the later of (i) the presentation by CONTRACTOR or (ii) the termination of this Agreement, NMC agrees to pay CONTRACTOR a placement fee equal to a percentage of their salary. Percentage is determined on length of time NMC contracts the interim candidate. Within the first three months: 25% of salary. Within three through twelve months: 15% of salary and after twelve months: 10% of salary. This placement fee is due in full to CONTRACTOR when the Professional or candidate is hired, retained, or contracted by NMC other than under the auspices of CONTRACTOR.

III. Other Terms and Conditions Associated with Temporary Employees:

a. CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.

b. CONTRACTOR shall identify in writing to NMC any PERS annuitant who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.

c. The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.

d. The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.

e. Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.

f. The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

g. TEMPORARY EMPLOYMENT ASSIGNMENT: CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments at NMC. CONTRACTOR shall notify the NMC Human Resources Administrator at BouyeaJ@natividad.com when the Professional's hours working for the NMC are approaching 650 hours within a fiscal year (7/1-6/30).

h. An employee of the CONTRACTOR shall not be assigned to work at the NMC for more than 720 hours in a fiscal year (7/1-6/30).

i. NMC nor the County of Monterey shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.

Monterey County
Board of Supervisors

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

Board Order

Agreement No.: A-13995

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

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with B.E. Smith, Inc. for interim management-level services at NMC, with a term of July 1, 2018 through June 30, 2021 and a total agreement amount not to exceed $300,000.

PASSED AND ADOPTED on this 26th day of June 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 June 26, 2018.

Dated: June 28, 2018
File ID: A 18-297

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

Joel G. Pablo, Deputy

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(MORE THAN $100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and B.E. Smith Inc. (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: Interim management level positions.

2. **PAYMENTS BY NMC.** NMC 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 NMC to CONTRACTOR under this Agreement shall not exceed the sum of **$300,000.**

3. **TERM OF AGREEMENT.**

   3.1. The term of this Agreement is from July 1, 2018 through June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

   3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

   Exhibit A: Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

   5.1. 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 NMC, or immediate family of an employee of NMC.

   5.2. 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.

5.3. 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. 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. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC 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. **TERMINATION.**

7.1. During the term of this Agreement, NMC 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.

7.2. NMC 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 NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC'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 NMC's purchase of the indicated quantity of services, then NMC 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. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability 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 County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 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 NMC'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 NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.2 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 NMC's Contracts/Purchasing Director.

9.3 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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to approval).

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC 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 NMC 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 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 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 from 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 from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate the Agreement immediately.

10. 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 NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC 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. NMC 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 or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, 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. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other 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 NMC.

11. **NON-DISCRIMINATION**. 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), or sexual orientation, 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, full 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. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

13. **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 NMC. No offer or obligation of permanent employment with NMC 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 NMC 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 NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: B.E. Smith Inc. Attn: Amanda Myers Address: 8801 Renner Blvd. City, State, Zip: Lenexa, KS 66219 FAX: Email: Amanda.Myers@besmith.com

15. MISCELLANEOUS PROVISIONS.

15.1 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.

15.2 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

15.3 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC 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.

15.4 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.

15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.6 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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC 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.

15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement

15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement: NMC 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.

15.14 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.

15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC 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 NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

15.16 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.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 6-7-18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 6-8-18

CONTRACTOR

B.E. Smith Inc.
Contractor's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

Executive Vice President
Name and Title

Date: 6/1/2018

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

Division Director, West
Name and Title

Date: 6/1/2018

***__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 (two signatures required).
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 (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

I. CONTRACTOR agrees to provide NMC, a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California, interim management-level professionals (hereinafter "Professional"), both clinical and non-clinical, on as as-needed basis per NMC's request.

II. CONTRACTOR Obligations:

a. CONTRACTOR will interview NMC's NMC Human Resources Administrator or authorized delegate to determine NMC's requirements for Professional's leadership, managerial, operational, and/or clinical background.

b. CONTRACTOR will present to NMC a Professional whom CONTRACTOR believes meets NMC's requirements for the NMC position.

c. Upon acceptance of Professional by NMC, Professional will be paid by CONTRACTOR as an employee of CONTRACTOR, and CONTRACTOR assumes responsibility for such payment.

d. Professional will not be considered an employee of NMC. NMC will direct Professional only as to the ultimate outcome of the work to be performed.

e. If Professional does not meet NMC's requirements for the position once the Professional is working for NMC, CONTRACTOR will replace the Professional with a different candidate at no additional expense to NMC.

f. CONTRACTOR shall be responsible for conforming to all applicable Federal and State labor laws and regulations.

g. Billing rates shall be presented to NMC by CONTRACTOR once the need for a Professional has been defined and presented to CONTRACTOR by NMC. All billing rates shall be submitted in the form of a flat weekly billing rates; assuming a forty (40) hour work week unless otherwise specified. NMC reserves the right to negotiate the presented billing rate for each Professional. Overtime compensation shall not be permitted unless approved in advance and in writing by NMC.

h. CONTRACTOR agrees that neither the CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County of Monterey for employment compensation, Workers' Compensation, unemployment compensation or insurance, vacation pay sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.

i. It will be expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR or any of CONTRACTOR's employees shall be construed to make or render CONTRACTOR or any CONTRACTOR's employees, the agent, employee or servant of the County.

j. CONTRACTOR Invoicing:
CONTRACTOR shall provide to NMC once monthly an invoice for any and all

Professionals sent by CONTRACTOR to NMC. The invoice shall state the name of the Professional and the job title that the Professional is temporarily rendering services as for NMC. Invoices shall be itemized on a weekly basis with the billing period/days worked clearly specified.

k. Permanent Hiring of Professional: In the event Professional or any candidate presented by CONTRACTOR is subsequently hired, retained, contracted or otherwise engaged by NMC within twenty four months after the later of (i) the presentation by CONTRACTOR or (ii) the termination of this Agreement, NMC agrees to pay CONTRACTOR a placement fee equal to a percentage of their salary. Percentage is determined on length of time NMC contracts the interim candidate. Within the first three months: 25% of salary. Within three through twelve months: 15% of salary and after twelve months: 10% of salary. This placement fee is due in full to CONTRACTOR when the Professional or candidate is hired, retained, or contracted by NMC other than under the auspices of CONTRACTOR.

III. Other Terms and Conditions Associated with Temporary Employees:

a. CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
b. CONTRACTOR shall identify in writing to NMC any PERS annuitant who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
c. The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
d. The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.
e. Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
f. The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
g. TEMPORARY EMPLOYMENT ASSIGNMENT: CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments at NMC. CONTRACTOR shall notify the NMC Human Resources Administrator at BouyeaJ@natividad.com when the Professional's hours working for the NMC are approaching 650 hours within a fiscal year (7/1-6/30).
h. An employee of the CONTRACTOR shall not be assigned to work at the NMC for more than 720 hours in a fiscal year (7/1-6/30).
i. NMC nor the County of Monterey shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.

Introduced: 1/15/2024

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 4 to the agreement (A-14560) with Everbridge, Inc. for critical event management software services, extending the agreement an additional one (1) year period (January 30, 2024 through January 29, 2025) for a revised full agreement term of January 30, 2018 through January 29, 2025 and adding $39,832 for a revised total Agreement amount of $249,845.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 4 to the agreement (A-14560) with Everbridge, Inc. for critical event management software services, extending the agreement an additional one (1) year period (January 30, 2024 through January 29, 2025) for a revised full agreement term of January 30, 2018 through January 29, 2025 and adding $39,832 for a revised total Agreement amount of $249,845.

SUMMARY/DISCUSSION:

Everbridge is a critical event management software system that has been utilized by Natividad Medical Center (NMC) since January 2018. It allows NMC the ability to perform mass callings to all hospital staff and is utilized when there are notifications that need to get out to a large number of employees at once; this includes emergency situations and can be used if there are mass casualty/triage events. This system is also utilized to contact specific groups of people when needed during accreditation surveys (The Joint Commission, U.S. Centers for Medicare & Medicaid Services, etc.) as an alternate means of communicating updates.

Everbridge is a web-based system that stores telephone numbers for all staff members within the hospital in a single location. It is readily accessible from anywhere that has access to the internet. Within the system, NMC has the ability to select targeted groups of employees and in various ways. The system tracks the means of communication and allows NMC to verify receipt of the communication with individual employees. NMC is requesting to renew the Everbridge agreement for a period of one (1) year.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 4 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 4 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on January 12, 2024.

FINANCING:

The cost of this renewal and amendment No. 4 is $39,832 which is included in the FY 2023-24 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this Agreements allows Natividad Medical Center to continue to provide great patient care by ensuring that all available resources are being contacted in order to have the best quality staff available when an incident or sick call occurs.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Janine Bouyea, Hospital Assistant Administrator, 831-783-2701
Approved by: Charles R. Harris, Chief Executive Officer, 783-2504

Attachments:
Everbridge Inc. Renewal and Amendment 4
Everbridge Inc. Amendment 3
Everbridge Inc. Amendment 2
Everbridge Inc. Amendment 1
Everbridge Inc. Agreement

Attachments on file with the Clerk of the Board

County of Monterey

Board Report

Legistar File Number: A 24-018

Item No.

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

January 30, 2024

Introduced: 1/15/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Janine Bouyea, Hospital Assistant Administrator, 831-783-2701
Approved by: Charles R. Harris, Chief Executive Officer, 783-2504

Attachments:
Everbridge Inc. Renewal and Amendment 4
Everbridge Inc. Amendment 3
Everbridge Inc. Amendment 2
Everbridge Inc. Amendment 1
Everbridge Inc. Agreement

Attachments on file with the Clerk of the Board

Charles R. Harris
Charles R. Harris, M.D., Chief Executive Officer

01/19/2024
Date

DocuSign Envelope ID: F047B469-9936-4785-843E-5700D33AB86A

RENEWAL AND AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN EVERBRIDGE, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
CRITICAL EVENT MANAGEMENT SOFTWARE SERVICES

This Renewal and Amendment No. 4 to the Services Agreement ("Agreement") which was effective on January 30, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Everbridge, Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with Everbridge, Inc. for Critical Event Management Software Services with a term January 30, 2018 through January 29, 2020 and a total Agreement amount not to exceed $62,264; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to extend the term for an additional two (2) year period through January 29, 2022 for a revised term of Agreement (January 30, 2018 through January 29, 2022) to allow for services to continue with a $65,378 increase for the added services for a total Agreement amount of $127,642; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" and to add an additional $6,500 for a revised total Agreement amount not to exceed $134,142 with no change to the term of Agreement (January 30, 2018 through January 29, 2022); and

WHEREAS, the Agreement expired on January 29, 2022; and

WHEREAS, the Parties renewed and amended the Agreement via Amendment No. 3 on the same or similar terms, beginning January 30, 2022 and extended the term for an additional two (2) year period through January 30, 2022 for a revised term of Agreement (January 30, 2018 through January 29, 2024) to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-3 as per Amendment No. 3" with an increase of $75,871 for a revised total Agreement amount not to exceed $210,013; and

WHEREAS, the Agreement expired on January 29, 2024; and

WHEREAS, COUNTY and CONTRACTOR currently wish to renew and amend the Agreement via Renewal and Amendment No. 4 retroactive to January 30, 2024 and to extend it for an additional one (1) year period through January 29, 2025 for a revised term of Agreement (January 30, 2018 through January 29, 2025) to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-4 as per Renewal and Amendment No. 4" and to add an additional $39,832 for a revised total Agreement amount not to exceed $249,845.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

DocuSign Envelope ID: F047B469-9936-4785-843E-5700D33AB86A

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-4 as per Renewal and Amendment No. 4 attached hereto this Renewal and Amendment No. 4. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $249,845."

2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from January 30, 2018 through January 29, 2025 unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4/ Paragraph titled, "ADDITIONAL PROVISIONS/ EXHIBITS" shall be amended to the following:

"The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:
~~***Exhibit A: Scope of Services/Payment Provisions***~~
~~***Exhibit A-1: Scope of Services/Payment Provisions as per Amendment No. 1***~~
~~***Exhibit A-2: Additional Scope of Services/Payment Provisions as per Amendment No. 2***~~
~~***Exhibit A-3: Scope of Services/Payment Provisions as per Amendment No. 3***~~
Exhibit A-4: revised Scope of Services/Payment Provisions as per Renewal and Amendment No. 4"
Exhibit B: Addendum No. 1
Exhibit C: System Inclusion Sheets

4. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, or this Renewal and Amendment No. 4, the provisions of this Renewal and Amendment No. 4 shall govern.

5. This Renewal and Amendment No. 4 shall be effective retroactively on January 30, 2024.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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-14560; Amendment No.: 3
a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-14560) with Everbridge, Inc. for critical event management software services, extending the agreement an additional two (2) year period (January 30, 2022 through January 29, 2024) for a revised full agreement term of January 30, 2018 through January 29, 2024 and adding $75,871 for a revised total Agreement amount of $210,013.

PASSED AND ADOPTED on this 1st day of February 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 1, 2022.

Dated: February 2, 2022
File ID: A 22-019
Agenda Item No.: 18

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

Julian Lorenzana, Deputy

AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN EVERBRIDGE, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
CRITICAL EVENT MANAGEMENT SOFTWARE SERVICES

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on January 30, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Everbridge, Inc. ("CONTRACTOR"); "); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for critical event management software services with a term January 30, 2018 through January 29, 2020 and a total Agreement amount not to exceed $62,264; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on November 22, 2019 via Amendment No. 1 to extend the term for an additional two (2) year period through January 29, 2022 to allow for services to continue with a $65,378 increase for the added services and a total Agreement amount not to exceed $127,642; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on December 31, 2020 with additions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2", with a $6,500 increase for the added services and a total Agreement amount not to exceed $134,142; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 30, 2022 and to extend the term for an additional two (2) year period (January 30, 2022 through January 29, 2024) for a revised full Agreement term of January 30, 2018 through January 29, 2024 to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-3 as per Amendment No. 3" and to increase the amount payable by $75,871 for a total Agreement amount of $210,013.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No 1, Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-3 as per Amendment No. 3 attached hereto this Amendment No. 3. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $210,013."

2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from January 30, 2018 through January 29, 2024 unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   Exhibit A-3: revised Scope of Services/Payment Provisions as per Amendment No. 3."

4. 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 and in Amendment No. 1, Amendment No. 2 and Renewal and Amendment No. 3.

5. A copy of this Amendment No. 3 shall be attached to the Agreement.

6. This Amendment No. 3 shall be effective when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____ for Gary R. Gray, DO, CEO

Date: 2-25-22

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 1/13/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 1/13/2022

CONTRACTOR

Everbridge, Inc.
CONTRACTOR's Business Name
See instructions below

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

Phillip E. Huff Chief Accounting Officer
Name and Title

Date: 12/28/2021

By: Elliot J. Mark
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Elliot J. Mark, Secretary
Name and Title

Date: 12/28/2021

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Exhibit A-3: Scope of Services and Payment Provisions as per Amendment 3

Contract Summary Information:	
Contract Period:	24 Months
Contract Start Date:	1/30/2022
Contract End Date:	1/29/2024

Year 1

QTY	DESCRIPTION	PRICE
172	CMS Emergency Preparedness	USD 34,495.45
172	Everbridge Visitor Engagement	USD 3,440.00
	Year 1 TOTAL:	USD 37,935.45

Year 2

QTY	DESCRIPTION	PRICE
172	CMS Emergency Preparedness	USD 34,495.45
172	Everbridge Visitor Engagement	USD 3,440.00
	Year 2 TOTAL:	USD 37,935.45

Pricing Summary:

Year One Fees:	USD 37,935.45
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 37,935.45**

Ongoing Fees:

Year Two Fees:	USD 37,935.45

Messaging Credit Allowance:

Year One:	4,000,000
Year Two:	4,000,000

Total Charges: **$75,870.90**

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 John M. Phillips to:

Agreement No.: A – 14560, Amendment No. 2
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14560) with Everbridge, Inc. for critical event management software services, adding $6,500 for a revised total agreement amount not to exceed $134,142, with no changes to the term of the Agreement term November 22, 2019 through January 29, 2022.

PASSED AND ADOPTED on this 8th day of December 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker 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 December 8, 2020.

Dated: December 8, 2020
File ID: A 20-462
Agenda Item No.: 30

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

Joel G. Pablo, Deputy

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN EVERBRIDGE, INC. AND
NATIVIDAD MEDICAL CENTER
CRITICAL EVENT MANAGEMENT SOFTWARE SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on January 30, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Everbridge, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for critical event management software services with a term January 30, 2018 through January 29, 2020 and a total Agreement amount not to exceed $62,264; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on November 22, 2019 via Amendment No. 1 to extend the term for an additional two (2) year period through January 29, 2022 to allow for services to continue with a $65,378 increase for the added services and a total Agreement amount not to exceed $127,642; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement with additions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2", with a $6,500 increase for the added services and a total Agreement amount not to exceed $134,142.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 titled, "PAYMENTS BY NMC", las sentence shall be amended to the following:
   "The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $134,142."

2. Section 4 titled, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   Exhibit A-1: Scope of Services/Payment Provisions per Amendment No. 1
   Exhibit A-2: Scope of Services/Payment Provisions per Amendment No. 2
   Exhibit B: Addendum No. 1
   Exhibit C: System Inclusion Sheets"

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 and in Amendment No. 1.

4. A copy of this Amendment No. 2 shall be attached to the Agreement.

5. This Amendment No. 2 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: 12/31/2020

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 10/22/2020

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 10-22-2020

CONTRACTOR

Everbridge, Inc.
CONTRACTOR's Business Name
See instructions below

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

Elliot J. Mark, Senior Vice President
Name and Title

Date: 09/22/2020

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

Phillip E. Huff / Chief Accounting Officer
Name and Title

Date: 09/22/2020

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

EXHIBIT A-2

ADDITIONAL SCOPE OF SERVICES/PAYMENT PROVISIONS

Contract Summary Information:	
Contract Period:	17 Months
Contract Start Date:	8/28/2020
Contract End Date:	1/29/2022

Year 1

QTY	DESCRIPTION	PRICE
172	Everbridge Visitor Engagement	USD 1,452.18
	Year 1 TOTAL:	USD 1,452.18

Year 2

QTY	DESCRIPTION	PRICE
172	Everbridge Visitor Engagement	USD 3,440.00
	Year 2 TOTAL:	USD 3,440.00

Setup

QTY	DESCRIPTION	PRICE
1	Calculated Set Up Fee	USD 116.17
	Setup TOTAL:	**USD 116.17**

Pricing Summary:

Year One Fees:	USD 1,452.18

One-time Implementation and Setup Fees:	USD 116.17
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 1,568.35**

Ongoing Fees:

Year Two Fees:	USD 3,440.00

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 Chris Lopez to:

Agreement No. A-14560; Amendment No. 1
Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Everbridge, Inc. for Critical Event Management Software services, extending the agreement an additional two (2) year period (January 30, 2020 through January 29, 2022) for a revised full agreement term of January 30, 2018 through January 29, 2022, and adding $65,378 for a revised total agreement amount not to exceed $127,642.

PASSED AND ADOPTED on this 19th day of November 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, 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 82 for the meeting November 19, 2019.

Dated: November 19, 2019
File ID.: A 19-399
Agenda Item No.: 23

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

Julian Lorenzana

Julian Lorenzana, Deputy

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN EVERBRIDGE, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
CRITICAL EVENT MANAGEMENT SOFTWARE SERVICES

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on January 30, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Everbridge, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for critical event management software services with a term January 30, 2018 through January 29, 2020 and a total Agreement amount not to exceed $62,264.00; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through January 29, 2022 to allow for services to continue with a $65,378 increase for the added services for a total Agreement amount of $127,642.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following:
   The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of 127,642."

2. The first sentence of Section 3 "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from the effective date of this agreement through January 29, 2022 unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   ~~**Exhibit A: Scope of Services/Payment Provisions**~~
   Exhibit A-1 Scope of Services/Payment Provisions per Amendment No. 1
   Exhibit B: Addendum No. 1
   Exhibit C: System Inclusion Sheets"

4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

6. This Amendment No. 1 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
for Gary R. Gray, DO, CEO

Date: 11-22-19

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 10-8-19

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 10-9-19

CONTRACTOR

Everbridge, Inc.
CONTRACTOR's Business Name
See instructions below

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

Phillip Huff Vice President
Name and Title

Date: 08/22/2019

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

Elliot J. Mark, Senior Vice President
Name and Title

Date: 8/26/2019

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

everbridge®
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
tel: +1-818-230-9700
fax: +1-818-230-9505
www.everbridge.com

EXHIBIT A-1 Scope of Services/Payment Provisions per Amendment No. 1

Prepared for:
Julie Lupkin
Natividad Medical Center
1441 Constitution Blvd., Bldg. 300
P.O. Box 81611
Salinas CA 93912-1611
United States
Ph: (831) 783-2701
Fax: 83 1. 755. 6297.
Email: lupkinj@natividad.com

Quote #: Q-33009
Date: 8/19/2019
Expires On: 1/16/2020

Salesperson: Kelsey Zukowski
Phone:
Email: kelsey.zukowski@everbridge.com

Contract Summary Information:	
Contract Period:	24 Months

Year 1 Term extended per Amendment 1

QTY	DESCRIPTION	PRICE
172	CMS Emergency Preparedness	USD 32,689.00
	Year 1 TOTAL:	USD 32,689.00

Year 2 Term extended per Amendment 1

QTY	DESCRIPTION	PRICE
172	CMS Emergency Preparedness	USD 32,689.00
	Year 2 TOTAL:	USD 32,689.00

Pricing Summary:

Year One Fees:	USD 32,689.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 32,689.00**

Ongoing Fees:

Year Two Fees:	USD 32,689.00

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(MORE THAN $100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and Everbridge, Inc. (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: critical event management software services.

2. **PAYMENTS BY NMC.** NMC 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 NMC to CONTRACTOR under this Agreement shall not exceed the sum of $62,264.00.

3. **TERM OF AGREEMENT.**

   3.1. The term of this Agreement is from the effective date of this agreement through two (2) years thereafter unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

   ~~3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.~~

4. **ADDITIONAL PROVISIONS/EXHIBITS.** 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: Addendum No. 1

   Exhibit C: System Inclusion Sheets

5. **PERFORMANCE STANDARDS.**

   5.1. 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 NMC, or immediate family of an employee of NMC.

5.2. 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.

5.3. 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. 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. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC 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. **TERMINATION.**

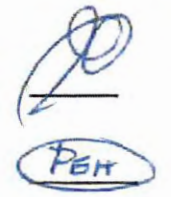
~~7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

7.2. ~~NMC 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~~ NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC

deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC'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 NMC's purchase of the indicated quantity of services, then NMC 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. INDEMNIFICATION.



8.1 ~~CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability 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 County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9. INSURANCE.

9.1 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 NMC'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 NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.2 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 NMC's Contracts/Purchasing Director.

9.3 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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to approval).

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC 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 NMC 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 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 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 from 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 from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate the Agreement immediately.

10. 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 NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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 ~~NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC 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. NMC 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 or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, 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. NMC shall have a royalty free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other 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 NMC.

11. **NON-DISCRIMINATION**. 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), or sexual orientation, 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, full 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. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

13. **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 NMC. No offer or obligation of permanent employment with NMC 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 NMC 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 NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Everbridge, Inc. Attn: Legal Department 25 Corporate Drive, 4th Floor Burlington, MA 01803

15. MISCELLANEOUS PROVISIONS.

15.1 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.

15.2 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

15.3 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC 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.

15.4 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.

15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.6 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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC 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.

15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement

15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement: NMC 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.

15.14 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.

15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC 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 NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

15.16 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.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 1-23-18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 1-26-18

CONTRACTOR

Everbridge, Inc.
Contractor's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

Phillip E. Huff V.P. Controller
Name and Title

Date: 1/17/2018

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

Daniel Hekier Assistant Secretary
Name and Title

Date: 1/17/2018

***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 (two signatures required).
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 (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

everbridge®
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
tel: +1 818 230 9700
fax: +1 818 230 9505
www.everbridge.com

Exhibit A

Prepared for:
Jason Garcia
Natividad Medical Center
1441 Constitution Blvd., Bldg. 300
P.O. Box 81611
Salinas CA 93912-1611
United States
Ph: (831) 783-2375
Fax: 83 1. 755 6297
Email: garciajf@natividad.com

Quote #: Q-09205
Date: 10/26/2017
Expires On: 1/31/2017

Salesperson: Annell Del Rio
Phone: (818) 230-9722
Email: annell.delrio@everbridgemail.com

Contract Summary Information:	
Contract Period:	24 Months

Year 1

QTY	DESCRIPTION	PRICE
172	CMS Emergency Preparedness	USD 31,132.00
	Year 1 TOTAL:	USD 31,132.00

Pricing Summary:

Price:	USD 31,132.00
Year One Fees:	USD 31,132.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Annual Fees Due:	**USD 31,132.00**

Ongoing Fees:

Year Two Annual Fees:	USD 31,132.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Authorized by Everbridge:

Signature: _____ **Date:** 2.5.2018

Name (Print): PHILLIP E. HUFF **Title:** VP - CONTROLLER

To accept this quote, sign, date and return:

Signature: _____ **Date:** 1/30/18

Name (Print): GARY R GRAY **Title:** CEO

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

AP
aBrewin
1-28-18

ADDENDUM NO. 1
TO AGREEMENT BY AND BETWEEN Everbridge Inc., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
for (Telephone Message and Emergency Notification System) SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Everbridge Inc., (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #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 #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 #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. **Termination.** Section 3.2 of the Agreement is hereby amended and restated to read in its entirety as follows; in addition, Sections 7.1 and 7.2 are hereby deleted in light of this revision:

Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

Termination for Convenience by COUNTY. County May terminate this AGREEMENT without cause at any time on thirty (30) days prior written notice; provided, however, that it shall not be entitled to a refund of any fees then due and owing.

II. **Invoicing**. Section 6.5 of the Agreement is hereby amended as follows with the italicized language:

CONTRACTOR shall submit such invoice ~~*periodically or at the completion of services*~~ *annually in advance*, 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. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC 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.

III. **Indemnification.** Section 8 of the Agreement is hereby amended and restated to read in its entirety as follows:

CONTACTOR shall defend, indemnity and hold COUNTY harmless from and against any Claim against COUNTY, but only to the extent it is based on a Claim that the Everbridge Mass Notification Service directly infringes an issued patent or other IP Right in a country in which the Everbridge Mass Notification Service is actually provided to COUNTY. In the event CONTRACTOR believes any CONTRACTOR Technology is, or is likely to be the subject of an infringement claim, CONTRACTOR shall have the option, at its own expense, to: (i) to procure for COUNTY the right to continue using the Everbridge Mass Notification Service; (ii) replace same with a non-infringing service; (iii) modify such Everbridge Mass Notification Service so that it becomes noninfringing; or (iv) refund any fees paid to CONTRACTOR and terminate this Agreement without further liability. CONTRACTOR shall have no liability for any Claim arising out of (w) COUNTY Data or other COUNTY supplied content, (x) use of the Everbridge Mass Notification Service or Software (as defined on Attachment I) in combination with other products, equipment, software or data not supplied by CONTRACTOR, (y) any use, reproduction, 01' distribution of any release of the Everbridge Mass Notification Service or Software other than the most current release made available to COUNTY, or (z) any modification of the Everbridge Mass Notification Service or Software by any person other than CONTRACTOR.

IV. **LIABILITY**. The following language is hereby added as a new Section 8.2:

Neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, except for the indemnification obligations set forth in Section 8, in no event shall Contractor's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed five times (5X) amounts actually paid by COUNTY to CONTRACTOR hereunder during the 12-month period prior to the event giving rise to such liability.

V. **Records and Confidentiality.** Section 10 of the Agreement is hereby amended and restated to read in its entirety as follows:

10.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with 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 (as defined below) 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 Definition; Protection. As used herein, "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all CONTRACTOR Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority or subject to a public information request. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be CONTRACTOR's Confidential Information.

10.3 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; provided, however, that any data archived on backup tapes in the ordinary course of business shall not be returned, CONTRACTOR shall destroy this archived data as soon as it is feasible but not more than 18 months after the end of the agreement. CONTRACTOR may destroy the data by fully overwriting or destroying the tape. CONTRACTOR is required to submit to County notice indicating how the data was destroyed, date, time, and location.

10.4 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.

10.5 Access to and Audit of Records: Once per calendar year, upon 30 days written notice, County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to Services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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 (3) years after final payment under the AGREEMENT.

VI. **Additional SaaS Provisions.** The following language is hereby added as additional provisions specific to the nature of a SaaS-based engagement:

Users; Contacts. "Users" are individuals who are authorized by NMC from time to time to use the Services for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by NMC. Users may include employees and contractors of NMC or its Affiliates (as defined below). "Contacts" are individuals who NMC designates as authorized to receive notifications or other communications through the Services and/or who provide their personal contact information to CONTRACTOR, including through an opt-in portal. If applicable to the particular Service, the number of Users and/or Contacts that may be authorized by NMC is set forth on the Quote.

NMC Data. NMC shall retain all ownership rights in all Contact data and all electronic data NMC transmits to CONTRACTOR to or through the Services ("NMC Data"). NMC represents that it has the right to authorize and hereby does authorize CONTRACTOR to collect, store and process NMC Data subject to the terms of this Agreement. NMC shall maintain a copy of all Contact data it provides to CONTRACTOR.

Use of Services. NMC is responsible for all activity occurring under NMC's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with NMC's use of the Services, including its provision of NMC Data to CONTRACTOR. Where applicable, NMC shall obtain the required consent of Contacts to send communications through the Services. NMC shall use the Service in accordance with CONTRACTOR's then applicable Acceptable Use Policy posted on www.everbridge.com. NMC shall promptly notify CONTRACTOR of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement. NMC acknowledges that the Services are a passive conduit for the transmission of NMC Data, and CONTRACTOR has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any NMC Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Services by NMC, Users or Contacts.

Grant of License. Subject to the terms and conditions of this Agreement, CONTRACTOR hereby grants to NMC, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-~~sublicensable~~sub licensable right to use the Services.
License Restrictions. NMC shall use the Service solely for its internal business purposes. In particular, NMC's use of the Services shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. NMC shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Service available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Service; (iii) reverse engineer the Service; (iv) remove, obscure or alter any proprietary notices or labels on the Service or any materials made available by CONTRACTOR; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; or (vi) defeat or attempt to defeat any security mechanism of any Service.

Reservation of Rights. The Services (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "IP Rights"), whether conceived by CONTRACTOR alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of CONTRACTOR and its licensors and are protected by applicable intellectual property laws of the United States and other countries. CONTRACTOR owns (i) all feedback (except for the NMC Data) provided to CONTRACTOR by Users, NMC and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to NMC in this Agreement, all rights in and to the Services and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Services) are and shall remain solely owned by CONTRACTOR and its respective licensors. CONTRACTOR may use and provide Services and Professional Services to others that are similar to those provided to NMC hereunder, and CONTRACTOR may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Services or Professional Services to NMC, provided that, in each case, no NMC Data or NMC Confidential Information is disclosed thereby.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

Natividad Medical Center	**Everbridge, Inc.**
Gary R. Gray, DO, CEO	Signature of Chair, President or Vice-President
Date 1-23-18	**Phillip E. Huff V.P. Controller**
	Printed Name and Title
	1/17/2018
Approved as to Legal Provisions:	Date
Monterey County Deputy County Counsel	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
Date	**Daniel Hekler Assistant Secretary**
	Printed Name and Title
Approved as to Fiscal provisions:	**1/17/2018**
Monterey County Chief-Deputy Auditor-Controller	Date
1-26-18	Signature Instructions
Date	For 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 (two signatures required).

CMS Emergency Preparedness

Everbridge's CMS Emergency Preparedness solution is designed to help hospitals and health systems remain compliant with CMS regulations while being prepared for and rapidly responding to incidents ranging from natural disasters to chemical spills to mass casualty incidents, health systems need to be able to communicate and coordinate rapidly with many constituents about how to respond to the emergency.

Mass Notification and Incident Communications

Rapidly communicate with ALL staff with a single click of a button.

- Activate emergency response teams, notify executive leadership and impacted staff with a single click of a button.
- Automated communication workflows
- 100+ Multi-modal notification end-points

CMS Ready

Take an all-hazards approach to Emergency Preparedness with Everbridge/BU HEM CMS Readiness kit including

- Pre-built communication workflows for key emergencies: *Epidemic/pandemic, Biological, Chemical, Nuclear/radiological, Explosive-incendiary, Natural Disasters*
- Multiple language support for notifying different populations.
- Integrates to Everbridge Healthcare Coalition Network (*if available*)

Mobile Response

Response teams and hospital staff are increasingly mobile

- Mobile support for launching, monitoring, and receiving notifications on on-going incidents.
- Trigger notifications and display alerts based on keywords and users sending unsolicited ContactBridge messages

Administration and Adoption

- Everbridge Management Accounts – Up to 2 private user/contact organizations to support both production and test deployment of the solution.

- Member Self-Service Portal – Enable members/users to manage their own contact information directly.
- Contact Profile Data Management – Synchronize member (contact) profiles with your current systems of record. Supports additions, deletions, and updates for contact profile records (via sFTP or API).
- SAML 2.0 SSO Integration – Ease user adoption and maintain centralized control of user authentication with Everbridge's Single Sign-on solution.

Security & Reliability

- Network elasticity, failover, redundancy
- Remotely wipe mobile devices
- Security services & Encryption
- Open geo-coding layer management

Deployment and Adoption Services

	Up to 150 Beds	150-1,000 Beds	Over 1,000 Beds
Project Management – During onboarding, this service facilitates the development of a deployment/rollout plan, system design, and data management strategy. This includes building a project plan, status reports and coordinate check-in meetings.	2 hours	2 hours	8 hours
Implementation Specialist – During onboarding, access to an Implementation Specialist to deliver an Everbridge Orientation, gather requirements, establish use case testing criteria for the onsite engagement, and close out activities after the onsite event.	10 hours	10 hours	10 hours
Solution Consultant – During onboarding, remote, hands on configuration of the system including data and content loading. Development of a program for system readiness which includes gathering & defining requirements, establishing use case testing criteria, and training and testing activities.	12 hours remote support	28 hours onsite/remote support	36 hours onsite/remote support

*Hours are defined as up to amounts and are not to exceed.

The Professional Services rendered pursuant to this inclusion sheet shall be valid and usable for the lesser of twelve (12) months or the remainder of the then current term. Unless otherwise stated on the quote, travel and other related expenses will be billed separately.

	Up to 150 Beds	150-1,000 Beds	Over 1,000 Beds
On-going Support – A dedicated Account Manager who will conduct regular client check-ins and support including an annual Health Check Assessment. This also includes 24x7 customer support (phone, web, email) and access to Everbridge's Global Support/Operations Centers for redundant live support.	Included	Included	Included
Annual Health Check - The goal of the Customer Health Check service offering is to ensure Client is using the Everbridge Suite effectively. This is accomplished by: • Reviewing overall requirements and success criteria for the solution, including any new needs based on client growth/expansion, changing Client requirements, or new product capabilities. • Identifying, capturing, and sharing any key gaps, risks, and opportunities for improvement. • Refreshing Client staff on effective usage and management of the Everbridge Suite, including best practices.	Included	Included	Included

Introduced: 1/11/2024

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 service agreement between the County of Monterey and Close Grover Medical Corporation for the provision of technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program retroactive to March 1, 2023, through April 15, 2024, for an amount not to exceed $61,497 contingent on availability of grant funds; and
b. Authorize the Director of Health Services or designee to execute up to three (3) future amendments to this Agreement where each amendment does not exceed 10% ($6,149) of the original Agreement amount and does not significantly alter the scope of the services.
c. Approve and authorize the Director of Health Services or designee to execute a Business Associate Agreement (BAA) between the County of Monterey and Close Grover Medical Corporation to comply with privacy and protection of patient health information shared with Close Grover Medical Corporation during the provision of technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program retroactive to March 1, 2023, to February 28, 2027.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a service agreement between the County of Monterey and Close Grover Medical Corporation for the provision of technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program retroactive to March 1, 2023, through April 15, 2024, for an amount not to exceed $61,497 contingent on availability of grant funds; and
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SUMMARY/DISCUSSION:
Pursuant to California Health and Safety Code, Section 1797 et seq., the County of Monterey EMS

Agency is responsible for EMS system coordination, medical oversight, and coordination of the delivery of EMS by provider organizations in Monterey County.

In 2022, the County of Monterey EMS Agency entered into a three-county collaborative with the County of Santa Cruz and the County of San Benito to support the ongoing efforts to address substance use disorder (SUD) as a treatable emergency condition. Through the Buprenorphine program, paramedics responding to medical emergency calls will be able to identify and treat patients who may benefit from medication-assisted treatment (MAT).

In 2023, the Department of Health Care Services (DHCS) informed the three counties of funding available for this program. The total grant amount of $375,000 was allocated among the participating three counties based on population percentage. This grant will support overall program and grant management costs related to the administration of buprenorphine to patients in opioid withdrawal or following a near-fatal opioid overdose and linking these patients to needed services.
Dr. Reb Close, of Close Grover Medical Corporation, has an expanded knowledge and expertise in addressing the opioid epidemic in the County of Monterey, Santa Cruz, and San Benito, thus she possesses intimate knowledge of the Buprenorphine program in the three counties. She is currently the Clinical Champion and Implementation Leader for the California Bridge Project. Santa Cruz and San Benito Counties are already in the process of contracting with Dr. Close to provide the services needed. Having a single physician act as the Chief SUN will provide the program the consistency it needs.

EMS is seeking approval retroactive to March 1, 2023, because the grant award documents were not received until August 2023. It took time to meet with the grantor to clarify grant requirements before the subcontract agreement could be approved by the Board. Without the subcontract agreement being fully executed, the EMS Agency could not begin to execute an agreement with Close Grover Medical Corporation. The BAA is needed to comply with privacy and protection of patient health information shared with Close Grover Medical Corporation during the provision of technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program. Given that the services provided by Close Grover Medical Corporation will continue after the term of the grant, the BAA must remain in place after the term of the grant.

This work supports the Monterey County Health Department 2018-2024 Strategic Plan Goal 2 (Enhance public health and safety through prevention) and Goal 4 (Engage Health Department workforce and improve operational functions to meet current and developing population health needs). It also supports the following of the ten essential public health services, specifically, (Monitor health status to identify and solve community health problems; Mobilize community partnerships and action to identify and solve health problems; and Link people to needed personal health services and assure the provision of health care when otherwise unavailable).

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved the Agreement as to legal form. Auditor-Controller has reviewed and approved the Agreement as to fiscal provisions.

FINANCING:

There are no General Fund Impacts resulting from this Board action. There are sufficient appropriations and revenues in FY 2024 adopted budget 001-4000-8109-HEA006. The County of Monterey will compensate vendor from the Public Health Institute.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Teresa Rios, EMS Director, 783-7082

Approved by:

_____

Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Service Agreement is on file with the Clerk of the Board

Business Associate Agreement on file with the Clerk of the Board

DocuSign Envelope ID: 0B6DF769-6B2F-46C6-87BF-39DCFBED2FDF

Introduced: 1/11/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Teresa Rios, EMS Director, 783-7082

Approved by:

DocuSigned by:
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1/19/2024 | 2:11 PM PST

Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Service Agreement is on file with the Clerk of the Board

Business Associate Agreement on file with the Clerk of the Board

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Close Grover Medical 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: technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program.

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: **$**61,497.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from March 1, 2023 **to** April 15, 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: Workers' Compensation Insurance Waiver

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

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

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☑ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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

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

9.04 Other Requirements:

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

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

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

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

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

14.0 INDEPENDENT CONTRACTOR:

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

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Teresa Rios, EMS Director	Dr. Reb JH Close, President
Name and Title	Name and Title
1441 Schilling Place, Salinas, CA 93901	P.O. Box 2101, Monterey, CA 93942
Address	Address
831-755-5013	831-682-5008
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

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

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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 Wilson 7B7471937AA0D41B...
Contracts/Purchasing Officer

Date: 1/9/2024 | 2:51 PM PST

By:
Department Head (if applicable)

Date:

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

By: DocuSigned by: Susan Blitch 9A4AB9A569374C3...
Office of the County Counsel

Date: 1/8/2024 | 10:56 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 1/8/2024 | 5:00 PM PST

By: DocuSigned by: David Bolton 68FDC263FF6243C...
Risk Management

Date: 1/8/2024 | 11:03 AM PST

CONTRACTOR

Close Grover Medical Corporation
Contractor/Business Name *

By: DocuSigned by: Reb Close
(Signature of Chair, President, or Vice-President)

President
Name and Title

Date: 12/19/2023 | 5:26 PM MST

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

EXHIBIT A
To Agreement by and between
Monterey County, hereinafter referred to as "County"
AND
Close Grover Medical Corporation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and do all things necessary for or incidental to the performance of work, as set forth below:

- CONTRACTOR shall perform as subject matter expert (SME) and attend meetings, as needed, during the development and implementation of the Buprenorphine Program.
- Upon implementation, CONTRACTOR shall function as the Chief Substance Use Navigator (SUN) for the County of Monterey's Buprenorphine Program.
- CONTRACTOR shall provide technical medical expertise to EMS providers and SUNs at Salinas Valley Health (SVH), Natividad, Community Hospital of Monterey Peninsula (CHOMP), and Mee Memorial Hospital (Mee).
- CONTRACTOR shall act as the central coordination point for EMS providers, SUNs at SVH, Natividad, CHOMP, and Mee, treatment programs in the region, and patients.
- CONTRACTOR shall provide resources to collaborating partners to connect patients with peer support specialists.
- To ensure continuum of care,
    - For patients who go to the hospital (Emergency Department (ED) or inpatient), CONTRACTOR shall be available to treating team to answer questions about the Buprenorphine program and to discuss proposed treatment pathways.
    - For patients who are released against medical advice (AMA), CONTRACTOR shall coordinate with hospital SUNs to reach out to patient for further follow up and provision of resources and referrals.
    - For patients who are arrested and detained in the County jail, CONTRACTOR shall establish communication with the jail's medical staff to discuss specific patient needs.

EXHIBIT A
To Agreement by and between
Monterey County, hereinafter referred to as "County"
AND
Close Grover Medical Corporation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

- CONTRACTOR shall lead the monthly EMSBUP Quality Improvement (QI) Committee and review each buprenorphine case with the hospital SUNs.

- CONTRACTOR shall facilitate the EMSBUP Community Consortium.

- CONTRACTOR shall attend the EMSBUP Learning Collaborative hosted by Public Health Institute (PHI)/CA Bridge.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

The services under this agreement are being funded by a grant. County shall pay an amount not to exceed $4,561.59 per month for the months of March 2023 to March 2024 and $2,096.32 for the period from April 1, 2024 to April 15, 2024 for a total contract amount not to exceed **$61,497** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work contingent on the availability of grant funding.

B.2 CONTRACTORS BILLING PROCEDURES

CONTRACTOR shall invoice County each month for services rendered for the previous month. Final invoice for the month of April 2024 shall be submitted by April 30, 2024.

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.

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.

EXHIBIT B

WORKERS' COMPENSATION INSURANCE WAIVER

Workers' compensation coverage requirement is waived. Contractor certifies they do not have any employees and are exempt from carrying Workers' Compensation insurance. If Contractor hires any employees under the terms of this agreement, they agree to provide proof of Workers' Compensation insurance to County within 15 days."

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective March 1, 2023 ("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 Close Grover Medical Corporation ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

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(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

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(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

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or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

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4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

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5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Close Grover Medical Corporation
Attn: Dr. Reb JH Close, President

Phone: 831-682-5008
Fax: N/A
Email: Reb.Close@gmail.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@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 **Counterparts; Facsimiles**. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 **Relationship of Parties**. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 **Choice of Law; Interpretation**. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

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5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than $10,000,000 per claim and in the aggregate. 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.

DocuSign Envelope ID: 8ADE1D79-4F54-467A-B6AD-5FADBDE5D75A

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.

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: Reb Close 8F33B66901A9416...	By:
Print Name Dr.Reb JH Close	Print Name: Elsa Jimenez
Print Title President	Print Title: Health Director
Date: 12/19/2023 | 6:21 AM MST	Date:

Introduced: 1/11/2024

Current Status: Health Department - Consent

Version: 1

Matter Type: General Agenda Item

a. Accept a one-time grant allocation payment of $1,500,000 from the California Department of Health Care Services (DHCS) for capital improvements to the County of Monterey Clinic at Marina, authorized by Assembly Bill 102 (Statutes of 2023) and Executive Order (EO 23/24-78), and appropriated from the State General Fund through Control Section 19.566, as a targeted legislative priority of the State Annual Budget Year 2023-24.
b. Approve and authorize the execution by the Director of Health Services or designee of the Legislative Priorities Control Sections 19.565 Vendor Self Certification, acknowledging the County's receipt of the Control Section 19.566 one-time grant allocation payment of $1,500,000.

RECOMMENDATION:

a. Accept a one-time grant allocation payment of $1,500,000 from the California Department of Health Care Services (DHCS) for capital improvements to the County of Monterey Clinic at Marina, authorized by Assembly Bill 102 (Statutes of 2023) and Executive Order (EO 23/24-78), and appropriated from the State General Fund through Control Section 19.566, as a targeted legislative priority of the State Annual Budget Year 2023-24.
b. Approve and authorize the execution by the Director of Health Services or designee of the Legislative Priorities Control Sections 19.565 Vendor Self Certification, acknowledging the County's receipt of the Control Section 19.566 one-time grant allocation payment of $1,500,000.

SUMMARY/DISCUSSION:

The Health Department Clinic Services Bureau (Clinic Services) operates ten community clinic sites designated as Federally Qualified Health Centers (FQHCs) which provide preventive, primary, and specialty medical care services.

The Department of Health Care Services released a one-time allocation payment to County of Monterey as per State of California Executive Order (EO 23/24-78) Section 19.565. The allocated funds will be applied to capital improvements planned for the County of Monterey Clinic at Marina and include constructing a 14,000 sq. ft. comprehensive primary care and dental clinic with expanded general family practice, pediatric, obstetrics/gynecology, dental services, and mental health services for Medi-Cal and uninsured residents and dental services for underserved/unserved veteran residents.

Approval of the recommended action will allow the Health Department's Director of Health Services to sign the use of funds certification letter required by DHCS, and have the allocated payment released to County of Monterey Health Department.

This work supports one of the County of Monterey Health Department's 2018-2024 Strategic Plan Goal(s): 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services; and 4) Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports one or more of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provision of health care when otherwise unavailable, and 8) Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:
County Counsel and Auditor-Controller have reviewed and agree with the recommended action.

FINANCING:
The $1,500,000 payment amount to County of Monterey Health Department is part of the funding designated to Assembly District 30 in the 2023-2024 State Budget. This one-time payment will be deposited into BSA 3120 and be drawn down as eligible expenses are incurred.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Prisca Segovia, Management Analyst II, 755-4939

Approved by:

_____Date_____

Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Vendor Self Certification Letter

DocuSign Envelope ID: D6711476-B45C-4A7F-A2AC-BDD8CA007B17

Introduced: 1/11/2024
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Accept a one-time grant allocation payment of $1,500,000 from the California Department of Health Care Services (DHCS) for capital improvements to the County of Monterey Clinic at Marina, authorized by Assembly Bill 102 (Statutes of 2023) and Executive Order (EO 23/24-78), and appropriated from the State General Fund through Control Section 19.566, as a targeted legislative priority of the State Annual Budget Year 2023-24.
b. Approve and authorize the execution by the Director of Health Services or designee of the Legislative Priorities Control Sections 19.565 Vendor Self Certification, acknowledging the County's receipt of the Control Section 19.566 one-time grant allocation payment of $1,500,000.

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Approval of the recommended action will allow the Health Department’s Director of Health Services to sign the use of funds certification letter required by DHCS, and have the allocated

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OTHER AGENCY INVOLVEMENT:
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FINANCING:
The $1,500,000 payment amount to County of Monterey Health Department is part of the funding designated to Assembly District 30 in the 2023-2024 State Budget. This one-time payment will be deposited into BSA 3120 and be drawn down as eligible expenses are incurred.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

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☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Prisca Segovia, Management Analyst II, 755-4939

Approved by:

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DocuSigned by:
C7A30BA59CA8423...

Date 1/12/2024 | 1:57 PM PST

Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Vendor Self Certification Letter

DHCS Department of Health Care Services

Legislative Priorities
Control Sections 19.565
Vendor Self Certification

Vendor Name: **County of Monterey Health Department**

Funding Amount: $1,500,000

County of Monterey Health Department is receiving the amount appropriated from the General Fund pursuant to the control section 19.565 legislative priorities. The funding authority is identified in Assembly Bill 102 (Statutes of 2023) and Executive Order (EO 23/24-78) is applicable. Your signature at the bottom certifies that the funds will be used for the County of Monterey Clinic at Marina. Construct a 14,000 sq. ft. comprehensive primary care and dental clinic with expanded general family practice, pediatric, obstetrics/gynecology, dental services, and mental health services for Medi-Cal and uninsured residents and dental services for underserved/unserved veteran residents.

_____ _____
Vendor Signature Date

_____
Name/Title

Please provide warrant remittance address:

_____

_____

DHCS Use Only			
FI$Cal Accounting Information			
Amount for this line: $ 1,500,000			
ENY:	2023-2024	Account/Alt Account:	5442000/5442000000
Fund:	0001	Service Location:	55319
Appropriation Reference:	1014	Project:	N/A
Reporting Structure:	4260RB0B	Activity:	N/A

_____ _____ _____
DHCS Approving Signature Date Name/Title

Please email this self-certification letter to: SupportClaim@dhcs.ca.gov

Introduced: 1/18/2024

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Accept three Grant Awards of $333,278; $227,941; and $266,452 respectively for $827,672 in total from The California Department of Health Care Services (DHCS) for the continued implementation of an in-house Mentored Internship Program ("MIP"), to assist in the treatment and recovery of patients with substance use disorders or co-occurring disorders and to support statewide expansion of California's behavioral health workforce; and
b. Approve and authorize the Director of Health Services or designee to execute Subcontract Agreements, ID No. 7438-BHWD-MONTEREY - (MIPRD2)-01G (MIPMOB1); ID No. 7438-BHWD-MONTEREY - (MIPRD2)-02G (MIPMOB2); ID No. 7438-BHWD-MONTEREY - (MIPRD2)-03G (MIPMOB3) between the County of Monterey ("County") and Advocates for Human Potential, Inc. ("AHP"), the administrative entity for the MIP, for professional services to be performed by County as an AHP subcontractor, for a retroactive term of October 1, 2023 through December 31, 2024, in the amount of $827,672; and
c. Approve and authorize the Director of Health Services or designee to approve up to three (3) future amendments that do not exceed 10% of the original Subcontract Agreement amount ($82,767) and do not significantly change the scope of services.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Accept three Grant Awards of $333,278; $227,941; and $266,452 respectively for $827,672 in total from The California Department of Health Care Services (DHCS) for the continued implementation of an in-house Mentored Internship Program ("MIP"), to assist in the treatment and recovery of patients with substance use disorders or co-occurring disorders and to support statewide expansion of California's behavioral health workforce; and
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c. Approve and authorize the Director of Health Services or designee to approve up to three (3) future amendments that do not exceed 10% of the original Subcontract Agreement amount ($82,767) and do not significantly change the scope of services.

SUMMARY/DISCUSSION:

The California Department of Health Care Services (DHCS) Behavioral Health Workforce Development (BHWD) established a grant for Mentored Internship Program (MIP) to develop and implement an in-house MIP to assist in building a workforce to ensure well-prepared diverse providers are available to deliver high-quality services to members of the community.

The County of Monterey Health Department was awarded a Round 1 award on March 10, 2022, for a total amount of $1,193,550 to start the in-house MIP program in Salinas, Marina, and King City. On May 26, 2023, the County of Monterey Health Department received a preliminary funding notice for a Round 2 of awards due to the organization's continued participation in the MIP project.

On September 22, 2023, the County of Monterey Health Department received an official Round 2 award notice. The period of performance was stated to be October 1, 2023 through December 31, 2024. Funding would again be administered through a contract with Advocates for Human Potential, Inc. (AHP). AHP issued its agreement and modifications, with County as subcontractor, on December 14, 2023, with a retroactive term of October 1, 2023 through December 31, 2024. At the request of the contractor, the contract term cannot be changed.

The Monterey County Behavioral Health Bureau ("MCBH") is excited to continue the program to provide mentoring to students who could one day join the MCBH workforce and provide behavioral health services. Approval of the recommended action will allow MCBH to receive the second round of funding and meet the need for quality services and behavioral health care access for our community.

This work supports one of the County of Monterey Health Department's 2018-2024 Strategic Plan Goal(s): 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services and 4. Engage MCHD workforce and improve operational functions to meet current and developing population health needs; and supports one of the ten essential public health services, specifically: 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel reviewed and approved as to form. Auditor-Controller reviewed and approved as to financial terms.

FINANCING:

This Agreement is funded by DHCS Grant funds. The funds for this Agreement are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) Fiscal Year (FY) 2023-24 Adopted Budget. The funds for FY 2024-25 will be included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) Proposed Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy

economy.

☒ Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency.

☒ Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

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☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses, and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Ashley Schafer, Management Analyst II, 755-4924

Approved by:

_____Date:_____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Subcontract Agreement, ID No. 7438-BHWD-MONTEREY - (MIPRD2)-01G (MIPMOB1) and County of Monterey Signature Page
Subcontract Agreement, ID No. 7438-BHWD-MONTEREY - (MIPRD2)-02G (MIPMOB2) and County of Monterey Signature Page
Subcontract Agreement, ID No. 7438-BHWD-MONTEREY - (MIPRD2)-03G (MIPMOB3) and County of Monterey Signature Page

DocuSign Envelope ID: 20DC1EBC-BAB0-4825-B510-253404181C97

Introduced: 1/18/2024

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Accept three Grant Awards of $333,278; $227,941; and $266,452 respectively for $827,672 in total from The California Department of Health Care Services (DHCS) for the continued implementation of an in-house Mentored Internship Program ("MIP"), to assist in the treatment and recovery of patients with substance use disorders or co-occurring disorders and to support statewide expansion of California's behavioral health workforce; and
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DocuSign Envelope ID: 20DC1EBC-BAB0-4825-B510-253404181C97

SUMMARY/DISCUSSION:

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OTHER AGENCY INVOLVEMENT:

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FINANCING:

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

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economy.

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Prepared by: Ashley Schafer, Management Analyst II, 755-4924

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date: 1/22/2024 | 10:21 AM PST

Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
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DocuSign Envelope ID: BA0550E3-3532-42B9-89B1-1348C30DD463

SUBCONTRACT AGREEMENT

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SUMMARY COVER SHEET

Subcontract ID:	**7438-BHWD-MONTEREY- (MIPR2)-01G (MIPMOB1)**
Subcontract Effective Date:	**October 1, 2023**
Contractor:	**ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)** 490-B Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 **AHP Contracting Officer:** Charles Galland, General Counsel Tel: 978-261-1425 (o)/ cgalland@ahpnet.com **AHP Project Director:** Tara Fischer Tel: 978-261-1463 (o)/ tfischer@ahpnet.com **AHP Direct Staff Contact:** Tara Fischer Tel: 978-261-1463 (o)/ tfischer@ahpnet.com
Subcontractor:	**MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU (MONTEREY)** **ATTN: Elsa Mendoza Jimenez, Director of Health Services** 1000 South Main Street, Suite 210-B, Salinas, CA 93901 Email address: jimenezem@co.monterey.ca.us
Prime Contract Identification:	**Client: California Department of Health Care Services** **Agreement No.: 22-20574** **Contract Title:** *"California Behavioral Health Workforce Development (CA BHWD)"*
Subcontract Type:	Deliverable Based Type Contract
Period of Performance:	**October 1, 2023 through December 31, 2024**
Consideration/Budget:	Professional Services NTE **$333,278.04**
Billing Terms:	Quarterly Invoicing, as per Attachment E: Payment Schedule
Payment Terms:	Payment remitted ten (10) business days after receipt of undisputed invoice.

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SUBCONTRACT AGREEMENT

7438-BHWD-MONTEREY- (MIPR2)-01G (MIPMOB1)

This Subcontract is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.,** with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, ("**AHP**" or the "Contractor"), and **MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU,** with offices at **1000 South Main Street, Suite 210-B, Salinas, CA 93901** ("**MONTEREY**" or "Subcontractor").

WITNESSETH:

WHEREAS, AHP desires to obtain the Subcontractor's services to support statewide expansion of California's Behavioral Health Workforce, with regard to the CA DHCS "*Behavioral Health Workforce Development (BHWD)" Project No.*: 22-20574 (hereinafter the "DHCS Contract") under Subcontract ID: **7438-BHWD-MONTEREY-(MIPR2)-01G (MIPMOB1),** hereinafter the "Subcontract," and the Subcontractor desires to assist AHP in its business by performing such services;

NOW, THEREFORE, based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

This Subcontract, and its Attachments, ("Agreement") constitutes the entire agreement and understanding between the parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.

By: _____

CHARLES GALLAND, GENERAL COUNSEL

Date: _____

MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature of Authorized Entity Representative

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

*(THE FOLLOWING PAGE IS FOR SUBCONTRACTOR'S USE/CONVENIENCE WHEN ADDITIONAL SIGNATURES/APPROVALS/STAMPS ARE REQUIRED **INTERNALLY**)*

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MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

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SECTION 1: PRIVITY OF CONTRACT

This Agreement is funded in whole or in part with funds from AHP's client, State of CA Department of Health Care Services ("DHCS" or "Client") which includes DHCS' Behavioral Health Response and Rescue Project (BHRRP), which is funded by supplemental grants to the Substance Abuse Prevention and Treatment Block Grant and the Community Mental Health Services Block Grant, awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). This project additionally supports the Medi-Cal Peer Support Specialist Certification program, as well as peer-run organization start-up activities, and behavioral health workforce recruitment and retention. Opioid-Settlement Funds will be utilized for the implementation of continued efforts by non-profit Behavioral Health (BH) providers, tribal organizations, and county-operated providers to reduce the risk of opioid use disorder and increase substance use disorder (SUD) workforce through trainings, internships, and retention strategies.

Neither the Client (nor the US Government), nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontract. No privity between the Client, (or the US Government), and Subcontractor is established by this Agreement.

Except as authorized by AHP, Subcontractor shall not communicate with the Client/US Government regarding any matter which is within the scope of AHP's responsibility under the DHCS Contract (the "Prime Contract"), or regarding matters within the scope of this Agreement. In addition, Subcontractor shall not communicate with the Client/US Government regarding any matter of dispute with AHP, which shall be resolved strictly through the Disputes provisions of this Subcontract.

SECTION 2: NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Based** type Agreement. Subcontractor's accounting system must be capable of allocating and segregating costs applicable to this Subcontract.

2.2 Funding

All amounts under this Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to AHP, and Subcontractor shall perform the work within the funding allocations/budget, specified in **Attachment E.**

This Agreement is entered into, and the obligation of funds is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to this Agreement, or should the scope of the work, or Statement of Work be redirected by the Client or AHP so as to affect the work envisioned to be subcontracted, AHP shall have the right to renegotiate this Agreement or to effect a termination (at its discretion) pursuant to the termination section of this Agreement.

2.3 This Agreement hereby incorporates by reference the California Department of Health Care Services (DHCS) Request for Applications (RFA), entitled: Behavioral Health (BH) Mentored Internship Program (MIP), Round 2, together with the Notice of Award from DHCS Behavioral Health Workforce Development. Funding is based upon the Subcontractor's commitment to use MIP, Round 2 funds in accordance with the

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purpose specified in the MIP, Round 2 Request for Applications (RFA).

Total funds currently available for payment and allotted to this Agreement are **Three Hundred Thirty-Three Thousand, Two Hundred Seventy-Eight Dollars and Four Cents ($333,278.04).**

SECTION 3: SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **October 1, 2023 through December 31, 2024**, unless sooner terminated in accordance with the terms of this Agreement. Any extensions to the period of performance will be supported by a written modification to this Subcontract, and any changes or additions to the Statement of Work/deliverables/days of performance shall be determined at that time.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work, it shall, within five (5) business days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director of the items as described in the Statement of Work (SOW). All deliverables shall be submitted as directed by the Project Director. In no event shall Subcontractor submit a deliverable directly to the Client/US Government, unless specifically directed to do so in writing by the Project Director or his/her designee.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com

3.4 Inspection and Acceptance

(a) Inspection and acceptance of work will be made by the AHP Project Director, or his/her duly authorized representative. The responsibilities of the AHP Project Director includes continuous monitoring of Subcontractor's performance and providing technical inspection and acceptance as required under the Prime Contract.

(b) Inspection and acceptance will be performed at Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, or at such other place(s) as AHP may designate in writing.

(c) Subcontractor shall tender for acceptance those items that conform to the requirements of this Agreement. AHP reserves the right to inspect or test any supplies or services tendered under this Agreement, to the extent practicable at all reasonable

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places and times. The Client and/or SAMHSA also has the right to inspect and evaluate the work performed or being performed under this Agreement. Inspections and tests will be performed in a manner that will not unduly delay the work. AHP may require repair or replacement of non-conforming supplies or re-performance of nonconforming services at no increase in contract price. Upon submission, AHP shall have ten (10) business days to inspect Subcontractor's work. Should AHP and/or Client find the material unsatisfactory, AHP shall notify Subcontractor of the defects within the 10-day period. Subcontractor shall have ten (10) business days to cure said defects associated with Subcontractor's work/product. If inspection or evaluation is to be performed on the premises of Subcontractor or its lower-tier subcontractor(s), Subcontractor shall furnish (and require its subcontractors to furnish) all reasonable facilities and assistance for the safety and convenience of these duties. Any inspection or review undertaken by AHP and/or the Client is solely for the purpose of determining whether the Subcontractor is properly discharging its obligations under this Agreement and should not be relied upon by the Subcontractor or by any third parties as a warranty or representation by AHP and/or the Client as to the quality of the supplies or services.

SECTION 4: STATEMENT OF WORK

(a) Independently, and not as an agent of AHP, the Client, or the US Government, Subcontractor shall furnish to AHP all the services, qualified personnel, material, equipment, and facilities, not otherwise provided by AHP or the Client, as needed to perform the Statement of Work in **Attachment D.**

(b) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are met. The work shall be performed in accordance with high standards of professional skill, and upon delivery and acceptance of the deliverables, AHP shall pay the Subcontractor in accordance with the payment provisions of this Agreement.

SECTION 5: SUBCONTRACTOR TRAVEL

(a) Travel ☒ is ☐ is not authorized under this Agreement.

(b) If travel is authorized above, refer to Travel Reimbursement Information in *Attachment B-Special Subcontract Requirements*.

SECTION 6: CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives

(a) The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this contract, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com /(978) 443-0055 x425

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(b) The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

Tara Fischer, Project Director
Advocates for Human Potential, Inc.
978-261-1463
tfischer@ahpnet.com

6.2 Subcontractor Representatives

(a) The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

_____
Name/Title

_____
Email/phone

(b) The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

_____
Name/Title

_____
Email/phone

6.3 Compensation, Billing Instructions, and Payment

(a) This is a Deliverable Based type Agreement. Subcontractor shall be reimbursed in accordance with **Attachment E**. In addition, all Subcontractor costs are subject to allowability, reasonableness, and any restrictions contained in the Prime Contract, and/or under the Federal Acquisition Regulation ("FAR") if specified.

(b) Invoices may be submitted quarterly or as set forth in the SOW, as per payment schedule and shall provide sufficient detail, including at least the following information on each invoice:

i. Subcontractor's name
ii. Subcontractor's TIN/EIN
iii. Subcontract Agreement ID: **7438-BHWD-MONTEREY- (MIPR2)-01G (MIPMOB1)**
iv. Invoice No.
v. Invoice date

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vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the Statement of Work attached**

vii. Amount Due on the Invoice.

viii. Other substantiating documentation or information as AHP may request

ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the parties."

x. Name/title/telephone number of the person to contact in case of questions about the invoice

xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

(c) The cost of overnight or courier delivery of invoices is not allowed.

(d) Invoices shall be sent electronically to: AP2@AHPNET.COM **.** Upon receipt of an Invoice, proper in form, and accepted and approved by AHP ***(approval of the Invoice shall mean that AHP's Project Director has reviewed, accepted, and signed the Invoice)***, payment shall be remitted via wire transfer or other electronic transmission to an account or accounts designated by Subcontractor in writing, or via First Class Mail, within ten (10) business days after receipt of undisputed invoice. When requested, AHP will inform Subcontractor whether or not a specific Subcontractor invoice has been paid, or when AHP reasonably expects the Client to pay the Subcontractor invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

(e) Subcontractor's right to payment shall be contingent upon the Project Director's review of the deliverables, along with reasonable site inspections or other inspections as may be permitted under this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the Statement of Work in **Attachment D.** Should Subcontractor's lack of satisfactory performance endanger AHP's successful prosecution of its Prime contract responsibilities, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in ten (10) days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Agreement immediately upon written notice.

(f) Supporting Documentation: Subcontractor shall provide supporting documentation for invoices as AHP may request, or as may be necessary for compliance with AHP's billing to the Client.

(g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment D, "Statement of Work,"** the Subcontractor shall provide the deliverable(s) specified within the period of performance of this Agreement. If at the end of the period of performance, the Subcontractor has not completed the deliverable(s), the funding may be reduced. In the event that the term of this Agreement expires before the Subcontractor has provided the deliverable(s), AHP shall have the right to extend the term of the Agreement to the extent necessary to permit the Subcontractor to provide the deliverable(s) specified.

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6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement, and Subcontractor will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," “Assignment of Refunds,” and/or other closeout documents as AHP may require or reasonably request. Payment of the invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, as per 6.3(g), and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract.

6.5 Key Personnel (Not applicable)

Subcontractor shall provide the skilled personnel and management necessary to meet the requirements of the Statement of Work. AHP’s Project Director shall have right to disapprove all personnel proposed by Subcontractor to perform under this Agreement. Other than personnel set forth below, prior to staffing any future key positions, Subcontractor, if so directed by the Project Director, shall submit the names below, and provide any other requested data for the proposed key personnel to the Project Director. Should Project Director deem any individuals who have been submitted as unacceptable, Subcontractor shall immediately remove any personnel deemed unacceptable from the assignment and replace them with an individual of acceptable qualifications, subject to the same submission requirement and right of disapproval above. Subcontractor shall bear all costs associated with such removal and replacement.

Key personnel essential to the work being performed is/are: *Not applicable for this Subcontract.*

No removals, replacements, or diversions of key personnel shall be made without the written consent of AHP’s Project Director.

SECTION 7: CHANGES AND MODIFICATIONS

(a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, extension or carry forward of deliverables/equipment into other quarters, or quantity of services to be performed.

(b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon agreement of a revised price, a modification will be issued. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt.

(c) Failure to agree to any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of the Clause of this Agreement entitled "Disputes." Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

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(d) AHP and/or DHCS may collect additional applicant documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the applicant verbally, by fax, email, or in writing of any documentation that is required and the submission timeline. Failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.

SECTION 8: CONFIDENTIAL INFORMATION

(a) *Non-Disclosure of Confidential (Proprietary) Information:* During the term of this Agreement, Subcontractor and its employees, consultants and/or lower tiered subcontractors, may receive or have access to data and information that is proprietary to AHP and/or DHCS, including the identity of AHP and/or DHCS clients or grantees. All such data and information made available to, disclosed to, or otherwise made known to Subcontractor, its employees, consultants and/or lower tiered subcontractors as a result of services under this Agreement shall be considered and kept confidential by the Subcontractor, and may be used only for purposes of performing the obligations hereunder. Subcontractor, its employees, consultants and/or lower tiered subcontractors shall not reveal, publish or otherwise disclose such information to any third party without the prior written consent of AHP. Subcontractor shall take all reasonable precautions to prevent any other person with whom it is or may become associated from acquiring confidential proprietary information at any time. Disclosure of the information is for purposes of completing performance under this Agreement, and shall in no way be construed to grant any rights to otherwise use this information, nor shall Subcontractor take action to obtain licenses, patents, trademarks, copyrights, or other rights to said information. Upon the expiration or earlier termination of this Agreement, or at any time that AHP so instructs, Subcontractor agrees to deliver to AHP all proprietary information supplied and delivered, (including all copies, materials, print and electronic, collected and created by Subcontractor in performance of services for AHP), and Subcontractor shall make no further use or utilization of the information. The foregoing obligations shall not apply to information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Subcontractor; (b) becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual, or fiduciary agreement to a third party; (c) Subcontractor develops independently without use of AHP's or DHCS' Confidential Information, as demonstrated by written records and evidence; or (d) is required by law to be disclosed, provided Subcontractor notifies AHP promptly and gives AHP an opportunity to seek an appropriate protective order. These obligations of confidentiality and non-disclosure shall be flowed down to consultants and/or lower tiered subcontractors, and shall survive the termination of this Agreement.

(b) Notwithstanding the above, Subcontractor recognizes and acknowledges that DHCS is a public entity subject to the Public Records Act and information submitted by Subcontractor to AHP as the agent for DHCS or directly to DHCS may be subject to public disclosure and Subcontractor has no right to assume that such information will be kept confidential.

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(c) *Personally Identifiable Information:* Subcontractor shall, and shall ensure that each of its subcontractors, if applicable, shall, maintain reasonable security of all personally identifiable information (including but not limited to personal health information), and comply with all applicable legal requirements relating to such information, including requirements relating to safeguarding, storing, transmitting, sharing, and destroying such information, and breach notification requirements.

Subcontractor shall not, and shall ensure that each of its subcontractors shall not, share personally identifiable information (including but not limited to personal health information) (excluding the personally identifiable information of Subcontractor's (or its subcontractors') directors, officers, employees, agents, affiliates, and designees, in connection with Subcontractor's performance under this Agreement).

SECTION 9: INTELLECTUAL PROPERTY (Intentionally Omitted)

SECTION 10: TERMINATION FOR CAUSE

(a) AHP, or at the direction of the Client, may terminate this Agreement if Subcontractor fails to comply with any terms, conditions, requirements, failure of achievement in any or all deliverables, satisfactory performance, or provisions of the Agreement. AHP shall notify Subcontractor in writing of its failure to comply. Should Subcontractor not remedy such failure within ten (10) business days (Remedy Period), this Agreement may be terminated. Upon notification, or any time during the Remedy Period, Subcontractor may request additional time in order to cure the default and so long as Subcontractor is working in good faith and Client approves, the cure period may be extended to at least thirty (30) business days.

(b) In the event that this Agreement is terminated for cause pursuant to Paragraph (a) above, then neither the Client nor AHP shall be liable for any work that is not performed in accordance with the Subcontract. The Client through AHP will pay the Subcontractor for work that has been performed in accordance with this Subcontract, and the Subcontractor shall transfer to the Client or AHP all work that has been completed and paid for under this Agreement.

(c) This Agreement may be terminated immediately upon notification by either party following a material breach of this Agreement.

(d) This Agreement may be terminated immediately upon receipt of notice (or knowledge) that the Subcontractor has filed for Bankruptcy.

SECTION 11: POLICIES AND CODES

11.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement.

11.2 AHP may perform inspections, review procedures, documents pertaining to the Statement of Work and other elements of this Agreement, perform onsite visits, desk reviews in order to ensure Subcontractor's compliance with 11.1 and 11.2 as well as protect against fraud, waste, and abuse.

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11.3 In the event Subcontractor does not comply with 11.1 and 11.2 above, AHP shall have all rights set forth in Section 10.

SECTION 12: DATA COLLECTION AND PERFORMANCE

12.1 Subcontractor is subject to data collection and reporting requirements, which will be set forth by DHCS and conveyed to Subcontractor by AHP.

12.2 Monitoring and Site Inspection

a. The Subcontractor shall be subject to monitoring by AHP for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's services, procedures, books, and records and site inspections, as AHP deems appropriate. AHP may conduct monitoring activities at any time during the Subcontractor's normal business hours.

b. AHP shall conduct a review of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of grant funds.

c. The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this section constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

SECTION 13: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, ("OCI") as defined in FAR Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

SECTION 14: INSURANCE

(a) Subcontractor shall continuously maintain for the duration of this Agreement, the following insurance at, or in excess of, the limits detailed below:

• Worker's compensation and employer's liability insurance as required by the law(s) of the state or province where the work is performed.

• Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

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- Subcontractor must furnish to AHP a Certificate of Insurance stating that commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor. The commercial general liability insurance policy shall cover for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.
- Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this Agreement, and property insurance sufficient to cover the cost of any AHP, Client, or other property under this Agreement that may be in the control of the Subcontractor.

(b) All policies, except Workers' Compensation and Employer's Liability, shall be endorsed to name AHP as an Additional Insured with respect to the work to be performed by Subcontractor. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available.

(c) Subcontractor shall immediately deposit with AHP upon request a Certificate of Insurance attesting to the above coverage and naming AHP as additional insured parties under such policies. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. AHP may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

(d) Insurance Indemnification. Subcontractor shall indemnify AHP and DHCS for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Subcontractor (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section.

(e) This section shall apply to Subcontractor's lower tier subcontractors/consultants unless waived in writing by AHP.

(f) AHP will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

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SECTION 15: INDEMNIFICATION

(a) Subcontractor shall indemnify and hold harmless AHP and their officers, employees, and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property, ("Claims"), (unless such claims arise from the gross negligence or willful misconduct of AHP), arising out of, resulting from, or relating to, the following:

- Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;
- Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
- The failure to maintain the insurance policies required by this section or the work performed, inclusive of intellectual property infringement, if applicable, under this Subcontract. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;
- Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
- Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;
- Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
- Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, Client, or AHP under the terms of this Agreement.

(b) Subcontractor shall indemnify under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors engaged in performance of the work under this Agreement.

(c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 16: DISPUTES/APPLICABLE LAWS

16.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association ("AAA"). The parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be the State of California in a county elected by AHP. The

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decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a material conflict of interest. The prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the parties are unable to agree.

16.2 Applicable Laws

Each party agrees to comply with the applicable provisions of Federal, State, and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other Federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, Federal law shall govern the interpretation and application thereof. If Federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section shall survive the expiration or termination of the Agreement.

SECTION 17: CERTIFICATIONS

By signature to this Agreement, Subcontractor makes the following Representations and Certifications:

a. Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any lower-tier subcontract that they may enter into as a part of this Subcontract.

b. Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the Statement of Work, due to previous employment obligations, restrictions, commitments, or agreements Subcontractor has with any other federal, state, or local government agency.

c. Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, section 2000d as amended and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.

d. Labor Laws: Subcontractor certifies that it is in compliance with all applicable labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.

e. Americans with Disabilities Act: Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, **Section 508 of the Rehabilitation Act and Americans with Disabilities Act of 1973 as amended** (29 U.S.C. 794(d)), and regulations implementing the Rehabilitation Act of 1973 as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations, and the Americans with Disabilities Act of

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1990 (42 U.S.C. 12101 et seq. and 28 CFR Part 35). 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 11135 codifies section 508 of the Act requiring accessibility of EIT.

f. Employee Compliance: Subcontractor will require all employees, entities, and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.

g. Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organizational conflicts of interest.

h. Age Discrimination Act of 1975 (45 CFR Part 90)

i. Section 1557 of the Affordable Care Act.

j. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended and 2 CFR Part 175

k. Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.

l. Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office 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 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

m. Confidentiality of Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 18: RECORDS AND RECORD KEEPING

a. The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.

b. AHP, DHCS, the Department of General Services, the Bureau of State Audits, SAMHSA, the Inspector General, the Comptroller General of the United States, or their designated representatives, have the right to access any documents, papers, or other records of the Subcontractor which are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable

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access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.

c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 19: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

a. Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable costs under this Agreement.

b. The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

c. If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

d. If Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, "Travel Reimbursement Information."

e. Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 20 "Recovery of Overpayments" for more information.

SECTION 20: RECOVERY OF OVERPAYMENTS

a. Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:

1. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment;
2. A repayment schedule which is agreeable to both AHP and the Subcontractor.

b. AHP reserves the right to select which option will be employed and AHP will notify the Subcontractor in writing of the claim procedure to be utilized.

c. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor's receipt of AHP's demand for repayment.

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d. If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 21: BEST EFFORTS

During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the work to be performed under Section 4 and Attachment D of this Agreement.

THIS AGREEMENT CONSISTS OF **EIGHTEEN (18)** TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT.

LIST OF ATTACHMENTS

TITLE	No. of PAGES
Attachment A—*Standard* Subcontract Terms and Conditions	1
Attachment B—*Special* Subcontract Requirements (Parts 1&2)	35
Attachment C—Subcontractor's Certification	4
Attachment D—Subcontractor's Statement of Work	7
Attachment E—Payment Schedule	1
Attachment F—EO Sanction Notification	2

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Headings: Headings are for convenience of reference only and shall not affect interpretation of this Agreement.

Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws, and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

Lower-Tier Consultants/Subcontractors: AHP's prior written approval is required to obtain services of consultants or lower-tier Subcontractors; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies.

No Assignment: This Agreement is for professional services, and the Agreement, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with authorized travel, or authorized expenses incurred under the Agreement that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if advised of the possibility of such damages.

Force Majeure: Neither party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; pandemics, quarantine restrictions; labor disputes; strikes; defaults of subcontractors/ vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/ regulation/request of a state or local government entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance under this Agreement.

Warranty: Unless a different warranty is specified, Subcontractor warrants all services provided and products delivered will be free from defect in materials and/or workmanship, and will be fit for the purpose intended, and will conform to the specifications of the statement of work. In the event of a breach, AHP may complete the work and seek all remedies available in law or equity.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to the services under this contract, or that has the potential to impair its ability to fulfill this contract, including but not limited to financial, legal or other situations.

Publicity: Without prior written approval of the other, neither party shall use the other's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing party's reasonable control. Use of either party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This Section shall survive expiration/termination of this Agreement.

Restrictions on Hiring: During the period of this Agreement, and for a period of two (2) years after its termination, neither party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other party to leave his/her business association with that party. Parties are not restricted in their right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Agreement.

Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Agreement shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either party, regardless of who may have drafted it or any specific provision.

Third Party Beneficiaries: Unless expressly stated otherwise, this Agreement shall not be construed so as to give any person or entity, other than the parties any legal or equitable claim or right.

Counterparts/Other Instruments: The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Electronic Contracting: If this Agreement is authorized by AHP to be faxed, or otherwise transmitted electronically with a digital or electronic signature; or a scanned, reproduced, photographed, faxed, or other such signature appearing—any of which will be considered an "electronic signature"—neither party shall contest the validity of this Agreement, or any acknowledgement thereof, on the basis that this Agreement or acknowledgement contains an electronic signature.

Binding Effect: This Agreement shall be binding upon the parties, their successors and assigns.

(January, 2023)

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ATTACHMENT B
Special Terms and Conditions (PART 1)
(Adapted Under DHCS Agreement 22-20574-BHWD)
Department of Health Care Services, Exhibit D(F)
(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this Attachment B is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall 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" shall all have the same meaning and refer to the California State agency that is a party to the Prime Contract with AHP.

The term "Contractor" shall apply to AHP.

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.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements
2. Travel and Per Diem Reimbursement
3. Procurement Rules
4. Equipment Ownership / Inventory / Disposition
5. Subcontract Requirements (See Additional Provisions for Replacement Language)
6. Income Restrictions (INTENTIONALLY OMITTED)
7. Audit and Record Retention
8. Site Inspection
9. Federal Contract Funds
10. Termination (INTENTIONALLY OMITTED)
11. Intellectual Property Rights
12. Air or Water Pollution Requirements
13. Prior Approval of Training Seminars, Workshops or Conferences
14. Confidentiality of Information
15. Documents, Publications, and Written Reports
16. Dispute Resolution Process (INTENTIONALLY OMITTED)
17. Financial and Compliance Audit Requirements (INTENTIONALLY OMITTED)
18. Human Subjects Use Requirements (INTENTIONALLY OMITTED)
19. Novation Requirements (INTENTIONALLY OMITTED)
20. Debarment and Suspension Certification
21. Smoke-Free Workplace Certification
22. Drug Free Workplace Act of 1988
23. Covenant Against Contingent Fees
24. Payment Withholds (INTENTIONALLY OMITTED)
25. Performance Evaluation (INTENTIONALLY OMITTED)
26. Officials Not to Benefit
27. Four-Digit Date Compliance
28. Prohibited Use of State Funds for Software
29. Use of Disabled Veteran's Business Enterprises (DVBE) (INTENTIONALLY OMITTED)
30. Use of Small, Minority Owned and Women's Businesses (INTENTIONALLY OMITTED)
31. Alien Ineligibility Certification (INTENTIONALLY OMITTED)
32. Union Organizing (INTENTIONALLY OMITTED)
33. Contract Uniformity (Fringe Benefit Allowability) (INTENTIONALLY OMITTED)
34. Suspension or Stop Work Notification
35. Public Communications
36. Compliance with Statutes and Regulations
37. Lobbying Restrictions and Disclosure Certification

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1. Federal Equal Opportunity Requirements

a. The Subcontractor 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 Subcontractor 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 shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or AHP, setting forth the provisions of the Equal Opportunity clause, Section 503 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 shall state the Subcontractor'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 Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, 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 Subcontractor 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 Subcontractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Subcontractor 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 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Subcontractor 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 CFR 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.

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f. In the event of the Subcontractor'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 cancelled, terminated, or suspended in whole or in part and the Subcontractor 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 CFR 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 Subcontractor 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 CFR 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 Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or AHP may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by AHP, the Subcontractor may request in writing to AHP, 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.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are authorized to be reimbursed with Agreement funds.)

Reimbursement for travel and/or per diem expenses from AHP under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information in this Attachment B-Special Subcontract Requirements. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to California Department of Human Resources (CalHR) rates may be approved by AHP upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall 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.

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3. Procurement Rules

Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by AHP or DHCS or expenses for said items are reimbursed by funds with state or federal funds provided under this Agreement.

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions shall 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 shall 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.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Subcontractor shall make arrangements through AHP, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through AHP/DHCS shall be deducted from the funds available in this Agreement. Subcontractor shall submit to the AHP Contract Manager a list of equipment/property specifications for those items that AHP/the State must procure. DHCS through AHP 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 Subcontractor's address, as stated on the face of the Agreement, unless the Subcontractor notifies AHP, 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 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall 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.

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(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by AHP, prior written authorization from the AHP Contract Office or Project Manager will be required before the Subcontractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Subcontractor must provide in its request for authorization all particulars necessary, as specified by AHP, for evaluating the necessity or 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 AHP (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.

f. The 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. AHP and the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor at any time.

g. For all purchases, the 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) shall also be maintained on file by the Subcontractor for inspection or audit.

h. AHP 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 Subcontractor no less than thirty (30) calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or AHP when said items are purchased or reimbursed by DHCS with state or federal funds provided under this Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with Agreement funds or furnished by AHP/DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt -** AHP requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by AHP or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, Subcontractor shall request a copy from AHP.

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(2) **Annual Equipment/Property Inventory -** If the Subcontractor enters into an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

(a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by AHP.

(c) Contact AHP 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 AHP.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, AHP or DCHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Subcontractor shall 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, AHP may require the Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to AHP.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP under the terms of this Agreement, shall 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 Subcontractor shall provide a final inventory report of equipment and/or property to AHP and shall, at that time, query AHP as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP expense and according to AHP instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP or 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 (INTENTIONALLY OMITTED)

5. Subcontract Requirements (Replaced: See Additional Provisions, Section 7.)

6. Income Restrictions (INTENTIONALLY OMITTED)

7. Audit and Record Retention

a. The Subcontractor shall 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.

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b. The Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Subcontractor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor 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 Subcontractor 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 Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.

d. The Subcontractor (and/or lower-tier subcontractors/independent consultants) shall preserve and make available their records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans 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 shall be preserved and made available for a period of three (3) 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 shall 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 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 data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the 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. The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

HP and/or DHCS 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 Subcontractor, the Subcontractor shall provide and shall 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 shall 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.

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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, the Agreement shall be amended to reflect any reduction in funds.

d. AHP and DHCS have the option to invalidate or cancel the Agreement with 30 days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination (INTENTIONALLY OMITTED)

11. Intellectual Property Rights

a. **Ownership**

(1) Except where AHP has agreed in a signed writing to accept a license, AHP or DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of AHP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of AHP. **Except as otherwise set forth herein, AHP shall not give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to AHP, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to AHP in the third-party's license agreement.

(4) Subcontractor agrees to cooperate with AHP in establishing or maintaining AHP's and/or DHCS exclusive rights in the Intellectual Property, and in assuring AHP's or DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the

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subcontractor assigning and agreeing to assign to AHP and/or DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the Subcontractor or AHP and which result directly or indirectly from this Agreement or any subcontract.

(5) Subcontractor further agrees to assist and cooperate with AHP/DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce AHP's and/or DHCS' Intellectual Property rights and interests.

b. **Retained Rights / License Rights**

1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, Subcontractor shall 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. Subcontractor hereby grants to AHP/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 Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of AHP/DHCS, or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. **Copyright**

(1) Subcontractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire." Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to AHP and/or DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, shall include AHP's or DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services (or AHP if applicable). This material may not be reproduced or disseminated without prior written permission from California Department of Health Care Services (or AHP if applicable)." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. **Patent Rights**

With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Subcontractor hereby grants to AHP and/or DHCS a license as described

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under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to AHP and/or DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist AHP and/or DHCS in securing United States and foreign patents with respect thereto.

e. **Third-Party Intellectual Property**

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or a third party without first: (i) obtaining AHP's prior written approval; and (ii) granting to or obtaining for AHP and/or DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and/or DHCS.

f. **Warranties**

(1) Subcontractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Subcontractor'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 Subcontractor or DHCS or AHP 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 Subcontractor.

(d) Neither Subcontractor'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.

(e) 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 estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to AHP or DHCS in this Agreement.

(g) 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.

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(h) 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 Subcontractor's performance of this Agreement.

(2) AHP AND DHCS MAKE 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.

g. **Intellectual Property Indemnity**

(1) Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and their licensees and assignees, and their officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor 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 Subcontractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of AHP'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 Subcontractor or DCHS or AHP and which result directly or indirectly from this Agreement. This indemnity obligation shall 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. AHP reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against AHP.

(2) Should any Intellectual Property licensed by the Subcontractor to AHP or DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve AHP's/DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to AHP or DHCS. AHP shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for AHP 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, AHP shall 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 equity.

(3) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Intellectual Property provision by Subcontractor. Subcontractor acknowledges AHP or DHCS would suffer irreparable harm in the event of such breach and agrees AHP shall 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.

h. **Federal Funding**

Because this Agreement is funded by the federal government, AHP and DHCS may acquire and maintain the Intellectual Property rights, title, and ownership which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license

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throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

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 USC 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

Subcontractor shall obtain prior AHP 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 Subcontractor shall 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 Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Subcontractor and its employees, agents, or subcontractors shall 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 Subcontractor, 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 Subcontractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Subcontractor's obligations under this Agreement.

c. The Subcontractor and its employees, agents, or subcontractors shall promptly transmit to the AHP Contract Office or Project Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP without prior written authorization from the AHP Contract Office or Project Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall 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 AHP/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.

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15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publication, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports, and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all 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 (INTENTIONALLY OMITTED)

17. Financial and Compliance Audit Requirements (INTENTIONALLY OMITTED)

18. Human Subjects Use Requirements (INTENTIONALLY OMITTED)

19. Novation Requirements (INTENTIONALLY OMITTED)

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376.

b. By signing this Agreement, the Subcontractor 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; 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 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 CFR Part 180, Subpart C as supplemented by 2 CFR 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 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

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(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 Subcontractor is unable to certify to any of the statements in this certification, the Subcontractor shall submit an explanation to AHP and the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Subcontractor knowingly violates this certification, in addition to other remedies available to the Federal Government, AHP may terminate this Agreement for cause or default.

21. 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 with 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.

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, Subcontractor 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. Subcontractor 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.

22. 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 work place.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

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c. Employees must notify their employer of any conviction of a criminal drug statute 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 drugfree workplaces for their employees.

23. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Subcontractor 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 Subcontractor for the purpose of securing business. For breach or violation of this warranty, AHP shall 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.

24. Payment Withholds (INTENTIONALLY OMITTED)

25. Performance Evaluation (INTENTIONALLY OMITTED)

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Four-Digit Date Compliance

(Applicable to agreements in which Technology (IT) services are provided to AHP or if IT equipment is procured.)

Subcontractor warrants that it will provide only Four-Digit Compliant (as defined below) Deliverables and/or services to the State. “Four Digit Date compliant” Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

28. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Subcontractor 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 or the acquisition, operation or maintenance of computer software in violation of copyright law.

29. Use of Disabled Veteran’s Business Enterprises (DVBE) (INTENTIONALLY OMITTED)

30. Use of Small, Minority Owned and Women’s Businesses (INTENTIONALLY OMITTED)

31. Alien Ineligibility Certification (INTENTIONALLY OMITTED)

32. Union Organizing (INTENTIONALLY OMITTED)

33. Contract Uniformity (Fringe Benefit Allowability) (INTENTIONALLY OMITTED)

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34. Suspension or Stop Work Notification

a. AHP 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 Subcontractor 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 thirty (30) working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Subcontractor shall 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 ninety (90) days of the issuance of a suspension or stop work notification, AHP shall either:

(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 Subcontractor may resume work only upon written concurrence of AHP.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. AHP shall not be liable to the Subcontractor 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 shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the Americans 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. Compliance with Statutes and Regulations

a. The Subcontractor shall comply in all material respects with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431; subpart F; Title 42 CFR Part 433,

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subpart D; Title 42 CFR 434; Title 45 CFR Part 75, subpart D; and title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations, and they shall supersede any conflicting provisions in this Agreement.

37. 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, shall file a certification (in the form set forth in this Attachment B, 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 shall file a disclosure (in the form set forth in this Attachment B, 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 an agreement, or grant or any extension or amendment of that agreement, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall 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 from 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 individual(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 shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to AHP Contract Office or Project 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.

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Subcontractor	**Printed Name of Person Signing for Subcontractor**
Contract/Grant Number	**Signature of Person Signing for Subcontractor**
California Department of Health Care Services (DHCS) Agreement No.: 22-20574-BHWD	
Date	**Title**

After execution by or on behalf of Subcontractor, please return to:

Advocates for Human Potential, Inc. (on behalf of California Department of Health Care Services)

AHP reserves the right to notify the Subcontractor in writing of an alternate submission address.

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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)

☐ Check this box if form is NOT applicable ☐ Check this box if form is applicable and fill in form

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	_ initial filing 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)

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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 follow-up 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 it is, 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 grants.

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.

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.

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.

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Special Terms and Conditions (PART 2)

ADDITIONAL PROVISIONS

(**Adapted under DHCS Agreement DHCS Agreement 22-20574-BHWD Department of Health Care Services, *Exhibit E***)

1. **Amendment Process (INTENTIONALLY OMITTED)**
2. **Cancellation / Termination (INTENTIONALLY OMITTED)**
3. **Avoidance of Conflicts of Interest by Subcontractor**

   A. AHP intends to avoid any real or apparent conflict of interest on the part of the Subcontractor, or employees, officers, and directors of the Subcontractor or lower-tier subcontractors. Thus, AHP reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to AHP review and prior approval.

   B. Conflicts of interest include, but are not limited to:
      1) An instance where the Subcontractor, or any of its lower-tier subcontractors, or any employee, officer, or director of the Subcontractor or any lower-tier subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.

      2) An instance where the Subcontractor's or any lower-tier subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

   C. If AHP is or becomes aware of a known or suspected conflict of interest, the Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by AHP to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by AHP and cannot be resolved to the satisfaction of AHP, the conflict will be grounds for terminating the Agreement. AHP may, at its discretion upon receipt of a written request from the Subcontractor, authorize an extension of the timeline indicated herein.

4. **Term of the Contract**

   1. The term of the Subcontract will be of no force or effect until it is signed by both parties. The Subcontractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered.

   2. The Subcontract term may change due to unforeseen DHCS delays. AHP reserves the right to extend the term of the Subcontract via an amendment as necessary to complete or continue the services. Subcontract extensions are subject to satisfactory performance, funding availability, and approval by DHCS and Department of General Services (DGS) if applicable.

5. **Progress Reports or Meetings (INTENTIONALLY OMITTED)**
6. **Insurance Requirements (INTENTIONALLY OMITTED)**

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7. Subcontract Requirements

(Applicable to agreements under which services are to be performed by lower-tier subcontractors. Subcontractors shall be defined to include *independent consultants*.)

A. This provision replaces and supersedes provision 5 of this Attachment B, Part 1 [DHCS Contract Exhibit D(F).]

B. Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any lower-tier subcontract for services costing $5,000 or more. Except as indicated in paragraph B3) herein, when securing subcontracts for services exceeding $5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.

1) The Subcontractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) AHP may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the 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. Included in this category are entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
h. Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5, Section 5.80, Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/PD/Resources/PageContent/Procurement-Division-Resources-List-Folder/StateContracting-Manual.

4) When the conditions of A1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph B3) herein, shall not commence work before obtaining applicable prior approval from AHP.

C. AHP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by AHP.

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D. Actual subcontracts (i.e., written agreement between the Subcontractor and a subcontractor of $5,000 or more are subject to the prior review and written approval of AHP. AHP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by AHP.

E. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make said copies available for approval, inspection, or audit.

F. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Subcontractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

G. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a lower-tier subcontract.

H. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

I. The Subcontractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

> "(*Lower-tier Subcontractor Name)* agrees to maintain and preserve, until three (3) years after termination of **this Agreement, and DHCS Agreement 22-20574-BHWD,** and final payment from (Subcontractor) to permit AHP, 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."

J. Unless otherwise stipulated in writing by AHP, the Subcontractor shall be the lower-tier subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

K. Subcontractor shall, as applicable, advise all lower-tier subcontractors of their obligations pursuant to the applicable numbered provisions of this Attachment.

8. Inspection Rights and Access Requirements

In addition to *Exhibit D/F, Special Terms and Conditions Part 1, Provision 8, Site Inspection*, Subcontractor also agrees to the following:

1. The Subcontractor shall allow AHP, DHCS, the Federal Department of Health and Human Services (DHHS), the Controller General of the United States, the State Auditor, and other authorized Federal and State agencies or their duly authorized representatives (hereafter "Authorized Representatives"), to inspect, monitor or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement. Such activities shall include, but not be limited to, interviewing employees and/or contracted eligible professionals, obtaining, reviewing, copying and auditing any and all books, records, management systems, and facilities maintained by the subcontractors, pertaining to such services, at any time during normal business hours.

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2. As used in this Provision, books and records shall include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers; reports in development; reports submitted to AHP and DHCS; financial records and books of account; study designs, tools, software, and databases; management information system files; plan data; all medical records, medical charts and prescription files; other documentation pertaining to clinical outcomes, medical, and non-medical services rendered to plan Members; and any related information, regardless of (1) the medium in which these books and records are recorded or reproduced; and (2) the location where compiled and/or stored. All electronic files must be available in a format requested by AHP and DHCS.

3. Upon request, at any time during the period of this Agreement, the Subcontractor shall furnish any relevant information, record, or copy of it, to Authorized Representatives. If a copy is provided, the Authorized Representatives shall have the right to view the original documentation upon request.

4. Notwithstanding any shorter period provided in ***Exhibit D/F, Special Terms and Conditions Part 1, Provision 7, Audit and Record Retention,*** this Agreement is subject to the examination and audit of the State Auditor for a period of five (5) years after final payment under this Agreement.

5. To assure compliance with the provisions of this Agreement, applicable Federal and State laws and regulations and for any other reasonable purpose, Authorized Representatives shall have the right to access the Subcontractor's premises, with or without notice. This shall include the Subcontractor's and lower-tier subcontractors' management facilities, presentation sites, or other places where this Agreement's duties are being performed.

6. Staff designated by Authorized Representatives shall have access to all security areas and the Subcontractor shall provide and shall require any and all of its subcontractors to provide, reasonable facilities to such authorized persons in the performance of their duties. Access shall be undertaken in such a manner as not to unduly delay the work of the Subcontractor and/or its subcontractors.

7. The right of access herein shall include on-site visits by Authorized Representatives and by the successor Subcontractor when accompanied by an AHP or DHCS representative(s). Any security device or system which the Subcontractor implements to identify and monitor persons seeking access to secured areas shall be supplied by the Subcontractor to the Authorized Representatives.

9. Record Keeping, Audit/Inspection of Records

The Subcontractor shall maintain books and records as defined in herein, compiled and/or stored at the Subcontractor's defined storage location. The records shall be of sufficient information to disclose how the Subcontractor discharged its obligations under this Agreement. These books and records shall disclose the quantity of services provided under this Agreement and the manner in which the Subcontractor administered its daily business. The cost, manner and amount of payment made to any vendors and any subcontractors for those services shall be maintained and disclosed, as needed, under the terms and conditions of this Agreement.

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10. Subcontractor Certifications

1. With respect to any report, invoice, record, papers, documents, books of account, or other Agreement required date and information submitted pursuant to the requirements of this Agreement, the Subcontractor's authorized designee or his/her representative shall certify that the report, invoice, record, papers, documents, books of account or other Agreement required data and information is current, accurate, complete and in full compliance with legal and this Agreement's requirements to the best of that individual's knowledge and belief, unless the requirement for such certification is expressly waived by AHP in writing.

2. Whenever in this Agreement there is a requirement that the Subcontractor "certify" or submit a "certification," such certification shall be in the form of an affidavit or declaration under penalty of perjury under the laws of the State of California dated and signed by the Subcontractor's representative or his/her authorized designee.

11. Additional Federal Terms and Conditions

The Subcontractor certifies their commitment to comply with the following:

a) Procurement Standards (Competition/Sole Source)
42 CFR Part 495.348
45 CFR Part 95.615
45 CFR Part 92.36
SMM Section 11267

b) Access to Records, Reporting and Agency Attestations
42 CFR Part 495.350
42 CFR Part 495.352
42 CFR Part 495.346
42 CFR Part 433.112 (b)(5)-(9)
45 CFR Part 95.615
SMM Section 11267

c) Software & Ownership Rights, Federal Licenses, Information Safeguarding, HIPAA Compliance, and Progress Reports
42 CFR Part 495.360
45 CFR Part 95.617
42 CFR Part 431.300
42 CFR Part 433.112

d) Security and interface requirements to be employed for all State HIT systems
45 CFR Part 164 Securities and Privacy

California Executive Order - N-6-22 (Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine)

Subcontractor shall comply with California Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO, dated March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed by state law.

Compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required in accordance with **Attachment F**.

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Travel Reimbursement Information

(Lodging and Per Diem Reimbursement - Effective for travel on/after January 1, 2023)

(Flowed down under the Prime Contract. The term "Contractor" shall mean the Subcontractor, "DHCS" shall mean AHP, and "contract" shall mean this Subcontract.)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

   a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/ excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by *the* Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters, or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

      1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
All counties (except the counties identified below)	$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	$ 95.00 plus tax
Marin	$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura, and Edwards AFB	$120.00 plus tax
Counties of Monterey and San Diego	$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	$140.00 plus tax
City of Santa Monica	$150.00 plus tax
San Francisco	$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

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2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	$ 7.00
Lunch	$ 11.00
Dinner	$ 23.00
Incidental expenses	$ 5.00

d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

e. In computing allowances for continuous periods of travel of less than 24 hours, consult the Per Deim Reimbursement Guide.

f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change. At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. Auto mileage reimbursement: If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be 0.655 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement details may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

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6. Contractors are to consult with the program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	And this condition exists…	Meal allowed with receipt
Less than 24 hours	▸ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. ▸ Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. Lunch or incidentals cannot be claimed on one-day trips.	Breakfast Dinner
24 hours or more	▸ Trip begins at or before 6:00 a.m..... ▸ Trip begins at or before 11:00 a.m..... ▸ Trip begins at or before 5:00 p.m.....	Breakfast Lunch Dinner
More than 24 hours	▸ Trip ends at or after 8:00 a.m..... ▸ Trip ends at or after 2:00 p.m..... ▸ Trip ends at or after 7:00 p.m.....	Breakfast Lunch Dinner
The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal. No meal expense may be claimed for reimbursement more than once in any given 24-hour period.		

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Business Associate Agreement ("BAA") 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 BAA Addendum and the contract to which this BAA is attached as an addendum/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. **Subcontractor, the Covered Entity**, understands that **Business Associate (ADVOCATES FOR HUMAN POTENTIAL, INC. "AHP")** may create, receive, maintain, transmit to the California Department of Health Care Services (DHCS) 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. Business Associate is 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. Business Associate and Subcontractor 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 Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Covered Entity.

   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

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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.

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 18 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 Substance Use Disorder 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 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.

9.2 Safeguards and Security.

9.2.1 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 PHI, 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.

9.2.2 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; updates will be available online through the Computer Security Resource Center website.

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9.2.3 Business Associate shall employ FIPS 140-2 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 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 140-2. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 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.

9.2.5 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.

9.2.6 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.

9.3. 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 PHI 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. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of the subpart that apply in the performance of such obligation.

15. **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 Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining compliance with 45 CFR Part 164, Subpart E.

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16. **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, Covered Entity 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 Covered Entity of the conditions that make the return or destruction infeasible and Business Associate and Covered Entity 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.

17. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between Covered Entity and SSA, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents who have access to such data, including employees and agents of its agents, to Covered Entity.

18. **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:

18.1 Notice to Covered Entity.

Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

18.1.2 Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident that risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

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18.1.3 Notice shall be provided to the Covered Entity using the Contact Information provided in this Agreement. Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at the DHCS Data Privacy webpage.

Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by **applicable Federal and State law.**

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Business Associate shall provide a complete report of the investigation to Covered Entity contact(s) within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form 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 Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide Covered Entity with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity 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.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 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 DHCS's review and approval must be obtained before the notifications are made.

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18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity. 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.

18.6 For purposes of this BAA, the Business Associate shall initiate contact with the Covered Entity Contracting Officer, as specified in Section 6.2 of the Subcontract between the parties. If no officer has been so specified, then the Covered Entity shall be responsible to give the Business Associate appropriate written notice to the Business Associate of the individual on behalf of the Covered Entity who is to receive notice(s) for purposes of this BAA. Covered Entity may make changes to the contact information by giving written notice to Business Associate, which changes shall not require an amendment to this Agreement.

19. **Responsibility of Covered Entity.** Covered Entity 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.

20. **Audits, Inspection, and Enforcement.**

20.1 From time to time, Covered Entity may request to 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 Covered Entity in writing. Whether or how Covered Entity exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 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 Covered Entity unless it is legally prohibited from doing so.

21. **Termination.**

21.1 Termination for Cause. Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

21.1.1 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 Covered Entity; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. Covered Entity 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.

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22. Miscellaneous Provisions.

22.1 Disclaimer. Covered Entity 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.

22.2 Amendment.

22.2.1 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.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA that involves inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third person any rights or remedies whatsoever.

22.5 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.

22.6 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.

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Attachment C
Subcontractor Certification

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Subcontractor/Bidder Firm Name	Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

SUBCONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE :

Subcontractor 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 WORK PLACE REQUIREMENTS:

Subcontractor 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.

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c) Every employee who works on the proposed Agreement will:

1. Receive a copy of the company's drug-free policy statement; and,

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 Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor 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:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractor's failure to comply with an order of a Federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. SUBCONTRACTS FOR LEGAL SERVICES $50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1,2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement 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 Agreement period of less than a full year or 10% of its Agreement 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:

Subcontractor 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 Subcontractors 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 Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement 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 subcontractor 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.

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b. The Subcontractor agrees to cooperate fully in providing reasonable access to the subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the subcontractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of $100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:**

For contracts of $100,000 or more, Subcontractor certifies that Subcontractor 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: Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor 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 Subcontractor violates any provisions of above paragraphs, such action by Subcontractor 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:
Subcontractor 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

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Subcontractor 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:
Subcontractor 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. SUBCONTRACTORS NAME CHANGE:
An amendment is required to change the Subcontractor'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 subcontractor 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 subcontractor 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 Subcontractor 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 subcontractors that are not another state agency or other government entity.

---

1. CALIFORNIA CIVIL RIGHTS LAWS: For Agreements executed or renewed after January 1, 2017, the subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATION POLICIES: For Agreements executed or renewed after January 1, 2017, if a Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

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ATTACHMENT D STATEMENT OF WORK (SOW)
Mentored Internship Program (MIP) SOW - ROUND 2

County of Monterey, Health Department, MIPMOB1

Intern and Interns' Payment

• Engage a total of six (6) interns for a total of Eighty-Four Thousand Dollars and Zero Cents ($84,000.00). Throughout the Period of Performance, Subcontractor is allocated Eighty-Four Thousand Dollars and Zero Cents ($84,000.00) ("Intern Total") whereby an equal amount for each Quarter shall be provided. However, in the event that the costs associated for the Intern amount vary for that prescribed Quarter allocation, the differential shall be either added to or subtracted from subsequent future Quarters. Therefore, said amount may be billed as needed over each of the Quarters described below. However, the total amount invoiced for all Quarters cannot exceed the Intern Total.	$84,000.00

YEAR 1

Quarter	Deliverable Description	Amount	Delivery Due
Quarter 1 (10/1/23 – 12/31/23) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 1. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$16,800.00	1/15/24
Quarter 1 (10/1/23 – 12/31/23) 7438.01-004	**Staffing** • Identify and onboard Mentored Internship Program (MIP) Coordinator who will be the lead point of contact with AHP staff and is responsible for ensuring completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Collaborate with educational partner(s). • Initiate Memorandum of Understanding or Letter(s) of support with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Develop MIP Implementation Plan utilizing template provided by AHP. • Begin working on project sustainability package, including the Program Sustainability Assessment Tool (PSAT) and financial management worksheets, all of which shall be provided by AHP.	$49,855.61	1/15/24

	Behavioral Health Workforce Resource Center (BHWRC) website • Register at Home Page | CABHWD (buildingcalhhs.com) and access initial resources. **Reporting** • Participate in collection, submission, and use of data on performance measures, as determined by AHP. • Submit quarterly invoices and quarterly report (10/1/23 – 12/31/23), due on 1/15/24.		
Quarter 2 (1/1/24 – 3/31/24) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 2. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$16,800.00	4/15/24
Quarter 2 (1/1/24 – 3/31/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partner(s) for recruitment, support, and retention of interns. • Finalize and monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP. **Participation in Technical Assistance and Training (TTA) Learning Collaborative Sessions** • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator, and a representative from each partnering educational institution shall attend LCs as designated. **Coaching Calls, Webinars/Trainings, and Site Visits** • Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month.	$49,855.61	4/15/24

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	• Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation. **Reporting** • Participate in collection, submission, and use of data on performance measures, as determined by AHP. • Submit quarterly invoices and quarterly report (1/1/24 – 3/31/24), due on 4/15/24.		
Quarter 3 (4/1/24–6/30/24) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 3. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$16,800.00	7/15/24
Quarter 3 (4/1/24–6/30/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partners for recruitment, support, and retention of interns. • Monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project and incorporation of interns into Subcontractor agency. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP. **Participation in Technical Assistance and Training Learning Collaborative Sessions** • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions, as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator,	$49,855.61	7/15/24

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	and a representative from each partnering educational institution shall attend LCs as designated by AHP. **Coaching Calls, Webinars/Trainings, and Site Visits** • Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month. • Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation. **Reporting** • Participate in collection, submission, and use of data on performance measures as determined by AHP. • Submit quarterly invoices and quarterly report (4/1/24 – 6/30/24), due on 7/15/24.		
Quarter 4 (7/1/24 – 9/30/24) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 4. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$16,800.00	10/15/24
Quarter 4 (7/1/24 – 9/30/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partners for recruitment, support, and retention of interns. • Monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP.	$49,855.61	10/15/24

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	Participation in Technical Assistance and Training Learning Collaborative Sessions • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions, as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator, and a representative from each partnering educational institution shall attend LCs as designated by AHP. **Coaching Calls, Webinars/Trainings, and Site Visits** • Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month. • Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation. **Reporting** • Participate in collection, submission, and use of data on performance measures, as determined by AHP. • Submit quarterly invoices and quarterly report (7/1/24 – 9/30/24), due on 10/15/24.		
	Total Year 1	$266,622.44	

County of Monterey, Health Department, MIPMOB1

MIP ROUND 2 - SOW YEAR 2

Deliverable	Deliverable Description	Amount	Delivery Due
Year 2, Quarter 1 (10/1/24–12/31/24)	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in year 2, Quarter 1. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded	$16,800.00	1/15/25

7438.01-004	monthly hours for each intern.		
Year 2, Quarter 1 (10/1/24–12/31/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partners for recruitment, support, and retention of interns. • Monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP. **Participation in Technical Assistance and Training Learning Collaborative Sessions** • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions, as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator, and a representative from each partnering educational institution shall attend LCs as designated by AHP. **Coaching Calls, Webinars/Trainings, and Site Visits** • In addition to the LC sessions, Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month. • Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation.	$49,855.60	1/15/25

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	Reporting • Participate in collection, submission, and use of data on performance measures as determined by AHP. • Submit quarterly invoices and quarterly report (10/1/24 – 12/31/24), due on 1/15/25. • Submit Final Report for full duration of time as MIP Subcontractor, using template provided by AHP.		
		Year 2 Total	**$66,655.60**
		Grand Total	**$333,278.04**

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ATTACHMENT E
PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET

Description	Invoice Description	Amount Estimated
Intern and Interns' Payment	Itemized salary and benefits/taxes (if applicable) or stipend for interns	$84,000.00
Total Intern and Interns' Payments		**$84,000.00**

YEAR ONE

Quarter #/Date Range	Invoice Description (based on Deliverables)	Amount of Invoice
Quarter 1: **10/01/23 – 12/31/23**	Progress Report detailing progress made during Year 1, Quarter 1 due 1/15/24	$49,855.61
Quarter 2: **01/01/24 – 03/31/24**	Progress Report detailing progress made during Year 1, Quarter 2 due 4/15/24	$49,855.61
Quarter 3: **04/01/24 – 06/30/24**	Progress Report detailing progress made during Year 1, Quarter 3 due 7/15/24	$49,855.61
Quarter 4: **07/01/24 – 9/30/24**	Progress Report detailing progress made during Year 1, Quarter 4 due 10/15/24	$49,855.61
Total Deliverables – Year One		**$199,422.44**

PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET
YEAR TWO

Quarter #/Date Range	Invoice Description (based on Deliverables)	Amount of Invoice
Quarter 1: **10/01/24 – 12/31/24**	Progress Report detailing progress made during Year 2, Quarter 1 due 1/15/25	$49,855.60
Total Deliverables – Year Two		**$49,855.60**
Total Contract Amount		**$333,278.04**

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ATTACHMENT F

Contractor and Grantee Compliance with Economic Sanctions
Imposed in Response to Russia's Actions in Ukraine

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 shall be grounds for termination of this agreement.

The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

This clause shall be flowed down and apply to the Subcontractor and any lower-tier subcontractor.

(The reference to "State" shall mean AHP, and the reference to "Contractor" shall mean Subcontractor.)

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State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

May 03, 2022

Charles Galland
Chief Operating Officer
Advocates for Human
Potential, Inc.
490B Boston Post Road,
Sudbury, MA 01776
Contract # 21-10368 A01

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Charles Galland:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Administration
Office MS4200
1501 Capitol Ave, Sacramento, CA 95814
Phone: (916) 552-8006
Internet Address: http://www.DHCS.ca.gov

DocuSign Envelope ID: BA0550E3-3532-42B9-89B1-1348C30DD463

COUNTY OF MONTEREY SIGNATURES

APPROVED AS TO LEGAL FORM:

By: DocuSigned by: Shane Eben Strong 6624564F383643C...
Office of the County Counsel

Date: 1/12/2024 | 2:05 PM PST

APPROVED AS TO FISCAL PROVISIONS:

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor-Controller Designee

Date: 1/12/2024 | 4:19 PM PST

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SUBCONTRACT AGREEMENT

****

SUMMARY COVER SHEET

Subcontract ID:	**7438-BHWD-MONTEREY- (MIPR2)-02G (MIPMOB2)**
Subcontract Effective Date:	**October 1, 2023**
Contractor:	**ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)** 490-B Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 **AHP Contracting Officer:** Charles Galland, General Counsel Tel: 978-261-1425 (o)/ cgalland@ahpnet.com **AHP Project Director:** Tara Fischer Tel: 978-261-1463 (o)/ tfischer@ahpnet.com **AHP Direct Staff Contact:** Tara Fischer Tel: 978-261-1463 (o)/ tfischer@ahpnet.com
Subcontractor:	**MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU (MONTEREY)** **ATTN: Elsa Mendoza Jimenez, Director of Health Services** 299 12th Street, Marina, CA 93933 Email address: jimenezem@co.monterey.ca.us
Prime Contract Identification:	**Client: California Department of Health Care Services** **Agreement No.: 22-20574** **Contract Title:** *"California Behavioral Health Workforce Development (CA BHWD)"*
Subcontract Type:	Deliverable Based Type Contract
Period of Performance:	**October 1, 2023 through December 31, 2024**
Consideration/Budget:	Professional Services NTE **$227,941.84**
Billing Terms:	Quarterly Invoicing, as per Attachment E: Payment Schedule
Payment Terms:	Payment remitted ten (10) business days after receipt of undisputed invoice.

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SUBCONTRACT AGREEMENT

7438-BHWD-MONTEREY- (MIPR2)-02G (MIPMOB2)

This Subcontract is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.,** with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, ("**AHP**" or the "Contractor"), and **MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU,** with offices at **299 12th Street, Marina, CA 93933** ("**MONTEREY**" or "Subcontractor").

WITNESSETH:

WHEREAS, AHP desires to obtain the Subcontractor's services to support statewide expansion of California's Behavioral Health Workforce, with regard to the CA DHCS "*Behavioral Health Workforce Development (BHWD)" Project No.*: 22-20574 (hereinafter the "DHCS Contract") under Subcontract ID: **7438-BHWD-MONTEREY-(MIPR2)-02G (MIPMOB2),** hereinafter the "Subcontract," and the Subcontractor desires to assist AHP in its business by performing such services;

NOW, THEREFORE, based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

This Subcontract, and its Attachments, ("Agreement") constitutes the entire agreement and understanding between the parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.

By: _____

CHARLES GALLAND, GENERAL COUNSEL

Date: _____

MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature of Authorized Entity Representative

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

*(THE FOLLOWING PAGE IS FOR SUBCONTRACTOR'S USE/CONVENIENCE WHEN ADDITIONAL SIGNATURES/APPROVALS/STAMPS ARE REQUIRED **INTERNALLY**)*

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MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

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7438-BHWD-MONTEREY- (MIPR2)-02G (MIPMOB2)

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SECTION 1: PRIVITY OF CONTRACT

This Agreement is funded in whole or in part with funds from AHP's client, State of CA Department of Health Care Services ("DHCS" or "Client") which includes DHCS' Behavioral Health Response and Rescue Project (BHRRP), which is funded by supplemental grants to the Substance Abuse Prevention and Treatment Block Grant and the Community Mental Health Services Block Grant, awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). This project additionally supports the Medi-Cal Peer Support Specialist Certification program, as well as peer-run organization start-up activities, and behavioral health workforce recruitment and retention. Opioid-Settlement Funds will be utilized for the implementation of continued efforts by non-profit Behavioral Health (BH) providers, tribal organizations, and county-operated providers to reduce the risk of opioid use disorder and increase substance use disorder (SUD) workforce through trainings, internships, and retention strategies.

Neither the Client (nor the US Government), nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontract. No privity between the Client, (or the US Government), and Subcontractor is established by this Agreement.

Except as authorized by AHP, Subcontractor shall not communicate with the Client/US Government regarding any matter which is within the scope of AHP's responsibility under the DHCS Contract (the "Prime Contract"), or regarding matters within the scope of this Agreement. In addition, Subcontractor shall not communicate with the Client/US Government regarding any matter of dispute with AHP, which shall be resolved strictly through the Disputes provisions of this Subcontract.

SECTION 2: NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Based** type Agreement. Subcontractor's accounting system must be capable of allocating and segregating costs applicable to this Subcontract.

2.2 Funding

All amounts under this Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to AHP, and Subcontractor shall perform the work within the funding allocations/budget, specified in **Attachment E.**

This Agreement is entered into, and the obligation of funds is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to this Agreement, or should the scope of the work, or Statement of Work be redirected by the Client or AHP so as to affect the work envisioned to be subcontracted, AHP shall have the right to renegotiate this Agreement or to effect a termination (at its discretion) pursuant to the termination section of this Agreement.

2.3 This Agreement hereby incorporates by reference the California Department of Health Care Services (DHCS) Request for Applications (RFA), entitled: Behavioral Health (BH) Mentored Internship Program (MIP), Round 2, together with the Notice of Award from DHCS Behavioral Health Workforce Development. Funding is based upon the Subcontractor's commitment to use MIP, Round 2 funds in accordance with the

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purpose specified in the MIP, Round 2 Request for Applications (RFA).

Total funds currently available for payment and allotted to this Agreement are **Two Hundred Twenty-Seven Thousand, Nine Hundred Forty-One Dollars and Eighty-Four Cents ($227,941.84).**

SECTION 3: SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **October 1, 2023 through December 31, 2024**, unless sooner terminated in accordance with the terms of this Agreement. Any extensions to the period of performance will be supported by a written modification to this Subcontract, and any changes or additions to the Statement of Work/deliverables/days of performance shall be determined at that time.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work, it shall, within five (5) business days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director of the items as described in the Statement of Work (SOW). All deliverables shall be submitted as directed by the Project Director. In no event shall Subcontractor submit a deliverable directly to the Client/US Government, unless specifically directed to do so in writing by the Project Director or his/her designee.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com

3.4 Inspection and Acceptance

(a) Inspection and acceptance of work will be made by the AHP Project Director, or his/her duly authorized representative. The responsibilities of the AHP Project Director includes continuous monitoring of Subcontractor's performance and providing technical inspection and acceptance as required under the Prime Contract.

(b) Inspection and acceptance will be performed at Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, or at such other place(s) as AHP may designate in writing.

(c) Subcontractor shall tender for acceptance those items that conform to the requirements of this Agreement. AHP reserves the right to inspect or test any supplies or services tendered under this Agreement, to the extent practicable at all reasonable

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places and times. The Client and/or SAMHSA also has the right to inspect and evaluate the work performed or being performed under this Agreement. Inspections and tests will be performed in a manner that will not unduly delay the work. AHP may require repair or replacement of non-conforming supplies or re-performance of nonconforming services at no increase in contract price. Upon submission, AHP shall have ten (10) business days to inspect Subcontractor's work. Should AHP and/or Client find the material unsatisfactory, AHP shall notify Subcontractor of the defects within the 10-day period. Subcontractor shall have ten (10) business days to cure said defects associated with Subcontractor's work/product. If inspection or evaluation is to be performed on the premises of Subcontractor or its lower-tier subcontractor(s), Subcontractor shall furnish (and require its subcontractors to furnish) all reasonable facilities and assistance for the safety and convenience of these duties. Any inspection or review undertaken by AHP and/or the Client is solely for the purpose of determining whether the Subcontractor is properly discharging its obligations under this Agreement and should not be relied upon by the Subcontractor or by any third parties as a warranty or representation by AHP and/or the Client as to the quality of the supplies or services.

SECTION 4: STATEMENT OF WORK

(a) Independently, and not as an agent of AHP, the Client, or the US Government, Subcontractor shall furnish to AHP all the services, qualified personnel, material, equipment, and facilities, not otherwise provided by AHP or the Client, as needed to perform the Statement of Work in **Attachment D.**

(b) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are met. The work shall be performed in accordance with high standards of professional skill, and upon delivery and acceptance of the deliverables, AHP shall pay the Subcontractor in accordance with the payment provisions of this Agreement.

SECTION 5: SUBCONTRACTOR TRAVEL

(a) Travel ☒ is ☐ is not authorized under this Agreement.

(b) If travel is authorized above, refer to Travel Reimbursement Information in *Attachment B-Special Subcontract Requirements*.

SECTION 6: CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives

(a) The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this contract, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com /(978) 443-0055 x425

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(b) The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

Tara Fischer, Project Director
Advocates for Human Potential, Inc.
978-261-1463
tfischer@ahpnet.com

6.2 Subcontractor Representatives

(a) The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

_____
Name/Title

_____
Email/phone

(b) The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

_____
Name/Title

_____
Email/phone

6.3 Compensation, Billing Instructions, and Payment

(a) This is a Deliverable Based type Agreement. Subcontractor shall be reimbursed in accordance with **Attachment E**. In addition, all Subcontractor costs are subject to allowability, reasonableness, and any restrictions contained in the Prime Contract, and/or under the Federal Acquisition Regulation ("FAR") if specified.

(b) Invoices may be submitted quarterly or as set forth in the SOW, as per payment schedule and shall provide sufficient detail, including at least the following information on each invoice:

i. Subcontractor's name
ii. Subcontractor's TIN/EIN
iii. Subcontract Agreement ID: **7438-BHWD-MONTEREY- (MIPR2)-02G (MIPMOB2)**
iv. Invoice No.
v. Invoice date

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vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the Statement of Work attached**

vii. Amount Due on the Invoice.

viii. Other substantiating documentation or information as AHP may request

ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the parties."

x. Name/title/telephone number of the person to contact in case of questions about the invoice

xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

(c) The cost of overnight or courier delivery of invoices is not allowed.

(d) Invoices shall be sent electronically to: AP2@AHPNET.COM **.** Upon receipt of an Invoice, proper in form, and accepted and approved by AHP ***(approval of the Invoice shall mean that AHP's Project Director has reviewed, accepted, and signed the Invoice)***, payment shall be remitted via wire transfer or other electronic transmission to an account or accounts designated by Subcontractor in writing, or via First Class Mail, within ten (10) business days after receipt of undisputed invoice. When requested, AHP will inform Subcontractor whether or not a specific Subcontractor invoice has been paid, or when AHP reasonably expects the Client to pay the Subcontractor invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

(e) Subcontractor's right to payment shall be contingent upon the Project Director's review of the deliverables, along with reasonable site inspections or other inspections as may be permitted under this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the Statement of Work in **Attachment D.** Should Subcontractor's lack of satisfactory performance endanger AHP's successful prosecution of its Prime contract responsibilities, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in ten (10) days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Agreement immediately upon written notice.

(f) Supporting Documentation: Subcontractor shall provide supporting documentation for invoices as AHP may request, or as may be necessary for compliance with AHP's billing to the Client.

(g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment D, "Statement of Work,"** the Subcontractor shall provide the deliverable(s) specified within the period of performance of this Agreement. If at the end of the period of performance, the Subcontractor has not completed the deliverable(s), the funding may be reduced. In the event that the term of this Agreement expires before the Subcontractor has provided the deliverable(s), AHP shall have the right to extend the term of the Agreement to the extent necessary to permit the Subcontractor to provide the deliverable(s) specified.

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6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement, and Subcontractor will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," “Assignment of Refunds,” and/or other closeout documents as AHP may require or reasonably request. Payment of the invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, as per 6.3(g), and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract.

6.5 Key Personnel (Not applicable)

Subcontractor shall provide the skilled personnel and management necessary to meet the requirements of the Statement of Work. AHP’s Project Director shall have right to disapprove all personnel proposed by Subcontractor to perform under this Agreement. Other than personnel set forth below, prior to staffing any future key positions, Subcontractor, if so directed by the Project Director, shall submit the names below, and provide any other requested data for the proposed key personnel to the Project Director. Should Project Director deem any individuals who have been submitted as unacceptable, Subcontractor shall immediately remove any personnel deemed unacceptable from the assignment and replace them with an individual of acceptable qualifications, subject to the same submission requirement and right of disapproval above. Subcontractor shall bear all costs associated with such removal and replacement.

Key personnel essential to the work being performed is/are: *Not applicable for this Subcontract.*

No removals, replacements, or diversions of key personnel shall be made without the written consent of AHP’s Project Director.

SECTION 7: CHANGES AND MODIFICATIONS

(a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, extension or carry forward of deliverables/equipment into other quarters, or quantity of services to be performed.

(b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon agreement of a revised price, a modification will be issued. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt.

(c) Failure to agree to any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of the Clause of this Agreement entitled "Disputes." Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

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(d) AHP and/or DHCS may collect additional applicant documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the applicant verbally, by fax, email, or in writing of any documentation that is required and the submission timeline. Failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.

SECTION 8: CONFIDENTIAL INFORMATION

(a) *Non-Disclosure of Confidential (Proprietary) Information:* During the term of this Agreement, Subcontractor and its employees, consultants and/or lower tiered subcontractors, may receive or have access to data and information that is proprietary to AHP and/or DHCS, including the identity of AHP and/or DHCS clients or grantees. All such data and information made available to, disclosed to, or otherwise made known to Subcontractor, its employees, consultants and/or lower tiered subcontractors as a result of services under this Agreement shall be considered and kept confidential by the Subcontractor, and may be used only for purposes of performing the obligations hereunder. Subcontractor, its employees, consultants and/or lower tiered subcontractors shall not reveal, publish or otherwise disclose such information to any third party without the prior written consent of AHP. Subcontractor shall take all reasonable precautions to prevent any other person with whom it is or may become associated from acquiring confidential proprietary information at any time. Disclosure of the information is for purposes of completing performance under this Agreement, and shall in no way be construed to grant any rights to otherwise use this information, nor shall Subcontractor take action to obtain licenses, patents, trademarks, copyrights, or other rights to said information. Upon the expiration or earlier termination of this Agreement, or at any time that AHP so instructs, Subcontractor agrees to deliver to AHP all proprietary information supplied and delivered, (including all copies, materials, print and electronic, collected and created by Subcontractor in performance of services for AHP), and Subcontractor shall make no further use or utilization of the information. The foregoing obligations shall not apply to information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Subcontractor; (b) becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual, or fiduciary agreement to a third party; (c) Subcontractor develops independently without use of AHP's or DHCS' Confidential Information, as demonstrated by written records and evidence; or (d) is required by law to be disclosed, provided Subcontractor notifies AHP promptly and gives AHP an opportunity to seek an appropriate protective order. These obligations of confidentiality and non-disclosure shall be flowed down to consultants and/or lower tiered subcontractors, and shall survive the termination of this Agreement.

(b) Notwithstanding the above, Subcontractor recognizes and acknowledges that DHCS is a public entity subject to the Public Records Act and information submitted by Subcontractor to AHP as the agent for DHCS or directly to DHCS may be subject to public disclosure and Subcontractor has no right to assume that such information will be kept confidential.

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(c) *Personally Identifiable Information:* Subcontractor shall, and shall ensure that each of its subcontractors, if applicable, shall, maintain reasonable security of all personally identifiable information (including but not limited to personal health information), and comply with all applicable legal requirements relating to such information, including requirements relating to safeguarding, storing, transmitting, sharing, and destroying such information, and breach notification requirements.

Subcontractor shall not, and shall ensure that each of its subcontractors shall not, share personally identifiable information (including but not limited to personal health information) (excluding the personally identifiable information of Subcontractor's (or its subcontractors') directors, officers, employees, agents, affiliates, and designees, in connection with Subcontractor's performance under this Agreement).

SECTION 9: INTELLECTUAL PROPERTY (Intentionally Omitted)

SECTION 10: TERMINATION FOR CAUSE

(a) AHP, or at the direction of the Client, may terminate this Agreement if Subcontractor fails to comply with any terms, conditions, requirements, failure of achievement in any or all deliverables, satisfactory performance, or provisions of the Agreement. AHP shall notify Subcontractor in writing of its failure to comply. Should Subcontractor not remedy such failure within ten (10) business days (Remedy Period), this Agreement may be terminated. Upon notification, or any time during the Remedy Period, Subcontractor may request additional time in order to cure the default and so long as Subcontractor is working in good faith and Client approves, the cure period may be extended to at least thirty (30) business days.

(b) In the event that this Agreement is terminated for cause pursuant to Paragraph (a) above, then neither the Client nor AHP shall be liable for any work that is not performed in accordance with the Subcontract. The Client through AHP will pay the Subcontractor for work that has been performed in accordance with this Subcontract, and the Subcontractor shall transfer to the Client or AHP all work that has been completed and paid for under this Agreement.

(c) This Agreement may be terminated immediately upon notification by either party following a material breach of this Agreement.

(d) This Agreement may be terminated immediately upon receipt of notice (or knowledge) that the Subcontractor has filed for Bankruptcy.

SECTION 11: POLICIES AND CODES

11.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement.

11.2 AHP may perform inspections, review procedures, documents pertaining to the Statement of Work and other elements of this Agreement, perform onsite visits, desk reviews in order to ensure Subcontractor's compliance with 11.1 and 11.2 as well as protect against fraud, waste, and abuse.

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11.3 In the event Subcontractor does not comply with 11.1 and 11.2 above, AHP shall have all rights set forth in Section 10.

SECTION 12: DATA COLLECTION AND PERFORMANCE

12.1 Subcontractor is subject to data collection and reporting requirements, which will be set forth by DHCS and conveyed to Subcontractor by AHP.

12.2 Monitoring and Site Inspection

a. The Subcontractor shall be subject to monitoring by AHP for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's services, procedures, books, and records and site inspections, as AHP deems appropriate. AHP may conduct monitoring activities at any time during the Subcontractor's normal business hours.

b. AHP shall conduct a review of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of grant funds.

c. The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this section constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

SECTION 13: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, ("OCI") as defined in FAR Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

SECTION 14: INSURANCE

(a) Subcontractor shall continuously maintain for the duration of this Agreement, the following insurance at, or in excess of, the limits detailed below:

• Worker's compensation and employer's liability insurance as required by the law(s) of the state or province where the work is performed.

• Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

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- Subcontractor must furnish to AHP a Certificate of Insurance stating that commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor. The commercial general liability insurance policy shall cover for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.
- Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this Agreement, and property insurance sufficient to cover the cost of any AHP, Client, or other property under this Agreement that may be in the control of the Subcontractor.

(b) All policies, except Workers' Compensation and Employer's Liability, shall be endorsed to name AHP as an Additional Insured with respect to the work to be performed by Subcontractor. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available.

(c) Subcontractor shall immediately deposit with AHP upon request a Certificate of Insurance attesting to the above coverage and naming AHP as additional insured parties under such policies. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. AHP may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

(d) Insurance Indemnification. Subcontractor shall indemnify AHP and DHCS for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Subcontractor (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section.

(e) This section shall apply to Subcontractor's lower tier subcontractors/consultants unless waived in writing by AHP.

(f) AHP will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

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SECTION 15: INDEMNIFICATION

(a) Subcontractor shall indemnify and hold harmless AHP and their officers, employees, and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property, ("Claims"), (unless such claims arise from the gross negligence or willful misconduct of AHP), arising out of, resulting from, or relating to, the following:

- Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;
- Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
- The failure to maintain the insurance policies required by this section or the work performed, inclusive of intellectual property infringement, if applicable, under this Subcontract. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;
- Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
- Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;
- Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
- Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, Client, or AHP under the terms of this Agreement.

(b) Subcontractor shall indemnify under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors engaged in performance of the work under this Agreement.

(c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 16: DISPUTES/APPLICABLE LAWS

16.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association ("AAA"). The parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be the State of California in a county elected by AHP. The

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decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a material conflict of interest. The prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the parties are unable to agree.

16.2 Applicable Laws

Each party agrees to comply with the applicable provisions of Federal, State, and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other Federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, Federal law shall govern the interpretation and application thereof. If Federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section shall survive the expiration or termination of the Agreement.

SECTION 17: CERTIFICATIONS

By signature to this Agreement, Subcontractor makes the following Representations and Certifications:

a. Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any lower-tier subcontract that they may enter into as a part of this Subcontract.

b. Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the Statement of Work, due to previous employment obligations, restrictions, commitments, or agreements Subcontractor has with any other federal, state, or local government agency.

c. Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, section 2000d as amended and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.

d. Labor Laws: Subcontractor certifies that it is in compliance with all applicable labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.

e. Americans with Disabilities Act: Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, **Section 508 of the Rehabilitation Act and Americans with Disabilities Act of 1973 as amended** (29 U.S.C. 794(d)), and regulations implementing the Rehabilitation Act of 1973 as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations, and the Americans with Disabilities Act of

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1990 (42 U.S.C. 12101 et seq. and 28 CFR Part 35). 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 11135 codifies section 508 of the Act requiring accessibility of EIT.

f. Employee Compliance: Subcontractor will require all employees, entities, and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.

g. Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organizational conflicts of interest.

h. Age Discrimination Act of 1975 (45 CFR Part 90)

i. Section 1557 of the Affordable Care Act.

j. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended and 2 CFR Part 175

k. Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.

l. Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office 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 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

m. Confidentiality of Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 18: RECORDS AND RECORD KEEPING

a. The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.

b. AHP, DHCS, the Department of General Services, the Bureau of State Audits, SAMHSA, the Inspector General, the Comptroller General of the United States, or their designated representatives, have the right to access any documents, papers, or other records of the Subcontractor which are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable

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access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.

c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 19: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

a. Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable costs under this Agreement.

b. The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

c. If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

d. If Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, "Travel Reimbursement Information."

e. Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 20 "Recovery of Overpayments" for more information.

SECTION 20: RECOVERY OF OVERPAYMENTS

a. Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:

1. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment;
2. A repayment schedule which is agreeable to both AHP and the Subcontractor.

b. AHP reserves the right to select which option will be employed and AHP will notify the Subcontractor in writing of the claim procedure to be utilized.

c. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor's receipt of AHP's demand for repayment.

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d. If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 21: BEST EFFORTS

During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the work to be performed under Section 4 and Attachment D of this Agreement.

THIS AGREEMENT CONSISTS OF **EIGHTEEN (18)** TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT.

LIST OF ATTACHMENTS

TITLE	No. of PAGES
Attachment A—*Standard* Subcontract Terms and Conditions	1
Attachment B—*Special* Subcontract Requirements (Parts 1&2)	35
Attachment C—Subcontractor's Certification	4
Attachment D—Subcontractor's Statement of Work	7
Attachment E—Payment Schedule	1
Attachment F—EO Sanction Notification	2

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ATTACHMENT A
STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall not affect interpretation of this Agreement.

Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws, and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

Lower-Tier Consultants/Subcontractors: AHP's prior written approval is required to obtain services of consultants or lower-tier Subcontractors; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies.

No Assignment: This Agreement is for professional services, and the Agreement, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with authorized travel, or authorized expenses incurred under the Agreement that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if advised of the possibility of such damages.

Force Majeure: Neither party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; pandemics, quarantine restrictions; labor disputes; strikes; defaults of subcontractors/ vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/ regulation/request of a state or local government entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance under this Agreement.

Warranty: Unless a different warranty is specified, Subcontractor warrants all services provided and products delivered will be free from defect in materials and/or workmanship, and will be fit for the purpose intended, and will conform to the specifications of the statement of work. In the event of a breach, AHP may complete the work and seek all remedies available in law or equity.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to the services under this contract, or that has the potential to impair its ability to fulfill this contract, including but not limited to financial, legal or other situations.

Publicity: Without prior written approval of the other, neither party shall use the other's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing party's reasonable control. Use of either party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This Section shall survive expiration/termination of this Agreement.

Restrictions on Hiring: During the period of this Agreement, and for a period of two (2) years after its termination, neither party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other party to leave his/her business association with that party. Parties are not restricted in their right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Agreement.

Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Agreement shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either party, regardless of who may have drafted it or any specific provision.

Third Party Beneficiaries: Unless expressly stated otherwise, this Agreement shall not be construed so as to give any person or entity, other than the parties any legal or equitable claim or right.

Counterparts/Other Instruments: The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Electronic Contracting: If this Agreement is authorized by AHP to be faxed, or otherwise transmitted electronically with a digital or electronic signature; or a scanned, reproduced, photographed, faxed, or other such signature appearing—any of which will be considered an "electronic signature"—neither party shall contest the validity of this Agreement, or any acknowledgement thereof, on the basis that this Agreement or acknowledgement contains an electronic signature.

Binding Effect: This Agreement shall be binding upon the parties, their successors and assigns.

(January, 2023)

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ATTACHMENT B
Special Terms and Conditions (PART 1)
(Adapted Under DHCS Agreement 22-20574-BHWD)
Department of Health Care Services, Exhibit D(F)
(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this Attachment B is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall 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" shall all have the same meaning and refer to the California State agency that is a party to the Prime Contract with AHP.

The term "Contractor" shall apply to AHP.

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.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements
2. Travel and Per Diem Reimbursement
3. Procurement Rules
4. Equipment Ownership / Inventory / Disposition
5. Subcontract Requirements (See Additional Provisions for Replacement Language)
6. Income Restrictions (INTENTIONALLY OMITTED)
7. Audit and Record Retention
8. Site Inspection
9. Federal Contract Funds
10. Termination (INTENTIONALLY OMITTED)
11. Intellectual Property Rights
12. Air or Water Pollution Requirements
13. Prior Approval of Training Seminars, Workshops or Conferences
14. Confidentiality of Information
15. Documents, Publications, and Written Reports
16. Dispute Resolution Process (INTENTIONALLY OMITTED)
17. Financial and Compliance Audit Requirements (INTENTIONALLY OMITTED)
18. Human Subjects Use Requirements (INTENTIONALLY OMITTED)
19. Novation Requirements (INTENTIONALLY OMITTED)
20. Debarment and Suspension Certification
21. Smoke-Free Workplace Certification
22. Drug Free Workplace Act of 1988
23. Covenant Against Contingent Fees
24. Payment Withholds (INTENTIONALLY OMITTED)
25. Performance Evaluation (INTENTIONALLY OMITTED)
26. Officials Not to Benefit
27. Four-Digit Date Compliance
28. Prohibited Use of State Funds for Software
29. Use of Disabled Veteran's Business Enterprises (DVBE) (INTENTIONALLY OMITTED)
30. Use of Small, Minority Owned and Women's Businesses (INTENTIONALLY OMITTED)
31. Alien Ineligibility Certification (INTENTIONALLY OMITTED)
32. Union Organizing (INTENTIONALLY OMITTED)
33. Contract Uniformity (Fringe Benefit Allowability) (INTENTIONALLY OMITTED)
34. Suspension or Stop Work Notification
35. Public Communications
36. Compliance with Statutes and Regulations
37. Lobbying Restrictions and Disclosure Certification

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1. Federal Equal Opportunity Requirements

a. The Subcontractor 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 Subcontractor 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 shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or AHP, setting forth the provisions of the Equal Opportunity clause, Section 503 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 shall state the Subcontractor'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 Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, 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 Subcontractor 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 Subcontractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Subcontractor 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 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Subcontractor 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 CFR 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.

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f. In the event of the Subcontractor'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 cancelled, terminated, or suspended in whole or in part and the Subcontractor 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 CFR 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 Subcontractor 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 CFR 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 Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or AHP may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by AHP, the Subcontractor may request in writing to AHP, 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.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are authorized to be reimbursed with Agreement funds.)

Reimbursement for travel and/or per diem expenses from AHP under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information in this Attachment B-Special Subcontract Requirements. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to California Department of Human Resources (CalHR) rates may be approved by AHP upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall 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.

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3. Procurement Rules

Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by AHP or DHCS or expenses for said items are reimbursed by funds with state or federal funds provided under this Agreement.

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions shall 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 shall 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.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Subcontractor shall make arrangements through AHP, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through AHP/DHCS shall be deducted from the funds available in this Agreement. Subcontractor shall submit to the AHP Contract Manager a list of equipment/property specifications for those items that AHP/the State must procure. DHCS through AHP 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 Subcontractor's address, as stated on the face of the Agreement, unless the Subcontractor notifies AHP, 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 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall 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.

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(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by AHP, prior written authorization from the AHP Contract Office or Project Manager will be required before the Subcontractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Subcontractor must provide in its request for authorization all particulars necessary, as specified by AHP, for evaluating the necessity or 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 AHP (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.

f. The 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. AHP and the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor at any time.

g. For all purchases, the 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) shall also be maintained on file by the Subcontractor for inspection or audit.

h. AHP 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 Subcontractor no less than thirty (30) calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or AHP when said items are purchased or reimbursed by DHCS with state or federal funds provided under this Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with Agreement funds or furnished by AHP/DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt -** AHP requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by AHP or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, Subcontractor shall request a copy from AHP.

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(2) **Annual Equipment/Property Inventory -** If the Subcontractor enters into an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

(a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by AHP.

(c) Contact AHP 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 AHP.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, AHP or DCHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Subcontractor shall 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, AHP may require the Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to AHP.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP under the terms of this Agreement, shall 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 Subcontractor shall provide a final inventory report of equipment and/or property to AHP and shall, at that time, query AHP as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP expense and according to AHP instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP or 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 (INTENTIONALLY OMITTED)

5. Subcontract Requirements (Replaced: See Additional Provisions, Section 7.)

6. Income Restrictions (INTENTIONALLY OMITTED)

7. Audit and Record Retention

a. The Subcontractor shall 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.

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b. The Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Subcontractor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor 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 Subcontractor 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 Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.

d. The Subcontractor (and/or lower-tier subcontractors/independent consultants) shall preserve and make available their records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans 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 shall be preserved and made available for a period of three (3) 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 shall 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 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 data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the 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. The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

HP and/or DHCS 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 Subcontractor, the Subcontractor shall provide and shall 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 shall 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.

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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, the Agreement shall be amended to reflect any reduction in funds.

d. AHP and DHCS have the option to invalidate or cancel the Agreement with 30 days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination (INTENTIONALLY OMITTED)

11. Intellectual Property Rights

a. **Ownership**

(1) Except where AHP has agreed in a signed writing to accept a license, AHP or DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of AHP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of AHP. **Except as otherwise set forth herein, AHP shall not give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to AHP, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to AHP in the third-party's license agreement.

(4) Subcontractor agrees to cooperate with AHP in establishing or maintaining AHP's and/or DHCS exclusive rights in the Intellectual Property, and in assuring AHP's or DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the

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subcontractor assigning and agreeing to assign to AHP and/or DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the Subcontractor or AHP and which result directly or indirectly from this Agreement or any subcontract.

(5) Subcontractor further agrees to assist and cooperate with AHP/DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce AHP's and/or DHCS' Intellectual Property rights and interests.

b. **Retained Rights / License Rights**

1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, Subcontractor shall 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. Subcontractor hereby grants to AHP/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 Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of AHP/DHCS, or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. **Copyright**

(1) Subcontractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire." Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to AHP and/or DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, shall include AHP's or DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services (or AHP if applicable). This material may not be reproduced or disseminated without prior written permission from California Department of Health Care Services (or AHP if applicable)." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. **Patent Rights**

With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Subcontractor hereby grants to AHP and/or DHCS a license as described

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under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to AHP and/or DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist AHP and/or DHCS in securing United States and foreign patents with respect thereto.

e. **Third-Party Intellectual Property**

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or a third party without first: (i) obtaining AHP's prior written approval; and (ii) granting to or obtaining for AHP and/or DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and/or DHCS.

f. **Warranties**

(1) Subcontractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Subcontractor'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 Subcontractor or DHCS or AHP 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 Subcontractor.

(d) Neither Subcontractor'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.

(e) 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 estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to AHP or DHCS in this Agreement.

(g) 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.

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(h) 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 Subcontractor's performance of this Agreement.

(2) AHP AND DHCS MAKE 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.

g. **Intellectual Property Indemnity**

(1) Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and their licensees and assignees, and their officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor 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 Subcontractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of AHP'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 Subcontractor or DCHS or AHP and which result directly or indirectly from this Agreement. This indemnity obligation shall 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. AHP reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against AHP.

(2) Should any Intellectual Property licensed by the Subcontractor to AHP or DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve AHP's/DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to AHP or DHCS. AHP shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for AHP 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, AHP shall 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 equity.

(3) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Intellectual Property provision by Subcontractor. Subcontractor acknowledges AHP or DHCS would suffer irreparable harm in the event of such breach and agrees AHP shall 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.

h. **Federal Funding**

Because this Agreement is funded by the federal government, AHP and DHCS may acquire and maintain the Intellectual Property rights, title, and ownership which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license

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throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

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 USC 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

Subcontractor shall obtain prior AHP 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 Subcontractor shall 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 Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Subcontractor and its employees, agents, or subcontractors shall 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 Subcontractor, 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 Subcontractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Subcontractor's obligations under this Agreement.

c. The Subcontractor and its employees, agents, or subcontractors shall promptly transmit to the AHP Contract Office or Project Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP without prior written authorization from the AHP Contract Office or Project Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall 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 AHP/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.

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15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publication, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports, and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all 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 (INTENTIONALLY OMITTED)

17. Financial and Compliance Audit Requirements (INTENTIONALLY OMITTED)

18. Human Subjects Use Requirements (INTENTIONALLY OMITTED)

19. Novation Requirements (INTENTIONALLY OMITTED)

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376.

b. By signing this Agreement, the Subcontractor 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; 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 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 CFR Part 180, Subpart C as supplemented by 2 CFR 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 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

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(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 Subcontractor is unable to certify to any of the statements in this certification, the Subcontractor shall submit an explanation to AHP and the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Subcontractor knowingly violates this certification, in addition to other remedies available to the Federal Government, AHP may terminate this Agreement for cause or default.

21. 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 with 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.

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, Subcontractor 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. Subcontractor 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.

22. 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 work place.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

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c. Employees must notify their employer of any conviction of a criminal drug statute 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 drugfree workplaces for their employees.

23. Covenant Against Contingent Fees
(Applicable only to federally funded agreements.)

The Subcontractor 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 Subcontractor for the purpose of securing business. For breach or violation of this warranty, AHP shall 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.

24. Payment Withholds (INTENTIONALLY OMITTED)

25. Performance Evaluation (INTENTIONALLY OMITTED)

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Four-Digit Date Compliance

(Applicable to agreements in which Technology (IT) services are provided to AHP or if IT equipment is procured.)

Subcontractor warrants that it will provide only Four-Digit Compliant (as defined below) Deliverables and/or services to the State. “Four Digit Date compliant” Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

28. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Subcontractor 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 or the acquisition, operation or maintenance of computer software in violation of copyright law.

29. Use of Disabled Veteran’s Business Enterprises (DVBE) (INTENTIONALLY OMITTED)

30. Use of Small, Minority Owned and Women’s Businesses (INTENTIONALLY OMITTED)

31. Alien Ineligibility Certification (INTENTIONALLY OMITTED)

32. Union Organizing (INTENTIONALLY OMITTED)

33. Contract Uniformity (Fringe Benefit Allowability) (INTENTIONALLY OMITTED)

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34. Suspension or Stop Work Notification

a. AHP 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 Subcontractor 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 thirty (30) working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Subcontractor shall 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 ninety (90) days of the issuance of a suspension or stop work notification, AHP shall either:

(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 Subcontractor may resume work only upon written concurrence of AHP.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. AHP shall not be liable to the Subcontractor 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 shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the Americans 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. Compliance with Statutes and Regulations

a. The Subcontractor shall comply in all material respects with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431; subpart F; Title 42 CFR Part 433,

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subpart D; Title 42 CFR 434; Title 45 CFR Part 75, subpart D; and title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations, and they shall supersede any conflicting provisions in this Agreement.

37. 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, shall file a certification (in the form set forth in this Attachment B, 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 shall file a disclosure (in the form set forth in this Attachment B, 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 an agreement, or grant or any extension or amendment of that agreement, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall 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 from 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 individual(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 shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to AHP Contract Office or Project 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.

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Subcontractor	**Printed Name of Person Signing for Subcontractor**
Contract/Grant Number	**Signature of Person Signing for Subcontractor**
California Department of Health Care Services (DHCS) Agreement No.: 22-20574-BHWD	
Date	**Title**

After execution by or on behalf of Subcontractor, please return to:

Advocates for Human Potential, Inc. (on behalf of California Department of Health Care Services)

AHP reserves the right to notify the Subcontractor in writing of an alternate submission address.

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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)

☐ Check this box if form is NOT applicable ☐ Check this box if form is applicable and fill in form

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	_ initial filing 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)

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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 follow-up 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 it is, 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 grants.

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.

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.

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.

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Special Terms and Conditions (PART 2)

ADDITIONAL PROVISIONS

(**Adapted under DHCS Agreement DHCS Agreement 22-20574-BHWD Department of Health Care Services, *Exhibit E***)

1. **Amendment Process (INTENTIONALLY OMITTED)**
2. **Cancellation / Termination (INTENTIONALLY OMITTED)**
3. **Avoidance of Conflicts of Interest by Subcontractor**

   A. AHP intends to avoid any real or apparent conflict of interest on the part of the Subcontractor, or employees, officers, and directors of the Subcontractor or lower-tier subcontractors. Thus, AHP reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to AHP review and prior approval.

   B. Conflicts of interest include, but are not limited to:
      1) An instance where the Subcontractor, or any of its lower-tier subcontractors, or any employee, officer, or director of the Subcontractor or any lower-tier subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.

      2) An instance where the Subcontractor's or any lower-tier subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

   C. If AHP is or becomes aware of a known or suspected conflict of interest, the Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by AHP to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by AHP and cannot be resolved to the satisfaction of AHP, the conflict will be grounds for terminating the Agreement. AHP may, at its discretion upon receipt of a written request from the Subcontractor, authorize an extension of the timeline indicated herein.

4. **Term of the Contract**

   1. The term of the Subcontract will be of no force or effect until it is signed by both parties. The Subcontractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered.

   2. The Subcontract term may change due to unforeseen DHCS delays. AHP reserves the right to extend the term of the Subcontract via an amendment as necessary to complete or continue the services. Subcontract extensions are subject to satisfactory performance, funding availability, and approval by DHCS and Department of General Services (DGS) if applicable.

5. **Progress Reports or Meetings (INTENTIONALLY OMITTED)**
6. **Insurance Requirements (INTENTIONALLY OMITTED)**

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7. Subcontract Requirements

(Applicable to agreements under which services are to be performed by lower-tier subcontractors. Subcontractors shall be defined to include *independent consultants*.)

A. This provision replaces and supersedes provision 5 of this Attachment B, Part 1 [DHCS Contract Exhibit D(F).]

B. Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any lower-tier subcontract for services costing $5,000 or more. Except as indicated in paragraph B3) herein, when securing subcontracts for services exceeding $5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.

1) The Subcontractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) AHP may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the 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. Included in this category are entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
h. Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5, Section 5.80, Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/PD/Resources/PageContent/Procurement-Division-Resources-List-Folder/StateContracting-Manual.

4) When the conditions of A1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph B3) herein, shall not commence work before obtaining applicable prior approval from AHP.

C. AHP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by AHP.

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D. Actual subcontracts (i.e., written agreement between the Subcontractor and a subcontractor of $5,000 or more are subject to the prior review and written approval of AHP. AHP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by AHP.

E. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make said copies available for approval, inspection, or audit.

F. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Subcontractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

G. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a lower-tier subcontract.

H. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

I. The Subcontractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

> "(*Lower-tier Subcontractor Name)* agrees to maintain and preserve, until three (3) years after termination of **this Agreement, and DHCS Agreement 22-20574-BHWD,** and final payment from (Subcontractor) to permit AHP, 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."

J. Unless otherwise stipulated in writing by AHP, the Subcontractor shall be the lower-tier subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

K. Subcontractor shall, as applicable, advise all lower-tier subcontractors of their obligations pursuant to the applicable numbered provisions of this Attachment.

8. Inspection Rights and Access Requirements

In addition to *Exhibit D/F, Special Terms and Conditions Part 1, Provision 8, Site Inspection*, Subcontractor also agrees to the following:

1. The Subcontractor shall allow AHP, DHCS, the Federal Department of Health and Human Services (DHHS), the Controller General of the United States, the State Auditor, and other authorized Federal and State agencies or their duly authorized representatives (hereafter "Authorized Representatives"), to inspect, monitor or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement. Such activities shall include, but not be limited to, interviewing employees and/or contracted eligible professionals, obtaining, reviewing, copying and auditing any and all books, records, management systems, and facilities maintained by the subcontractors, pertaining to such services, at any time during normal business hours.

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2. As used in this Provision, books and records shall include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers; reports in development; reports submitted to AHP and DHCS; financial records and books of account; study designs, tools, software, and databases; management information system files; plan data; all medical records, medical charts and prescription files; other documentation pertaining to clinical outcomes, medical, and non-medical services rendered to plan Members; and any related information, regardless of (1) the medium in which these books and records are recorded or reproduced; and (2) the location where compiled and/or stored. All electronic files must be available in a format requested by AHP and DHCS.

3. Upon request, at any time during the period of this Agreement, the Subcontractor shall furnish any relevant information, record, or copy of it, to Authorized Representatives. If a copy is provided, the Authorized Representatives shall have the right to view the original documentation upon request.

4. Notwithstanding any shorter period provided in ***Exhibit D/F, Special Terms and Conditions Part 1, Provision 7, Audit and Record Retention***, this Agreement is subject to the examination and audit of the State Auditor for a period of five (5) years after final payment under this Agreement.

5. To assure compliance with the provisions of this Agreement, applicable Federal and State laws and regulations and for any other reasonable purpose, Authorized Representatives shall have the right to access the Subcontractor's premises, with or without notice. This shall include the Subcontractor's and lower-tier subcontractors' management facilities, presentation sites, or other places where this Agreement's duties are being performed.

6. Staff designated by Authorized Representatives shall have access to all security areas and the Subcontractor shall provide and shall require any and all of its subcontractors to provide, reasonable facilities to such authorized persons in the performance of their duties. Access shall be undertaken in such a manner as not to unduly delay the work of the Subcontractor and/or its subcontractors.

7. The right of access herein shall include on-site visits by Authorized Representatives and by the successor Subcontractor when accompanied by an AHP or DHCS representative(s). Any security device or system which the Subcontractor implements to identify and monitor persons seeking access to secured areas shall be supplied by the Subcontractor to the Authorized Representatives.

9. Record Keeping, Audit/Inspection of Records

The Subcontractor shall maintain books and records as defined in herein, compiled and/or stored at the Subcontractor's defined storage location. The records shall be of sufficient information to disclose how the Subcontractor discharged its obligations under this Agreement. These books and records shall disclose the quantity of services provided under this Agreement and the manner in which the Subcontractor administered its daily business. The cost, manner and amount of payment made to any vendors and any subcontractors for those services shall be maintained and disclosed, as needed, under the terms and conditions of this Agreement.

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10. Subcontractor Certifications

1. With respect to any report, invoice, record, papers, documents, books of account, or other Agreement required date and information submitted pursuant to the requirements of this Agreement, the Subcontractor's authorized designee or his/her representative shall certify that the report, invoice, record, papers, documents, books of account or other Agreement required data and information is current, accurate, complete and in full compliance with legal and this Agreement's requirements to the best of that individual's knowledge and belief, unless the requirement for such certification is expressly waived by AHP in writing.

2. Whenever in this Agreement there is a requirement that the Subcontractor "certify" or submit a "certification," such certification shall be in the form of an affidavit or declaration under penalty of perjury under the laws of the State of California dated and signed by the Subcontractor's representative or his/her authorized designee.

11. Additional Federal Terms and Conditions

The Subcontractor certifies their commitment to comply with the following:

a) Procurement Standards (Competition/Sole Source)
42 CFR Part 495.348
45 CFR Part 95.615
45 CFR Part 92.36
SMM Section 11267

b) Access to Records, Reporting and Agency Attestations
42 CFR Part 495.350
42 CFR Part 495.352
42 CFR Part 495.346
42 CFR Part 433.112 (b)(5)-(9)
45 CFR Part 95.615
SMM Section 11267

c) Software & Ownership Rights, Federal Licenses, Information Safeguarding, HIPAA Compliance, and Progress Reports
42 CFR Part 495.360
45 CFR Part 95.617
42 CFR Part 431.300
42 CFR Part 433.112

d) Security and interface requirements to be employed for all State HIT systems
45 CFR Part 164 Securities and Privacy

California Executive Order - N-6-22 (Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine)

Subcontractor shall comply with California Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO, dated March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed by state law.

Compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required in accordance with **Attachment F**.

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Travel Reimbursement Information

(Lodging and Per Diem Reimbursement - Effective for travel on/after January 1, 2023)

(Flowed down under the Prime Contract. The term "Contractor" shall mean the Subcontractor, "DHCS" shall mean AHP, and "contract" shall mean this Subcontract.)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

   a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/ excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by *the* Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters, or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

      1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
All counties (except the counties identified below)	$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	$ 95.00 plus tax
Marin	$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura, and Edwards AFB	$120.00 plus tax
Counties of Monterey and San Diego	$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	$140.00 plus tax
City of Santa Monica	$150.00 plus tax
San Francisco	$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

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2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	$ 7.00
Lunch	$ 11.00
Dinner	$ 23.00
Incidental expenses	$ 5.00

d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

e. In computing allowances for continuous periods of travel of less than 24 hours, consult the Per Deim Reimbursement Guide.

f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change. At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. Auto mileage reimbursement: If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be 0.655 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement details may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

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6. Contractors are to consult with the program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	And this condition exists…	Meal allowed with receipt
Less than 24 hours	▸ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. ▸ Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. Lunch or incidentals cannot be claimed on one-day trips.	Breakfast Dinner
24 hours or more	▸ Trip begins at or before 6:00 a.m..... ▸ Trip begins at or before 11:00 a.m..... ▸ Trip begins at or before 5:00 p.m.....	Breakfast Lunch Dinner
More than 24 hours	▸ Trip ends at or after 8:00 a.m..... ▸ Trip ends at or after 2:00 p.m..... ▸ Trip ends at or after 7:00 p.m.....	Breakfast Lunch Dinner
The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal. No meal expense may be claimed for reimbursement more than once in any given 24-hour period.		

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Business Associate Agreement ("BAA") 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 BAA Addendum and the contract to which this BAA is attached as an addendum/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. **Subcontractor, the Covered Entity**, understands that **Business Associate (ADVOCATES FOR HUMAN POTENTIAL, INC. "AHP")** may create, receive, maintain, transmit to the California Department of Health Care Services (DHCS) 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. Business Associate is 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. Business Associate and Subcontractor 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 Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Covered Entity.

   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

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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.

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 18 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 Substance Use Disorder 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 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.

9.2 Safeguards and Security.

9.2.1 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 PHI, 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.

9.2.2 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; updates will be available online through the Computer Security Resource Center website.

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9.2.3 Business Associate shall employ FIPS 140-2 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 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 140-2. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 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.

9.2.5 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.

9.2.6 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.

9.3. 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 PHI 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. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of the subpart that apply in the performance of such obligation.

15. **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 Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining compliance with 45 CFR Part 164, Subpart E.

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16. **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, Covered Entity 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 Covered Entity of the conditions that make the return or destruction infeasible and Business Associate and Covered Entity 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.

17. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between Covered Entity and SSA, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents who have access to such data, including employees and agents of its agents, to Covered Entity.

18. **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:

18.1 Notice to Covered Entity.

Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

18.1.2 Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident that risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

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18.1.3 Notice shall be provided to the Covered Entity using the Contact Information provided in this Agreement. Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at the DHCS Data Privacy webpage.

Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by **applicable Federal and State law.**

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Business Associate shall provide a complete report of the investigation to Covered Entity contact(s) within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form 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 Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide Covered Entity with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity 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.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 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 DHCS's review and approval must be obtained before the notifications are made.

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18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity. 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.

18.6 For purposes of this BAA, the Business Associate shall initiate contact with the Covered Entity Contracting Officer, as specified in Section 6.2 of the Subcontract between the parties. If no officer has been so specified, then the Covered Entity shall be responsible to give the Business Associate appropriate written notice to the Business Associate of the individual on behalf of the Covered Entity who is to receive notice(s) for purposes of this BAA. Covered Entity may make changes to the contact information by giving written notice to Business Associate, which changes shall not require an amendment to this Agreement.

19. **Responsibility of Covered Entity.** Covered Entity 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.

20. **Audits, Inspection, and Enforcement.**

20.1 From time to time, Covered Entity may request to 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 Covered Entity in writing. Whether or how Covered Entity exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 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 Covered Entity unless it is legally prohibited from doing so.

21. **Termination.**

21.1 Termination for Cause. Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

21.1.1 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 Covered Entity; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. Covered Entity 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.

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22. Miscellaneous Provisions.

22.1 Disclaimer. Covered Entity 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.

22.2 Amendment.

22.2.1 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.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA that involves inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third person any rights or remedies whatsoever.

22.5 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.

22.6 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.

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Attachment C
Subcontractor Certification

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Subcontractor/Bidder Firm Name	Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

SUBCONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE :

Subcontractor 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 WORK PLACE REQUIREMENTS:

Subcontractor 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.

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c) Every employee who works on the proposed Agreement will:

1. Receive a copy of the company's drug-free policy statement; and,

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 Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor 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:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractor's failure to comply with an order of a Federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. SUBCONTRACTS FOR LEGAL SERVICES $50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1,2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement 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 Agreement period of less than a full year or 10% of its Agreement 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:

Subcontractor 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 Subcontractors 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 Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement 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 subcontractor 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.

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b. The Subcontractor agrees to cooperate fully in providing reasonable access to the subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the subcontractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of $100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:**

For contracts of $100,000 or more, Subcontractor certifies that Subcontractor 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: Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor 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 Subcontractor violates any provisions of above paragraphs, such action by Subcontractor 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:
Subcontractor 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

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Subcontractor 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:
Subcontractor 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. SUBCONTRACTORS NAME CHANGE:
An amendment is required to change the Subcontractor'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 subcontractor 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 subcontractor 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 Subcontractor 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 subcontractors that are not another state agency or other government entity.

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1. CALIFORNIA CIVIL RIGHTS LAWS: For Agreements executed or renewed after January 1, 2017, the subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATION POLICIES: For Agreements executed or renewed after January 1, 2017, if a Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

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ATTACHMENT D STATEMENT OF WORK (SOW)
Mentored Internship Program (MIP) SOW - ROUND 2

County of Monterey, Health Department, MIPMOB2

Intern and Interns' Payment

• Engage Six (6) Graduate Level Interns for a total of Fifty-Two Thousand, Nine Hundred Ninety-Two Dollars and Zero Cents $52,992.00. Throughout the Period of Performance, Subcontractor is allocated Fifty-Two Thousand, Nine Hundred Ninety-Two Dollars and Zero Cents ($52,992.00) ("Intern Total") whereby an equal amount for each Quarter shall be provided. However, in the event that the costs associated for the Intern amount vary for that prescribed Quarter allocation, the differential shall be either added to or subtracted from subsequent future Quarters. Therefore, said amount may be billed as needed over each of the Quarters described below. However, the total amount invoiced for all Quarters cannot exceed the Intern Total.	$52,992.00

YEAR 1

Quarter	Deliverable Description	Amount	Delivery Due
Quarter 1 (10/1/23 – 12/31/23) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 1. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$10,598.40	1/15/24
Quarter 1 (10/1/23 – 12/31/23) 7438.01-004	**Staffing** • Identify and onboard Mentored Internship Program (MIP) Coordinator who will be the lead point of contact with AHP staff and is responsible for ensuring completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Collaborate with educational partner(s). • Initiate Memorandum of Understanding or Letter(s) of support with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Develop MIP Implementation Plan utilizing template provided by AHP. • Begin working on project sustainability package, including the Program Sustainability Assessment Tool (PSAT) and financial management worksheets, all of which shall be provided by AHP.	$34,990.00	1/15/24

	Behavioral Health Workforce Resource Center (BHWRC) website • Register at Home Page | CABHWD (buildingcalhhs.com) and access initial resources. **Reporting** • Participate in collection, submission, and use of data on performance measures, as determined by AHP. • Submit quarterly invoices and quarterly report (10/1/23 – 12/31/23), due on 1/15/24.		
Quarter 2 (1/1/24 – 3/31/24) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 2. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$10,598.40	4/15/24
Quarter 2 (1/1/24 – 3/31/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partner(s) for recruitment, support, and retention of interns. • Finalize and monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP. **Participation in Technical Assistance and Training (TTA) Learning Collaborative Sessions** • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator, and a representative from each partnering educational institution shall attend LCs as designated. **Coaching Calls, Webinars/Trainings, and Site Visits** • Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month.	$34,990.00	4/15/24

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	• Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation. **Reporting** • Participate in collection, submission, and use of data on performance measures, as determined by AHP. • Submit quarterly invoices and quarterly report (1/1/24 – 3/31/24), due on 4/15/24.		
Quarter 3 (4/1/24–6/30/24) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 3. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$10,598.40	7/15/24
Quarter 3 (4/1/24–6/30/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partners for recruitment, support, and retention of interns. • Monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project and incorporation of interns into Subcontractor agency. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP. **Participation in Technical Assistance and Training Learning Collaborative Sessions** • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions, as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator,	$34,990.00	7/15/24

	and a representative from each partnering educational institution shall attend LCs as designated by AHP. **Coaching Calls, Webinars/Trainings, and Site Visits** • Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month. • Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation. **Reporting** • Participate in collection, submission, and use of data on performance measures as determined by AHP. • Submit quarterly invoices and quarterly report (4/1/24 – 6/30/24), due on 7/15/24.		
Quarter 4 (7/1/24 – 9/30/24) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 4. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$10,598.40	10/15/24
Quarter 4 (7/1/24 – 9/30/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partners for recruitment, support, and retention of interns. • Monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP.	$34,990.00	10/15/24

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	Participation in Technical Assistance and Training Learning Collaborative Sessions • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions, as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator, and a representative from each partnering educational institution shall attend LCs as designated by AHP. **Coaching Calls, Webinars/Trainings, and Site Visits** • Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month. • Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation. **Reporting** • Participate in collection, submission, and use of data on performance measures, as determined by AHP. • Submit quarterly invoices and quarterly report (7/1/24 – 9/30/24), due on 10/15/24.		
	Total Year 1	$182,353.60	

County of Monterey, Health Department, MIPMOB2

MIP ROUND 2 - SOW YEAR 2

Deliverable	Deliverable Description	Amount	Delivery Due
Year 2, Quarter 1 (10/1/24–12/31/24)	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in year 2, Quarter 1. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded	$10,598.40	1/15/25

7438.01-004	monthly hours for each intern.		
Year 2, Quarter 1 (10/1/24–12/31/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partners for recruitment, support, and retention of interns. • Monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP. **Participation in Technical Assistance and Training Learning Collaborative Sessions** • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions, as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator, and a representative from each partnering educational institution shall attend LCs as designated by AHP. **Coaching Calls, Webinars/Trainings, and Site Visits** • In addition to the LC sessions, Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month. • Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation.	$34,989.84	1/15/25

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	Reporting • Participate in collection, submission, and use of data on performance measures as determined by AHP. • Submit quarterly invoices and quarterly report (10/1/24 – 12/31/24), due on 1/15/25. • Submit Final Report for full duration of time as MIP Subcontractor, using template provided by AHP.		
		Year 2 Total	**$45,588.24**
		Grand Total	**$227,941.84**

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ATTACHMENT E
PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET

Description	Invoice Description	Amount Estimated
Intern and Interns' Payment	Itemized salary and benefits/taxes (if applicable) or stipend for interns	$52,992.00
Total Intern and Interns' Payments		**$52,992.00**

YEAR ONE

Quarter #/Date Range	Invoice Description (based on Deliverables)	Amount of Invoice
Quarter 1: **10/01/23 – 12/31/23**	Progress Report detailing progress made during Year 1, Quarter 1 due 1/15/24	$34,990.00
Quarter 2: **01/01/24 – 03/31/24**	Progress Report detailing progress made during Year 1, Quarter 2 due 4/15/24	$34,990.00
Quarter 3: **04/01/24 – 06/30/24**	Progress Report detailing progress made during Year 1, Quarter 3 due 7/15/24	$34,990.00
Quarter 4: **07/01/24 – 9/30/24**	Progress Report detailing progress made during Year 1, Quarter 4 due 10/15/24	$34,990.00
Total Deliverables – Year One		**$139,960.00**

PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET
YEAR TWO

Quarter #/Date Range	Invoice Description (based on Deliverables)	Amount of Invoice
Quarter 1: **10/01/24 – 12/31/24**	Progress Report detailing progress made during Year 2, Quarter 1 due 1/15/25	$34,989.84
Total Deliverables – Year Two		**$34,989.84**
Total Contract Amount		**$227,941.84**

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ATTACHMENT F

Contractor and Grantee Compliance with Economic Sanctions
Imposed in Response to Russia's Actions in Ukraine

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 shall be grounds for termination of this agreement.

The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

This clause shall be flowed down and apply to the Subcontractor and any lower-tier subcontractor.

(The reference to "State" shall mean AHP, and the reference to "Contractor" shall mean Subcontractor.)

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State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

May 03, 2022

Charles Galland
Chief Operating Officer
Advocates for Human
Potential, Inc.
490B Boston Post Road,
Sudbury, MA 01776
Contract # 21-10368 A01

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Charles Galland:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Administration
Office MS4200
1501 Capitol Ave, Sacramento, CA 95814
Phone: (916) 552-8006
Internet Address: http://www.DHCS.ca.gov

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COUNTY OF MONTEREY SIGNATURES

APPROVED AS TO LEGAL FORM:

By: DocuSigned by: Shane Ebun Strong 8824564F3836413C...
Office of the County Counsel

Date: 1/12/2024 | 2:05 PM PST

APPROVED AS TO FISCAL PROVISIONS:

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor-Controller Designee

Date: 1/12/2024 | 4:19 PM PST

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SUBCONTRACT AGREEMENT

****

SUMMARY COVER SHEET

Subcontract ID:	**7438-BHWD-MONTEREY- (MIPR2)-03G (MIPMOB3)**
Subcontract Effective Date:	**October 1, 2023**
Contractor:	**ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)** 490-B Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 **AHP Contracting Officer:** Charles Galland, General Counsel Tel: 978-261-1425 (o)/ cgalland@ahpnet.com **AHP Project Director:** Tara Fischer Tel: 978-261-1463 (o)/ tfischer@ahpnet.com **AHP Direct Staff Contact:** Tara Fischer Tel: 978-261-1463 (o)/ tfischer@ahpnet.com
Subcontractor:	**MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU (MONTEREY)** **ATTN: Elsa Mendoza Jimenez, Director of Health Services** 200 Broadway Street, King City, CA 93930 Email address: jimenezem@co.monterey.ca.us
Prime Contract Identification:	**Client: California Department of Health Care Services** **Agreement No.: 22-20574** **Contract Title:** *"California Behavioral Health Workforce Development (CA BHWD)"*
Subcontract Type:	Deliverable Based Type Contract
Period of Performance:	**October 1, 2023 through December 31, 2024**
Consideration/Budget:	Professional Services NTE **$266,452.84**
Billing Terms:	Quarterly Invoicing, as per Attachment E: Payment Schedule
Payment Terms:	Payment remitted ten (10) business days after receipt of undisputed invoice.

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SUBCONTRACT AGREEMENT

7438-BHWD-MONTEREY- (MIPR2)-03G (MIPMOB3)

This Subcontract is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.,** with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, ("**AHP**" or the "Contractor"), and **MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU,** with offices at **200 Broadway Street, King City, CA 93930** ("**MONTEREY**" or "Subcontractor").

WITNESSETH:

WHEREAS, AHP desires to obtain the Subcontractor's services to support statewide expansion of California's Behavioral Health Workforce, with regard to the CA DHCS "*Behavioral Health Workforce Development (BHWD)" Project No.*: 22-20574 (hereinafter the "DHCS Contract") under Subcontract ID: **7438-BHWD-MONTEREY-(MIPR2)-03G (MIPMOB3),** hereinafter the "Subcontract," and the Subcontractor desires to assist AHP in its business by performing such services;

NOW, THEREFORE*,* based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

This Subcontract, and its Attachments, ("Agreement") constitutes the entire agreement and understanding between the parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.

By: _____

CHARLES GALLAND, GENERAL COUNSEL

Date: _____

MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature of Authorized Entity Representative

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

*(THE FOLLOWING PAGE IS FOR SUBCONTRACTOR'S USE/CONVENIENCE WHEN ADDITIONAL SIGNATURES/APPROVALS/STAMPS ARE REQUIRED **INTERNALLY**)*

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MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

_____
Signature

_____
Print or Type Name of Person Signing

_____
Representative Title

Date: _____

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7438-BHWD-MONTEREY- (MIPR2)-03G (MIPMOB3)

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Attachment F – EO Sanction Notification

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SECTION 1: PRIVITY OF CONTRACT

This Agreement is funded in whole or in part with funds from AHP's client, State of CA Department of Health Care Services ("DHCS" or "Client") which includes DHCS' Behavioral Health Response and Rescue Project (BHRRP), which is funded by supplemental grants to the Substance Abuse Prevention and Treatment Block Grant and the Community Mental Health Services Block Grant, awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). This project additionally supports the Medi-Cal Peer Support Specialist Certification program, as well as peer-run organization start-up activities, and behavioral health workforce recruitment and retention. Opioid-Settlement Funds will be utilized for the implementation of continued efforts by non-profit Behavioral Health (BH) providers, tribal organizations, and county-operated providers to reduce the risk of opioid use disorder and increase substance use disorder (SUD) workforce through trainings, internships, and retention strategies.

Neither the Client (nor the US Government), nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontract. No privity between the Client, (or the US Government), and Subcontractor is established by this Agreement.

Except as authorized by AHP, Subcontractor shall not communicate with the Client/US Government regarding any matter which is within the scope of AHP's responsibility under the DHCS Contract (the "Prime Contract"), or regarding matters within the scope of this Agreement. In addition, Subcontractor shall not communicate with the Client/US Government regarding any matter of dispute with AHP, which shall be resolved strictly through the Disputes provisions of this Subcontract.

SECTION 2: NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Based** type Agreement. Subcontractor's accounting system must be capable of allocating and segregating costs applicable to this Subcontract.

2.2 Funding

All amounts under this Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to AHP, and Subcontractor shall perform the work within the funding allocations/budget, specified in **Attachment E.**

This Agreement is entered into, and the obligation of funds is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to this Agreement, or should the scope of the work, or Statement of Work be redirected by the Client or AHP so as to affect the work envisioned to be subcontracted, AHP shall have the right to renegotiate this Agreement or to effect a termination (at its discretion) pursuant to the termination section of this Agreement.

2.3 This Agreement hereby incorporates by reference the California Department of Health Care Services (DHCS) Request for Applications (RFA), entitled: Behavioral Health (BH) Mentored Internship Program (MIP), Round 2, together with the Notice of Award from DHCS Behavioral Health Workforce Development. Funding is based upon the Subcontractor's commitment to use MIP, Round 2 funds in accordance with the

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purpose specified in the MIP, Round 2 Request for Applications (RFA).

Total funds currently available for payment and allotted to this Agreement are **Two Hundred Sixty-Six Thousand, Four Hundred Fifty-Two Dollars and Eighty-Four Cents ($266,452.84).**

SECTION 3: SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **October 1, 2023 through December 31, 2024**, unless sooner terminated in accordance with the terms of this Agreement. Any extensions to the period of performance will be supported by a written modification to this Subcontract, and any changes or additions to the Statement of Work/deliverables/days of performance shall be determined at that time.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work, it shall, within five (5) business days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director of the items as described in the Statement of Work (SOW). All deliverables shall be submitted as directed by the Project Director. In no event shall Subcontractor submit a deliverable directly to the Client/US Government, unless specifically directed to do so in writing by the Project Director or his/her designee.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com

3.4 Inspection and Acceptance

(a) Inspection and acceptance of work will be made by the AHP Project Director, or his/her duly authorized representative. The responsibilities of the AHP Project Director includes continuous monitoring of Subcontractor's performance and providing technical inspection and acceptance as required under the Prime Contract.

(b) Inspection and acceptance will be performed at Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, or at such other place(s) as AHP may designate in writing.

(c) Subcontractor shall tender for acceptance those items that conform to the requirements of this Agreement. AHP reserves the right to inspect or test any supplies or services tendered under this Agreement, to the extent practicable at all reasonable

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places and times. The Client and/or SAMHSA also has the right to inspect and evaluate the work performed or being performed under this Agreement. Inspections and tests will be performed in a manner that will not unduly delay the work. AHP may require repair or replacement of non-conforming supplies or re-performance of nonconforming services at no increase in contract price. Upon submission, AHP shall have ten (10) business days to inspect Subcontractor's work. Should AHP and/or Client find the material unsatisfactory, AHP shall notify Subcontractor of the defects within the 10-day period. Subcontractor shall have ten (10) business days to cure said defects associated with Subcontractor's work/product. If inspection or evaluation is to be performed on the premises of Subcontractor or its lower-tier subcontractor(s), Subcontractor shall furnish (and require its subcontractors to furnish) all reasonable facilities and assistance for the safety and convenience of these duties. Any inspection or review undertaken by AHP and/or the Client is solely for the purpose of determining whether the Subcontractor is properly discharging its obligations under this Agreement and should not be relied upon by the Subcontractor or by any third parties as a warranty or representation by AHP and/or the Client as to the quality of the supplies or services.

SECTION 4: STATEMENT OF WORK

(a) Independently, and not as an agent of AHP, the Client, or the US Government, Subcontractor shall furnish to AHP all the services, qualified personnel, material, equipment, and facilities, not otherwise provided by AHP or the Client, as needed to perform the Statement of Work in **Attachment D.**

(b) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are met. The work shall be performed in accordance with high standards of professional skill, and upon delivery and acceptance of the deliverables, AHP shall pay the Subcontractor in accordance with the payment provisions of this Agreement.

SECTION 5: SUBCONTRACTOR TRAVEL

(a) Travel ☒ is ☐ is not authorized under this Agreement.

(b) If travel is authorized above, refer to Travel Reimbursement Information in *Attachment B-Special Subcontract Requirements*.

SECTION 6: CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives

(a) The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this contract, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com /(978) 443-0055 x425

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(b) The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

Tara Fischer, Project Director
Advocates for Human Potential, Inc.
978-261-1463
tfischer@ahpnet.com

6.2 Subcontractor Representatives

(a) The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

_____
Name/Title

_____
Email/phone

(b) The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

_____
Name/Title

_____
Email/phone

6.3 Compensation, Billing Instructions, and Payment

(a) This is a Deliverable Based type Agreement. Subcontractor shall be reimbursed in accordance with **Attachment E**. In addition, all Subcontractor costs are subject to allowability, reasonableness, and any restrictions contained in the Prime Contract, and/or under the Federal Acquisition Regulation ("FAR") if specified.

(b) Invoices may be submitted quarterly or as set forth in the SOW, as per payment schedule and shall provide sufficient detail, including at least the following information on each invoice:

i. Subcontractor's name
ii. Subcontractor's TIN/EIN
iii. Subcontract Agreement ID: **7438-BHWD-MONTEREY- (MIPR2)-03G (MIPMOB3)**
iv. Invoice No.
v. Invoice date

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vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the Statement of Work attached**

vii. Amount Due on the Invoice.

viii. Other substantiating documentation or information as AHP may request

ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the parties."

x. Name/title/telephone number of the person to contact in case of questions about the invoice

xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

(c) The cost of overnight or courier delivery of invoices is not allowed.

(d) Invoices shall be sent electronically to: AP2@AHPNET.COM **.** Upon receipt of an Invoice, proper in form, and accepted and approved by AHP ***(approval of the Invoice shall mean that AHP's Project Director has reviewed, accepted, and signed the Invoice)***, payment shall be remitted via wire transfer or other electronic transmission to an account or accounts designated by Subcontractor in writing, or via First Class Mail, within ten (10) business days after receipt of undisputed invoice. When requested, AHP will inform Subcontractor whether or not a specific Subcontractor invoice has been paid, or when AHP reasonably expects the Client to pay the Subcontractor invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

(e) Subcontractor's right to payment shall be contingent upon the Project Director's review of the deliverables, along with reasonable site inspections or other inspections as may be permitted under this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the Statement of Work in **Attachment D.** Should Subcontractor's lack of satisfactory performance endanger AHP's successful prosecution of its Prime contract responsibilities, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in ten (10) days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Agreement immediately upon written notice.

(f) Supporting Documentation: Subcontractor shall provide supporting documentation for invoices as AHP may request, or as may be necessary for compliance with AHP's billing to the Client.

(g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment D, "Statement of Work,"** the Subcontractor shall provide the deliverable(s) specified within the period of performance of this Agreement. If at the end of the period of performance, the Subcontractor has not completed the deliverable(s), the funding may be reduced. In the event that the term of this Agreement expires before the Subcontractor has provided the deliverable(s), AHP shall have the right to extend the term of the Agreement to the extent necessary to permit the Subcontractor to provide the deliverable(s) specified.

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6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement, and Subcontractor will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," “Assignment of Refunds,” and/or other closeout documents as AHP may require or reasonably request. Payment of the invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, as per 6.3(g), and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract.

6.5 Key Personnel (Not applicable)

Subcontractor shall provide the skilled personnel and management necessary to meet the requirements of the Statement of Work. AHP’s Project Director shall have right to disapprove all personnel proposed by Subcontractor to perform under this Agreement. Other than personnel set forth below, prior to staffing any future key positions, Subcontractor, if so directed by the Project Director, shall submit the names below, and provide any other requested data for the proposed key personnel to the Project Director. Should Project Director deem any individuals who have been submitted as unacceptable, Subcontractor shall immediately remove any personnel deemed unacceptable from the assignment and replace them with an individual of acceptable qualifications, subject to the same submission requirement and right of disapproval above. Subcontractor shall bear all costs associated with such removal and replacement.

Key personnel essential to the work being performed is/are: *Not applicable for this Subcontract.*

No removals, replacements, or diversions of key personnel shall be made without the written consent of AHP’s Project Director.

SECTION 7: CHANGES AND MODIFICATIONS

(a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, extension or carry forward of deliverables/equipment into other quarters, or quantity of services to be performed.

(b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon agreement of a revised price, a modification will be issued. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt.

(c) Failure to agree to any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of the Clause of this Agreement entitled "Disputes." Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

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(d) AHP and/or DHCS may collect additional applicant documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the applicant verbally, by fax, email, or in writing of any documentation that is required and the submission timeline. Failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.

SECTION 8: CONFIDENTIAL INFORMATION

(a) *Non-Disclosure of Confidential (Proprietary) Information:* During the term of this Agreement, Subcontractor and its employees, consultants and/or lower tiered subcontractors, may receive or have access to data and information that is proprietary to AHP and/or DHCS, including the identity of AHP and/or DHCS clients or grantees. All such data and information made available to, disclosed to, or otherwise made known to Subcontractor, its employees, consultants and/or lower tiered subcontractors as a result of services under this Agreement shall be considered and kept confidential by the Subcontractor, and may be used only for purposes of performing the obligations hereunder. Subcontractor, its employees, consultants and/or lower tiered subcontractors shall not reveal, publish or otherwise disclose such information to any third party without the prior written consent of AHP. Subcontractor shall take all reasonable precautions to prevent any other person with whom it is or may become associated from acquiring confidential proprietary information at any time. Disclosure of the information is for purposes of completing performance under this Agreement, and shall in no way be construed to grant any rights to otherwise use this information, nor shall Subcontractor take action to obtain licenses, patents, trademarks, copyrights, or other rights to said information. Upon the expiration or earlier termination of this Agreement, or at any time that AHP so instructs, Subcontractor agrees to deliver to AHP all proprietary information supplied and delivered, (including all copies, materials, print and electronic, collected and created by Subcontractor in performance of services for AHP), and Subcontractor shall make no further use or utilization of the information. The foregoing obligations shall not apply to information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Subcontractor; (b) becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual, or fiduciary agreement to a third party; (c) Subcontractor develops independently without use of AHP's or DHCS' Confidential Information, as demonstrated by written records and evidence; or (d) is required by law to be disclosed, provided Subcontractor notifies AHP promptly and gives AHP an opportunity to seek an appropriate protective order. These obligations of confidentiality and non-disclosure shall be flowed down to consultants and/or lower tiered subcontractors, and shall survive the termination of this Agreement.

(b) Notwithstanding the above, Subcontractor recognizes and acknowledges that DHCS is a public entity subject to the Public Records Act and information submitted by Subcontractor to AHP as the agent for DHCS or directly to DHCS may be subject to public disclosure and Subcontractor has no right to assume that such information will be kept confidential.

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(c) *Personally Identifiable Information:* Subcontractor shall, and shall ensure that each of its subcontractors, if applicable, shall, maintain reasonable security of all personally identifiable information (including but not limited to personal health information), and comply with all applicable legal requirements relating to such information, including requirements relating to safeguarding, storing, transmitting, sharing, and destroying such information, and breach notification requirements.

Subcontractor shall not, and shall ensure that each of its subcontractors shall not, share personally identifiable information (including but not limited to personal health information) (excluding the personally identifiable information of Subcontractor's (or its subcontractors') directors, officers, employees, agents, affiliates, and designees, in connection with Subcontractor's performance under this Agreement).

SECTION 9: INTELLECTUAL PROPERTY (Intentionally Omitted)

SECTION 10: TERMINATION FOR CAUSE

(a) AHP, or at the direction of the Client, may terminate this Agreement if Subcontractor fails to comply with any terms, conditions, requirements, failure of achievement in any or all deliverables, satisfactory performance, or provisions of the Agreement. AHP shall notify Subcontractor in writing of its failure to comply. Should Subcontractor not remedy such failure within ten (10) business days (Remedy Period), this Agreement may be terminated. Upon notification, or any time during the Remedy Period, Subcontractor may request additional time in order to cure the default and so long as Subcontractor is working in good faith and Client approves, the cure period may be extended to at least thirty (30) business days.

(b) In the event that this Agreement is terminated for cause pursuant to Paragraph (a) above, then neither the Client nor AHP shall be liable for any work that is not performed in accordance with the Subcontract. The Client through AHP will pay the Subcontractor for work that has been performed in accordance with this Subcontract, and the Subcontractor shall transfer to the Client or AHP all work that has been completed and paid for under this Agreement.

(c) This Agreement may be terminated immediately upon notification by either party following a material breach of this Agreement.

(d) This Agreement may be terminated immediately upon receipt of notice (or knowledge) that the Subcontractor has filed for Bankruptcy.

SECTION 11: POLICIES AND CODES

11.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement.

11.2 AHP may perform inspections, review procedures, documents pertaining to the Statement of Work and other elements of this Agreement, perform onsite visits, desk reviews in order to ensure Subcontractor's compliance with 11.1 and 11.2 as well as protect against fraud, waste, and abuse.

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11.3 In the event Subcontractor does not comply with 11.1 and 11.2 above, AHP shall have all rights set forth in Section 10.

SECTION 12: DATA COLLECTION AND PERFORMANCE

12.1 Subcontractor is subject to data collection and reporting requirements, which will be set forth by DHCS and conveyed to Subcontractor by AHP.

12.2 Monitoring and Site Inspection

a. The Subcontractor shall be subject to monitoring by AHP for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's services, procedures, books, and records and site inspections, as AHP deems appropriate. AHP may conduct monitoring activities at any time during the Subcontractor's normal business hours.

b. AHP shall conduct a review of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of grant funds.

c. The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this section constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

SECTION 13: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, ("OCI") as defined in FAR Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

SECTION 14: INSURANCE

(a) Subcontractor shall continuously maintain for the duration of this Agreement, the following insurance at, or in excess of, the limits detailed below:

• Worker's compensation and employer's liability insurance as required by the law(s) of the state or province where the work is performed.

• Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

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- Subcontractor must furnish to AHP a Certificate of Insurance stating that commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor. The commercial general liability insurance policy shall cover for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.
- Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this Agreement, and property insurance sufficient to cover the cost of any AHP, Client, or other property under this Agreement that may be in the control of the Subcontractor.

(b) All policies, except Workers' Compensation and Employer's Liability, shall be endorsed to name AHP as an Additional Insured with respect to the work to be performed by Subcontractor. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available.

(c) Subcontractor shall immediately deposit with AHP upon request a Certificate of Insurance attesting to the above coverage and naming AHP as additional insured parties under such policies. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. AHP may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

(d) Insurance Indemnification. Subcontractor shall indemnify AHP and DHCS for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Subcontractor (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section.

(e) This section shall apply to Subcontractor's lower tier subcontractors/consultants unless waived in writing by AHP.

(f) AHP will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

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SECTION 15: INDEMNIFICATION

(a) Subcontractor shall indemnify and hold harmless AHP and their officers, employees, and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property, ("Claims"), (unless such claims arise from the gross negligence or willful misconduct of AHP), arising out of, resulting from, or relating to, the following:

- Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;
- Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
- The failure to maintain the insurance policies required by this section or the work performed, inclusive of intellectual property infringement, if applicable, under this Subcontract. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;
- Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
- Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;
- Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
- Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, Client, or AHP under the terms of this Agreement.

(b) Subcontractor shall indemnify under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors engaged in performance of the work under this Agreement.

(c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 16: DISPUTES/APPLICABLE LAWS

16.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association ("AAA"). The parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be the State of California in a county elected by AHP. The

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decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a material conflict of interest. The prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the parties are unable to agree.

16.2 Applicable Laws

Each party agrees to comply with the applicable provisions of Federal, State, and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other Federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, Federal law shall govern the interpretation and application thereof. If Federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section shall survive the expiration or termination of the Agreement.

SECTION 17: CERTIFICATIONS

By signature to this Agreement, Subcontractor makes the following Representations and Certifications:

a. Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any lower-tier subcontract that they may enter into as a part of this Subcontract.

b. Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the Statement of Work, due to previous employment obligations, restrictions, commitments, or agreements Subcontractor has with any other federal, state, or local government agency.

c. Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, section 2000d as amended and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.

d. Labor Laws: Subcontractor certifies that it is in compliance with all applicable labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.

e. Americans with Disabilities Act: Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, **Section 508 of the Rehabilitation Act and Americans with Disabilities Act of 1973 as amended** (29 U.S.C. 794(d)), and regulations implementing the Rehabilitation Act of 1973 as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations, and the Americans with Disabilities Act of

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1990 (42 U.S.C. 12101 et seq. and 28 CFR Part 35). 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 11135 codifies section 508 of the Act requiring accessibility of EIT.

f. Employee Compliance: Subcontractor will require all employees, entities, and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.

g. Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organizational conflicts of interest.

h. Age Discrimination Act of 1975 (45 CFR Part 90)

i. Section 1557 of the Affordable Care Act.

j. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended and 2 CFR Part 175

k. Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.

l. Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office 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 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

m. Confidentiality of Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 18: RECORDS AND RECORD KEEPING

a. The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.

b. AHP, DHCS, the Department of General Services, the Bureau of State Audits, SAMHSA, the Inspector General, the Comptroller General of the United States, or their designated representatives, have the right to access any documents, papers, or other records of the Subcontractor which are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable

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access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.

c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 19: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

a. Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable costs under this Agreement.

b. The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

c. If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

d. If Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, "Travel Reimbursement Information."

e. Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 20 "Recovery of Overpayments" for more information.

SECTION 20: RECOVERY OF OVERPAYMENTS

a. Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:

1. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment;
2. A repayment schedule which is agreeable to both AHP and the Subcontractor.

b. AHP reserves the right to select which option will be employed and AHP will notify the Subcontractor in writing of the claim procedure to be utilized.

c. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor's receipt of AHP's demand for repayment.

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d. If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 21: BEST EFFORTS

During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the work to be performed under Section 4 and Attachment D of this Agreement.

THIS AGREEMENT CONSISTS OF **EIGHTEEN (18)** TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT.

LIST OF ATTACHMENTS

TITLE	No. of PAGES
Attachment A—*Standard* Subcontract Terms and Conditions	1
Attachment B—*Special* Subcontract Requirements (Parts 1&2)	35
Attachment C—Subcontractor's Certification	4
Attachment D—Subcontractor's Statement of Work	7
Attachment E—Payment Schedule	1
Attachment F—EO Sanction Notification	2

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Headings: Headings are for convenience of reference only and shall not affect interpretation of this Agreement.

Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws, and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

Lower-Tier Consultants/Subcontractors: AHP's prior written approval is required to obtain services of consultants or lower-tier Subcontractors; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies.

No Assignment: This Agreement is for professional services, and the Agreement, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with authorized travel, or authorized expenses incurred under the Agreement that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if advised of the possibility of such damages.

Force Majeure: Neither party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; pandemics, quarantine restrictions; labor disputes; strikes; defaults of subcontractors/ vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/ regulation/request of a state or local government entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance under this Agreement.

Warranty: Unless a different warranty is specified, Subcontractor warrants all services provided and products delivered will be free from defect in materials and/or workmanship, and will be fit for the purpose intended, and will conform to the specifications of the statement of work. In the event of a breach, AHP may complete the work and seek all remedies available in law or equity.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to the services under this contract, or that has the potential to impair its ability to fulfill this contract, including but not limited to financial, legal or other situations.

Publicity: Without prior written approval of the other, neither party shall use the other's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing party's reasonable control. Use of either party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This Section shall survive expiration/termination of this Agreement.

Restrictions on Hiring: During the period of this Agreement, and for a period of two (2) years after its termination, neither party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other party to leave his/her business association with that party. Parties are not restricted in their right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Agreement.

Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Agreement shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either party, regardless of who may have drafted it or any specific provision.

Third Party Beneficiaries: Unless expressly stated otherwise, this Agreement shall not be construed so as to give any person or entity, other than the parties any legal or equitable claim or right.

Counterparts/Other Instruments: The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Electronic Contracting: If this Agreement is authorized by AHP to be faxed, or otherwise transmitted electronically with a digital or electronic signature; or a scanned, reproduced, photographed, faxed, or other such signature appearing—any of which will be considered an "electronic signature"—neither party shall contest the validity of this Agreement, or any acknowledgement thereof, on the basis that this Agreement or acknowledgement contains an electronic signature.

Binding Effect: This Agreement shall be binding upon the parties, their successors and assigns.

(January, 2023)

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ATTACHMENT B
Special Terms and Conditions (PART 1)
(Adapted Under DHCS Agreement 22-20574-BHWD)
Department of Health Care Services, Exhibit D(F)
(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this Attachment B is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall 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" shall all have the same meaning and refer to the California State agency that is a party to the Prime Contract with AHP.

The term "Contractor" shall apply to AHP.

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.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

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1. Federal Equal Opportunity Requirements

a. The Subcontractor 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 Subcontractor 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 shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or AHP, setting forth the provisions of the Equal Opportunity clause, Section 503 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 shall state the Subcontractor'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 Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, 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 Subcontractor 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 Subcontractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Subcontractor 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 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Subcontractor 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 CFR 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.

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f. In the event of the Subcontractor'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 cancelled, terminated, or suspended in whole or in part and the Subcontractor 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 CFR 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 Subcontractor 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 CFR 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 Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or AHP may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by AHP, the Subcontractor may request in writing to AHP, 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.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are authorized to be reimbursed with Agreement funds.)

Reimbursement for travel and/or per diem expenses from AHP under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information in this Attachment B-Special Subcontract Requirements. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to California Department of Human Resources (CalHR) rates may be approved by AHP upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall 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.

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3. Procurement Rules

Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by AHP or DHCS or expenses for said items are reimbursed by funds with state or federal funds provided under this Agreement.

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions shall 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 shall 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.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Subcontractor shall make arrangements through AHP, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through AHP/DHCS shall be deducted from the funds available in this Agreement. Subcontractor shall submit to the AHP Contract Manager a list of equipment/property specifications for those items that AHP/the State must procure. DHCS through AHP 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 Subcontractor's address, as stated on the face of the Agreement, unless the Subcontractor notifies AHP, 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 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall 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.

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(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by AHP, prior written authorization from the AHP Contract Office or Project Manager will be required before the Subcontractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Subcontractor must provide in its request for authorization all particulars necessary, as specified by AHP, for evaluating the necessity or 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 AHP (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.

f. The 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. AHP and the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor at any time.

g. For all purchases, the 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) shall also be maintained on file by the Subcontractor for inspection or audit.

h. AHP 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 Subcontractor no less than thirty (30) calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or AHP when said items are purchased or reimbursed by DHCS with state or federal funds provided under this Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with Agreement funds or furnished by AHP/DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt -** AHP requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by AHP or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, Subcontractor shall request a copy from AHP.

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(2) **Annual Equipment/Property Inventory -** If the Subcontractor enters into an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

(a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by AHP.

(c) Contact AHP 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 AHP.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, AHP or DCHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Subcontractor shall 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, AHP may require the Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to AHP.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP under the terms of this Agreement, shall 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 Subcontractor shall provide a final inventory report of equipment and/or property to AHP and shall, at that time, query AHP as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP expense and according to AHP instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP or 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 (INTENTIONALLY OMITTED)

5. Subcontract Requirements (Replaced: See Additional Provisions, Section 7.)

6. Income Restrictions (INTENTIONALLY OMITTED)

7. Audit and Record Retention

a. The Subcontractor shall 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.

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b. The Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Subcontractor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor 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 Subcontractor 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 Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.

d. The Subcontractor (and/or lower-tier subcontractors/independent consultants) shall preserve and make available their records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans 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 shall be preserved and made available for a period of three (3) 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 shall 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 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 data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the 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. The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

HP and/or DHCS 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 Subcontractor, the Subcontractor shall provide and shall 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 shall 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.

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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, the Agreement shall be amended to reflect any reduction in funds.

d. AHP and DHCS have the option to invalidate or cancel the Agreement with 30 days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination (INTENTIONALLY OMITTED)

11. Intellectual Property Rights

a. **Ownership**

(1) Except where AHP has agreed in a signed writing to accept a license, AHP or DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of AHP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of AHP. **Except as otherwise set forth herein, AHP shall not give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to AHP, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to AHP in the third-party's license agreement.

(4) Subcontractor agrees to cooperate with AHP in establishing or maintaining AHP's and/or DHCS exclusive rights in the Intellectual Property, and in assuring AHP's or DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the

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subcontractor assigning and agreeing to assign to AHP and/or DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the Subcontractor or AHP and which result directly or indirectly from this Agreement or any subcontract.

(5) Subcontractor further agrees to assist and cooperate with AHP/DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce AHP's and/or DHCS' Intellectual Property rights and interests.

b. **Retained Rights / License Rights**

1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, Subcontractor shall 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. Subcontractor hereby grants to AHP/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 Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of AHP/DHCS, or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. **Copyright**

(1) Subcontractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire." Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to AHP and/or DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, shall include AHP's or DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services (or AHP if applicable). This material may not be reproduced or disseminated without prior written permission from California Department of Health Care Services (or AHP if applicable)." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. **Patent Rights**

With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Subcontractor hereby grants to AHP and/or DHCS a license as described

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under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to AHP and/or DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist AHP and/or DHCS in securing United States and foreign patents with respect thereto.

e. **Third-Party Intellectual Property**

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or a third party without first: (i) obtaining AHP's prior written approval; and (ii) granting to or obtaining for AHP and/or DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and/or DHCS.

f. **Warranties**

(1) Subcontractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Subcontractor'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 Subcontractor or DHCS or AHP 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 Subcontractor.

(d) Neither Subcontractor'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.

(e) 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 estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to AHP or DHCS in this Agreement.

(g) 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.

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(h) 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 Subcontractor's performance of this Agreement.

(2) AHP AND DHCS MAKE 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.

g. **Intellectual Property Indemnity**

(1) Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and their licensees and assignees, and their officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor 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 Subcontractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of AHP'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 Subcontractor or DCHS or AHP and which result directly or indirectly from this Agreement. This indemnity obligation shall 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. AHP reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against AHP.

(2) Should any Intellectual Property licensed by the Subcontractor to AHP or DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve AHP's/DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to AHP or DHCS. AHP shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for AHP 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, AHP shall 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 equity.

(3) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Intellectual Property provision by Subcontractor. Subcontractor acknowledges AHP or DHCS would suffer irreparable harm in the event of such breach and agrees AHP shall 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.

h. **Federal Funding**

Because this Agreement is funded by the federal government, AHP and DHCS may acquire and maintain the Intellectual Property rights, title, and ownership which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license

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throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

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 USC 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

Subcontractor shall obtain prior AHP 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 Subcontractor shall 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 Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Subcontractor and its employees, agents, or subcontractors shall 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 Subcontractor, 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 Subcontractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Subcontractor's obligations under this Agreement.

c. The Subcontractor and its employees, agents, or subcontractors shall promptly transmit to the AHP Contract Office or Project Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP without prior written authorization from the AHP Contract Office or Project Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall 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 AHP/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.

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15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publication, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports, and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all 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 (INTENTIONALLY OMITTED)

17. Financial and Compliance Audit Requirements (INTENTIONALLY OMITTED)

18. Human Subjects Use Requirements (INTENTIONALLY OMITTED)

19. Novation Requirements (INTENTIONALLY OMITTED)

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376.

b. By signing this Agreement, the Subcontractor 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; 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 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 CFR Part 180, Subpart C as supplemented by 2 CFR 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 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

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(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 Subcontractor is unable to certify to any of the statements in this certification, the Subcontractor shall submit an explanation to AHP and the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Subcontractor knowingly violates this certification, in addition to other remedies available to the Federal Government, AHP may terminate this Agreement for cause or default.

21. 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 with 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.

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, Subcontractor 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. Subcontractor 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.

22. 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 work place.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

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c. Employees must notify their employer of any conviction of a criminal drug statute 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 drugfree workplaces for their employees.

23. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Subcontractor 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 Subcontractor for the purpose of securing business. For breach or violation of this warranty, AHP shall 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.

24. Payment Withholds (INTENTIONALLY OMITTED)

25. Performance Evaluation (INTENTIONALLY OMITTED)

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Four-Digit Date Compliance

(Applicable to agreements in which Technology (IT) services are provided to AHP or if IT equipment is procured.)

Subcontractor warrants that it will provide only Four-Digit Compliant (as defined below) Deliverables and/or services to the State. “Four Digit Date compliant” Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

28. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Subcontractor 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 or the acquisition, operation or maintenance of computer software in violation of copyright law.

29. Use of Disabled Veteran’s Business Enterprises (DVBE) (INTENTIONALLY OMITTED)

30. Use of Small, Minority Owned and Women’s Businesses (INTENTIONALLY OMITTED)

31. Alien Ineligibility Certification (INTENTIONALLY OMITTED)

32. Union Organizing (INTENTIONALLY OMITTED)

33. Contract Uniformity (Fringe Benefit Allowability) (INTENTIONALLY OMITTED)

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34. Suspension or Stop Work Notification

a. AHP 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 Subcontractor 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 thirty (30) working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Subcontractor shall 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 ninety (90) days of the issuance of a suspension or stop work notification, AHP shall either:

(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 Subcontractor may resume work only upon written concurrence of AHP.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. AHP shall not be liable to the Subcontractor 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 shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the Americans 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. Compliance with Statutes and Regulations

a. The Subcontractor shall comply in all material respects with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431; subpart F; Title 42 CFR Part 433,

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subpart D; Title 42 CFR 434; Title 45 CFR Part 75, subpart D; and title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations, and they shall supersede any conflicting provisions in this Agreement.

37. 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, shall file a certification (in the form set forth in this Attachment B, 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 shall file a disclosure (in the form set forth in this Attachment B, 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 an agreement, or grant or any extension or amendment of that agreement, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall 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 from 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 individual(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 shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to AHP Contract Office or Project 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.

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Subcontractor	**Printed Name of Person Signing for Subcontractor**
Contract/Grant Number	**Signature of Person Signing for Subcontractor**
California Department of Health Care Services (DHCS) Agreement No.: 22-20574-BHWD	
Date	**Title**

After execution by or on behalf of Subcontractor, please return to:

Advocates for Human Potential, Inc. (on behalf of California Department of Health Care Services)

AHP reserves the right to notify the Subcontractor in writing of an alternate submission address.

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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)

☐ Check this box if form is NOT applicable ☐ Check this box if form is applicable and fill in form

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	_ initial filing 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)

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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 follow-up 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 it is, 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 grants.

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.

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.

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.

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Special Terms and Conditions (PART 2)

ADDITIONAL PROVISIONS

(**Adapted under DHCS Agreement DHCS Agreement 22-20574-BHWD Department of Health Care Services, *Exhibit E***)

1. **Amendment Process (INTENTIONALLY OMITTED)**
2. **Cancellation / Termination (INTENTIONALLY OMITTED)**
3. **Avoidance of Conflicts of Interest by Subcontractor**

   A. AHP intends to avoid any real or apparent conflict of interest on the part of the Subcontractor, or employees, officers, and directors of the Subcontractor or lower-tier subcontractors. Thus, AHP reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to AHP review and prior approval.

   B. Conflicts of interest include, but are not limited to:
      1) An instance where the Subcontractor, or any of its lower-tier subcontractors, or any employee, officer, or director of the Subcontractor or any lower-tier subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.

      2) An instance where the Subcontractor's or any lower-tier subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

   C. If AHP is or becomes aware of a known or suspected conflict of interest, the Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by AHP to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by AHP and cannot be resolved to the satisfaction of AHP, the conflict will be grounds for terminating the Agreement. AHP may, at its discretion upon receipt of a written request from the Subcontractor, authorize an extension of the timeline indicated herein.

4. **Term of the Contract**

   1. The term of the Subcontract will be of no force or effect until it is signed by both parties. The Subcontractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered.

   2. The Subcontract term may change due to unforeseen DHCS delays. AHP reserves the right to extend the term of the Subcontract via an amendment as necessary to complete or continue the services. Subcontract extensions are subject to satisfactory performance, funding availability, and approval by DHCS and Department of General Services (DGS) if applicable.

5. **Progress Reports or Meetings (INTENTIONALLY OMITTED)**
6. **Insurance Requirements (INTENTIONALLY OMITTED)**

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7. Subcontract Requirements

(Applicable to agreements under which services are to be performed by lower-tier subcontractors. Subcontractors shall be defined to include *independent consultants*.)

A. This provision replaces and supersedes provision 5 of this Attachment B, Part 1 [DHCS Contract Exhibit D(F).]

B. Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any lower-tier subcontract for services costing $5,000 or more. Except as indicated in paragraph B3) herein, when securing subcontracts for services exceeding $5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.

1) The Subcontractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) AHP may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the 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. Included in this category are entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
h. Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5, Section 5.80, Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/PD/Resources/PageContent/Procurement-Division-Resources-List-Folder/StateContracting-Manual.

4) When the conditions of A1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph B3) herein, shall not commence work before obtaining applicable prior approval from AHP.

C. AHP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by AHP.

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D. Actual subcontracts (i.e., written agreement between the Subcontractor and a subcontractor of $5,000 or more are subject to the prior review and written approval of AHP. AHP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by AHP.

E. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make said copies available for approval, inspection, or audit.

F. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Subcontractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

G. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a lower-tier subcontract.

H. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

I. The Subcontractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

> "(*Lower-tier Subcontractor Name)* agrees to maintain and preserve, until three (3) years after termination of **this Agreement, and DHCS Agreement 22-20574-BHWD,** and final payment from (Subcontractor) to permit AHP, 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."

J. Unless otherwise stipulated in writing by AHP, the Subcontractor shall be the lower-tier subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

K. Subcontractor shall, as applicable, advise all lower-tier subcontractors of their obligations pursuant to the applicable numbered provisions of this Attachment.

8. Inspection Rights and Access Requirements

In addition to *Exhibit D/F, Special Terms and Conditions Part 1, Provision 8, Site Inspection*, Subcontractor also agrees to the following:

1. The Subcontractor shall allow AHP, DHCS, the Federal Department of Health and Human Services (DHHS), the Controller General of the United States, the State Auditor, and other authorized Federal and State agencies or their duly authorized representatives (hereafter "Authorized Representatives"), to inspect, monitor or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement. Such activities shall include, but not be limited to, interviewing employees and/or contracted eligible professionals, obtaining, reviewing, copying and auditing any and all books, records, management systems, and facilities maintained by the subcontractors, pertaining to such services, at any time during normal business hours.

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2. As used in this Provision, books and records shall include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers; reports in development; reports submitted to AHP and DHCS; financial records and books of account; study designs, tools, software, and databases; management information system files; plan data; all medical records, medical charts and prescription files; other documentation pertaining to clinical outcomes, medical, and non-medical services rendered to plan Members; and any related information, regardless of (1) the medium in which these books and records are recorded or reproduced; and (2) the location where compiled and/or stored. All electronic files must be available in a format requested by AHP and DHCS.

3. Upon request, at any time during the period of this Agreement, the Subcontractor shall furnish any relevant information, record, or copy of it, to Authorized Representatives. If a copy is provided, the Authorized Representatives shall have the right to view the original documentation upon request.

4. Notwithstanding any shorter period provided in ***Exhibit D/F, Special Terms and Conditions Part 1, Provision 7, Audit and Record Retention***, this Agreement is subject to the examination and audit of the State Auditor for a period of five (5) years after final payment under this Agreement.

5. To assure compliance with the provisions of this Agreement, applicable Federal and State laws and regulations and for any other reasonable purpose, Authorized Representatives shall have the right to access the Subcontractor's premises, with or without notice. This shall include the Subcontractor's and lower-tier subcontractors' management facilities, presentation sites, or other places where this Agreement's duties are being performed.

6. Staff designated by Authorized Representatives shall have access to all security areas and the Subcontractor shall provide and shall require any and all of its subcontractors to provide, reasonable facilities to such authorized persons in the performance of their duties. Access shall be undertaken in such a manner as not to unduly delay the work of the Subcontractor and/or its subcontractors.

7. The right of access herein shall include on-site visits by Authorized Representatives and by the successor Subcontractor when accompanied by an AHP or DHCS representative(s). Any security device or system which the Subcontractor implements to identify and monitor persons seeking access to secured areas shall be supplied by the Subcontractor to the Authorized Representatives.

9. Record Keeping, Audit/Inspection of Records

The Subcontractor shall maintain books and records as defined in herein, compiled and/or stored at the Subcontractor's defined storage location. The records shall be of sufficient information to disclose how the Subcontractor discharged its obligations under this Agreement. These books and records shall disclose the quantity of services provided under this Agreement and the manner in which the Subcontractor administered its daily business. The cost, manner and amount of payment made to any vendors and any subcontractors for those services shall be maintained and disclosed, as needed, under the terms and conditions of this Agreement.

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10. Subcontractor Certifications

1. With respect to any report, invoice, record, papers, documents, books of account, or other Agreement required date and information submitted pursuant to the requirements of this Agreement, the Subcontractor's authorized designee or his/her representative shall certify that the report, invoice, record, papers, documents, books of account or other Agreement required data and information is current, accurate, complete and in full compliance with legal and this Agreement's requirements to the best of that individual's knowledge and belief, unless the requirement for such certification is expressly waived by AHP in writing.

2. Whenever in this Agreement there is a requirement that the Subcontractor "certify" or submit a "certification," such certification shall be in the form of an affidavit or declaration under penalty of perjury under the laws of the State of California dated and signed by the Subcontractor's representative or his/her authorized designee.

11. Additional Federal Terms and Conditions

The Subcontractor certifies their commitment to comply with the following:

a) Procurement Standards (Competition/Sole Source)
42 CFR Part 495.348
45 CFR Part 95.615
45 CFR Part 92.36
SMM Section 11267

b) Access to Records, Reporting and Agency Attestations
42 CFR Part 495.350
42 CFR Part 495.352
42 CFR Part 495.346
42 CFR Part 433.112 (b)(5)-(9)
45 CFR Part 95.615
SMM Section 11267

c) Software & Ownership Rights, Federal Licenses, Information Safeguarding, HIPAA Compliance, and Progress Reports
42 CFR Part 495.360
45 CFR Part 95.617
42 CFR Part 431.300
42 CFR Part 433.112

d) Security and interface requirements to be employed for all State HIT systems
45 CFR Part 164 Securities and Privacy

California Executive Order - N-6-22 (Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine)

Subcontractor shall comply with California Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO, dated March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed by state law.

Compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required in accordance with **Attachment F**.

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Travel Reimbursement Information

(Lodging and Per Diem Reimbursement - Effective for travel on/after January 1, 2023)

(Flowed down under the Prime Contract. The term "Contractor" shall mean the Subcontractor, "DHCS" shall mean AHP, and "contract" shall mean this Subcontract.)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

   a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/ excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by *the* Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters, or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

      1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
All counties (except the counties identified below)	$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	$ 95.00 plus tax
Marin	$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura, and Edwards AFB	$120.00 plus tax
Counties of Monterey and San Diego	$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	$140.00 plus tax
City of Santa Monica	$150.00 plus tax
San Francisco	$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

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2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	$ 7.00
Lunch	$ 11.00
Dinner	$ 23.00
Incidental expenses	$ 5.00

d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

e. In computing allowances for continuous periods of travel of less than 24 hours, consult the Per Deim Reimbursement Guide.

f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change. At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. Auto mileage reimbursement: If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be 0.655 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement details may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

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6. Contractors are to consult with the program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	And this condition exists…	Meal allowed with receipt
Less than 24 hours	▸ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. ▸ Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. Lunch or incidentals cannot be claimed on one-day trips.	Breakfast Dinner
24 hours or more	▸ Trip begins at or before 6:00 a.m..... ▸ Trip begins at or before 11:00 a.m..... ▸ Trip begins at or before 5:00 p.m.....	Breakfast Lunch Dinner
More than 24 hours	▸ Trip ends at or after 8:00 a.m..... ▸ Trip ends at or after 2:00 p.m..... ▸ Trip ends at or after 7:00 p.m.....	Breakfast Lunch Dinner
The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal. No meal expense may be claimed for reimbursement more than once in any given 24-hour period.		

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Business Associate Agreement ("BAA") 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 BAA Addendum and the contract to which this BAA is attached as an addendum/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. **Subcontractor, the Covered Entity**, understands that **Business Associate (ADVOCATES FOR HUMAN POTENTIAL, INC. "AHP")** may create, receive, maintain, transmit to the California Department of Health Care Services (DHCS) 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. Business Associate is 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. Business Associate and Subcontractor 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 Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Covered Entity.

   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

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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.

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 18 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 Substance Use Disorder 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 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.

9.2 Safeguards and Security.

9.2.1 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 PHI, 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.

9.2.2 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; updates will be available online through the Computer Security Resource Center website.

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9.2.3 Business Associate shall employ FIPS 140-2 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 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 140-2. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 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.

9.2.5 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.

9.2.6 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.

9.3. 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 PHI 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. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of the subpart that apply in the performance of such obligation.

15. **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 Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining compliance with 45 CFR Part 164, Subpart E.

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16. **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, Covered Entity 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 Covered Entity of the conditions that make the return or destruction infeasible and Business Associate and Covered Entity 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.

17. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between Covered Entity and SSA, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents who have access to such data, including employees and agents of its agents, to Covered Entity.

18. **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:

18.1 Notice to Covered Entity.

Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

18.1.2 Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident that risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

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18.1.3 Notice shall be provided to the Covered Entity using the Contact Information provided in this Agreement. Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at the DHCS Data Privacy webpage.

Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by **applicable Federal and State law.**

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Business Associate shall provide a complete report of the investigation to Covered Entity contact(s) within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form 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 Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide Covered Entity with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity 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.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 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 DHCS's review and approval must be obtained before the notifications are made.

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18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity. 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.

18.6 For purposes of this BAA, the Business Associate shall initiate contact with the Covered Entity Contracting Officer, as specified in Section 6.2 of the Subcontract between the parties. If no officer has been so specified, then the Covered Entity shall be responsible to give the Business Associate appropriate written notice to the Business Associate of the individual on behalf of the Covered Entity who is to receive notice(s) for purposes of this BAA. Covered Entity may make changes to the contact information by giving written notice to Business Associate, which changes shall not require an amendment to this Agreement.

19. **Responsibility of Covered Entity.** Covered Entity 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.

20. **Audits, Inspection, and Enforcement.**

20.1 From time to time, Covered Entity may request to 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 Covered Entity in writing. Whether or how Covered Entity exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 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 Covered Entity unless it is legally prohibited from doing so.

21. **Termination.**

21.1 Termination for Cause. Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

21.1.1 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 Covered Entity; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. Covered Entity 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.

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22. Miscellaneous Provisions.

22.1 Disclaimer. Covered Entity 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.

22.2 Amendment.

22.2.1 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.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA that involves inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third person any rights or remedies whatsoever.

22.5 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.

22.6 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.

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Attachment C
Subcontractor Certification

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Subcontractor/Bidder Firm Name	Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

SUBCONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE :

Subcontractor 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 WORK PLACE REQUIREMENTS:

Subcontractor 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.

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c) Every employee who works on the proposed Agreement will:

1. Receive a copy of the company's drug-free policy statement; and,

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 Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor 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:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractor's failure to comply with an order of a Federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. SUBCONTRACTS FOR LEGAL SERVICES $50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1,2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement 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 Agreement period of less than a full year or 10% of its Agreement 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:

Subcontractor 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 Subcontractors 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 Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement 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 subcontractor 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.

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b. The Subcontractor agrees to cooperate fully in providing reasonable access to the subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the subcontractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of $100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:**

For contracts of $100,000 or more, Subcontractor certifies that Subcontractor 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: Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor 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 Subcontractor violates any provisions of above paragraphs, such action by Subcontractor 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:
Subcontractor 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

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Subcontractor 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:
Subcontractor 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. SUBCONTRACTORS NAME CHANGE:
An amendment is required to change the Subcontractor'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 subcontractor 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 subcontractor 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 Subcontractor 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 subcontractors that are not another state agency or other government entity.

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1. CALIFORNIA CIVIL RIGHTS LAWS: For Agreements executed or renewed after January 1, 2017, the subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATION POLICIES: For Agreements executed or renewed after January 1, 2017, if a Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

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ATTACHMENT D STATEMENT OF WORK (SOW)
Mentored Internship Program (MIP) SOW - ROUND 2

County of Monterey, Health Department, MIPMOB3

Intern and Interns' Payment

• Engage Five (5) Graduate Level Interns for a total of Forty-Seven Thousand, One Hundred Four Dollars and Zero Cents ($47,104.00). Throughout the Period of Performance, Subcontractor is allocated Forty-Seven Thousand, One Hundred Four Dollars and Zero Cents ($47,104.00) ("Intern Total") whereby an equal amount for each Quarter shall be provided. However, in the event that the costs associated for the Intern amount vary for that prescribed Quarter allocation, the differential shall be either added to or subtracted from subsequent future Quarters. Therefore, said amount may be billed as needed over each of the Quarters described below. However, the total amount invoiced for all Quarters cannot exceed the Intern Total.	$47,104.00

YEAR 1

Quarter	Deliverable Description	Amount	Delivery Due
Quarter 1 (10/1/23 – 12/31/23) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 1. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$9,420.80	1/15/24
Quarter 1 (10/1/23 – 12/31/23) 7438.01-004	**Staffing** • Identify and onboard Mentored Internship Program (MIP) Coordinator who will be the lead point of contact with AHP staff and is responsible for ensuring completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Collaborate with educational partner(s). • Initiate Memorandum of Understanding or Letter(s) of support with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Develop MIP Implementation Plan utilizing template provided by AHP. • Begin working on project sustainability package, including the Program Sustainability Assessment Tool (PSAT) and financial management worksheets, all of which shall be provided by AHP.	$43,869.80	1/15/24

	Behavioral Health Workforce Resource Center (BHWRC) website • Register at Home Page | CABHWD (buildingcalhhs.com) and access initial resources. **Reporting** • Participate in collection, submission, and use of data on performance measures, as determined by AHP. • Submit quarterly invoices and quarterly report (10/1/23 – 12/31/23), due on 1/15/24.		
Quarter 2 (1/1/24 – 3/31/24) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 2. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$9,420.80	4/15/24
Quarter 2 (1/1/24 – 3/31/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partner(s) for recruitment, support, and retention of interns. • Finalize and monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP. **Participation in Technical Assistance and Training (TTA) Learning Collaborative Sessions** • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator, and a representative from each partnering educational institution shall attend LCs as designated. **Coaching Calls, Webinars/Trainings, and Site Visits** • Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month.	$43,869.80	4/15/24

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	• Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation. **Reporting** • Participate in collection, submission, and use of data on performance measures, as determined by AHP. • Submit quarterly invoices and quarterly report (1/1/24 – 3/31/24), due on 4/15/24.		
Quarter 3 (4/1/24–6/30/24) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 3. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$9,420.80	7/15/24
Quarter 3 (4/1/24–6/30/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partners for recruitment, support, and retention of interns. • Monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project and incorporation of interns into Subcontractor agency. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP. **Participation in Technical Assistance and Training Learning Collaborative Sessions** • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions, as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator,	$43,869.80	7/15/24

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	and a representative from each partnering educational institution shall attend LCs as designated by AHP. **Coaching Calls, Webinars/Trainings, and Site Visits** • Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month. • Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation. **Reporting** • Participate in collection, submission, and use of data on performance measures as determined by AHP. • Submit quarterly invoices and quarterly report (4/1/24 – 6/30/24), due on 7/15/24.		
Quarter 4 (7/1/24 – 9/30/24) 7438.01-004	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in Quarter 4. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded monthly hours for each intern.	$9,420.80	10/15/24
Quarter 4 (7/1/24 – 9/30/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partners for recruitment, support, and retention of interns. • Monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP.	$43,869.80	10/15/24

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	Participation in Technical Assistance and Training Learning Collaborative Sessions • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions, as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator, and a representative from each partnering educational institution shall attend LCs as designated by AHP. **Coaching Calls, Webinars/Trainings, and Site Visits** • Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month. • Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation. **Reporting** • Participate in collection, submission, and use of data on performance measures, as determined by AHP. • Submit quarterly invoices and quarterly report (7/1/24 – 9/30/24), due on 10/15/24.		
	Total Year 1	$213,162.40	

County of Monterey, Health Department, MIPMOB3

MIP ROUND 2 - SOW YEAR 2

Deliverable	Deliverable Description	Amount	Delivery Due
Year 2, Quarter 1 (10/1/24–12/31/24)	**Interns and Interns' Payment** • Engage a minimum of two (2) interns in year 2, Quarter 1. • Submit the Quarterly Intern(s) Invoice, utilizing the template supplied by AHP, to include all recorded	$9,420.80	1/15/25

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7438.01-004	monthly hours for each intern.		
Year 2, Quarter 1 (10/1/24–12/31/24) 7438.01-004	**Staffing** • MIP Coordinator continues to ensure completion of all deliverables. **Develop Relationship(s) with Educational Partner(s) and Coordinate Organization and Partner(s) Training for MIP** • Continue coordination with educational partners for recruitment, support, and retention of interns. • Monitor relationship(s) with educational partner(s). • Provide internal staff and partner training about MIP project. **Tailored Implementation Plan and Sustainability Plan** • Continue implementation of Subcontractor Implementation Plan, as approved by AHP. • Continue working on project sustainability package, including PSAT and financial management worksheets, all of which shall be provided by AHP. **Participation in Technical Assistance and Training Learning Collaborative Sessions** • Participate in online regional and statewide Learning Collaborative (LC) sessions on a minimum quarterly basis; session schedule to be provided by AHP. • Subcontractor shall ensure that all interns participate in LC sessions, as designated by AHP. • All mentor(s), the Subcontractor's MIP Coordinator, and a representative from each partnering educational institution shall attend LCs as designated by AHP. **Coaching Calls, Webinars/Trainings, and Site Visits** • In addition to the LC sessions, Subcontractor shall participate in individual and/or regional coaching calls monthly. • Subcontractor shall attend a minimum of one webinar per month. • Participate in in-person site visits, as scheduled by AHP. **Affinity Groups** • Subcontractor shall participate in "Affinity Group Learning Collectives", topic specific meetings held on a quarterly basis by AHP which will consist of 1 or more individual from the Subcontractor organization and AHP to address learning needs identified by AHP. **.Behavioral Health Workforce Resource Center website** • Subcontractor shall access the BHWRC for training and data portal use on a routine basis to access resources that support their MIP project implementation. **Reporting** • Participate in collection, submission, and use of data	$43,869.64	1/15/25

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	on performance measures as determined by AHP. • Submit quarterly invoices and quarterly report (10/1/24 – 12/31/24), due on 1/15/25. • Submit Final Report for full duration of time as MIP Subcontractor, using template provided by AHP.		
	Year 2 Total		**$53,290.44**
	Grand Total		**$266,452.84**

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ATTACHMENT E
PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET

Description	Invoice Description	Amount Estimated
Intern and Interns' Payment	Itemized salary and benefits/taxes (if applicable) or stipend for interns	$47,104.00
Total Intern and Interns' Payments		**$47,104.00**

YEAR ONE

Quarter #/Date Range	Invoice Description (based on Deliverables)	Amount of Invoice
Quarter 1: **10/01/23 – 12/31/23**	Progress Report detailing progress made during Year 1, Quarter 1 due 1/15/24	$43,869.80
Quarter 2: **01/01/24 – 03/31/24**	Progress Report detailing progress made during Year 1, Quarter 2 due 4/15/24	$43,869.80
Quarter 3: **04/01/24 – 06/30/24**	Progress Report detailing progress made during Year 1, Quarter 3 due 7/15/24	$43,869.80
Quarter 4: **07/01/24 – 9/30/24**	Progress Report detailing progress made during Year 1, Quarter 4 due 10/15/24	$43,869.80
Total Deliverables – Year One		**$175,479.20**

PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET
YEAR TWO

Quarter #/Date Range	Invoice Description (based on Deliverables)	Amount of Invoice
Quarter 1: **10/01/24 – 12/31/24**	Progress Report detailing progress made during Year 2, Quarter 1 due 1/15/25	$43,869.64
Total Deliverables – Year Two		**$43,869.64**
Total Contract Amount		**$266,452.84**

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ATTACHMENT F

Contractor and Grantee Compliance with Economic Sanctions
Imposed in Response to Russia's Actions in Ukraine

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 shall be grounds for termination of this agreement.

The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

This clause shall be flowed down and apply to the Subcontractor and any lower-tier subcontractor.

(The reference to "State" shall mean AHP, and the reference to "Contractor" shall mean Subcontractor.)

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State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

May 03, 2022

Charles Galland
Chief Operating Officer
Advocates for Human
Potential, Inc.
490B Boston Post Road,
Sudbury, MA 01776
Contract # 21-10368 A01

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Charles Galland:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Administration
Office MS4200
1501 Capitol Ave, Sacramento, CA 95814
Phone: (916) 552-8006
Internet Address: http://www.DHCS.ca.gov

DocuSign Envelope ID: BA0550E3-3532-42B9-89B1-1348C30DD463

COUNTY OF MONTEREY SIGNATURES

APPROVED AS TO LEGAL FORM:

By: DocuSigned by: Shane Eben Strong 6624564F383643C...
Office of the County Counsel

Date: 1/12/2024 | 2:05 PM PST

APPROVED AS TO FISCAL PROVISIONS:

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor-Controller Designee

Date: 1/12/2024 | 4:19 PM PST

Introduced: 1/19/2024

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 revised Mental Health Services Agreement A-16489 with Seneca Family of Agencies for the same term of July 1, 2023 through June 30, 2024, and total Agreement amount not to exceed $4,742,130; and
b. Approve the non-standard cyber liability provisions in the Business Associate Agreement 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 revised Mental Health Services Agreement A-16489 with Seneca Family of Agencies for the same term of July 1, 2023 through June 30, 2024, and total Agreement amount not to exceed $4,742,130; and
b. Approve the non-standard cyber liability provisions in the Business Associate Agreement as recommended by the Director of Health Services.

SUMMARY/DISCUSSION

On June 27, 2023, the County Board of Supervisors approved the Mental Health Services Agreement template A-16489 with Seneca Family of Agencies DBA Kinship Center in the contract amount of $4,742,130 for the term July 1, 2023 to June 30, 2024 for the provision of mental health services, mobile crisis response, wraparound, and family partner services to children, youth, and their families. Services promote improvement in the child's overall functioning; a reduction in the risk of mental health disabilities, an improvement with family member's mental health and well-being to improve the child's mental health functioning; and a reduction in the possibility of future residential care, periodic inpatient hospitalization, placement at out of state facilities, or placement in a juvenile justice facility.

The Agreement, in its entirety, is being presented to the Board of Supervisors for approval for a couple reasons. While the Agreement was in process of being assembled, the vendor's name changed from Seneca Family of Agencies DBA Kinship to Seneca Family of Agencies effective July 1, 2023. Further, both parties negotiated a reduced cyber liability insurance amount of $2,000,000 in Exhibit E: Business Associate Agreement. The Health Department requests that the Board accept the Director of Health's recommendation to accept modification to the cyber liability insurance provisions.

This work supports one of the County of Monterey Health Department's 2018-2024 Strategic Plan Goal(s): 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7. Link people to

needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The office of the County Counsel and Auditor-Controller have reviewed and approved this request as to legal form and fiscal provisions respectively. Risk Management has not approved this Agreement due to non-standard cyber liability limitation provisions.

FINANCING:
This Agreement is funded by Mental Health Federal Financial Participation (MH FFP) (43%), 2011 Realignment-Early Periodic Screening, Diagnosis, and Treatment (EPSDT) (27%), Mental Health Services Act-CSS (MHSA) (4%), MHSA PEI (10%), California Health Facilities Financing Authority (CHFFA) (5%), Family Urgent Response (10%), and SAMHSA (1%). The funds for this Agreement FY 2023-24 will be included in the Health Department's (HEA012, Unit 8410) FY 2023-24 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Charise Walters, Management Analyst II, 755-4703

Approved by:

_____Date_____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment(s):
Board Report
Agreement is on file with Clerk of the Board

DocuSign Envelope ID: CFD1DFA2-CB3C-4B04-9395-F8FAF630B2B8

Introduced: 1/19/2024 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Charise Walters, Management Analyst II, 755-4703

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date 1/19/2024 | 3:58 PM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment(s):

DocuSign Envelope ID: CFD1DFA2-CB3C-4B04-9395-F8FAF630B2B8

Board Report
Agreement is on file with Clerk of the Board

DocuSign Envelope ID: B692E60C-B9BF-43B4-A655-133AD37C53E9

COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: A-16489

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health
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 **SENECA FAMILY OF AGENCIES** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)
"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

"DHCS" means the California Department of Health Care Services.

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II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Outpatient Mental Health Services, Mobile Crisis Support Team services, Wraparound, Mental Health Intensive Services Care, and Family Partner services.**

III. EXHIBITS

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

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

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

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V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **July 1, 2023** and shall remain in effect until **June 30, 2024**.

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

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involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement 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;

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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 XI 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

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1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

VIII. PROGRAM INTEGRITY

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;

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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.

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

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A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

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.

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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.

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.

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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:

   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).

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2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

H. Physician Inventive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

   a. Complete written description of event including outcome;

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

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

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

B. 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;

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).)

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2. Language and Format

    a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

    b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

    c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

        i. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

    d. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

    e. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

    f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

3. Beneficiary Informing Materials

    a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:

        i. Guide to Medi-Cal Mental Health Services

        ii. COUNTY Beneficiary Handbook (BHIN 22-060)

        iii. Provider Directory

        iv. Advance Health Care Directive Form (required for adult clients only)

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v. Notice of Language Assistance Services available upon request at no cost to the client

vi. Language Taglines

vii. Grievance/Appeal Process and Form

viii. Notice of Privacy Practices

ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

c. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

d. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.

e. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

f. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:

i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
ii. Mails a printed copy of the information upon the client's request to the client's mailing address;
iii. Provides the information by email after obtaining the client's agreement to receive the information by email;
iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

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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

1. 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.

2. 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.
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,

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CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XIV. INDEMNIFICATION

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

XV. INSURANCE

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

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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 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.

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

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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, 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 III (A), for services rendered on or after the

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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 IV.

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, and audits.

XVII. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

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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).

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

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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.
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

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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.

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.

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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 employees assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XXI. INDEPENDENT CONTRACTOR

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

XXII. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling

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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.

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.

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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.

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:

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COUNTY OF MONTEREY	**CONTRACTOR**
Katy Eckert, MBA. Behavioral Health Director 1270 Natividad Road Salinas, CA 93906 (831) 755-4509	Leticia Galyean President/Chief Executive Officer 8945 Golf Links Road Oakland, CA 94605 (510) 760-6858 (510) 317-1426

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: DocuSigned by: Shane Ebon Strong 6624564F383643C...
County Counsel

Date: 1/16/2024 | 10:16 AM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 1/16/2024 | 3:01 PM PST

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR
SENECA FAMILY OF AGENCIES

_____
CONTRACTOR's Business Name*

By: DocuSigned by: Leticia Galyean AB03154D78B3438...
(Signature of Chair, President, or Vice-President)*

Leticia Galyean President and CEO
Name and Title

Date: 1/4/2024 | 12:05 PM PST

By: DocuSigned by: Scott Osborn D132B11507B6402...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Scott Osborn Chief Operating Officer
Name and Title

Date: 1/9/2024 | 11:42 AM PST

County Board of Supervisors' Agreement Number: _____.

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

[2]Approval by Auditor-Controller is required

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

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EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies
8945 Golf Links Road
Oakland, CA 94605
510-520-0943

Seneca Family of Agencies
124 River Road
Salinas, CA 93908
831-455-4710

II. PROGRAM GOALS AND OBJECTIVES

PROGRAM 1: D'ARRIGO OUTPATIENT

A. PROGRAM NARRATIVE

The D'Arrigo Outpatient program provides outpatient Mental Health Services, Medication Support and Case Management to eligible children, youth and their families who require outpatient services; and Crisis services for infrequent situations where child/youth is in a foster care home and requires Crisis services for stabilization in the home. Services will promote the mental health of children whose social and emotional well-being has been negatively impacted by loss and trauma associated with poor family functioning, abuse, neglect, domestic violence, parental incarceration and parental substance abuse. The program specializes in serving foster care, adoption care, and adoption preservation and will use their expertise in permanency, development, attachment and trauma to support the well-being of the entire family.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

B. PROGRAM GOALS

1. Improve the child's overall functioning within his/her family, school, peer group and community; and reduce the incidence and risk of mental health disabilities.
2. Improve family member's mental health and well-being to improve the child's mental health functioning through the provision of collateral, group, individual and/or family therapy.
3. Reduce the possibility of future residential care, periodic inpatient hospitalization, placement at out of state facilities, or placement in a juvenile justice facility.

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C. PROGRAM OBJECTIVES

1. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of 150 children, youth and families using the "FSP" model.
    a. Utilize a holistic approach that is child centered and family focused.
    b. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
    c. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
    d. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
    e. Services will be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
    f. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
    g. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department.
    h. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.

2. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
    a. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
    b. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.

3. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
    a. Racial Equity Goal - Reach target level of Latino engagement of 75% or above.
    b. Geographic Equity Goal - Reach target level of South County engagement of 20% or above.

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D. OUTCOME OBJECTIVES

1. 90% of clients will discharge with their treatment goals met or partially met.
   - Data Source: Avatar Electronic Health Record (EHR)
2. Clients will demonstrate improved use of strength and positive coping skills.
   - Data Source: CANS
3. Reduce the level of functional impairment of child or youth.
   - Data Source: Avatar EHR and administrating pre and post-tests
4. Reduce the volume and level of parental stress.
   - Data Source: Administrating pre and post-tests

E. TREATMENT SERVICES

1. Mode of Service: Outpatient
Outpatient Mental Health Services, Medication Support, Crisis Intervention, and Case Management services delivered in clinic, home and community settings, as indicated. Medication Support is offered in person or via telepsychiatry.

2. Delivery Sites
- 124 River Road Salinas, CA 93908
- 1180 Broadway St. King City, CA 93930

3. Hours of Operation
The clinic will operate five (5) days per week, Monday – Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child/youth and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

F. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM IV diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support beyond two visits per month, and IHBS requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The

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contracted duration of the treatment is limited to six (6) months; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

G. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

H. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the 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: http://www.dmh.ca.gov/medccc/library.asp

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/Eligibitity/Login.asp 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 Director of Behavioral Health has approved for these services in writing.

I. REPORTING REQUIREMENTS

1. 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.
2. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
3. Report on each Outcome Objective in Section D.

J. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy.D.
Behavioral Health Services Manager, Children Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B Salinas, CA 93901
(831-755-8430

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PROGRAM 2: EARLY CHILDHOOD TREATMENT

A. PROGRAM NARRATIVE

The Early Childhood Treatment program provides outpatient Mental Health Services, Medication Support, and Case Management, as needed, to infants and children from birth to 5 years of age, and their families (including older siblings that present with mental health needs that are not being provided for through other County Programs). Mental Health Services include individual, family or group therapies and interventions that are designed to provide reduction of mental disability, and improvement and maintenance of functioning consistent with the goals of learning, development, future independent living and enhanced self-sufficiency. Program services are for children that have not experienced pre-natal substance exposure or other in-utero genetic challenges. The focus of the program will be to serve infants and young children who are exhibiting early signs of attachment disruption, poor attunement with their caregivers, and exhibiting trauma symptoms and related behavioral dysregulation. Such services will improve the early attachment relationship, resolve trauma experiences for children as well as the impact of trauma on a child and his/her family, and reduce mental health symptoms.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

B. PROGRAM GOALS

1. Improve the child's overall functioning, support the child's parent/caregiver, improve the family's well-being, and address specific attachment relationship and mental health issues that impact the life of the child and his or her family.
2. Reduce parental and/or familial stress with the parent skills development in evidence informed reflective parenting.
3. Support and empower the child's parent(s)/caregiver(s) by providing knowledge, skills, and strategies to provide effective parental support, including knowledge, skills, and strategies related to the experience of loss and trauma, to in turn improve the child's mental health functioning.

C. PROGRAM OBJECTIVES

1. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of thirty (30) children, youth and families using the "FSP" model.
    a. Utilize a holistic approach that is child centered and family focused.

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b. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
c. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
d. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
e. Services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
f. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
g. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department
h. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.

2. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
    a. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
    b. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.

3. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
    a. Racial Equity Goal - Reach target level of Latino engagement of 75% or above.
    b. Geographic Equity Goal - Reach target level of South County engagement of 20% or above.

D. OUTCOMES OBJECTIVES

1. 90% of clients will discharge with their treatment goals met or partially met.
    - Data Source: Avatar Electronic Health Record (HER)

2. Clients will demonstrate improved use of strength and positive coping skills.
    - Data Source: CANS

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3. Improve the child's functioning within his/her family, pre-school, peer group and community.
   - Data Source: Pre and post-tests and CANS domains scores for children age 0-5.
4. Reduce the volume and level of parental stress.
   - Data Source: Pre and post-tests and CANS domains scores for family needs and strengths.

E. TREATMENT SERVICES

1. **Mode of Service:** Outpatient
   Outpatient Mental Health Services, Medication Support, Case Management, and Crisis services delivered in clinic, home and community settings, as indicated.
2. **Delivery Sites**
   - 124 River Road Salinas, CA 93908
   - 1180 Broadway St. King City, CA 93930
3. **Hours of Operation**
   The clinic will operate five (5) days per week, Monday – Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

F. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational, or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM IV (DSM-V starting in October 2015) diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support beyond two visits per month, and IHBS requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The contracted duration of the treatment is limited to twelve (12) months; any extension requires consultation with the MCBH Health Case Manager and approval of the Contract Monitor.

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G. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

H. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the 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: http://www.dmh.ca.gov/medccc/library.asp

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/Eligibitity/Login.asp 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 Director of Behavioral Health has approved for these services in writing.

I. REPORTING REQUIREMENTS

1. 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.
2. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as an FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
3. Report on each Outcome Objective in Section D.

J. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy.D.
Behavioral Health Services Manager, Children Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B Salinas, CA 93901
(831-755-8430

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PROGRAM 3: MOBILE CRISIS SUPPORT TEAM

A. PROGRAM NARRATIVE

The Mobile Crisis Support Team (MCST) provides community-based mental health crisis response, triage, and stabilization to children and youth up to 21 years of age, and their family who are experiencing immediate acute mental health crisis. The MCST will triage crisis calls placed to a support line and travel in Monterey County communities to provide risk/safety assessment and crisis intervention; collaborate with existing treatment team members; provide linkage for youth and families in need of further mental health services, coordinate with emergency response; and provide follow up services. The clinical threshold for crisis may include aggressive behaviors; suicide attempts/ideation; drug and alcohol overdose or abuse; disruptive symptoms related to thought, mood and anxiety disorders; escalating behavior(s) and, without immediate intervention, the individual is likely to require a higher intensity of services. It may also present as an overt change in functioning or be prompted by traumatic life events. The MCST provides 24 hours, 7 days a week immediate mental health crisis service.

The MCST program is partially funded by a COUNTY awarded Investment in Mental Health Wellness Grant Program for Children and Youth ("CY Grant Program") of the California Health Facilities Financing Authority (CHFFA) to develop and implement a MCST program for the grant period May 30, 2019 through June 30, 2026.

B. PROGRAM GOALS

Provide immediate crisis support and intervention to children and youth with psychiatric emergencies to:

1. Divert psychiatric crises before major impacts on their safety and stability occur.
2. Reduce the volume and frequency of other more restrictive (and less appropriate) services, including inpatient hospitalizations or law enforcement involvement.
3. Increase access to youth-specific crisis support that will effectively address the behavioral needs of youth and families in their communities.

C. PROGRAM OBJECTIVES

1. CONTRACTOR shall provide access to a 24-hours a day, 7 days a week support line for youth and family in crisis. Crisis calls received through the support line are triaged to determine the level of severity and prioritize calls that meet the clinical threshold required for an in-person response available 24 hours a day, 7 days a week.
2. CONTRACTOR shall provide two (2) MCST teams. Each team consist of four (4) staff comprised of one (1) Lead master's level Clinician, two (2) Crisis Clinicians, and one (1) Family Partner and one (1) Peer Partner both serving the entire program with a flexible schedule to meet caregiver needs:

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a. **Lead Clinician:** A licensed registered master's-level staff who responds to mobile response calls. The Lead Clinician provides shift management, assigns teams to respond to calls, and ensures documentation and follow-up occurs.
b. **Crisis Clinician:** A registered master's-level staff who will triage support line calls, provide in person response to crisis situations, and provide follow-up services for youth and families. Half of the MCST clinicians will be bilingual staff.
c. **Family Partner:** A highly trained staff who has lived experience navigating the behavioral health system and focused on providing support to the family. The Family Partner responds to mobile response calls, providing assistance in intake, assessment, and collaboration, support to child and family members, and follow-up services for youth and families.
d. **Peer Partner:** A highly trained staff who has lived experience navigating the behavioral health system and focused on providing peer support to the child/youth. The Peer Partner responds to mobile response calls, providing assistance in intake, assessment, and collaboration, support to child and family members, and follow-up services for youth and families.

3. The MCST will respond in-person, face-to-face within 1-3 hours in extenuating circumstances for urgent needs, or same-day response within 24 hours of nonurgent situations.

4. After hour phone calls will be connected with the CONTRACTOR'S Rapid Response, an Administrator On-Call from the MCST on-call staffing pool, who will assess the severity of the crisis, attempt to stabilize the situation through phone-based counseling and coaching, contact emergency response personnel if there are immediate safety risks, and create a plan for both safety and follow-up with the family. Rapid Response will then write a call summary and forward to MCST staff to facilitate a follow-up call or visit the next morning when the program formally opens again.

5. The MCST shall respond to crisis emergency calls and provide in-person community-based crisis support services, intervention, and stabilization, risk/safety assessment, and case management. The MCST staff does not transport clients and will coordinate transportation as appropriate.
    a. **Crisis Intervention:** Therapeutic interventions are provided to engage the youth and family in a safety and risk assessment. MCST staff will complete a Crisis Assessment Tool and short-term safety plan with the youth and family. If further emergency psychiatric treatment is needed, the MCST will work with the caregivers to develop a plan for immediate referral to emergency psychiatric services in the community. The MCST will work closely with youth, family, teacher, police, paramedics, and/or psychiatric emergency staff when necessary to assist with the referral process for a smooth transition to acute psychiatric care. In the event of an acute mental health crisis, the MCST may assess clients for a WIC 5150/5585 hold or contact the local law enforcement to assess clients for a WIC 5150/5585 hold.

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b. **Case Management:** The MCST may make a referral to a community provider and/or work with existing treatment team members to ensure linkage to needed services. Services may be provided by a Crisis Clinician or a Family Partner. Services may be provided during a crisis.
c. **Assessment:** An Assessment may be provided to the youth during follow up services to assist the youth in further understanding the feelings, behaviors and triggers linked to the crisis. The intent of this service is to have a MCST staff contact the client's support systems (guardian, social workers, therapist, teacher, psychiatrist, etc.) to work together on the best ways to improve or maintain the mental health status of the youth. Services may be provided by a Crisis clinician or a Family Partner. Services may be provided during a crisis.
d. **Mental Health Rehabilitation**: A service activity that includes, but is not limited to, assistance improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming, and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
e. **Collateral**: A service activity involving a significant support person in the beneficiary's life for the purpose of addressing the mental health needs of the beneficiary in terms of achieving goals of the beneficiary's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client; consultation and training of the significant support person(s) to assist in better understanding of mental illness; and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.
f. **Intensive Care Coordination (ICC)**: ICC is similar to the activities that are routinely provided to our clients as Case Management. ICC must be delivered using a Child/Youth/Client and Family Team to develop and guide the planning and service delivery process. The difference between this service code and traditional Case Management is that ICC must be used to facilitate implementation of the cross-system/multi-agency collaborative services approach. ICC also differs from Case Management in that it typically requires more frequent and active participation by the ICC Coordinator to ensure that the needs of the child/youth are being met.

6. CONTRACTOR shall communicate with COUNTY Child Welfare or Probation on direct referrals for system involved youth received from the State Family Urgent Response (FURS) hotline to ensure immediate in-person trauma-informed support during situations of instability, for purposes of preserving the relationship of the caregiver and child/youth, providing developmentally appropriate relationship conflict management and resolution skills, stabilizing the living situation, mitigating the distress of the caregiver or child or youth, connecting the caregiver and child or youth to the existing array of local services, and promoting a healthy and healing environment for children, youth, and families (foster youth and former foster youth)

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7. CONTRACTOR shall ensure minimum staffing levels are maintained, and supervision is provided to all MCST staff, licensed and unlicensed, in accordance with the State Licensure Board. CONTRACTOR shall notify the COUNTY of any staff changes. Any changes in the staffing detail will require prior written approval of the COUNTY.
8. The MCST shall coordinate care planning efforts with COUNTY for existing Monterey County Behavioral Health child and family clients to provide the least restrictive interventions needed for each situation and ensure client and families receive comprehensive and consistent care and the necessary services to maintain stabilization.
9. If the MCST determines the individual in crisis meets the California Welfare and Institutions Code Section 5150/5585 for an involuntary psychiatric hold, the MCST on duty will complete the 5150/5585 documentation. If an individual is placed on an involuntary psychiatric hold by either the MSCT or a responding peace officer, the individual will be transported by peace officer or ambulance.
10. The MCST shall provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS.
11. The MCST shall conduct follow up services that may include necessary safety planning and education to individuals and family; assessment, case management for linkage to appropriate services; and supports, and community resources for youth and families in need of further mental health services in the field to aide in prevention of a future crisis and address unnecessary emergency department visits and inpatient hospitalizations.
12. The MCST shall accept referrals from COUNTY agencies including Behavioral Health, Child Welfare, and Juvenile Probation, and conduct intake appointments, and follow-up meetings with families. CONTRACTOR shall contact new referrals for follow-up services within 24-hours of notification.
13. The MCST shall provide strength-based, individualized services that consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
14. The MCST shall provide culturally and linguistically appropriate services for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
15. The MCST shall participate in a Child and Family Team (CFT) meeting for children and youth in the child welfare or probation system to review goals and strategies to achieve, case planning, placement determination, emancipation planning and/or safety planning as needed.

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16. The MCST shall open and close episodes in the Avatar Electronic Health Record, and document admission, CSI, diagnosis, discharges, and mobile response call log data.

17. The MCST shall complete services and discharge clients within thirty (30) calendar days. Any exceptions shall be made in coordination with the clinical supervisor and document clinical justification. CONTRACTOR shall discharge clients from MCST program if one or more of the following situations occur:
    a. The goals of the Individualized Stabilization Plan are met, and client is no longer in need of crisis stabilization.
    b. Client has no had contact with CONTRACTOR staff for over fourteen (14) of days, and staff has documented a minimum of three (3) attempts to contact the client, including phone calls, field visits to last known address, and/or letters indicating attempts to engage in services prior to closure. Client episode must be closed in Avatar within seventeen (17) business days without contact.

18. CONTRACTOR shall comply with all provisions of the CHFFA Grant Program and FURS requirements in the delivery of MCST program services.

D. TREATMENT SERVICES

1. **Mode of Service:** Outpatient
   Crisis Intervention, Assessment, Case Management, Mental Health Rehabilitation, Collateral, and Intensive Care Coordination.

2. **Delivery Sites**
   - 124 River Road Salinas, CA 93908
   - 1180 Broadway St. King City, CA 93930

   Services may be provided in a variety of settings, including home, school, and community as needed.

3. **Hours of Operation**
   a. Support line is accessible 24 hours a day, 7 days a week, including holidays
   b. At least one team will be available for in-person response 24 hours a day, 7 days a week.

The MCST shall also provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS

E. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County children and youth up to 21 years of age. The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Initial response, triage, and stabilization services will be provided to all referrals that are appropriate regardless

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of Medi-Cal eligibility. Any additional or follow-up services provided to non Medi-Cal eligible children or non-minor dependents up to age 18 will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health or designee has approved for these services in writing.

F. OUTCOME OBJECTIVES

Data collection shall be ongoing and reported on an annual basis per the CHFFA CY Grant Program requirements defined under Section 7328(d). Data for the annual reports to CHFFA are due September 30 each year for the reporting period January 1 – December 31:

1. Number of mobile crisis support vehicles, personnel, and teams implemented and currently in operation.
2. Types of services provided during the reporting period to the target population, including individuals eligible for Medi-Cal, individuals eligible for county health and mental health services, and any other populations affected.
3. Total number of non-duplicated clients served during the reporting period.
4. Percentage of clients who receive a crisis service who, within 15 days, and within 30 days, return for crisis services at a hospital emergency department, psychiatric hospital, detainment centers, juvenile hall, or jail.
5. Reduction in average disposition time for visits to emergency rooms and local hospitals.
6. Reduction in hospital emergency room and psychiatric inpatient utilization.
7. Reduction in law enforcement time spent on mental health crisis calls, contacts, custodies and/or transports for assessment.
8. Facility utilization, during the reporting period, such as number of referrals and referral source.
9. Satisfaction rate of the client and/or their guardian(s) with the crisis services the client received.
10. Value of the program, such as, mitigation of costs to the county, law enforcement, and/or hospitals.

G. REPORTING REQUIREMENTS

CONTRACTOR shall:

1. Report on Section F. Outcomes Objectives identified as responsible party on a quarterly basis.
2. Collect and report Family Urgent Response System (FURS) data as required by CDSS and County.
3. Collect and report data as required by CHFFA and County.

H. LEASE OF COUNTY VEHICLES FOR MCST SERVICES

1. **General:**
    a. COUNTY leases to CONTRACTOR, beginning on the date of this Agreement through the end of the term of this Agreement two (2) COUNTY-owned vehicles.

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b. COUNTY is the registered owner and lessor of the Vehicles and is responsible for the cost of registration, and CONTRACTOR is the lessee of the Vehicles and is responsible for the cost of fuel and lost or stolen keys.
c. Upon expiration or termination of this Agreement, the lease of the Vehicles to CONTRACTOR shall immediately terminate and CONTRACTOR shall surrender the Vehicles to COUNTY to the location specified by COUNTY.
d. COUNTY vehicles/equipment shall only be used for official COUNTY business.
e. COUNTY vehicles/equipment operated for COUNTY business shall be operated in accordance with all safety and legal requirements of the County, State and any other jurisdiction in which they are operated.

2. **COUNTY responsibilities:**
   a. Be responsible for procuring, maintaining and disposing of vehicles leased by contracted providers, in partnership with Fleet Management.
   b. Ensure vehicle evaluation in collaboration with Fleet Management, determine the most economical replacement dates.
   c. Ensure maintenance of COUNTY vehicles is provided in collaboration with Fleet Management in a manner which will best service the interest of the COUNTY. The COUNTY will assume the cost of keeping leased vehicles(s) in good running order, making repairs and replacing all vehicle components necessary due to normal wear and operation. Repairs necessary due to improper maintenance, negligence, carelessness or abuse may be charged to the contracted agency to which the vehicles(s) is assigned.
   d. Will notify contractor within ninety (90) calendar days of the expiration date (based on the term of the contract) for existing lease agreement. If lease is not renewed, the vehicle(s) must be returned to the COUNTY by the expiration date.

3. **CONTRACTOR responsibilities:**
   a. Assume all risk of loss for use of the vehicle(s) in the provision of MCST services.
   b. Procure and maintain at its own expense, liability and casualty insurance coverage for the vehicle(s) within policy limits. CONTRACTOR shall not use vehicle(s) unless and until the COUNTY is provided with certificates of insurance to the COUNTY's satisfaction evidencing appropriate coverage.
   c. Limit use of the vehicles to employees with a valid California driver's license.
   d. CONTRACTOR shall ensure that drivers meet and comply with; CONTRACTOR'S standards for drivers, possess a current valid driver's license, are in good standing with the California Department of Motor Vehicles, and shall provide verification upon request by the COUNTY.
   e. Ensure all contracted personnel designated to drive the leased vehicle attend a defensive driving class.

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f. Shall maintain a current driver's mileage log for all employees utilizing leased vehicles for each use. Mileage log shall include date, time and name of driver, and actual mileage usage.
g. Perform advance and annual driving record screenings of all drivers. No driver with a ticket for reckless driving, driving under the influence, or record of 2 or more points shall be permitted to operate the vehicle(s).
h. Prohibit employees from operating a COUNTY vehicle with any measurable amount of alcohol or illegal substance(s) in the employee's blood stream. Violation of this policy is grounds for disciplinary action as deemed appropriate.
i. Do not paint or otherwise modify the vehicles in any way without the advance written consent of the COUNTY. The COUNTY may inspect the vehicles at any time upon 24-hour notice to contractor.
j. Do not allow smoking in the vehicle(s). This includes electronic smoking devices or paraphernalia.
k. Do not allow consumption of food or drink in the vehicle(s). CONTRACTOR shall maintain general cleanliness of the interior and exterior of the vehicles.
l. Obey Federal, State or local traffic laws and ordinances at all times. Ensure all drivers and passengers are provided with and are utilizing seat belts. Traffic and parking citations issued to an employee while using a COUNTY vehicle are the sole responsibility of the employee involved. If the employee cannot be identified, then the appointing authority of the contractor shall be responsible.
m. Report all mechanical defects to the COUNTY immediately. The driver of a leased vehicle used on COUNTY business must be satisfied that the vehicle is in good operating condition before embarking on a trip. The following items are to be checked by the driver prior to the use of any leased vehicles: brakes, lights, fuel, horn, rear view mirrors, steering, tires and windshield wipers.
n. Bring the vehicles to COUNTY maintenance facilities according to the COUNTY Vehicle Service Schedule for repair, maintenance or inspections. Costs of repairing damage to County vehicles resulting from negligence, abuse or willful misconduct by the employee having custody of the vehicle will be recoverable from the contractor.
o. Do not install any article of personal property in or on the vehicle without prior approval of the COUNTY. Do not "personalize" a COUNTY vehicle, either by maintaining an excessive number of personal belongings in the vehicle or by modifying the cosmetics or mechanical systems of the vehicle in any way.
p. Prohibit employees from removing County vehicle decals, seals, or any vehicle identification.
q. Only use appropriate fuel in leased vehicles. Contractor will assume the cost of gasoline.

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r. CONTRACTOR shall ensure that vehicles are parked and stored in a secure setting when not in use for mental health services at the location specified by the COUNTY in its sole discretion.

s. CONTRACTOR'S use of the Vehicles shall be limited to providing official MCST services only. Only CONTRACTOR'S designated personnel shall be allowed to operate and use the vehicles. Leased vehicle(s) shall not be used to transport any passengers other than authorized employees on official County business. No personal use of the vehicles by CONTRACTOR is allowed. CONTRACTOR shall be subject to and shall follow the County of Monterey Vehicle Use Policy available at https://countyofmonterey.sharepoint.com/sites/Infonet/Policies/Board%20Policies/Vehicle%20Use.pdf#search=county%20vehicle%20use%20policy,as amended from time to time by COUNTY without need for notice to CONTRACTOR, and CONTRACTOR shall provide a copy to its personnel using Vehicles.

t. CONTRACTOR shall report any accident involving any leased vehicle to their appropriate insurance carrier(s). Contractor shall notify the COUNTY Contract Monitor by completing County accident/incident report within 24 hours of the accident. If there is damage to the vehicle, other property damage, or injury to any party, the CONTRACTOR is responsible to file a claim with their insurance carrier and have the vehicle repaired. Completion of vehicle repair, including all invoices shall be filed with the COUNTY within 30 days of repair.

u. If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

I. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract and program implementation; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

J. DESIGNATED CONTRACT MONITOR

Relindis Lorie Diaz, MS, LMFT, IFECMHS, RPFII
Behavioral Health Services Manager II
County of Monterey Children's Behavioral Health, Early Childhood Services Team
951-B Blanco Circle Salinas, CA 93901
(831)784-2113

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PROGRAM 4: WRAPAROUND

A. PROGRAM NARRATIVE

The Wraparound program provides flexible, family-centered, and highly individualized Specialty Mental Health Services and supports for eligible youth and their families involved with foster care, juvenile justice, or children's behavioral health. Wraparound services are designed to enhance permanency and promote the mental health and wellbeing of youth whose social and emotional well-being has been negatively impacted by loss and trauma associated with low family functioning, disrupted attachment, abuse, neglect, exposure to violence, parental incarceration, and parental substance abuse. The program supports the family in identifying their short- and long-term objectives, building a network of natural supports, and facilitating meetings that create accountable action towards treatment goals and family aspirations. Within the Wraparound program clients are provided assessment, intensive care coordination, intensive home-based services, rehabilitation, individual and, family, crisis prevention and response and referrals to clinical services as appropriate.

B. PROGRAM GOALS

1. Youth will *experience increased social supports and community integration* by increasing the number of identified and engaged family members as well as other adult supports in the youth's life, as measured by an increase in family team participants and adult connections from baseline to program graduation.
2. Youth and families will move toward *achievement of family- and team-defined goals*, as measured by treatment goal progress, Wraparound action plan progress, placement stability while enrolled, and status at discharge.
3. Youth will experience *improved behavioral and emotional adjustment and mental health outcomes* in multiple domains, as measured by improved scores in relevant CANS domains, including behavioral and emotional needs, risk behaviors, individual strengths, and life domain functioning.
4. Youth and families will report *satisfaction with Wraparound* as measured by their indicating agreement on Client and Caregiver Perception Surveys.
5. Wraparound will demonstrate *adherence to CDSS-defined Wraparound standards* as measured by the Wraparound Fidelity Index.

C. PROGRAM OBJECTIVES

1. CONTRACTOR shall provide Specialty Mental Health Services to eligible youth and families referred by COUNTY using CONTRACTOR'S innovative Wraparound model, approved by the California Department of Social Services.
2. CONTRACTOR shall provide a Wraparound team composed of a master's-level care coordinator and bachelor's-level support counselors to provide assessment, plan development, intensive care coordination, intensive home-based services, rehabilitation, individual therapy, family therapy, family group counseling, group

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rehabilitation/counseling, collateral group counseling, and crisis prevention and response.

3. Five Wraparound teams will provide Tier 1 Wraparound services to a caseload of six families. One additional team will hold a flexible caseload consisting of zero to four families receiving Tier 1 Wraparound services, and zero to two families receiving Tier 2 high-intensity Wraparound services. This specialized team, designed to serve the County's highest-needs youth at risk of hospitalization or Short-Term Residential Therapeutic Program (STRTP) placement, will have the capacity to provide Tier 2 high-intensity Wraparound services to up to two youth at any given time.

4. All Wraparound services and supports across both tiers shall reflect the following service components:
    a. Services are provided in a manner consistent with the ten principles of the National Wraparound Institute.
    b. Utilize a holistic approach that is youth-driven and family-focused.
    c. Provide assessment, plan development, Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation, individual therapy, family therapy, family group counseling, group rehabilitation/counseling, collateral group counseling, and Crisis Intervention.
    d. Services are provided at a location and time that is convenient for the individual and family to the extent possible, and consistent with organizational capacity. Staff will travel up to 90 miles from their home office to work with youth and families in the community.
    e. Services are provided in the family's preferred language. Seneca shall provide translation and interpretation services as needed.
    f. Clinical staff assignment shall be based upon the needs and preferences of the youth and their family.
    g. Services shall be provided using clinically appropriate treatment modalities as authorized and directed by the COUNTY and provided in a timely manner.
    h. Services shall address issues specific to foster care and permanence in order to improve the youth's stability, permanence, and mental wellbeing.
    i. Services shall be coordinated with COUNTY agencies including the Department of Social Services (DSS), the Health Department (HD), and the Juvenile Probation Department (JPD).
    j. Services shall be provided in alignment with the initial and updated treatment plans. Youth progress shall be regularly re-evaluated and additional services may be authorized based upon documented medical necessity.

5. CONTRACTOR shall provide services as long as necessary to accomplish the youth and family goals, and as authorized by the COUNTY. Wraparound services last an average of 10 months.

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D. OUTCOME OBJECTIVES

1. Accept and enroll 100% of children and youth referred by the COUNTY.
2. Initiate intake and engagement processes for 95% of enrolled families within 24 business hours of receiving a referral from the County.
3. Hold a first face-to-face meeting for 95% of enrolled families within 20 days of receiving a referral from the County.
4. Complete the initial comprehensive assessment, including the CANS assessment if applicable, for 95% of enrolled families within 60 days of the initial face-to-face contact with the family.
5. At least 95% of Wraparound-enrolled youth will conclude services within 18 months.
6. At discharge, at least 75% of Wraparound-enrolled youth who were either placed in or at risk of placement in group home care at intake will be stepped down to or maintained in the least-restrictive, family-like environment.
7. At discharge, at least 75% of Wraparound-enrolled youth with serious emotional or behavioral challenges will have made full or partial progress on their treatment goals.

E. TREATMENT SERVICES

1. **Mode of Service:** Outpatient
   Services inclusive of Assessment, Plan Development, Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation services, Individual Therapy, Family Therapy, Family Group Counseling, Group Rehabilitation/ Counseling, Collateral Group Counseling, and Crisis Intervention.
2. **Program Sites:**
   - 124 River Road, Salinas, CA 93908
   - 1180 Broadway St., King City, CA 93930
3. **Hours of Operation:**
   a. Program operates 7 days per week.
   b. Program sites shall be open from 8:30 AM to 6:00 PM.
   c. Service hours are flexible and adjusted based on client need. Staff may work early in mornings or late in evenings.
   d. Staff remain available to clients for emergency needs on a 24/7 on-call basis.
   e. Services will be provided primarily in the community, such as family homes or client schools, but may also be provided at Program Sites depending on the family's preference.

F. LIMITATION OF SERVICE PER AUTHORIZATION

1. Potential referrals will be screened by the County Interagency Placement Committee (IPC) to ensure that youth meet criteria for admission to the program

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and that family has given preliminary agreement to participate in Wraparound services. Further, COUNTY will ensure that all children and youth referred to the CONTRACTOR meet Medical Necessity criteria through assessment and diagnosis, as described in Title IX, Section 18.30.205 or 1830.210 regulations. If for any reason, the CONTRACTOR believes Medical Necessity has not been established CONTRACTOR retains the right to reject the referral. The COUNTY will provide the CONTRACTOR with copies of clinical assessments and treatment plans, and the CONTRACTOR will maintain those records in a safe and confidential manner consistent with California law and HIPAA regulations. The CONTRACTOR will document all applicable mental health services provided under this contract and in accordance with documentation guidelines as established by Title IX regulations. The CONTRACTOR will provide copies of all clinical notes to the County upon request.

2. Referrals for admission to Wraparound will be initiated by COUNTY.
3. If a child/youth is discharged from the Wraparound program but seeks to re-enroll in services with 7 business days, CONTRACTOR may continue providing services to that child/youth without waiting for authorization by COUNTY. CONTRACTOR shall submit the authorization request to DSS to participate in Wraparound at the next regularly scheduled COUNTY meeting.
4. CONTRACTOR shall ensure one point of contact for all program referrals from the COUNTY to promote ease of access for COUNTY staff.
5. Admission for evaluation and subsequent treatment, if qualified by DSM-V diagnosis and medical necessity or EPSDT criteria, will be the sole authority of Seneca.
6. Primary mental health treatment will remain the responsibility of COUNTY.

I. CASE COODINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

G. TARGET POPULATION

1. Children, youth, and families involved with child welfare or juvenile probation systems who have complex needs requiring intensive, comprehensive, coordinated, highly individualized interventions, as well as linkage to services to ensure safety, permanency, and wellbeing.
2. Specific subpopulations to be served may include:
    a. Families with voluntary (non-Court) child welfare cases
    b. Reunified families whose case closes during service delivery
    c. Legal guardianship cases
    d. Infants and young children ages birth through five
    e. Developmentally delayed children and youth with co-occurring mental health disorders

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f. Pre-adjudicated, juvenile justice involved youth
g. Adopted children and youth

3. Eligibility criteria:
   a. The youth and/or family is experiencing a disturbance in one or more of the following areas: school, community relations, emotional functioning or family relations; and/or:
   b. Intensive service coordination, delivery, and or support is required to assist the family or caretaker in meeting the youth's needs; and
   c. The youth has a family, relative, legal guardian, or other significant person in their life that is open to participating in a strengths-based, family-centered process and resides within close geographic proximity; otherwise, family finding efforts can be used to identify such persons; and
   d. The youth is eligible under California Welfare and Institutions Code (WIC) 300 or 602 (i.e. is a dependent or ward of the Juvenile Court; or
   e. The youth has an open child welfare case (including legal guardianship), adoption aid payments, or juvenile probation petition pending at the time of referral.
   f. For youth not already involved with DSS or JPD, CONTRACTOR will conduct the assessment for medical necessity.

4. CONTRACTOR will collaborate with COUNTY to create a process to serve Behavioral Health youth and families, with complex needs and mental health disorders, such as those discharging from hospitals, with critical Wraparound services, who are not involved with DSS or JPD.

5. The total number of youths who will receive Wraparound services during the year shall not exceed 37. The active capacity for youth receiving Wraparound shall be an average of 34 at a time.

H. FINANCIAL ELIGIBILITY

Monterey County youth who are identified within the population to be served as noted above have full scope Medi-Cal and have been screened and approved by the Interagency Placement Committee. Non Medi-Cal eligible clients, including undocumented or uninsured youth or youth in lockout facilities, who have been screened and approved by the Interagency Placement Committee require pre-authorization by the COUNTY Behavioral Health Director or designee and will be served under the Non-Medi-Cal component. County shall be the payor of last resort.

I. REPORTING REQUIREMENTS

1. CONTRACTOR shall submit progress made on mental health treatment goals as measured by CANS and PSC-35 no later than the last day of the following service month.

2. CONTRACTOR shall collect and report the data on enrolled clients, CFTs, services, and any other information as set forth by the COUNTY as appropriate.

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3. All services are promptly documented by CONTRACTOR in COUNTY Avatar Electronic Health Record system within 72 hours.
4. CONTRACTOR will report on each of the Outcome Objectives described in Section D.

J. MEETING/COMMUNICATIONS

1. CONTRACTOR shall attend regularly scheduled meetings with the COUNTY for the purpose of overseeing implementation of the contract, discussing contract issues, evaluating contract usage and effectiveness, providing updates about client progress, and making recommendations for quality improvements.
2. CONTRACTOR shall attend monthly leadership team meeting with appropriate COUNTY representatives. During program startup, the leadership meeting will occur every two weeks.
3. CONTRACTOR shall attend regular COUNTY Interagency Placement Committee (IPC) meetings to discuss referrals and identify means of maximizing Wraparound slots to most effectively serve youth and families.

K. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy. D.
Behavioral Health Services Manager, Children Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B Salinas, CA 93901
(831-755-8430

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PROGRAM 5: MENTAL HEALTH INTENSIVE SERVICES CARE

A. PROGRAM NARRATIVE

The Mental Health Intensive Services Care Program provides a variety of specialty mental health service support options to ensure that foster children with intensive mental health needs have access to the appropriate level of mental health care services. Several specialty mental health services are part of this program including crisis intervention, Intensive Home-Based Services (IHBS), and Intensive Care Coordination (ICC).

The program allows for home-based care for youth with complex needs. The goal of program is to provide an alternative to residential treatment and to provide shorter-term stabilization for youth with the goal of stepping down to a traditional Intensive Services Foster Care (ISFC) home. Each home has a dedicated resource family parent, an ISFC (Child Welfare Level of Care category) approved resource parent who is also a professional with education and work experience with youth that helps them to understand and respond to the needs of youth placed in their care (e.g. social workers, teachers, nurses, etc.). Mental Health Intensive Services Care homes are intended to be linked directly with supportive community-based services like Wraparound and Mobile Response to prevent placement disruption and to build natural support systems around a youth with intensive needs.

CONRACTOR was selected as the Foster Family Agency (FFA) through a Request for Proposal process to provide clinical oversight and management for mental health services provided to children/youth in need of a Therapeutic Foster Care (TFC) level of service. At present TFC is not made part of this program. Adding TFC back into the program will require an amendment to this Agreement.

B. PROGRAM GOALS

1. Improve functioning and well-being and help the child/youth to remain in community settings, thereby avoiding residential, inpatient, or institutional care.
2. Support comprehensive intervention efforts to ameliorate the child or youth's mental health issues to support successful transition toward stable permanency, through reunification, adoption, or legal guardianship.
3. Provide comprehensive culturally relevant mental health services to treat individuals, and families, experiencing acute and/or ongoing psychological distress that is affecting their relationships and ability to function in their environment.
4. Reduce subjective suffering from serious emotional disorders for children and youth.
5. Coordinate and collaborate in care planning efforts with other child serving agencies and institutions involved in delivering services to the child and family, to insure comprehensive and consistent care.
6. Demonstrate practice and principals of the Integrated Core Practice Model (ICPM) when providing services to child/youth and families.

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C. PROGRAM OBJECTIVES

1. CONTRACTOR will accept referrals according to COUNTY BH guidelines.
    a. Referrals for this level of care will be an outcome of a Child and Family Team (CFT) Meeting.
    b. Youth referred could be part of the following diagnostic spectrum which includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, dual diagnosed mental health, developmental disability or drug and alcohol related diagnosis.

2. CONTRACTOR shall discharge clients from service when they meet the following criteria:
    a. Upon mutual agreement by all members of the CFT that the goals of treatment have been met;
    b. Upon parent or guardian's unilateral decision to terminate treatment;
    c. Upon a good faith determination by the CONTRACTOR that the individual youth cannot be effectively served by the program and will be linked to other appropriate services that meet the needs of the youth; and
    d. Upon transfer out of the COUNTY to another mental health program.

3. CONTRACTOR shall maintain an appropriate training and supervision regime to ensure services are provided and documented appropriately. When TFC services are provided, the services are intended to be a one-to-one service in a foster based home setting. The TFC foster parents will provide services under the supervision of licensed clinical staff from the FFA and will follow all state mandates for TFC care.

4. CONTRACTOR is responsible for the following:
    a. Collaborating and coordinating between and among the SMHS care coordinator and CFT in the development and implementation of the coordinated care plan;
    b. Assessing the child/youth’s progress in meeting plan goals related to provision of services and communicating progress through the CFT;
    c. Providing the provision of Specialty Mental Health Services such as crisis intervention services that may need to be available 24-hours a day, 7 days a week and additional Specialty Mental Health Services within the provider’s scope of practice; and,
    d. Incorporating evidence informed practices in the treatment of the child/youth.

5. The child/youth placed will receive certain Medi-Cal SMHS components operating under the direction of a LPHA or a Licensed Mental Health Professional able to direct services as described below. CONTRACTOR must comply with the mental health documentation requirements prescribed by the County Mental Health Plan and the contract between DHCS and the local mental health plan.

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6. Provide comprehensive culturally relevant mental health services to treat individuals, and families, experiencing acute and/or ongoing psychological distress that is affecting their relationships and ability to function in their environment.

7. Staffing Requirements:
    a. CONTRACTOR's staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific licensure requirements. CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
    b. In addition to licensing requirements, the following additional experience, training and skills will be expected of CONTRACTOR'S staff:
        i. Capability for addressing the diverse levels of client acculturation and bi-culturally.
        ii. Capability to perform effective intervention with abused and neglected youth and their families, including clients involved in the juvenile justice system and clients of African American, Asian and Hispanic cultures.
        iii. Knowledge of multicultural experience, local community resources available to the client population, trauma-informed practice, clinical issues related to child abuse, substance abuse, domestic violence, communication, behavioral management, parenting skills, and parent engagement strategies.
        iv. Knowledge of local community resources available to the client population, including those within ethnic/cultural groups.
        v. Capability to work effectively as part of a multidisciplinary team.
        vi. Use of Treatment Teams and Family Specialists/Partners type staff is highly encouraged.
        vii. Knowledge of crisis management and defined practice model.

8. Cultural & Linguistic Skills
    a. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two threshold languages (English and Spanish).
    b. Staffing shall reflect the percentage of ethnic makeup of the target population.
    c. CONTRACTOR shall have the capability to provide an interpreter for non-English speaking participants as needed.

9. Clinical Supervision
    a. CONTRACTOR will provide consistent, scheduled, and structured clinical supervision integrating principles of reflective practice and evidence-based care and will at a minimum adhere to the following:
        i. Unlicensed staff on licensure track receive supervision in accordance to their licensure board requirements
        ii. Licensed staff receive 1 unit of supervision 2 times/month

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iii. Paraprofessionals and other practitioners receive 1 unit of supervision weekly
iv. 1 unit of supervision = 1 hour of individual or 2 hours of group supervision

b. CONTRACTOR shall maintain a workflow that is manageable for supervisors by attending to the 1:8 ratio of supervisors to supervisees.
c. The numbers of supervisees assigned to a supervisor shall be tied to licensure regulations, level of expertise and experience, years of professional practice, comfort level, complexity and intensity of services, qualifications, etc.
d. CONTRACTOR will ensure that clinical supervisors receive supervision and feedback related to their supervision of direct service staff at minimum monthly.

10. CONTRACTOR will demonstrate and support the values and principles of the ICPM.

11. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services, using the county specific CANS.

D. OUTCOME OBJECTIVES

1. Successful Discharges (Quality)
    a. Target Performance: At least 75% of discharges are successful, as measured by Child and Adolescent Needs and Strengths (CANS) Comprehensive Multisystem Assessment.
    b. Improvement Objective: Increase to at least 75% the number of clients who successfully discharge, as indicated by improvement in CANS score at discharge.
    c. Data Source: CANS

2. Hospital ER and PHF Readmission Reduction (Quality)
    a. Target System Performance: No more than 5% of clients receiving inpatient hospital services are readmitted within 30 days.
    b. Metric: Number and percentage of clients discharging from acute care services who are readmitted within 30 days for any reason.
    c. Improvement Objective: Reduce the percentage of clients receiving inpatient hospital services who are readmitted within 30 days to no more than 5%.
    d. Data Source: EHR to report the number of clients in placement who have been hospitalized.

E. TREATMENT SERVICES

1. **Mode of Service**: Outpatient Services

2. Delivery Sites

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CONTRACTOR shall provide services in a variety of settings, including home, school, and community as needed.

3. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Resource family parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

F. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/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. Mental Health Services require prior authorization in coordination with the CFT. 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. The recommended caseload for this program is one (1) to two (2) cases. Average length of stay will be six (6) months as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated COUNTY staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

G. CLIENT DESCRIPTION/CHARACTERISTICS

1. Diagnostic Spectrum and Functional Impairment of population served:
    a. Program will provide services to clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in community settings, to help clients achieve agreed upon desired outcomes, and to achieve a sense of their own power and ability to positively influence their own lives.
    b. The diagnostic spectrum includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, and dual diagnosis (mental health, developmental disability or drug and alcohol related diagnosis).

H. POPULATION AND FINANCIAL ELIGIBILITY

This current agreement is for twelve (12) eligible Monterey County children/youth up to age 21 years, who have full scope Medi-Cal, are screened through the County IPC,

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and who are County dependents and wards of the Court in need of specialty mental health services.

The target population will be comprised of Dependents and Wards, as defined by Welfare & Institutions Code (W&I) 300, placed by County Child Welfare (CW) and Wards (W&I 602) placed by County Juvenile Probation Department (JPD). The population served include but are not limited to pregnant or parenting; younger youth (below age 12) with severe mental health issues and behaviors; LGBTQ+ Youth; cognitively low functioning with mental health and behavioral issues; and special medical and health care needs.

I. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

J. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

K. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

L. REPORTING REQUIREMENTS

1. CONTRACTOR shall report on the total number of children and youth in the program, including the following metrics:
    a. Age of child/youth
    b. Gender
    c. Ethnicity
    d. Length of stay
    e. Number of CFT meetings attended on a quarterly basis
2. CONTRACTOR shall submit a quarterly report demonstrating performance in the metrics noted in Outcome Objectives above. Report will include run charts that demonstrate monthly performance since effective date of the contract and discussion of improvement activities related to the target performance.
3. CONTRACTOR will submit for review and approval an annual Quality Improvement Plan (QIP) as set forth by the COUNTY. CONTRACTOR will assess performance per above targets, metrics and improvement objectives and address needed improvements in the QIP.CONTRACTOR shall comply with the reporting requirements reflected in Division 5 of the California W&I and Division 1 of Title 9 of the California Code of Regulations (CCR).

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4. When applicable, the CONTRACTOR shall administer assessment tool(s) as part of the COUNTY's program requirement(s); the CONTRACTOR shall collect and report on assessment tool data.
5. 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.

M. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy.D.
Behavioral Health Services Manager, Children Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B Salinas, CA 93901
(831-755-8430

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PROGRAM 6: FAMILY PARTNER

A. PROGRAM NARRATIVE

The Family Partner program provides peer support to family members of clients receiving mental health services. The Family Partner works individually with family members to engage them in the process of mental health services and assists them in achieving their individual/family goals. The Family Partner can also support families in navigating the system of care, building engagement, and provide support to bridge the family and provider's communication. They will perform a wide range of activities to function as a member of the supporting team as well as provide individual support to the parents. Family Partners are employed across multiple programs within the agency. Family Partners have personal caregiver experience of a youth who has been the recipient of child welfare or probation and/or behavioral health services, is experienced and/or interested in working with youth and families, as well as a high school diploma.

B. PROGRAM GOALS

1. Support parents of children and youth that have serious emotional disturbance in identifying goals that promote recovery and resiliency.
2. Improvement in client participation rates in the program due to increased supports to family members.
3. Empower families by assisting in skill-building and instilling hope.
4. Youth and their family members' will feel satisfied with services received.
5. Coordinate and collaborate in care planning efforts with other child serving agencies and institutions involved in delivering services to the child and family, to insure comprehensive and consistent care.

C. PROGRAM OBJECTIVES

1. CONTRACTOR shall provide Family Partners services that may include:
    a. Case management, including linkage and referrals to ensure connection to culturally responsive services and community resources.
    b. Supportive services, including psychoeducation, parenting coaching, emotional support, and validation. These services can be provided in-the-moment during in-field response (e.g., in crisis situations), as follow-up to crisis situations/as-needed, or in regularly scheduled meetings.
    c. Engaging the youth and family's systems of supports and services to help build strong networks and avoid duplicative interventions.
    d. Support family in the process of IEP/504 plan and how to best advocate for their child's educational needs.

2. Referral and Building Alignment
    a. Assign case to Family Partner staff within 48 hours of a referral being received. Within 24 hours of the referral being assigned (36 hours from the time of receipt), staff will initiate contact with the referring multidisciplinary team to schedule a meeting. During this initial phone call

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and/or face-to-face meeting with the Clinician, staff will have consents signed and gather additional details about the referred family, the County's goals in referring to Family Partner program.

b. If a Waiting List for the program is present, these timelines will be discussed, and the team will receive an update when a referral is moved from Waitlist to Pending status.

c. Once the meeting between the Clinician and Family Partner Staff takes place and applicable consents are signed, the referral will be moved to Active Status.

3. Collaborate with the assigned Clinician and multidisciplinary team to develop a specific strategy to provide mental health services to family. A clear process for communication throughout the team with updates from Family Partner on case management, support services, and family support systems.

4. Provide services for up to 6 – 9 months. Extensions beyond 9 months are discussed on a case-by-case basis with the County.

5. Cultural & Linguistic Skills
   a. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two threshold languages (English and Spanish).
   b. Staffing shall reflect the percentage of ethnic makeup of the target population.
   c. CONTRACTOR shall have the capability to provide an interpreter for non-English speaking participants as needed.

6. Supervision - CONTRACTOR will provide consistent, scheduled, and structured clinical supervision to Family Partner integrating principles of reflective practice and evidence-based care.

D. OUTCOME OBJECTIVES

1. Data will be collected and reported on client enrollment and participation in services.

2. CONTRACTOR will administer satisfaction survey for family partner programs

E. TREATMENT SERVICES

1. **Mode of Service**: Outpatient Services

2. **Delivery Sites:**
   CONTRACTOR shall provide services in a variety of settings, including home, school, and community as needed.

3. **Hours of Operation:**
   Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Resource family parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to

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this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

F. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program or parent request.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

The contracted duration of the treatment is limited to six (6) months; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

G. POPULATION AND FINANCIAL ELIGIBILITY

This current agreement is for 10-15 eligible Monterey County families per Family Partner, for a total of 40 families per Fiscal Year, who have full scope Medi-Cal. Children/youth will meet Medical Necessity Criteria for reimbursement for EPSDT Medi-Cal Specialty Mental Health Services (Reference Title 9, California Code of Regulations Ch. 11 Sec. 1830.210).

H. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

I. COVERAGE

Mental Health services will be as designated on the service plan.

J. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

K. REPORTING REQUIREMENTS

1. Provide an aggregate report, on a quarterly basis, detailing the following: Number of families referred to services, average time between referral and enrollment (waitlist), number of families served, duration of services (months between intake and discharge), number of face-to-face contacts, percentage and number of referred

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families that successfully complete services, and percentage and number of enrolled families that successfully complete services.

2. Submit a Family Partner Quarterly Report to the Contract Monitor which includes (a) the progress in performing the scope of work and results of client satisfaction surveys.

3. Submit a Family Partner Discharge Summary for all families at the time of discharge that includes the elements of the Family Partner Quarterly Report, and any recommendations or referrals made for each family.

4. Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in the Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

L. DESIGNATED CONTRACT MONITOR

Liz A. Pérez-Cordero, Psy.D.
BH Services Manager–Children's Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B
Salinas, CA 93901

III. SERVICE PROVISIONS

A. Certification of Eligibility

CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS under Medi-Cal.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the

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criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.

a. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

b. The client has at least one of the following:
   i. A significant impairment,
   ii. A reasonable probability of significant deterioration in an important area of life functioning,
   iii. A reasonable probability of not progressing developmentally as appropriate, or
   iv. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.
   v. The client's condition listed above is due to one of the following:
      a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
      b. A suspected mental health disorder that has not yet been diagnosed.
      c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet <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:
      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

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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.

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.

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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.

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.

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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.
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,

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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.

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.

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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: 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. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; program implementation; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

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EXHIBIT B:
PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rates

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

A. 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 as long as the program annual NTE is not exceeded.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **$4,742,130** for **FY 2023-2024**:

Program	**FY 2023-24 Total Amount**
Program 1: D'Arrigo Outpatient	$1,310,359
Program 2: Early Childhood Treatment	$255,307
Program 3: Mobile Crisis Support Team	$981,514
Program 4: Wraparound	$1,350,011
Program 5: Mental Health Intensive Services Care	$382,939
Program 6: Family Partner	$462,000
Total FY Amount	**$4,742,130**

Program 1: D'Arrigo Outpatient Fiscal Year 2023-2024					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,10,30,40,45, 50,60,70	374	$21.10	$7,891
Nurse Practitioner			6,536	$9.80	$64,053
RN			2,740	$7.39	$20,249
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			222,293	$5.48	$1,218,166
Mental Health Rehab Specialist			0	4.08	$0
Peer Recovery Specialist			0	4.28	$0
Other Qualified Providers - Other Designated MH Staff that Bill Medical			0	4.08	$0
TOTAL MAXIMUM AMOUNT FY 2023-24					**$1,310,359**

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Program 2: Early Childhood Treatment Fiscal Year 2023-2024					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,10,30, 40,45,50,60,70	73	$21.10	$1,540
Nurse Practitioner			1,275	$9.80	$12,495
RN			533	$7.39	$3,939
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			43,309	$5.48	$237,333
Mental Health Rehab Specialist			0	4.08	$0
Peer Recovery Specialist			0	4.28	$0
Other Qualified Providers - Other Designated MH Staff that Bill Medical			0	4.08	$0
TOTAL MAXIMUM AMOUNT FY 2023-24					**$255,307**

Program 3: Mobile Crisis Support Team Fiscal Year 2023-2024					
GRANT					
Personnel	Total Maximum Amount for FY 2023-2024				
Lead Clinician	$228,093				
Bilingual Clinician					
Bilingual Clinician					
FURS					
FURS - Family Urgent Response System	Total Maximum Amount for FY 2023-2024				
	$445,376				
MEDI-CAL					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,10,30, 45,70	0	$21.10	$0
Nurse Practitioner			0	$9.80	$0
RN			0	$7.39	$0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			42,600	$5.48	$233,448
Mental Health Rehab Specialist			0	$4.08	$0
Peer Recovery Specialist			10,681	$4.28	$45,715
Other Qualified Providers - Other Designated MH Staff that Bill Medical			7,079	$4.08	$28,882
Total Maximum Amount for FY 2023-2024					$308,045
TOTAL MAXIMUM LIABILITY FY 2023-2024					**$981,514**

Program 4: Wraparound Fiscal Year 2023-2024					
MEDI-CAL					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,30,40,45,70	0	$21.10	$0
Nurse Practitioner			0	$9.80	$0
RN			0	$7.39	$0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			155,597	$5.48	$852,672
Mental Health Rehab Specialist			8,192	$4.08	$33,423

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Peer Recovery Specialist			20,280	$4.28	$86,798
Other Qualified Providers - Other Designated MH Staff that Bill Medical			89,980	$4.08	$367,118
TOTAL MAXIMUM AMOUNT FOR FY 2023-24					$1,340,011
NON MEDI-CAL					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,30,40,45,70	0	$21.10	$0
Nurse Practitioner			0	$9.80	$0
RN			0	$7.39	$0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1,161	$5.48	$6,362
Mental Health Rehab Specialist			61	$4.08	$249
Peer Recovery Specialist			151	$4.28	$647
Other Qualified Providers - Other Designated MH Staff that Bill Medical			672	$4.08	$2,742
TOTAL MAXIMUM AMOUNT FOR FY 2023-24					$10,000
TOTAL MAXIMUM LIABILITY FY 2023-2024					**$1,350,011**

Program 5: Mental Health Intensive Services Care Fiscal Year 2023-2024					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,10,30,40,45, 50,60,70	0	$21.10	$0
Nurse Practitioner			0	$9.80	$0
RN			240	$7.39	$1,774
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			41,099	$5.48	$225,223
Mental Health Rehab Specialist			1,921	$4.08	$7,838
Peer Recovery Specialist			0	$4.28	$0
Other Qualified Providers - Other Designated MH Staff that Bill Medical			36,300	$4.08	$148,104
TOTAL MAXIMUM AMOUNT FOR FY 2023-24					**$382,939**

Program 6: Family Partner Fiscal Year 2023-2024			
Family Partner	Number of Months	Monthly Rate	**TOTAL MAXIMUM LIABILITY FY 2023-2024**
	12	$38,500	**$462,000**

B. FUNDING SOURCE

Fiscal Year (FY) 2023-2024											
Program Number/Name		**Avatar Program Name**	**Avatar Program ID**	**FFP/ Medi-Cal**	**EPSDT**	**MHSA CSS**	**CHFFA Grant**	**SAMHSA**	**FURS**	**MHSA PEI**	**Total FY Amount**
1	D'Arrigo Outpatient	Kinship Adoption FSP Seneca	27CW	$655,180	$524,144	$131,035					$1,310,359
		Kinship Center Seneca FSP King City	DLCSOC								

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2	Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	$127,654	$102,123	$25,530					$255,307
3	Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC	$200,229	$107,816		$228,093		$445,376		$981,514
4	Wraparound	Kinship Wraparound	87CSOCW	$938,008	$402,003			$10,000			$1,350,011
5	Mental Health Intensive Services Care	Kinship Seneca MH Enhanced Foster Care	27CW5	$268,057	$114,882						$382,939
6	Family Partner									$462,000	$462,000
Total Amount per FY 2023-2024				**$2,189,128**	**$1,250,968**	**$156,565**	**$228,093**	**$10,000**	**$445,376**	**$462,000**	**$4,742,130**

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

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provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

   CONTRACTOR shall submit via email a monthly claim using Exhibit G, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

   MCHDBHFinance@co.monterey.ca.us

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.

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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 **$4,742,130** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2023 - June 30, 2024	$4,742,130
TOTAL MAXIMUM LIABILITY	**$4,742,130**

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.

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E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

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

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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 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.

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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

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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 IV (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.

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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 submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

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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."

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EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

DocuSigned by:
Leticia Galyean
AB03154D78B3438...
Signature of Authorized Representative

1/4/2024 | 12:05 PM PST
Date

Seneca Family of Agencies
Business Name of Contractor

Leticia Galyean
Name of Authorized Representative (printed)

President/Chief Executive Officer
Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	Seneca Family of Agencies		
Name of Designee	Leticia Galyean		
Title of Designee	President/Chief Executive Officer		
Street: 8945 Golf Links Road			
City: Oakland		State: CA	Zip: 94605
IRS Employer Identification Number			

I certify that the above information is complete and correct to the best of my knowledge and belief.

DocuSigned by:
Leticia Galyean
AB03154D78B3438...

1/4/2024 | 12:05 PM PST

Signature & Title of Contractor Date:

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EXHIBIT E:
ASSURANCE OF COMPLIANCE WITH
MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement
- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration
- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access
- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

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- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.
(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.
(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.
(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.
(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

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2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

DocuSigned by:
Leticia Galyean
AB03154D78B3438...
Signature of Authorized Representative

1/4/2024 | 12:05 PM PST
Date

Seneca Family of Agencies
Contractor (Organization Name)

Leticia Galyean, LCSW
Name of Authorized Representative

President and Chief Executive Officer
Title of Authorized Representative

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EXHIBIT F:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **July 1, 2023** ("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 **Seneca Family of Agencies** ("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

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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);

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(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. § 164.504(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;

(iii) Covered Entity shall have sole control over the timing and method of

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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 Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI

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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

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(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 of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

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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 email to the facsimile telephone numbers or email addresses listed below.

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If to Business Associate, to:

Seneca Family of Agencies
Attn: Leticia Galyean, President/Chief Executive Officer
8945 Golf Links Road
Oakland, CA 94605
Phone: 510-520-0943
Fax: 510-317-1443
Email: leticia_galyean@senecacenter.org

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@co.monterey.ca.us

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

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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, with limits of not less than **$2,000,000** per claim and in the aggregate. 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.

DS
LG

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,

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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.

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: Leticia Galyean AB03154D78B3438...	By: _____
Print Name Leticia Galyean	Print Name _____
Print Title President and CEO	Print Name _____
Date: 1/4/2024 | 12:05 PM PST	Date: _____

4817-6588-6700.1 *May 2021*

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EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :		Invoice Number :	
Address Line 1		County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		Final Invoice :	(Check if Yes)
BH Division :			BH Control Number

Rendering Staff Type	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2023-24	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@co.monterey.ca.us
Behavioral Health Claims Section

Behavioral Health Authorization for Payment

_____ _____
Authorized Signatory Date

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EXHIBIT H: BUDGET AND EXPENDITURE REPORT

SENECA FAMILY OF AGENCIES
BUDGET AND EXPENDITURE REPORT
For Monterey County - Behavioral Health
Fiscal Year 2023-24

Program Name: **GRAND TOTAL ALL MENTAL HEALTH PROGRAMS**

	Budget FY 2022-23	Requested FY 2023-24	Change
A. PROGRAM REVENUES			
Monterey County Funds:			
Provisional Rates	$ -	$ -	$ -
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)	Budget FY 2022-23	Requested FY 2023-24	Change
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	$ -	$ -	$ -
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	$ -	$ -	$ -
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. Please provide List of Providers)	$ -	$ -	$ -

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26	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133) and Certified Public Expenditure requirement of Monterey County	$ -	$ -	$ -
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.		$ -	$ -
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	**Budget FY 2022-23**	**Requested FY 2023-24**	**Change**
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	$ -	$ -	$ -
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**	$ -	$ -	$ -
63	**Total Allowable Costs**	**$ -**	**$ -**	$ -

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I. AUDITS AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

   1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

   2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

   3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

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1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

    a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
    b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (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,

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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;
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.

Introduced: 1/8/2024
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Resolution

Approve and adopt a Resolution amending Article VII of the Monterey County Master Fee Resolution effective March 1, 2024, to add two new fees relating to oversight and services provided by the Sheriff's Office.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and adopt a Resolution amending Article VII of the Monterey County Master Fee Resolution effective March 1, 2024, to add two new fees relating to oversight and services provided by the Sheriff's Office.

SUMMARY/DISCUSSION:
The Monterey County Sheriff's Office (MCSO) is requesting approval to amend Article VII of the Monterey County Master Fee Resolution to add the Property and Evidence Administration Fees in pursuant to Penal Code Section 33880, effective March 1, 2024.

The Monterey County Sheriff's Office is authorized by California state law to charge a fee for the storage of firearms (33880 PC). MCSO is proposing a $250.00 initial fee for every firearm stored at the time the firearm(s) are received by the Sheriff's Office for a period of up 365 days. For every firearm not collected after the first 365 days, a daily assessment of $10.00 per day will be incurred. The proposed fees reflect no more than the actual, reasonable, fully loaded costs of the services provided.

Pursuant to California Penal Code 33850, a Law Enforcement Gun Release Application must be submitted to Cal DOJ and approved prior to the release of any firearms directly to owner. All firearms must be properly registered through Cal DOJ prior to release. Once the registered owner receives their Cal DOJ clearance and registration (if applicable), it is the owner's responsibility to contact the Property and Evidence Unit of the Monterey County Sheriff's Office to set up an appointment to release the firearms prior to the expiration of their thirty (30) day Cal DOJ Clearance. The Monterey County Sheriff's Office recognizes this is a complicated legal process and recommends each gun owner complete a thorough review of the state statue.

MCSO is not proposing any other increase to the existing fees in Article VII of the Monterey County Master Fee Resolution pending the hiring of a consultant who will perform a thorough study of the Fee Schedule.

The Monterey County Code Section 1.40.010 of Chapter 1.40 provides that all fees, penalties,

refunds, reimbursements, and charges of any kind by the County shall be specified in the Monterey County Fee Resolution. Article VII reflects the authorized fees of MCSO.

By definition, the changes to these charges are not a 'tax' and are exempt from voter approval pursuant to Article XIII C section 1(e)(1)-(3) and (5) of the California Constitution (Prop. 26; charges imposed for specific benefit conferred/privilege/service or product, reasonable regulatory costs provided or granted to the payor, and/or fines and/or penalties). As such, they reflect no more than the actual cost of the service/benefit received by the payor.

The proposed fee adjustments are attached as follows: Attachment A - Proposed Article VII Master Fee Schedule for Fiscal Year 2023-2024 (Exhibit A) on file with the Clerk of the Board, Attachment B - Current Article VII Redlines on file with the Clerk of the Board, Attachment C-Board Resolution on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:
County Counsel and County Administrative Office have reviewed the report.

FINANCING:
The recommended fee adjustments are intended to improve on the recapture of a portion of the costs associated with the provision of the indicated services, and do not exceed actual costs for providing these services. As such, the fees represent a charge imposed for the specific regulatory service provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the County for providing the regulatory service. Anticipated revenues resulting from the proposed fee adjustments were not included in the Sheriff's Fiscal Year 2023-2024 Adopted Budget and estimated additional revenue is unknown at this time. However, the proposed fee adjustments will partially offset actual expenditures incurred associated with the proposed fees. This action will have no immediate impact on the General Fund Contributions for these services.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
√_Administration
__Health & Human Services
__Infrastructure
√_Public Safety

Prepared by: Jonabel Perez, Finance Manager, Ext 4559
Reviewed by: Jason Smith, Acting Chief Deputy, Ext 7240
Reviewed by: Eddie Anderson, Chief Deputy, Ext 3801
Approved by: Tina Nieto, Sheriff-Coroner, Ext 3750

Attachments:
Attachment A_Proposed Article VII Master Fee Schedule for FY 2023-24
Attachment B_Current Article VII Master Fee Schedule Redlines

Attachment C_Board Resolution

County of Monterey

Board Report

Legistar File Number: RES 24-006

Item No.

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

January 30, 2024

Introduced: 1/8/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Approve and adopt a Resolution amending Article VII of the Monterey County Master Fee Resolution effective March 1, 2024, to adjust fees relating to oversight and services provided by the Sheriff's Office.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and adopt a Resolution amending Article VII of the Monterey County Master Fee Resolution effective March 1, 2024, to adjust fees relating to oversight and services provided by the Sheriff's Office.

SUMMARY/DISCUSSION:
The Monterey County Sheriff's Office (MCSO) is requesting approval to amend Article VII of the Monterey County Master Fee Resolution to add the Property and Evidence Administration Fees in pursuant to Penal Code Section 33880, effective March 1, 2024.

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MCSO is not proposing any other increase to the existing fees in Article VII of the Monterey County Master Fee Resolution pending the hiring of a consultant who will perform a thorough study of the Fee Schedule.

The Monterey County Code Section 1.40.010 of Chapter 1.40 provides that all fees, penalties, refunds, reimbursements, and charges of any kind by the County shall be specified in the Monterey County Fee Resolution. Article VII reflects the authorized fees of MCSO.

By definition, the changes to these charges are not a 'tax' and are exempt from voter approval pursuant to Article XIII C section 1(e)(1)-(3) and (5) of the California Constitution (Prop. 26; charges imposed for specific benefit conferred/privilege/service or product, reasonable regulatory costs provided or granted to the payor, and/or fines and/or penalties). As such, they reflect no more than the actual cost of the service/benefit received by the payor.

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
√_Administration
__Health & Human Services
__Infrastructure
√_Public Safety

Prepared by: Jonabel Perez, Finance Manager, Ext 4559
Reviewed by: Jason Smith, Acting Chief Deputy, Ext 7240
Reviewed by: Eddie Anderson, Chief Deputy, Ext 3801
Approved by: Tina Nieto, Sheriff-Coroner, Ext 3750

Attachments:
Attachment A_Proposed Article VII Master Fee Schedule for FY 2023-24
Attachment B_Current Article VII Master Fee Schedule Redlines
Attachment C_Board Resolution

EXHIBIT A
Article VII

SHERIFF OFFICE FEES

Article 7 - Sheriff/Coroner

Section 1. Sheriff's Enforcement Operations and Administration Fees

Description	Amount	Unit/Time
A. Copies of Sheriff's crime reports authorized by Government Code Section 6253		
1. Certification of Sheriff's report	$13.00	each report
2. Copy and process photographic prints	direct cost of duplication	
B. For services rendered by the Sheriff pursuant to Monterey County Code Section 11.24.100		
1. Issuance of new card room business permit	$155.00	each new permit
2. Renewal of current card room business permit	$103.00	each year
3. Issuance of new card room employee permit	$91.00	each new permit
4. Renewal of current card room employee permit	$91.00	each year
5. Failure to obtain permit or renewal	10% of fee	each occurrence
C. For services rendered by the Sheriff pursuant to Monterey County Code Section 7.16.090		
1. Issuance of new fortune telling license	$155.00	each new license
2. Renewal of current fortune telling license	$103.00	each year
3. Failure to obtain permit or renewal	double fee	each occurrence

Description	Amount	Unit/Time
D. For services rendered by the Sheriff pursuant to Monterey County Code Section 11.25 (Govt. 51030)		
1. Issuance of new massage business permit	$155.00	each new license
2. Renewal of current massage business permit	$103.00	each year
3. Issuance of new massage technician permit	$91.00	each new permit
4. Renewal of current massage technician permit	$91.00	each year
5. Failure to obtain permit or renewal	double fee	each occurrence
6. Off-premises massage business license	$155.00	each new license
7. Renewal of Off-premises massage business license	$103.00	per year
8. Change of location/information	$21.00	each occurrence
9. Failure to change of information or renewal	double fee	each occurrence
E. For services rendered by the Sheriff pursuant to Monterey County Code Section 7.70.070 (See endnote 1)		
1. Issuance of license to sell weapons capable of being concealed	$155.00	each new license
2. Renewal of current license to sell weapons capable of being concealed	$91.00	each year
3. Failure to obtain permit or renewal	10% of fee	each occurrence
F. For services rendered by the Sheriff pursuant to Monterey County Code Section 7.50.070		
1. Issuance of film permit	$103.00	each event
2. Failure to obtain permit	double fee	each occurrence

Description	Amount	Unit/Time
G. For services rendered by the Sheriff pursuant to Monterey County Code Section 7.30.050 (see endnote 1)		
1. Issuance of private patrol registration card	$103.00	each year
2. Failure to obtain card	double fee	each occurrence
H. For services rendered by the Sheriff pursuant to Monterey County Code Sections 7.32.050 and 7.32.160 (see endnote 1)		
1. Issuance of vehicle for hire permit	$103.00	each year
2. Issuance of vehicle for hire driver's permit	$91.00	each year
3. Failure to obtain permit	double fee	each occurrence
I. For services rendered by the Sheriff pursuant to Monterey County Code Section 7.20.050		
1. Issuance of itinerant vendor license	$181.00	each new license
2. Renewal of itinerant vendor license	$181.00	each year
3. Failure to obtain permit or renewal	half of fee	each occurrence
4. Duplication	$10.00	each occurrence
J. For services rendered by the Sheriff pursuant to Health and Safety Code Sections 11100 et seq.		
1. Piperidine registration	$103.00	each registration
K. For services rendered by the Sheriff pursuant to Health and Safety Code Section 12105 (see endnote 1)		
1. Issuance of annual explosives permit	$10.00	each year (<= 100 lbs: $2.00)

Description	Amount	Unit/Time
L. For Services rendered by the Sheriff		
1. Releasing vehicles ordered stored by the Sheriff's Office pursuant to Vehicle Code Section 22850.5 (a) – non writ related case (owner not requesting Post Storage hearing)	$136	each vehicle Code Section
2. Impound fee pursuant to Vehicle Code Section 22850.5	$26	per day + Actual towing cost
3. Releasing vehicles ordered stored by the Sheriff's Office – writ related case, pursuant to Government Code Section 26751	$16.00	each vehicle
4. For processing one record fingerprint card for non-criminal applicants	$28.00	each card
5. Issuance of local arrest records check results	$92.00	each clearance letter
6. Notary Fee for Sheriff's Office related documents	$15.00	per person/ document
M. For services rendered by the Sheriff pursuant to Education Code Section 45125.5		
1. School employee criminal records check	$92	each clearance letter
N. For services rendered by the Sheriff pursuant to Business and Profession Code Section 21647 and Financial Code Sections 21300 and 21301 (see endnote 1)		
1. Issuance of pawnbroker's/secondhand dealer license	$91.00	each new permit
2. Renewal of pawnbroker's/secondhand dealer license	$91.00	every two years
3. Failure to obtain permit or renewal	double fee	each occurrence

Description	Amount	Unit/Time
O. For services rendered by the Sheriff pursuant to Monterey County Code Section 11.08		
1. Issuance of new alarm user permit	$52.00	initial permit
2. Renewal of alarm user permit	$31.00	each year
3. Late alarm permit or renewal fee	$103.00	first occurrence
4. Second and subsequent assessments	See assessment	fees (O.7., below)
5. Multiple activation	$155	each 24-hour period
6. Duress alarm violations	$206	each event
7. Administrative assessment fees for false alarm activation during each assessment period		
a. Newly installed alarm	no charge	first thirty days
b. first false alarm with permit	$88	every 60-day period
c. first false alarm without permit	$309	every 60-day period
d. second false alarm	$175	every 60-day period
e. third false alarm	$278	every 60-day period
f. fourth false alarm	$381	every 60-day period
g. fifth false alarm and over	$484	per event
8. Alarm business installing without subscriber's permit	$515	per occurrence
9. Late notification of changes for alarm business Registration	$206	per occurrence
10. Late notification of changes in alarm permit Application	$206	per occurrence
P. For services rendered by the Sheriff pursuant to Monterey County Code Section 2.76		
1. Supplemental Law Enforcement Services (SLES)		
Deputy:	$120.70	per hour
Sergeant:	$150.81	per hour
Commander:	$181.36	per hour
Tactical Communication Personnel:	$65.21	per hour

Description	Amount	Unit/Time
2. Sheriff's vehicle charge	Service rate +	$9.45/hr. + IRS Rate/mile
Note: This fee reflects all cost associated with SLE services. Although it includes salary and benefits of sworn staff, it is not the only factor that determines the fee.		
Q. For processing and collecting funds for personal checks returned for insufficient funds	Actual Cost	
R. For issuance of License to Carry Concealed Pistol, Revolver or another Firearm rendered by the Sheriff pursuant to Penal Code Section 26150, et seq		
1. Issuance of concealed weapons permit – total fee of $242.00 is to be paid with two installments		
1st installment :	$159.00	at time of application
2nd installment :	$83.00	after approval of application
2 Renewal of concealed weapons permit	$95.00	each year
3. Changes in permit Note: This fee does not include any training costs but reflects only the cost of the permit. Training is provided by a third party	$15.00	per occurrence
S. For services rendered by Sheriff in enforcing abandoned vehicles pursuant to Monterey County Code 12.72		
1. Enforcement, citation, report writing, tracking, and billing		
Abatement Officer :	$ 92.00	per hour
Abatement Supervisor :	$164.00	per hour
Abatement Accounting Supervisor :	$90.00	per hour
Abatement Office Assistant:	$ 77.00	per hour

Description	Amount	Unit/Time
2. Towing Fees		actual cost
T. For duplication services rendered by Sheriff Pursuant to Evidence Code Section 1563		
	$16.00 + $0.10	/page for standard size
	$16.00 + $0.21	/page for microfilm record
	$16.00 +	actual cost for oversize record
U. Property and Evidence Administration Fees pursuant to Penal Code Section 33880 (NEW)		
1. Firearm Storage Fee	$ 250.00	per firearm/ per year
2. Excess of 365 days	$ 10.00	per firearm/ per day

Section 2. Sheriff's Custody Operations Fees

A. Book and Release fee pursuant to court order	actual cost	per court order
B. Transporting Prisoner to Private Medical Appointment pursuant to Penal Code Section 4023		
Deputy:	$141	per hour

Section 3. Coroner Fees

A. Custody of dead body authorized by Government Code Sections 27472 and 54985(a)		
1. Removal of body	$180	each body
2. Storage of body	$31.00	each day

Description	Amount	Unit/Time
B. Certification of Coroner's file authorized under Monterey County Code Section 5.28.020		
1. Certification of Coroner case file	$0.26	/page with minimum charge of $5.00
C. For Services rendered by the Coroner pursuant to Monterey County Code Section 5.28.020		
1. Preparation of facsimiles or paper transparencies of documents, papers, maps, or related items on file in, or in the custody of the Coroner	$10.30 $104.00	each report and, /hour for full case file
2. Photographic prints	$0.72	/copy + $91/hour
3. Preparation of letters certification required prior to shipping body out of country	$10.00	each body
4. Photographs on digital media	$36.00	/CD + $0.25/per CD
5. Private autopsies conducted pursuant to Government Code Section 27520	$731.00	each body
6. Preparation of tissue slides	$57.00	each slide

Endnotes

1) Fees listed do not include those fees established by State and Federal codes which are also collected.
2) Vehicle Release Fees will be waived for the following circumstances:
a. For any registered owner who claims and proves to be indigent.
b. When the registered owner is the innocent victim of a crime related to the impoundment of the vehicle.
c. When registered owner does not voluntarily request poststorage hearing.
3) Government Code Section 27472 state that such fees shall not apply:
a. To any person who claims and proves to be indigent
b. When the decedent is 14 years or younger
c. If the decedent is the innocent victim of a crime
d. For storage during the period the Coroner is performing his or her duties about the body

EXHIBIT A
Article VII

SHERIFF OFFICE FEES

Article 7 - Sheriff/Coroner

Section 1. Sheriff's Enforcement Operations and Administration Fees

Description	Amount	Unit/Time
A. Copies of Sheriff's crime reports authorized by Government Code Section 6253		
1. Certification of Sheriff's report	$13.00	each report
2. Copy and process photographic prints	direct cost of duplication	
B. For services rendered by the Sheriff pursuant to Monterey County Code Section 11.24.100		
1. Issuance of new card room business permit	$155.00	each new permit
2. Renewal of current card room business permit	$103.00	each year
3. Issuance of new card room employee permit	$91.00	each new permit
4. Renewal of current card room employee permit	$91.00	each year
5. Failure to obtain permit or renewal	10% of fee	each occurrence
C. For services rendered by the Sheriff pursuant to Monterey County Code Section 7.16.090		
1. Issuance of new fortune telling license	$155.00	each new license
2. Renewal of current fortune telling license	$103.00	each year
3. Failure to obtain permit or renewal	double fee	each occurrence

Description	Amount	Unit/Time
D. For services rendered by the Sheriff pursuant to Monterey County Code Section 11.25 (Govt. 51030)		
1. Issuance of new massage business permit	$155.00	each new license
2. Renewal of current massage business permit	$103.00	each year
3. Issuance of new massage technician permit	$91.00	each new permit
4. Renewal of current massage technician permit	$91.00	each year
5. Failure to obtain permit or renewal	double fee	each occurrence
6. Off-premises massage business license	$155.00	each new license
7. Renewal of Off-premises massage business license	$103.00	per year
8. Change of location/information	$21.00	each occurrence
9. Failure to change of information or renewal	double fee	each occurrence
E. For services rendered by the Sheriff pursuant to Monterey County Code Section 7.70.070 (See endnote 1)		
1. Issuance of license to sell weapons capable of being concealed	$155.00	each new license
2. Renewal of current license to sell weapons capable of being concealed	$91.00	each year
3. Failure to obtain permit or renewal	10% of fee	each occurrence
F. For services rendered by the Sheriff pursuant to Monterey County Code Section 7.50.070		
1. Issuance of film permit	$103.00	each event
2. Failure to obtain permit	double fee	each occurrence

Description	Amount	Unit/Time
G. For services rendered by the Sheriff pursuant to Monterey County Code Section 7.30.050 (see endnote 1)		
1. Issuance of private patrol registration card	$103.00	each year
2. Failure to obtain card	double fee	each occurrence
H. For services rendered by the Sheriff pursuant to Monterey County Code Sections 7.32.050 and 7.32.160 (see endnote 1)		
1. Issuance of vehicle for hire permit	$103.00	each year
2. Issuance of vehicle for hire driver's permit	$91.00	each year
3. Failure to obtain permit	double fee	each occurrence
I. For services rendered by the Sheriff pursuant to Monterey County Code Section 7.20.050		
1. Issuance of itinerant vendor license	$181.00	each new license
2. Renewal of itinerant vendor license	$181.00	each year
3. Failure to obtain permit or renewal	half of fee	each occurrence
4. Duplication	$10.00	each occurrence
J. For services rendered by the Sheriff pursuant to Health and Safety Code Sections 11100 et seq.		
1. Piperidine registration	$103.00	each registration
K. For services rendered by the Sheriff pursuant to Health and Safety Code Section 12105 (see endnote 1)		
1. Issuance of annual explosives permit	$10.00	each year (<= 100 lbs: $2.00)

Description	Amount	Unit/Time
L. For Services rendered by the Sheriff		
1. Releasing vehicles ordered stored by the Sheriff's Office pursuant to Vehicle Code Section 22850.5 (a) – non writ related case (owner not requesting Post Storage hearing)	$136	each vehicle Code Section
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M. For services rendered by the Sheriff pursuant to Education Code Section 45125.5		
1. School employee criminal records check	$92	each clearance letter
N. For services rendered by the Sheriff pursuant to Business and Profession Code Section 21647 and Financial Code Sections 21300 and 21301 (see endnote 1)		
1. Issuance of pawnbroker's/secondhand dealer license	$91.00	each new permit
2. Renewal of pawnbroker's/secondhand dealer license	$91.00	every two years
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Description	Amount	Unit/Time
O. For services rendered by the Sheriff pursuant to Monterey County Code Section 11.08		
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Description	Amount	Unit/Time
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Section 3. Coroner Fees

A. Custody of dead body authorized by Government Code Sections 27472 and 54985(a)		
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2. Storage of body	$31.00	each day

Description	Amount	Unit/Time
B. Certification of Coroner's file authorized under Monterey County Code Section 5.28.020		
1. Certification of Coroner case file	$0.26	/page with minimum charge of $5.00
C. For Services rendered by the Coroner pursuant to Monterey County Code Section 5.28.020		
1. Preparation of facsimiles or paper transparencies of documents, papers, maps, or related items on file in, or in the custody of the Coroner	$10.30 $104.00	each report and, /hour for full case file
2. Photographic prints	$0.72	/copy + $91/hour
3. Preparation of letters certification required prior to shipping body out of country	$10.00	each body
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c. When registered owner does not voluntarily request poststorage hearing.
3) Government Code Section 27472 state that such fees shall not apply:
a. To any person who claims and proves to be indigent
b. When the decedent is 14 years or younger
c. If the decedent is the innocent victim of a crime
d. For storage during the period the Coroner is performing his or her duties about the body

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

ATTACHMENT C

Resolution No. _____

Adopt a Resolution to:

Approve and adopt a Resolution amending Article VII of the Monterey County Master Fee Resolution effective March 1, 2024, to adjust fees relating to oversight and services provided by the Sheriff's Office.

WHEREAS, the Monterey County Sheriff's Office (MCSO) is requesting approval of amending Article VII of the Monterey County Master Fee Resolution to add the Property and Evidence Administration Fees in pursuant to Penal Code Section 33880, effective March 1, 2024; and

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

Approve and adopt a Resolution amending Article VII of the Monterey County Master Fee Resolution effective March 1, 2024, to adjust fees relating to oversight and services provided by the Sheriff's Office.

PASSED AND ADOPTED on this day of January 2024, by roll call vote:

AYES:
NOES:
ABSENT:

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

Dated:
File Number:

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

By: _____
, Deputy

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

Resolution No. _____

Adopt a Resolution to:

Approve and adopt a Resolution amending Article VII of the Monterey County Master Fee Resolution effective March 1, 2024, to adjust fees relating to oversight and services provided by the Sheriff's Office.

WHEREAS, the Monterey County Sheriff's Office (MCSO) is requesting approval of amending Article VII of the Monterey County Master Fee Resolution to add the Property and Evidence Administration Fees in pursuant to Penal Code Section 33880, effective March 1, 2024; and

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

Approve and adopt a Resolution amending Article VII of the Monterey County Master Fee Resolution effective March 1, 2024, to adjust fees relating to oversight and services provided by the Sheriff's Office.

PASSED AND ADOPTED on this day of January 2024, by roll call vote:

AYES:
NOES:
ABSENT:

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

Dated:
File Number:

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

By: _____
, Deputy

Introduced: 1/11/2024
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

a. Authorize the Contracts Purchasing Officer or their designee to execute a five year revenue generating Agreement (revenue generated goes to Inmate Welfare Fund and to pay Smart Communications Holding, Inc.) between the Sheriff's Office and Smart Communications Holding, Inc., based on the County's Request for Proposal (RFP) #10881 Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department, to provide telephone and tablet services to incarcerated people within the County of Monterey Jail, effective upon execution for five (5) years from go live date; and
b. Authorize the Contracts Purchasing Officer or their designee to sign two (2) one (1) year amendments, where the scope of work does not significantly change.
c. Authorize the Contracts Purchasing Officer or their designee to amend the agreement as necessary in order to meet Federal Communication Commission (FCC) and California Public Utilities Commission (CPUC) guidelines.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Contracts Purchasing Officer or their designee to execute a five year revenue generating Agreement (revenue generated goes to Inmate Welfare Fund and to pay Smart Communications Holding, Inc.) between the Sheriff's Office and Smart Communications Holding, Inc., based on the County's Request for Proposal (RFP) #10881 Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department, to provide telephone and tablet services to incarcerated people within the County of Monterey Jail, effective upon execution for five (5) years from go live date; and
b. Authorize the Contracts Purchasing Officer or their designee to sign two (2) one (1) year amendments, where the scope of work does not significantly change.
c. Authorize the Contracts Purchasing Officer or their designee to amend the agreement as necessary in order to meet Federal Communication Commission (FCC) and California Public Utilities Commission (CPUC) guidelines.

SUMMARY/DISCUSSION:
The Monterey County Probation Department (Probation) and Monterey County Sheriff's Office (MCSO) presently have a common vendor for incarcerated persons/youth telephone and tablet systems. A collaborative Request for Proposals (RFP) was completed to explore new options for incarcerated person/ward communications with their families and community, and for a comprehensive technology package.

The Monterey County Sheriff operates one local detention facility known as the Monterey County

Corrections facility or County Jail located in Salinas. The Monterey County Sheriff realizes the value of keeping families in communication with their incarcerated family members and pursued a review of options available to support and expand this communication.

Request for Proposals (RFP) #10881 required vendors to supply a "no cost to the County", turnkey solution. The RFP stated that all equipment provided, and any work done to install this equipment, and all maintenance, training, support, and equipment replacement was at vendor's expense. There was a Service Level Agreement included, with penalty assessments, binding the day-to-day performance of the system. The system needed to have multiple safety and security features and was required to interface with the Monterey County Sheriff commissary and Jail inmate systems. Smart Communications Holding, Inc., was selected.

This report is to ask the Board of Supervisor to approve the resulting contract from the Request for Proposal (RFP) #10881 for Telephone Service, Tablet Program and Video Visitation System for the Monterey County Sheriff's Office and Monterey County Probation Department. This Agreement is only for the Monterey County Sheriff's Office. The Probation Department will be doing their own agreement off RFP #10881.

The initial term of the agreement will be five (5) years from go live date (to allow time for implementation), with the option to extend for two (2) additional one (1) year periods.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed and advised on this Agreement as to legal form. The Auditor-Controller has reviewed and approved the Agreement as to fiscal provisions. Contracts Purchasing prepared the Request for Proposals (RFP) and assisted with vendor meetings and walkthroughs. County Information Technology Department has reviewed the Agreement.

FINANCING:
This agreement is at no cost to the County General Fund. All revenue generated by this contract will go into the Inmate Welfare Fund (IWF), and subsequently used for inmate welfare programs, and to pay Smart Communications Holding, Inc. for the services. These funds are not used for general operational expenses of the Jail.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
√ Administration
√ Health & Human Services
__Infrastructure
√ Public Safety

Prepared by: Arthur Curtright, Management Analyst III, Extension #3708
Reviewed by: Garrett Sanders, Chief Deputy, Extension #3887
Reviewed by: Keith Boyd, Undersheriff, Extension #3859

Approved by: Tina Nieto, Sheriff/Coroner, Extension #3750

Attachments:
Board Report
Standard Agreement
Exhibit A_Scope of Work
Exhibit B_Service Level Agreement
RFP#10881
Addendum 1 & 2
Smart Communication (redacted) response to RFP

Introduced: 1/11/2024
Version: 1

Current Status: Agenda Ready
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Prepared by: Arthur Curtright, Management Analyst III, Extension #3708
Reviewed by: Garrett Sanders, Chief Deputy, Extension #3887
Reviewed by: Keith Boyd, Undersheriff, Extension #3859 WMD 1/9/24

Approved by: Tina Nieto, Sheriff/Coroner, Extension #3750

Attachments:
Board Report
Standard Agreement
Exhibit A_Scope of Work
Exhibit B_Service Level Agreement
RFP#10881
Addendum 1 & 2
Smart Communication (redacted) response to RFP

DocuSign Envelope ID: 4A8E6851-FC00-4DA3-A920-24F40A0CCB04

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:

Smart Communications Holding, 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: telephone and tablets for Jail

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: $ Revenue Genera

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from exective upon execution **to** five (5) years from go live date, 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: Service Level Agreement
Exhibit C - RFP #10881 with Addendum 1 & 2
- Smart Communications Holding, Inc. response (redacted) dated July 21, 2023 (Additional Scope of Work)

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

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

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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

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

9.04 Other Requirements:

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

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

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

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

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

14.0 INDEPENDENT CONTRACTOR:

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

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Arthur Curtright, Contracts Manager	Jerome Anderson, Vice President, Sales
Name and Title	Name and Title
1414 Natividad Road, Salinas, CA 93906	10491 72nd Street, Seminole, FL 33777
Address	Address
(831) 755-3708	(727) 992-3495
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

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

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

SCOPE OF SERVICES AND BILLING PROVISIONS

A. SCOPE OF SERVICES

A.1. ***Overview:*** The County of Monterey ("County") solicited proposals from qualified organizations to provide turnkey Telephone Services, Tablet Program, and Video Visitation System ("Services") for Incarcerated Persons ("IP").

Contract is effective for five (5) years from go live date, with two (2) one (1) year renewal options.

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the Services.

A.2. ***Contractor Responsibilities:*** Contractor shall provide the Services to the County, the services and staff and otherwise do all things necessary for or incidental to the performance of work that include the following:

A.2.1. *Terms, conditions, provisions, and activities associated with the Scope of Work listed and described in the following:*

A.2.1.1. Request for Proposal (RFP) #10881 issued by the County dated May 23, 2023, Addendum 1 & 2 issued by the County on June 30th & July 14th 2023.

A.2.1.2. CONTRACTOR's proposal and response to RFP #10881 date July 31, 2023.

A.3. ***Other Contractor Responsibilities:***

A.3.1. *Site Administrator/Technician (SAT).* Per section 5.1.5.4. of RFP #10881 and CONTRACTOR's response page 101, upon Sheriff approval, a full-time (40 hours per week) dedicated onsite SAT will work four and a half (4 ½) days a week at the Sheriff's Office, all day Monday and Tuesday, 1/2-day Wednesday (afternoon), all day Thursday and Friday. SAT shall submit a request for any absence (i.e.. Vacation, medical appointment, training, etc.) at least forty-eight (48) hours prior to Commander or Chief of Jail for approval. SAT shall provide a plan for coverage in their absence. Absence must be approved prior to absence, unless absence is due to an emergency.

A.3.2. *Tablets.* CONTRACTOR shall supply a 1 to 1 ratio of tablets for Incarcerated Persons (IP), which would currently be 950 tablets, and 13 Commander tablets. Keep a supply of at least 10% (95) IP tablets and two (2) Commander tablets on site. CONTRACTOR shall replace all damaged tablets within three (3) weeks.

Based on the 1:1 deployment model, each tablet will be assigned to a specific IP. If an assigned tablet stops working, the inmate to whom it is assigned can return it to facility staff for shipping back to Contractor for maintenance. Contractor will

provide return shipping and delivery of malfunctioning and replacement SmartTablets™ at no charge to County.

Upon receipt of non-functioning tablets, Contractor will evaluate to determine the cause. Tablets will either be replaced under warranty, or, if vandalism is determined to be the cause, the IP to whom it was assigned will be responsible for repayment in accordance with the procedures set forth herein.

Contractor's tablets are ruggedized for use in a correctional setting; however, if an IP is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form. IPs responsible for causing intentionally damaged tablets will be invoiced for the replacement cost by Contractor, and such invoice can be paid through a public user or payment transfer from the IP's trust account. Once the balance has been paid, a new tablet will be issued and assigned.

Any IP without an assigned tablet due to an unpaid balance owed for vandalism will have access to either select community tablets (if applicable) or SmartKiosks™, for which only essential services will be made available.

A.3.3. *Education Programs.* CONTRACTOR shall work with County Program Manger to implement additional education programs on Tablets. County will incur any and all costs associated with the implementation of the Program Managers education program. Once implemented, the educational programs will be at no cost to County.

A.3.4. *Implementation.* CONTRACTOR shall work with Sheriff on 45-day implementation plan per CONTRACTOR response (section 8.2.3.2), and comply with Exhibit B.

A.3.5. *Intake/Booking Kiosks.* CONTRACTOR shall provide two (2) Intake/Booking Kiosks and one (1) lobby Kiosk.

A.3.6. *SmartWatch™.*

A.3.6.1. *Biometric Process to Monitor the Health of IPs.* Once beta testing is completed, CONTRACTOR shall implement a pilot for the SmartWatch™, with the feature, Health and Wellness Monitoring and Alerts.

A.3.6.2. *Other Features.* CONTRACTOR shall implement the SmartWatch™ pilot as a proof-of-concept for the additional features listed below initially:

A.3.6.2.1. Communication and control

A.3.6.2.2. Live location tracking and monitoring

A.3.6.2.3. Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring

A.3.6.2.4. Facility alerts, announcements, digital forms

A.3.6.3. *Completion of Pilot and Facility-wide Deployment.* Upon successful completion of pilot, and upon the execution of a mutually agreeable

addendum, CONTRACTOR shall deploy the SmartWatch™ facility-wide.

A.3.7. *Postal Mail Elimination.* CONTRACTOR shall implement the patented MailGuard® and MailGuardLegal® System Services.

A.3.8. *Debit Release Card.* At the County's option, the CONTRACTOR shall implement the ReleasePay™ IP Debit Release Cards program at a mutually agreed-upon date.

A.3.9. *Investigative Tools.* CONTRACTOR shall implement Investigative Tools that include but not limited to SmartInmate™, SmartLink™, "Best Known Name Address," and Call Transcription with translation and keyword search capability.
A.3.9.1. Call Transcription tool shall maintain a high level of accuracy, with a minimum of 75% accuracy at all times.

A.3.10. *Cold Storage Retrievals.* CONTRACTOR shall have no hidden costs for cold storage retrievals of call detail records and recordings that would include the Leave Behind Solution, call recordings, redundant Storage Area Networks (SANs), and other related storage formats, media, and devices.

A.3.11. *Plug-Ins.* The system's browser shall have no plug-ins.

A.3.12. *Legacy and Other Data.* CONTRTACTOR shall import and download legacy data that includes known attorney numbers, known Friends and Family numbers, blocked/restricted numbers, Personal Allowed Numbers (PANs), JMS data feed, and other Incarcerated Person Data Feeds identified and pre-determined by the County. Detailed tasks, timelines/due dates, and deliverables will be included in the Project Contral Document (PCD) in the Pre-Implementation Phase.

A.3.13. *Other Services.* CONTRACTOR shall implement other services in Table 1, Section B of this document. CONTRACTOR shall not implement any other services not included in the RFP and Contractor Proposal, without a signed amendment.

B. RATES, COSTS, AND REVENUE SHARE

Rates shall not exceed those identified by California Public Utilities Commission and/or Federal Communications Commission. The rates, revenue share, and schedule for services and applications are shown in Table 1:

Provider shall pay Customer a minimum annual guarantee (MAG) of one hundred twenty-five thousand dollars ($125,000). To the extent the MAG is not met through the cumulative payment of monthly commissions (commission is a portion of the fee that is charged for the service, ie. telephone cost per minute) over a twelve-month period for a given year, Provider shall pay Customer an additional amount so that the total commissions for that year meet the MAG, which payment shall be made within thirty days following the end of that twelve-month period.

TABLE 1

Service or Application	Non-Recurring / Installation Cost	Cost Per Unit (Minute, Message, Voicemail, etc.)	Minimum Annual Guarantee (MAG)	Revenue Share to Sheriff's Office (per minute or %)
INCARCERATED PERSON TELEPHONE SYSTEM AND ASSOCIATED SERVICES				
1. Telephone System (hardware and software), two Administrative Workstations, Implementation and Project Management	FREE	N/A	N/A	N/A
2. Calls - Interstate, Intrastate, International (Cost to IPs/IPs' family and friends)	N/A	$0.05	N/A	$0.01
3. Minimum Annual Guarantee (MAG)	N/A	N/A	$125,000	N/A
4. MailGuard®and MailGuardLegal®System services	FREE	FREE	N/A	N/A
5. Telephone Services and Optional Features:				
Administration and Control - Call scheduling and control feature set provides automated and manual, granular control over all aspects of telephone availability and access privileges - Multiple call analysis tools providing standard and customizable reports - Global and personal allowable number lists - Secure, web-based design provides full on-site and remote access to all administrative controls and tools based on user permission level	FREE	FREE	N/A	N/A
Security - SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools - 3-way calling and hook-switch dialing detection and prevention - Positive DTMF call acceptance - 24/7/365 remote network monitoring ensures 99.99% uptime	FREE	FREE	N/A	N/A
Recording Storage and Retrieval (No Hidden Costs) - CDRs, call recordings and systems data stored on encrypted and redundant storage area networks (SAN) at three separate geographic locations - All CDR and call recording data securely stored and accessible to staff for one year or longer after agreement expiration - Download a single file or select a set of call recordings to play back, burn/copy to disk or email in .MP3 file format	FREE	FREE	N/A	N/A

Call Monitoring and Investigative Tools - Unlimited and undetectable live call monitoring - Hot number/call watch list offering text, phone or email alert notifications - Call transcription with translation and keyword search capability - Advanced case management tools to help investigators better track and manage assets for specific incidents or individuals that can be shared securely with external law enforcement agencies - "Best Known Name and Address" feature queries internal client databases to help locate the address associated with telephone numbers - SmartLink™ tools allow investigators to check for any links between IPs and public individuals or other IPs using multi-path and multi-relation analysis	FREE	FREE	N/A	N/A
Optional Value-Added Features - Compatibility/deployment of on-site, visitation telephone hardware - Interoperable with SmartTablet™ and SmartKiosk™ devices to provide tablet/kiosk-based calling - Indigent calling feature to configure free call quantity limits to predesignated numbers, including designated call durations and calling windows - Custom speed dial to agency-defined numbers and/or designated voicemail boxes for IPs to contact PREA, crime tips, public defenders and more - Seamless Video Relay Service (VRS) and Video Remote Interpreting (VRI) interfacing	FREE	FREE	N/A	N/A
6. Patented MailGuard®and MailGuardLegal®System services	FREE	FREE	N/A	N/A
7. Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)	FREE	FREE	N/A	N/A
8. All hardware with installation and software upgrades	FREE	FREE	N/A	N/A
9. Full-time, On-site Certified Technician (OCT)/ Site Administrator/Technician (SAT)	FREE	FREE	N/A	N/A
10. 24/7/365 live, U.S.-based customer and technical support	FREE	FREE	N/A	N/A
11. Debit Release Card System	FREE	FREE	N/A	N/A
12. SmartEvo™ ITS Inbound Voicemail eXchange (VMX™)				
13. Intake and Lobby Deposit Kiosks (No Cost to County). The booking kiosks will be interfaced with the inmate Trust Fund accounting system. Rates to IPs' family and friends, if applicable, were not provided.	FREE	N/A	N/A	N/A

14. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A
15. SmartEvo™ ITS Inbound Voicemail eXchange (VMX™) - Cost per Voicemail	FREE	$1.00	N/A	100%
16. SmartWatch™	FREE	FREE	N/A	N/A
TABLETS AND TABLET PROGRAM				
1. SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices, and earbuds; Implementation and Project Management	FREE	FREE	N/A	N/A
2. Tablet Messages/Apps:				
- Internal Facility/Staff Text Messages	N/A	FREE	N/A	N/A
- Attorney Messages with Legal Document delivery and eSignature functionality	N/A	FREE	N/A	N/A
- SMS text message (up to 100 characters) per message (Cost to IPs/IPs' family and friends)	N/A	$0.10	N/A	20%
- Text message (up to 30,000 characters) per message (Cost to IPs/IPs' family and friends)	N/A	$0.50	N/A	20%
- Photo Attachment per Photo (inbound only) (Cost to IPs/IPs' family and friends)	N/A	$1.00	N/A	20%
4. Unlimited Attorney Messaging with Legal Document delivery and eSignature functionality	FREE	FREE	N/A	N/A
5. SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs	FREE	FREE	N/A	N/A
6. SmartLaw™ Digital Law Library	FREE	FREE	N/A	N/A
7. SmartEntertainment™ Service Tablet Streaming (Cost to IPs/IPs' family and friends)				
- Standard Content Streaming	N/A	FREE	N/A	N/A
- Premium Content Streaming	N/A	$0.03	N/A	50%
8. SmartRequesf" Digital Request/Grievance/Medical Form System services	FREE	FREE	N/A	N/A
9. SmartInmate'" Electronic Messaging System with two free messages every week for each incarcerated person	FREE	FREE	N/A	N/A
10. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A
VIDEO VISITATION SERVICE				
1. Video System (hardware, software), Implementation and Project Management	FREE	FREE	N/A	N/A
1. Remote VVS service for attorneys and public defenders	FREE	FREE	N/A	N/A
2. Local video sessions (onsite)	N/A	FREE	N/A	N/A
3. Remote video sessions (scheduled and video-on-demand)	N/A	$0.10	N/A	50%
4. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A

C. CONTRACTOR'S BILLING PROCEDURES

C.1. Invoices shall be emailed to: MCSOSheriff.fiscal@co.monterey.ca.us.

C.2. For any service rendered in June of any year, CONTRACTOR must present invoice to County by July 15th, to facilitate County's year end close process.

C.3. County may, in its sole discretion and in accordance with the terms of this Agreement, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

C.4. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

C.5. 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.

C.6. Disallowed Costs: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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B.1 TELEPHONE SYSTEM , TABLETS/TABLET PROGRAM, VIDEO VISITATION SERVICES AND DEPOSIT KIOSKS

SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(ies) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the Contractor is required to issue specified credits.

The Telephone Services, Youth Video Visitation System and Deposit Kiosks for Incarcerated Individuals and Youth contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential and would apply to each Agency's operations, and the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs) when proven to be the Contractor is at fault.

II. Service

Table 1 lists each KPI and the performance level requested by each Agency. Performance is aggregate-based, meaning that the performance is to be measured at each Agency's hierarchy level (each Agency's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Telephone System, tested by Contractor in each Agency's facility. Each Agency will confirm to its satisfaction, that the Telephone System in its respective facilities is fully functional prior to each Agency's acceptance. Fully functional Incarcerated Individual and Youth Video Visitation System, tested and accepted by the Sheriff's Office and Probation Department	45 Days
Maintenance:		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
Video Visitation Services and Associated Network Access/Transport Services	Video is functional Scheduling software availability	99.95%
Tablets (Not used for Video Visitation)Video Visitation Units (Tablets)	Operational, working units	100%

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III. Implementation & Installation Penalty

Potential Contractor shall provide each Agency with a separate and detailed Implementation Plan and Schedule. The installation shall include a separate user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the Contractor is required to provide a fully functional system tested and accepted, by each Agency. Each Agency requires a thirty (30) to forty-five (45) - business day implementation schedule for each of its facility(ies). If the Contractor requires a longer implementation schedule, a mutually agreed-upon implementation will be established. Any failure to provide this service will incur a daily penalty of $1,000.00 after 90 days to the Agency affected, until fully implemented and functional.

I. CONTRACTOR ROLES & RESPONSIBILITIES TO MAINTAIN DEPOSIT KIOSK

- Perform preventive and ongoing maintenance, including but not limited to changing receipt paper and ink, clearing paper and coin jams, minor repair, and maintaining appropriate inventory levels of parts and materials.
- Monitor, measure, and report performance against the Service Level Agreements
- Measure all Service Levels sufficient to provide detailed, justified explanations of reported results.
- Report performance to the respective Agency (Sheriff's Office and/or Probation Department) or each Agency's Designee on a monthly basis.
- Promptly investigate and remediate failures and deficiencies
- Minimize reoccurrences of all performance-related failures for which it is responsible
- Report any problems to the Agency affected that appear likely to result in a failure to meet a Service Level Agreement requirement
- Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreement and coordinate processes and procedures that impact the County
- Designate a Contractor Representative who has the overall responsibility for delivery of the Services. The designated Representative shall:
  - Manage the maintenance tasks and conduct technical and operational escalations
  - Provide management and resolution of identified problems
  - Resolve and address operational delivery issues
  - Ensure adherence to performance targets
  - Be responsible for overseeing service quality and incident management
  - Function as the primary point of contact/interface with the Sheriff's Office and Probation Department for SLA performance, management, and problem resolution

IV. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Contractor shall issue credits for each Service Outage, Problem, or Deficiency to the Agency affected. Contractor shall pay the Agency the total amount of credit due to the Agency within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and

Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Sheriff's Office and Probation Department and the Contractor's on-site Site Administrator/Technician in resolving System Outages, Problems, and other Deficiencies. Contractor must respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage (includes Response Time)	Credits Due
Priority Level One	**CRITICAL/SEVERE (Includes but not limited to):** **Telephone System** • 25% or more of telephones in a single Housing unit, Module, Dorm, and/or Pod • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls dropped in a 24-hour period • Entire system failure Video Visitation • 50% or more of an Agency's Video Visitation System (at any one area) is out of service • One entire Video Visitation Room, Housing Unit, Module, Dorm, and/or Pod is not in operation or one Video Visitation System unit is not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Inventory of Tablets used for both Video Visitation and Non-Video Visitation is depleted Contractor Response Time (Includes acknowledgment, issuance of, and confirmation of Trouble Ticket Number that it is actively being worked): ≤ 45 Minutes If deficiency indicates that a Tier 2 Technician in needed, a Tier 2 Technician will be on site: ≤ 2 Hours Completion of repairs and Deficiency resolution to the affected Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.	< 6 hours	No Credit
		Between 6 and 12 hours	$75 per day that component of VVS is deficient (includes network access and cabling and wiring)
		< 24 hours	$100 per day that component of Telephone System is deficient
		> 24 hours	$150 per day that component of Telephone System is deficient, after 7 days that Inventory of Tablets is depleted
Priority Level	**MAJOR (Includes but not limited to):**		

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Two	**Telephone System** • 10% to 24% of telephones in a single Housing unit, Module, Dorm, and/or Pod are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software **Video Visitation** • 25% to 49% of an Agency's Video Visitation System in a Video Visitation Room, Housing unit, Module, and/or Pod is out of service, and/or 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within _24__ hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency or Agency's Designee's initial service request to Contractor. The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 15 Business days.	≤ 24 hours	No Credit
		> 24 hours	$100 per day that component of Telephone System is deficient, VVS is deficient (includes network access and cabling and wiring)
Priority Level Three	**MINOR (Includes but not limited to):** **Telephone System** • One of multiple phones in a Housing unit, Module, Dorm, and/or Pod is not in operation, and additional phones are in the area available for Incarcerated Individual or Youth use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality **Video Visitation** • One of multiple Video Visitation units in a Video Visitation Room, Housing unit, Module, Dorm, and/or Pod is not in operation, and additional units are in area available for inmate use • Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped and Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality	≤ 2 days	No Credit
		> 2 days	$75 per day that component of Incarcerated Individual and Youth Telephone System or VVS is deficient

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	• <25% of a Agency's Video Visitation System is out of service • <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within __2__ business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.		
Priority Level Four	**COSMETIC (Includes but not limited to):** **<u>Telephone System</u>** A telephone is damaged but is capable of completing telephone calls **<u>Video Visitation</u>** • A Video Visitation unit is damaged but is capable of completing Video Visitation sessions • Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to Agency's satisfaction is made within _10_ business days of initial notification to Agency or Agency's Designee, or from Agency's or Agency's Designee's initial service request to Contractor.	≤ 10 days > 10 days	No Credit $75 per day that component of Incarcerated Individual and Youth Telephone System is deficient or damaged phones are not replaced

V. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Telephone System problem, network problem, outage, or other deficiency that has experienced against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	$900.00
	9	$1,350.00
	12	$1,800.00
	>12	$150.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without

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		penalty to the Agency
Priority Level Two	6	$600.00
	9	$900.00
	12	5% of Monthly Telephone System Revenue Commissions
	>12	$100.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency

II. SERVICE LEVEL AGREEMENT

#1: SYSTEM (SERVER) AVAILABILITY – SYSTEM INFRASTTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	System Infrastructure and Services Availability
Service Level Objective	To ensure that the system infrastructure equipment (e.g. servers, storage, kiosks, peripheral equipment, etc.) is available for use by each Agency's users and Incarcerated Individuals/Youth (if applicable) during scheduled hours of availability.
Service Level Definition	The system infrastructure includes all file, database, web, imaging, application and support servers, SANs, storage devices, backup systems, kiosks and associated peripheral equipment necessary to process, store, and preserve electronic data and information. Availability means all components of the systems infrastructure are ready for use, accessible by users and customers, and are operational to perform their assigned function. Contractor shall ensure qualified technical staff are available both during normal business hours (08:00 AM – 5:00 PM Pacific Standard Time) and during non-business hours, excluding planned maintenance or previously scheduled maintenance periods. Contractor staff shall work with each Agency's staff to resolve unexpected issues which impede the ability to perform necessary and time-sensitive work
Service Measurement	Availability
Metric Description	The percent of availability of combined system infrastructure services. The system infrastructure elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency, which may differ by Agency. The metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all servers/SANs/storage equipment/kiosks/peripheral equipment performing or supporting Automated Payment Services. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall reduce the percent availability. Degraded operations shall be reported as an individual category but shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level Commitment	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day)/kiosk
Target (Expected) Service Level Commitment	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in a facility / 900 * total number of kiosks in a Facility/Location **Sample calculation**: Assume 50 Kiosks installed/operational – 1. Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 2. Facility/Location Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100** **= [[27000 + 8990 + 8055 + 885] / 45000] *100** **= [44930/45000] * 100** **= .9984 * 100 = 99.84%**
Measurement Window	Daily per Kiosk during each Agency's established operational hours (currently 06:00 AM – 21:00 PM daily)

Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#2: NETWORK AVAILABILITY – NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	Network Infrastructure and Services Availability
Service Level Objective	To ensure that the Contractor managed network infrastructure and services are available for use during scheduled hours of availability.
Service Level Definition	The Contractor managed network infrastructure and services includes the routers, switches, repeaters, and all components needed to transport data between network site boundaries (kiosks) and the Contractor's site. Availability means the network infrastructure and services are available for use and are fully accessible and operational. Infrastructure and services include but are not limited to all network-related infrastructures necessary to make kiosks functional and usable. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Availability
Metric Description	The percent of availability of combined MAN/WAN/Internet Services The network infrastructure and services elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency. Those required operational hours differ by Agency, but the metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all network infrastructure equipment and services performing or supporting Automated Payment Services direct or support operations. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall negatively impact the percent availability. Degraded operations shall be reported as an individual category and shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk
Target (Expected) Service Level	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in an Facility/Location / 900 * total number of kiosks in an Facility/Location * 100 **Sample calculation**: Assume 50 Kiosks installed/operational –

	7.0 Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 8.0 Facility/Locational Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100** **= [[27000 + 8990 + 8055 + 885] / 45000] *100** **= [44930/45000] * 100** **= .9984 * 100 = 99.84%**
Measurement Window	Daily per Kiosk during Sheriff's Office and Probation Department established operational hours (currently 06:00 AM – 21:00 PM daily)
	Agency should be provided tools to retrieve statistics on demand statistics.

#3: CHANGE MANAGEMENT AND TROUBLE TICKET RESPONSE – RESOLUTION RESPONSE

Service Level Category	Infrastructure and Systems Change Management; and Problem Management and Resolution Response
Service Level Objective	• Change Management Service Request Management • To respond to customer requests for technical assistance in a timely manner and take the necessary action to accurately resolve issues or to escalate resolution of those issues when required.
Service Level Definition	Contractor shall provide customer support during all periods of authorized Kiosk access, 365 days per year. Service level Agreements shall apply during all periods of authorized Kiosk access hours for all problem categories. Service level objectives and Agreements shall be: • Respond to all service calls. • Resolve issues as accurately as possible within the following timeframes (Includes response time, travel time {if applicable}, resolution time): o Level 1 (Urgent) – 4 Business Hours o Level 2 (High) – 8 Business Hours o Level 3 (Medium) – 2 business days o Level 4 (Low) – 10 business days • Close (with confirmation) 95% of Levels 1-2 priority issues, 80% Level 3 priority, and 75% Level 4 priority issues within specified timeframes excluding issues requiring Contractor repair or resolution. • Track and report closure times for all issues requiring Contractor repair or resolution. • The time to complete change requests from request to fulfillment and operability shall not exceed the Service Level • For purposes of this Service Level, Change Management includes but is not limited to inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates Problems shall be reported to the Contractor Support Help Desk and shall be recorded for tracking and management. Priority definitions include but not limited to: • **Level 1** – Application or Service is inaccessible (i.e., network is down), Kiosk is down and inaccessible, administrative information is incorrect and preventing service. • **Level 2** – Application or Service is intermittently inaccessible, administrative information is incorrect causing intermittent service, and/or logon/password requires resetting or reissue, change requests that affect service or access to the Kiosk or network, network diagnostics critical to service.

	• **Level 3** - Question or information requests, change requests that do not affect service or access to the Kiosk or network, inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates. • **Level 4** – Cosmetic or other deficiencies that do not negatively affect or slow down service and/or access to the kiosk and/or network. Level 4 priority items shall be escalated to Level 3 priority after 10 business days. Based on the priority and aging of problems reported, support shall be escalated within the Contractor hierarchy for all problems not resolved within 5 business days. The Contractor shall identify the escalation process and individuals. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Percent resolution within Service Level timeframes and timeliness for Change Management.
Metric Description	• The percent of problems assigned and resolved by priority within agreed service level Agreements. • Timeliness for Change Management Services is defined as the time (business hours/days) required to successfully receive, process, and implement a change to the access control list, installed rule base, network diagnostics, equipment service, and software and/or configuration updates.
Metric Inclusions	• All reported problem tickets • Agency configurations ❖ Actions included: ○ Time required to complete a change request from receipt to operability ○ Time required to update the installed rule base or administration/access control list updates ○ Time required to perform network diagnostics [to trouble-shoot] ○ Time required to perform equipment service ○ Time required to implement software updates ○ Time required to implement configuration updates
Metric Exclusions	• For Trouble Tickets: None • For Change Management: ❖ Orders for new services requiring purchase of hardware or software ❖ Exclusion Time: ○ None – the time required for change approval and scheduling shall be considered part of the metric measurement and service level time.
Minimum Service Level	• Level 1 (Urgent) – 4 business hours • Level 2 (High) – 8 business hours • Level 3 (Medium) – 2 business days • Level 4 (Low) – 10 business days
Reports and Reporting Format/s	Agency must be able to create reports: Report Elements: Header to include Target SL, Minimum SL, Total Number of Changes, Total Number of Changes that Missed the Target Service Level, Total Number of Changes that Missed the Minimum Service Level; Detail for changes that exceeded three days to include Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Minimum SL achieved [Yes/No], Target SL achieved [Yes/No]; Sorted by Device Type Detailed Exclusion Report: Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Reason for Exclusion; Sorted by Device Type; Summarized by a Count of Excluded Changes
Measurement Window	Monthly
Service Level Reporting	Statistics shall be provided each month within five [5] business days after the end of the month

Window	measured

CREDITS	
Credit	The Agency affected shall receive credit if the Contractor fails to meet the minimum service level commitments. That credit shall be payable to the Agency within 30 business days of the date of the monthly service level report. The credit is assessed on a per Facility/Location basis when the Contractor fails to meet minimum service level commitments for System Infrastructure and Services Availability or Network Infrastructure and Services Availability or for both as follows: 1. Minimum Service Level Commitment not met per Facility/Location for 4 days or less in a Month – WARNING 2. Minimum Service Level Commitment not met for more than 5 days in a Month - $4,000 per occurrence (facility/location) up to a maximum of $40,000 per month (for all Facility/Locations).
Liquidated Damages	
Chronic/Systemic	If chronic or systemic problems persist in failure to meet minimum standard for three or more consecutive months, the Contractor shall be required to develop a corrective action plan to resolve the problems, agreed to by the affected Agency. Failure to develop a corrective action plan to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the affected Agency's exercise of other available options, up to and including termination of the contract.

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1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990

REQUEST FOR PROPOSALS
RFP# 10881

For
Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

Proposals are due by 3:00 pm (PST) on July 17, 2023

Mandatory Pre-Bidders Meeting will commence promptly at 9:00 am, on Friday June 16, 2023 at the Monterey County Jail, 1410 Natividad Rd. Salinas CA 93906, inside the Jail Briefing Room

Draft Approved by Counsel Printed Name Ann Brerenton_05/23/2023__

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SOLICITATION DETAILS SECTION

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1.0 INTENT

1.1 It is the intent of this Request for Proposal (RFP) is to solicit proposals from qualified CONTRACTOR(s) to provide turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles for the Monterey County Sheriff's Office and County of Monterey Probation Department.

1.2 This solicitation is **NOT** intended to create an exclusive service AGREEMENT.

2.0 BACKGROUND

Request for Proposal 10881 will establish turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles. The County seeks CONTRACTORs who will abide by all local, state, and federal regulations and who are also capable of providing all necessary materials and supervision, in the course of providing services as outlined herein.

2.1. Overview

The Monterey County Sheriff's Office ("Sheriff's Office") and Monterey County Probation Department ("Probation Department") are jointly soliciting proposals from qualified organizations ("Contractor" and/or "Proposer") to provide turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles. To maximize exposure to and knowledge of new technologies, Tablet and Video Visitation service providers may submit their proposals, but will be required to partner with a Proposer, if selected. Proposers may partner with a Tablet or Video Visitation service provider but will be responsible for and be the point of contact for implementation, billing, customer service, maintenance, and applicable Service Level Agreements.

2.1.1. Sheriff's Office - The Sheriff's Office consists of the Main Jail and the Women's Jail and Rehabilitation Center located at 1410 Natividad Road, Salinas, California 93906. The Average Daily Population is 900, with the capacity of 1,401.

2.1.2. Probation Department – Probation Department consists of two detention facilities for juveniles, consisting of the Juvenile Hall located at 1420 Natividad Road, Salinas, California 93906; and the Youth Center located at 970 Circle Drive, Salinas, California 93905. The Average Daily Population is 151.

2.2. Telephone Services for Incarcerated Individuals and Youth

Incarcerated detainees are generally allowed to make phone calls without restriction. These phone calls are either Collect, Prepaid, or Debit calls. Telephone Services for Incarcerated Individuals and Youth and all associated telephones are currently provided by Viapath Technologies (formerly GTL). The potential Contractor will be required to

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provide the same amount of, or more telephones that meet the description provided in this Statement of Work. The potential Contractor will be required to plan, finance, and implement the integration and testing of all required equipment and software relative to the new Telephone System for Incarcerated Individuals and Youth and related services, without impacting the normal daily operation of the existing Telephone System for Incarcerated Individuals and Youth.

The potential Contractor will be responsible for any changeover costs associated with the new installation or conversion of telephone instruments, associated equipment and/or software, and telephone enclosures. The type of telephone instrument and enclosures shall be subject to approval by the Sheriff's Office and Probation Department Designees.

If a new contractor is selected, Viapath will continue to operate and maintain their current telephone system and equipment under the terms and conditions of the existing contract, pending the transition and acceptance of the new Telephone System for Incarcerated Individuals and Youth at each detention facility.

The Telephone System for Incarcerated Individuals and Youth is contained within a custodial environment; therefore, certain security requirements are enforced. Minimally, the selected Contractor's staff and subcontractors will be required to submit to a background review for clearance, will be required to be escorted into certain areas of the facilities, and will be required to submit lists of equipment and tools to be brought into the facilities. The potential Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

2.2.1 Sheriff's Office – The following table shows the calls and minutes for 12 Months (June 2021-May 2022) for the Sheriff's Office:

	Domestic		International		Voicemail	
Month	**Calls**	**Minutes**	**Calls**	**Minutes**	**Calls**	**Minutes**
Jun-21	32,886	265,665.30	121	881.97	38	51.33
Jul-21	33,975	281,827.43	226	1,715.90	84	101.97
Aug-21	35,142	294,837.25	208	1,502.03	99	154.82
Sep-21	31,873	265,862.00	287	1,814.73	37	34.67
Oct-21	35,309	311,896.00	267	1,960.00	31	21.00
Nov-21	37,453	353,652.83	384	3,112.72	25	20.05
Dec-21	41,645	399,868.13	604	4,728.15	30	21.52
Jan-22	37,602	355,084.17	581	4,398.11	57	140.82
Feb-22	38,528	360,909.01	591	4,537.02	19	35.77
Mar-22	44,345	393,670.09	654	5,527.23	31	21.68
Apr-22	47,780	425,302.26	676	5,707.22	50	55.02
May-22	19,738	176,283.32	202	1,635.70	31	29.08
TOTALS	**436,276**	**3,884,857.79**	**4,801**	**37,520.78**	**532**	**687.73**

2.2.2. Probation Department - The following table shows the current average annual calls and minutes for the Probation Department:

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Domestic		International	
Calls	**Minutes**	**Calls**	**Minutes**
120,000	1,236,000	48	396

2.3. Tablet Program and Video Visitation

Tablets are currently provided by Viapath for the Sheriff's Office and Probation Department to support officer's administrative efforts (Commander Tablets), Incarcerated Individuals, and Youth programs, Video Visitation, entertainment, other applications, communications services.

The Sheriff's Office and the Probation Department require a turnkey hardware and software solution to support a hosted, IP-based Incarcerated Individuals/Youth Video Visitation System for the Sheriff's Office and Probation Department. Incarcerated Individuals/Youth Video Visitation shall be used for both attorney, confidential and public visits.

2.3.1. Sheriff's Office - Tablet Program and Video Visitation – The tablets are currently provided by Viapath, and are currently used for programs, administration, communication services, video visitation, and entertainment. The Sheriff's Office prefers a 1:1 Tablet to Inmate ratio. For the Video Visitation application, the Sheriff's Office has the following:

2.3.1.1 Lobby Public Access Video Visitation Room: The Sheriff's Office averaged over 2,000 face-to-face family visits a month before Covid, which does not include Attorney, Bail, and Clergy visits. The Sheriff's Office currently has a Lobby Video Visitation Room for the public that has 18 units (2 units are ADA-compliant), and 4 units in the attorney rooms, a total of 22 units.

2.3.1.2 Main Jail (Old Jail):

Main Jail (Old Jail)

	Number of Rooms, Pods, or Dorms	Number of Video Visitation Stations Required	Number of Video Visitation Stations with Tablet Permanently Installed and Hard-Wired
Attorney Rooms			
* Men's	8	0	8
* Women's	2	0	2
Men's Housing			
* Pods (A-J, K4, K5, K16, K17)	14	42	14

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* Dorms (A, B, C, D, E)	5	35	5
* Infirmary	1	0	1
* Holding	1	0	1
Women's Housing			
* Pods (Q, R, S, T, U, V)	6	18	6
* Holding	1	0	1

2.3.1.3 New Jail

New Jail

	Number of Rooms or Blocks	Number of Video Visitation Stations Required	Number of Video Visitation Stations with Tablet Permanently Installed and Hard-Wired
Men's Housing Blocks	8	24	8
Attorney Rooms (2 per Housing Block)	16	0	16

2.3.1.4 The following table shows the tablet usage for both tablet sessions and video sessions for the Sheriff's Office:

Sheriff's Office (12-months)		
Product	**Event Count**	**Minutes**
Tablet Session Total	1,911,849	17,164,441
Tablet Video Total	332,420	2,865,347

2.3.2 Probation Department Tablet Program and Video Visitation - The Tablet Program for the Probation Department has not been fully deployed, and currently does not have a Video Visitation System. The Probation Department requires a fully deployed Tablet Program that includes Video Visitation. The following table shows 7 months' tablet usage for tablet sessions only (non-Video) for the Probation Department:

Probation Department (7-months)		
Product	**Event Count**	**Minutes**
Tablet Session Total	2,879	33,058

2.4. Audit

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The Sheriff's Office and Probation Department's duly authorized representatives shall have access, at reasonable times, to all reports Contract records, documents, files and personnel necessary to audit and verify Contractor's charges to the Sheriff's Office and Probation Department hereunder. Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for Contractor's services hereunder Sheriff's Office and Probation Department reserves the right to audit and verify Contractor's records before final payment is made. The Sheriff's Office and Probation Department's representatives shall have the right to reproduce any of the aforesaid documents. Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Sheriff's Office's Project Manager and Probation Department's Project Manager.

2.5. Current Agencies Using Proposer's Services

Proposer shall list a minimum of three (3) current agencies (more is preferred) in California each, including the ADP and contact information, that are currently using the Proposer's:

2.5.1. Telephone System and Associated Services

2.5.2. Tablet Program and Video Visitation Application - Minimum three (3) clients, more is preferred.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	June 1, 2023
3.2	**Mandatory** Pre-Bidders Conference	09:00 a.m., PST, June 16, 2023
3.3	Deadline for Written Questions	3:00 p.m., PST, June 23, 2023
3.4	Proposal Submittal Deadline	3:00 p.m., PST, ,July 17, 2023
3.5	Estimated Notification of Selection	August 2023
3.6	Estimated AGREEMENT Date	September 2023

Mandatory Pre-Bidders Meeting will commence promptly at 9:00 am, on Friday June 16, 2023 at the Monterey County Jail, 1410 Natividad Rd. Salinas CA 93906, inside the Jail Briefing Room.

This schedule is subject to change as necessary.

3.7 **FUTURE ADDENDA:** CONTRACTORs, who received notification of this solicitation by means other than through a County of Monterey mailing shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of

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any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS EACH CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County

Jaime Ayala, MA III
Contracts & Purchasing Department
1488 Schilling Place
Salinas, CA 93901
PHONE: (831) 783-7047
FAX: (831) 755-4969
Email: AyalaJ@co.monterey.ca.us

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched, and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of CONTRACTOR.**

5.0 SCOPE OF WORK

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract price. However, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

SCOPE OF WORK includes, but is not limited to, the following:

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5.1. Telephone System for Incarcerated Individuals and Youth

5.1.1. General Requirements

5.1.1.1. Contractor shall be responsible for the billing and collection of all completed Incarcerated Individuals/Youth Collect, Prepaid, and Debit calls in accordance with current FCC and CPUC approved tariff rates.

5.1.1.2. Contractor shall provide capability for Collect, Prepaid, and Debit calls.

5.1.1.3. Contractor shall generate and process Personal Identification Numbers (PINs) within the next best real-time (less than 2 minutes) to update system for Incarcerated Individuals/Youth to begin making calls. Contractor shall describe its PIN generation and processing and include length of time to generate or obtain a PIN.

5.1.1.4. Contractor shall have the capability to allow an Authorized Call list or Personal Allowed Number (PAN) list that the Sheriff's Office and Probation Department, at its discretion, will have the flexibility of adding or deleting numbers with no minimums or maximums.

5.1.1.5. The Sheriff's Office and Probation Department will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls. Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).

5.1.1.6. Contractor shall provide two complete (2) System Administrative Console or Workstations onsite for the Sheriff's Office and two (2) complete System Administrative Consoles or Workstations onsite for the Probation Department at no charge. Each Workstation shall include a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.

5.1.1.7. The Workstations shall include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers. Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of Incarcerated Individuals/Youth calls. Contractor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the Incarcerated Individual and Youth Telephone System.

5.1.1.8. At the request of the Sheriff's Office and/or Probation Department, Contractor shall replace any or all Workstation-related components to be received no more than ten (10) calendar days, should equipment be determined by the Sheriff's Office and/or Probation Department as outdated and/or inefficient.

5.1.1.9. Contractor shall be responsible for paying for and installing any additional physical plant requirements for the Incarcerated Individual

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and Youth Telephone System (power, security, data, cabling, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the Sheriff's Office and Probation Department.

5.1.1.10. Contractor shall be responsible for obtaining, developing, and implementing the interface requirements (i.e., with Jail Management System, Commissary) required to implement the telephone system and associated services (i.e., PINs, Debit, Interactive Voice Response, etc.). Contractor shall bear all costs of required interface(s). Contractor shall be responsible for any and all costs incurred in conjunction with the implementation of the Telephone System, Services, and Features.

5.1.1.11. Provide a detailed Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the Request for Proposal preceding and/or following a natural or human-induced disaster.

5.1.1.12. At no cost to Sheriff's Office and Probation Department, Contractor shall move or remove telephones, as well as install additional telephones and monitoring and recording equipment as needed.

5.1.2. <u>System Requirements</u>

5.1.2.1. Contractor's system must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC-based networks, mainframes, or other platforms, providing secure anytime, anywhere access. Contractor shall be responsible for any interface costs or upgrades with the Commissary and Jail Management Systems, and any other costs incurred in conjunction with implementing the system and its features.

5.1.2.2. Contractor's system shall permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for Incarcerated Individuals/Youth use for the purpose of placing phone calls through this system. The Telephone System shall provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, and Debit) and Call Type (local, intra-LATA, inter-LATA, Interstate, International). Contractor's automated operator telephone system shall also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.

5.1.2.3. Post-Dial delay shall not exceed 15 seconds, and billing shall start after voice recognition has been verified and the called party has accepted the call.

5.1.2.4. The system shall have the ability to provide, print, download and e-mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN/PAN, phone, number dialed, time/date, duration, call type, call status, etc., by Sheriff's Office and Probation Department staff.

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5.1.2.5. The system shall have the capability of reverse lookup of phone numbers called to provide call detail. Provide a detailed description of your reverse lookup capability.

5.1.2.6. The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.

5.1.2.7. The system shall provide full Key Word Search feature that maintains a high level of accuracy (no less than 75% accuracy) as well as adaptability for new updates. The feature shall also automatically transcribe flagged calls and transcribe all other calls including calls on demand using “key word” and “key phrase words” search. Describe in detail your key word and key phrase words search feature, its accuracy, and its capabilities including but not limited to sending phrases with context and exact time on the recording to designated recipients.

5.1.2.8. The system shall provide Interactive Voice Response (IVR) in English and Spanish at a minimum. IVR shall provide the caller with information including but not limited to:

- 5.1.2.8.1. Specific Incarcerated Individual/Youth information, including charges and booked dates
- 5.1.2.8.2. Facility Address
- 5.1.2.8.3. Depositing money in Incarcerated Individual’s/Youth’s account
- 5.1.2.8.4. Mail Restrictions
- 5.1.2.8.5. Property Releases
- 5.1.2.8.6. I-Care package Options
- 5.1.2.8.7. Phone System
- 5.1.2.8.8. Connect to Live Person

5.1.2.9. The system shall be a true web-based system. The system shall support and interface with web services, integrating Web-based applications using open standards.

5.1.2.10. The system's current commonly used browser shall be in web format. It must be true web-based with nothing being installed on the local computer. Contractor shall be willing and able to make system changes to better support the needs of the Sheriff’s Office and Probation Department. The proposed system shall operate independently from the Sheriff’s Office’s and Probation Department’s Wide Area Network (WAN) and/or Local Area Network (LAN).

5.1.2.11. The system’s browser shall have no plug-ins.

5.1.2.12. The desired Telephone System phone calls must be capable of being monitored, recorded, and archived (for five years), with the exception of calls made to criminal defense attorneys, including the Monterey County Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Contractor into the Telephone System.

5.1.2.13. Conversely, calls shall be blocked to certain numbers on a system-wide basis and to others on a case-by-case basis, managed by the Sheriff’s Office and Probation Department. System-wide blocked calls

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include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by Contractor into the telephone system. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the Telephone System.

5.1.2.14. The system shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Incarcerated Individuals/Youths shall be required to hang up before dialing a new number. The Contractor shall provide a report of a list of offenders.

5.1.2.15. The system shall block three-way calling, conference calling, and call forwarding. The system shall not allow any inmate to initiate directly or indirectly the use of third-party service providers, friends, and family to communicate directly with other inmates inside or outside the facility in other incarceration facilities and institutions.

5.1.2.16. The system shall have the capability of permitting the called party to block all future calls from the Sheriff's Office and Probation Department. Calls cannot be blocked due to a lack of Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC) billing agreements with Contractor. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number. Unauthorized call attempts shall be flagged, archived (for five years), and alert reports shall be generated.

5.1.2.17. The system shall provide the ability to selectively monitor call activity in real-time and initiate appropriate action as necessary. The system shall be capable of retrieving and generating Incarcerated Individuals/Youth unauthorized call activity logs for specified periods.

5.1.2.18. The system shall record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call shall be stored for the life of the contract and for retrieval for a period of five (5) years. The system shall have the capability to transfer the recorded calls to removable media for archiving, or review. The call and video recordings shall be maintained by Contractor and easily accessible by the Sheriff's Office and Probation Department throughout the retention period.

5.1.2.19. The system shall be capable of generating a variety of management reports and call detail reports. The system shall be able to identify calls by time, location, specific telephone instrument, Incarcerated Individuals/Youth PIN, or number called. The system shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

5.1.2.20. Contractor shall be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the

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corrective action taken to the Sheriff's Office and Probation Department. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during the off-peak hours of 10:00 pm to 06:00 am.

5.1.2.21. Automated call instruction/announcements shall be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.

5.1.2.22. The system shall utilize positive call acceptance and active consent for all touch tone calls and shall allow passive acceptance for rotary dial calls.

5.1.2.23. The called party shall be informed of the cost of the call prior to accepting the call, on all types of Collect calls.

5.1.2.24. Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.

5.1.2.25. Pursuant to California Penal Code 851.5, an arrested person is entitled to three free local telephone calls at the time of booking. The arrestee, if he or she is a custodial parent with responsibility for a minor child, has the right to two additional telephone calls within the local dialing area, or at his or her own expense if outside the local area, for the purpose of arranging for the care of the minor child or children in the parent's absence. Telephones located in the intake area will be configured to allow Incarcerated Individuals to make local calls to landline and cell phones at no cost. Describe how the free calls will be handled, inclusive of custodial rights, and with PIN generation and Voice Biometrics.

5.1.2.26. Pursuant to California Welfare and Institutions Code Section 627(b), Youth are entitled to at least two (2) free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow Youth to make local calls to landline and cell phones at no cost. The Contractor will be required to provide these calls at no cost to the Probation Department and will inform Probation Department what constitutes a local call. The system must allow free calls to the California Relay Service (CRS) to assist hearing-impaired Youth and must also allow Probation Department to specify speed dials.

5.1.2.27. The system shall provide for automated turn on and shut off at designated times and system shut off capabilities from designated areas.

5.1.2.28. The system shall allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the Telephone System.

5.1.2.29. Contractor shall provide the maximum number of simultaneous authorized operator access to the system.

5.1.2.30. The system shall have the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments shall provide the capability to mute the Incarcerated Individuals/Youth's ability to speak to the call recipient until the call is

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accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.

5.1.3. Telephones

5.1.3.1. All telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be capable of mounting to cement wall, block wall, stainless steel shrouded columns or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.

5.1.3.2. Telephone instruments shall have touch-tone keypads.

5.1.3.3. Telephone instruments shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user.

5.1.3.4. Telephone devices will be configured with a braided steel receiver cord, the length of which may vary and will be determined by the Sheriff's Office and Probation Department prior to implementation.

5.1.3.5. All telephone instruments must be water resistant and fireproof and have key- locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.

5.1.3.6. Contractor's automated operator Telephone System shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Currently, there is a TDD Station in the Sheriff's Office Intake/Booking area.

5.1.3.7. Contractor shall provide Video Relay Service (VRS) for Deaf or Hard-of-Hearing Incarcerated Individuals and Youth at no cost to the Sheriff's Office and Probation Department. Current vendor currently provides VRS through a partnership with Purple Communications.

5.1.3.8. Amplified handsets shall be required in all areas.

5.1.3.9. Contractor shall provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the Sheriff's Office and Probation Department. Contractor shall complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department reserves the right to pre-approve mounting and installation.

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5.1.3.10. Telephone instruments must be line powered such that, the phone does not require separate electrical power at the device.

5.1.4. Call Monitoring/Recording System

5.1.4.1. The system shall have a call monitoring and recording system that records every call made by the system and stores retrievable recorded calls for a minimum of five (5) years or as required by current County statutes, or State and Federal regulations.

5.1.4.2. The system shall have the capability to disconnect a call that is being monitored, and a secure monitoring platform for remote call monitoring.

5.1.4.3. Calls to certain predetermined telephone numbers shall not be recorded. The system must be able to exempt specific telephone numbers from monitoring or recording. The system must be capable of identifying specified telephone numbers as "do not record."

5.1.4.4. The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.

5.1.4.5. The system shall have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.

5.1.4.6. The system should include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.

5.1.4.7. The system must provide for the monitoring of live Incarcerated Individuals/Youth calls without any detectable deterioration of call quality or call interruptions.

5.1.4.8. The system must have the ability to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. The system must be configured/networked such that all recorded calls may be accessed from any workstation. The system must be configured for both public and private secured networks.

5.1.5. Maintenance and Repairs

5.1.5.1. The equipment installed at the Sheriff's Office and Probation Department shall remain the sole and exclusive property of the Contractor. Sheriff's Office and Probation Department will not be responsible for any damage to equipment.

5.1.5.2. The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all Incarcerated Individuals/Youth telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.

5.1.5.3. The Contractor is responsible for all maintenance and repairs to Incarcerated Individuals/Youth telephones and the Telephone System. A single point of contact with the Contractor, via a toll-free telephone number, an e-mail address, and centralized URL must be established by the Contractor to support all technical and Customer Service

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support for electronic communication including but not limited to Trouble Ticket initiation, Team Notification, updates to and status of trouble ticket resolution and case management trouble ticket close-out, and for reporting all other telephone problems. The toll-free maintenance/repair telephone number, answered by a live operator, shall be available for reporting Incarcerated Individuals/Youth telephone problems twenty-four (24) hours per day, every day of the year.

5.1.5.4. Contractor shall provide one (1) full-time Site Administrator/Technician (SAT), who shall be onsite and dedicated to the Sheriff's Office and Probation Department Monday through Friday during Sheriff's Office and Probation Department business hours, and after business hours if working a trouble ticket or deficiency through completion and resolution. The SAT will be responsible for providing administrative and technical support, maintenance, and preventive maintenance on Incarcerated Individual and Youth Telephone System, Tablets, and Video Visitation System.

5.1.5.5. Contractor shall have Tier 2 Technical Support to provide real-time access and immediate support to the SAT, when needed.

5.1.5.6. Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the system. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

5.1.5.7. Contractor shall develop procedures and schedules to conduct monthly Preventive Maintenance on Incarcerated Individual and Youth Telephone System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Incarcerated Individual and Youth Telephone System and all of its components in good working order, including the performance of Preventive Maintenance.

5.1.5.8. Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or Contractor's equipment. When Contractor determines the service provider responsible for failure, then the Contractor shall contact the service provider responsible for failure and jointly resolve the failure at no cost to the Sheriff's Office and/or Probation Department. If the failure is determined to be the fault of Contractor's equipment, hardware, software or wiring, Contractor shall correct the problem at no cost to the Sheriff's Office and/or the Probation Department.

5.1.5.9. Contractor shall provide Customer Service support that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

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5.1.5.10. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Incarcerated Individuals/Youth Telephone System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

5.1.5.11. Contractor shall describe how it performs standard system testing to ensure that the Telephone System and its network services are fully implemented and ready to accept telephone traffic for Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Telephone System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

5.1.5.12. Contractor shall be responsible for all maintenance and repairs to the Telephone System.

5.1.5.13. Contractor shall provide 24/7/365 support for software and hardware problems and shall adhere to and comply with Exhibit I - Incarcerated Individuals/Youth Telephone System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Telephone System problems. This toll-free maintenance/repair telephone number shall be available for reporting Telephone System problems twenty-four (24) hours per day, every day of the year.

5.1.5.13.1. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Telephone System Service Level Agreement in Exhibit I.

5.1.6. <u>Other Associated Services and Service Offerings</u>

5.1.6.1. Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.

5.1.6.1.1. Contractor shall have managed inventory supply of receipt paper rolls, and inventory supply of primary components that include but not limited to bill acceptors, card readers, coin exchangers, and receipt printers.

5.1.6.1.2. Intake/Booking kiosks shall have single bill feeder to reduce accounting errors and corrections.

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5.1.6.1.3. Contractor shall have 24/7 Business Day and After-Hour technical support.

5.1.6.1.4. Contractor shall be responsible for interfacing and associated interface costs with the JMS and Commissary systems.

5.1.6.1.5. All kiosks shall have the capability to pull full reports to capture data that includes but not limited to deposits, management reports, and maintenance reports.

5.1.6.1.6. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Kiosk System Service Level Agreement in Exhibit III.

5.1.6.2. Contractor shall provide Investigative Tools at no cost to the Sheriff's Office and Probation Department.

5.1.6.2.1. Contractor shall provide description of Analytical Tools that provide linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.

5.1.6.2.2. Contractor shall provide and describe system's capabilities in detail for other investigative tools available for call trace, call history detail, call monitoring without Incarcerated Individuals/Youth or other party detection and recording and other call detail capabilities that can be used to aid investigations related to the detention facilities.

5.1.6.2.3. Contractor shall provide Voice Biometrics (Continuous or Non-Continuous) at no cost to the Sheriff's Office and Probation Department. Voice Biometrics (Continuous or Non-Continuous) shall have a minimal impact on call delay. Contractor shall include in response, the impact on quality of call and length of call.

5.1.6.3. Contractor shall provide Virtual Mailroom at no cost to the Sheriff's Office and Probation Department. The Virtual Mailroom shall safely process Incarcerated Individuals/Youth postal mail at an off-site processing center and convert Incarcerated Individuals/Youth postal mail into a high-definition electronic color copy, uploaded into a digital platform. The mail shall be filtered with the Sheriff's Office's and Probation Department's security settings and shall be automatically sent electronically to the Incarcerated Individual/Youth directly via a tablet or kiosk platform. The Virtual mail shall have a searchable database.

5.1.6.4. Contractor shall provide a description of other service offerings that include but not limited to Text Messaging.

5.1.7. Leave-Behind Solution

Contractor shall provide a leave-behind solution at the end of the contract term at no cost to the Sheriff's Office and Probation Department. All call detail records, call and visitation recordings, documentation, reports, data, etc. are the property of the Sheriff's Office and Probation Department and shall be provided to the

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Sheriff's Office and Probation Department by Contractor on a secure storage medium and in a usable, user-friendly, searchable electronic format at no cost to the Sheriff's Office and Probation Department within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. Contractor shall accept Sheriff's Office's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at Sheriff's Office's option, leave behind solution must be located in a Sheriff's Office-designated location(s).

5.1.8. Financial Offer

The potential Contractor shall pay the higher of the Revenue Share ($/Minute) or Minimum Annual Guarantee (MAG). The Revenue Share ($/Minute) will be in compliance with FCC and CPUC regulatory laws and stay within allowed limits (currently at $0.01-$0.02 per minute).

The potential Contractor shall provide the Sheriff's Office and Probation Department separately, a Minimum Annual Guarantee (MAG) amount that shall be paid to each in equal monthly installments, due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). State the Revenue Share ($/Minute) Offered and the MAG amount offered, specifying how the MAG amount was determined, how it is reconciled with commissions, and disbursement of adjustment payments, if any.

5.1.9. Interest

If any payments due are not received by the Sheriff's Office and Probation Department within the agreed-upon period, the Sheriff's Office and Probation Department are entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66-day year) calculated from the date payment is due.

5.1.10. Compliance

All rates, fees, and surcharges shall be in compliance with current Federal and State regulatory laws.

5.1.11. Integration of New Telephone System

The potential Contractor shall submit detailed plans for the provision of necessary telephone equipment and the integration of the new Incarcerated Individual and Youth Telephone System, while minimizing the impacts to current telephone system operations. Should potential Contractor elect to utilize existing Telephone Instruments, potential Contractor shall at its own risk, cost, and expense enter into an agreement with Viapath to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current Telephone System and services agreement. The new automated operator Incarcerated Individual and Youth Telephone System and Telephone

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Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the Sheriff's Office and Probation Department. System integration and acceptance test criteria is as follows: all telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office and Probation Department Project Managers. All telephone installation plans and schedules will be reviewed and approved by the Sheriff's Office and Probation Department's Project Managers, in order to minimize impacts to normal operations.

5.1.12. Project Approach

Contractor shall present an overview, which shall be a narrative description, of the Contractor's proposed plan for providing Incarcerated Individuals/Youth Telephone Services to the Sheriff's Office. The Contractor will provide in full detail, its understanding and response to the Scope of Work.

5.1.12.1. Project Control Document (PCD) - Upon effective date of Agreement, Contractor shall create and deliver to the Sheriff's Office, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:

5.1.1.1.1. Introduction and Executive Summary
5.1.1.1.2. Project Mission & Objectives
5.1.1.1.3. Project Scope
5.1.1.1.4. Implementation Plan and Schedule
5.1.1.1.5. Change Control Plan
5.1.1.1.6. Project Team
5.1.1.1.7. Risk Assessment & Management

5.1.12.2. Project Implementation Team

5.1.12.2.1. Contractor shall provide the name, years of service, qualifications, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the Incarcerated Individual and Youth Telephone System installation; and Contractor's Account Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the subsequent Contract(s).

5.1.12.2.2. Contractor shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members, including the organizational framework for the proposed Project Team and key staff name for each role identified in the chart.

5.1.13. Training/Ongoing Operations

5.1.13.1. Contractor shall provide training on the Incarcerated Individuals/Youth telephone workstation features and usage for all workstations at the Sheriff's Office and Probation Department

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facilities. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

5.1.13.2. Contractor shall offer annual training on Incarcerated Individuals/Youth Telephone Services and any associated service offering.

5.1.13.3. Contractor shall provide "refresher training" and training on Incarcerated Individuals/Youth Telephone Service upgrades or any component thereof.

5.1.13.4. Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings.

5.1.13.5. Contractor will actively engage in and participate in an annual review of the Contract.

5.1.14. Management Reporting

5.1.14.1. Project Status Reports during implementation of system and associated services - Contractor shall prepare and submit Project Status Reports separately to Sheriff's Office and Probation Department. Contractor shall submit such weekly reports which shall, at a minimum, state:

5.1.14.1.1. Period covered by the report

5.1.14.1.2. Project Control Document which includes but not limited to:

5.1.14.1.2.1. Project Implementation Checklist

5.1.14.1.2.2. Project progress and plans

5.1.14.1.2.3. Issues tracking, including deficiencies

5.1.14.1.2.4. Project schedule including work scheduled for completion, which was completed, and work scheduled for completion which was not completed

5.1.14.1.2.5. Updates to the Project Control Document

5.1.14.1.2.6. Project risks identified through the quality assurance process

5.1.14.2. Automated Monthly Management Reports – Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting

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on Incarcerated Individual and Youth Telephone System for the prior month. Such reports shall include, but not be limited to, the following:

5.1.14.2.1. Complete Call Detail Reports

5.1.14.2.2. Complete and Detailed Mapping of All Equipment: This report shall include but shall not be limited to information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled, and pertinent wiring information. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available to all Workstations.

5.1.14.2.3. Total Calls Completed and Billed Report - Report shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.

5.1.14.2.4. Total Calls Not Completed Report - Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, lntralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompletion of the calls and an aggregate total of each value.

5.1.14.2.5. Revenue Share Report - This report shall contain the annual or monthly historical contemporary MAG payment and/or Commissions information.

5.1.14.2.6. Summary of System Outages and/or Maintenance Performed Report - Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the Sheriff's Office and Probation Department.

5.1.14.2.7. Telephone Inspection and Maintenance Log - This report shall be submitted on a quarterly basis.

5.1.14.2.8. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the Sheriff's Office and Probation Department.

5.1.14.3. Year-End Summary Management Reports - Contractor shall submit Year-End Summary Management Reports to the Sheriff's Office and Probation Department pertaining to the operation of the Contractor's Incarcerated Individual and Youth Telephone System and separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. are due on the day

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of, or no later than 5:00 pm the next business day following the Contract Annual Review meeting and presentation.

5.1.14.3.1. Annual Operations Report shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

5.1.14.3.2. Annual Contract Review Report generated for the annual contract review meeting. Within thirty (30) calendar days following the end of each Agreement year, Contractor's Account Manager shall meet with the Sheriff's Office and Probation Department, and present the following:

5.1.14.3.3. Incarcerated Individuals/Youth call activity for the Agreement year

5.1.14.3.4. Compliance with the terms and conditions of the contract

5.1.14.3.5. Recap of any key areas of successes and/or concerns

5.1.14.3.6. Intended strategies for the upcoming contract year.

5.2. Tablet Program and Video Visitation for Incarcerate Individuals and Youth

5.2.1. Tablet Program

5.2.1.1. Contractor shall provide on tablets for incarcerated person education, rehabilitation, and reentry programs.

5.2.1.2. Contractor shall provide standard, basic content offer, and describe what is included.

5.2.1.3. Contractor shall provide a detailed description of the tablet device, the functions, the security features, charging/docking stations, and Wi-Fi system.

5.2.1.4. Contractor should be able to provide all incarcerated persons access to free education courses, court ordered and approved courses, self-help, GED prep modules, vocational, spiritual, religious texts, behavioral courses on their tablets, with incarcerated person reward options, for incentive based programing.

5.2.1.5. Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system.

5.2.1.6. Contractor will provide pre-loaded self-help courses on topics ranging from job interview preparation to substance abuse, and anger management.

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5.2.1.7. Contractor will allow Programs Unit to utilize tablet system as a platform for IP's to be able to take a placement test, to help programs unit identify strengths and weaknesses of IP, which will then guide IP to the appropriate lesson.

5.2.1.8. Contractor will provide additional incentives for IP to pursue the educational and vocational content. Example: If IP does well in a course, or has been a model IP, they win points, which can be used to tap into music, movies and games on the tablet system.

5.2.1.9. The device shall be capable of displaying the most common file formats.

5.2.1.10. Tablets shall have, at a minimum, the following security features:

5.2.1.10.1. The device may store limited data across user sessions.

5.2.1.10.2. The device shall be configured for unique user login for certain users.

5.2.1.10.3. The device shall return to a secure baseline configuration upon logout, restart, or reboot.

5.2.1.10.4. The device is capable of tiered-role privileges that distinguish between users and administrators and their authorized functions.

5.2.1.10.5. Access to boot partitions and the root file system are prohibited.

5.2.1.10.6. The device provides no access to macros, scripting or application programming interfaces.

5.2.1.11. Tablets shall have the capability to render Sheriff's Office and Probation Department-generated web content including but not limited to websites and streaming media.

5.2.1.12. Tablets shall be capable of rendering content on closed networks or secure zones, completely isolated from the internet.

5.2.1.13. Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff's Office and Probation Department).

5.2.1.14. Ear buds shall be initially provided by Contractor at no cost for all tablets and inventory spares. Contractor may charge for subsequent requests for replacement ear buds.

5.2.1.15. Contractor shall provide an inventory of tablets onsite at the Sheriff's Office and at the Probation Department to immediately replace broken tablets and shall have an expedient process of returning broken or defective tablets and replenishing inventory at agreed-upon unit quantity levels.

5.2.1.16. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Tablets and Video Visitation System Service Level Agreement in Exhibit II.

5.2.1.17. Quantity of Tablets Proposal Offer

5.2.1.17.1. Sheriff's Office

5.2.1.17.1.1. Refer to Section 2.3.1.1 of this RFP. The Sheriff's Office prefers, although not required, a 1:1 Inmate to Tablet Ratio and 13 Commander tablets. State the number of tablets offered in proposal and rationale for determining quantity offered.

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5.2.1.17.1.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

5.2.1.17.2. County Probation Department

5.2.1.17.2.1. Refer to Section 2.3.2 of this RFP. The Probation Department requires a minimum of 20 tablets (10 for each unit) and 2 Commander tablets. State number of tablets offered in proposal and rationale for determining quantity offered.

5.2.1.17.2.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

5.2.2. Video Visitation through Tablets

5.2.2.1. Video Visitation Requirements for both Sheriff's Office and Probation Department

5.2.2.1.1. The system shall allow the public to visit Incarcerated Individuals/Youth from their home, as well as from pre-determined visitation centers in designated Sheriff's Office and Probation Department facilities, while being monitored and recorded by Sheriff's Office and Probation Department staff. Attorneys and other approved individuals who require private access to Incarcerated Individuals/Youths will be able to do so through Remote Incarcerated Individuals/Youth Video Visitation without being monitored or recorded. There will be onsite Incarcerated Individuals/Youth Video Visitation terminals as well, for private video sessions with attorneys and other approved individuals. All recordings shall remain the property of the Sheriff's Office and Probation Department. All facets of this project will be mutually agreed upon by Contractor and the Sheriff's Office and Probation Department.

5.2.2.1.2. Both Sheriff's Office and Probation Department have TracNet for their Jail Management System and Aramark for their Commissary. The Contractor will be responsible for a seamless and fully operational interface development and associated costs with 3rd party vendors (Jail Management System or Commissary vendors) and/or Sheriff's Office and Probation Department systems. The Contractor will be required to plan and implement the Video Visitation System, including any integration and/or interfaces, and testing of all required equipment and software relative to the

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new Video Visitation System, without impacting the normal daily operation of other Sheriff's Office and Probation Department systems.

5.2.2.1.3. Contractor shall state all costs, if any, associated with the installation, associated equipment and/or software, furniture, and enclosures, and will include all cost components. The Video Visitation System instruments, software, hardware, and enclosures shall be subject to approval by the Sheriff's Office and Probation Department. The Contractor shall be responsible for any costs for cabling and wiring, network access, project implementation, interface development and installation, and for any other cost incurred in conjunction with implementation of the system and its associated services and features.

5.2.2.1.4. Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

5.2.2.1.5. Contractor shall provide a fully functioning, comprehensive and operational hosted, IP-based Video Visitation System using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities.

5.2.2.1.6. The Video Visitation System shall be capable of processing on-site and remote visits at all facilities, allowing visitors to video conference with Incarcerated Individuals/Youths whether visitor is located at a designated Facility property and/or at a remote location.

5.2.2.1.7. The Video Visitation System shall be a complete solution for the Sheriff's Office and Probation Department incorporating all major aspects of visitation (e.g., reporting, recording, scheduling, software and hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors.

5.2.2.1.8. The Video Visitation System shall allow for visitation recording.

5.2.2.1.9. The Video Visitation System shall be able to charge the visitor for remote and inter-facility video visits with the Sheriff's Office and Probation Department.

5.2.2.1.10. The Video Visitation System shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP/Ethernet. Systems that utilize analog audio/video matrix switching devices are not acceptable.

5.2.2.1.11. At no expense to the Sheriff's Office and Probation Department, staff shall be trained by Contractor in the

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use of the System to facilitate all on site and remote browser-based visitations and to administer the System.

5.2.2.1.12. Cabling and wiring, network access, interface, installation, and implementation of the Video Visitation System and associated services and features will be the responsibility and cost of the Contractor. Contractor shall be responsible for providing and implementing a separate network connection (cable, fiber, etc.). Contractor will be responsible for any additional network switches, wiring, and any and all bandwidth required for video visitations.

5.2.2.1.13. Cabling, wiring, and other infrastructure will become the property of the Sheriff's Office and Probation Department at the end of the contract term.

5.2.2.1.14. Remote visitors will be able to conduct remote visits without having to install or download any software.

5.2.2.1.15. Contractor shall provide technical support in both English and Spanish during visitation hours for facility and visitors at no cost to facility.

5.2.2.1.16. Software upgrades and system improvements will be provided and implemented at no additional cost to the Sheriff's Office and Probation Department.

5.2.2.1.17. The Video Visitation System shall be able to support several web-based applications including, but not limited to, video visitation, Incarcerated Individuals/Youth information, sick request, emergency visit, commissary ordering and Incarcerated Individuals/Youth electronic Email.

5.2.2.1.18. The Video Visitation System shall utilize high quality video, H.264 video standard, 64 Kbps- 2 Mbps video transmission speeds, and a wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (l76x 144pixels).

5.2.2.1.19. The Video Visitation System shall be designed for: up to 30 frames per second of high-quality video at 384+ Kbps, up to 15 frames per second of high-quality video at 64 - 320 Kbps, and constant or variable bit rate and frame rate.

5.2.2.1.20. The Video Visitation System shall provide encryptions for all visits.

5.2.2.1.21. In-Process Visits shall have a visible countdown timer and a recording notification legibly posted in both English and Spanish

5.2.2.1.22. All video visitation station components shall be field-replaceable by facility staff or by the Video Visitation System contractor. All video visitation station components shall be non--proprietary.

5.2.2.1.23. The terminal will be able to access the web-based application and be enabled for touch screen inputs.

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5.2.2.1.24. The Video Visitation System shall have the option for handset volume control.

5.2.2.1.25. All visitation recordings shall be processed and stored at the Sheriff's Office and Probation Department's option and direction: at a remote data center or stored locally within the facility on a separate server environment (will NOT use Sheriff's Office and Probation Department's internal server environment).

5.2.2.1.26. The Video Visitation System shall provide software updates free of charge to the Sheriff's Office and Probation Department.

5.2.2.1.27. The Video Visitation System shall be a user-friendly, highly graphical, keyboard and mouse-driven application or better.

5.2.2.1.28. The Video Visitation System shall be accessible via standard browser to facility users with network access and application privileges.

5.2.2.1.29. The Video Visitation System shall be a privilege-based system allowing the assignment of privileges to customizable user's groups and user assignment to specific user groups.

5.2.2.1.30. The Video Visitation System shall allow the facility to automatically notify a user(s) and/or user group(s) via Email when a visitation station is added, modified and/or taken offline.

5.2.2.1.31. The Video Visitation System will interface with the facility's jail management system (JMS) and provide Sheriff's Office-specific and Probation Department-specific information for tracking Incarcerated Individuals/Youth and visitor activities and patterns. The Video Visitation System shall track all Incarcerated Individuals/Youth housing unit assignments, movements and Incarcerated Individuals/Youth releases to validate scheduled visitation integrity.

5.2.2.1.32. The Video Visitation System shall automatically attempt to reschedule all visits associated with the Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has changed housing locations.

5.2.2.1.33. Video Visitation System shall automatically cancel all visits associated with an Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has been released.

5.2.2.1.34. Video Visitation System shall notify visitor(s) via Email and automated phone message if a visitation has been cancelled.

5.2.2.1.35. The Video Visitation System shall allow the Sheriff's Office and Probation Department to require and process pre-screening data to be specified by the facilities, prior to scheduling video visits, to streamline video visits.

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5.2.2.1.36. The Video Visitation System shall allow the facilities to manage and schedule internet video visitation, on-premises and off-premises video visitation and non-video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling polices.

5.2.2.1.37. The Video Visitation System shall allow the facility to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording and monitoring rules and scheduling and polices.

5.2.2.1.38. The Video Visitation System shall allow the facility to create specific personal and non-recorded professional (Attorney) visitation time slots for internet video visits, on-premises and face-to-face visits.

5.2.2.1.39. The Video Visitation System shall allow the facility to determine what types of visits (Internet, on- premises or both) are allowed for each housing unit.

5.2.2.1.40. The Video Visitation System shall allow the facility to establish and manage approved visitor lists for the entire facility, only selected housing units or only selected Incarcerated Individuals/Youths.

5.2.2.1.41. The Video Visitation System shall provide for an Exclusion List and allow the facility to schedule a "no visitations" event with customizable duration for an Incarcerated Individuals/Youth, station, station group, housing unit and/or visitation center.

5.2.2.1.42. The Video Visitation System shall provide authorized Sheriff's Office and Probation Department users the ability to do searches and create reports.

5.2.2.1.43. The Video Visitation System shall allow the facility to establish and automatically enforce different Incarcerated Individuals/Youth and visitor quotas for internet video visits, on-premises video visits and face-to-face visits.

5.2.2.1.44. The Video Visitation System shall allow the facility to denote a visitor as being a professional visitor.

5.2.2.1.45. The Video Visitation System shall automatically start each visit at the designated start time.

5.2.2.1.46. Video Visitation System shall allow for real-time visitation monitoring of all video visitations conducted onsite and offsite.

5.2.2.1.47. The Video Visitation System shall provide synchronized digital video and audio recording for all visitation sessions.

5.2.2.1.48. The Video Visitation System shall automatically attempt to reconnect stations if connectivity is lost.

5.2.2.1.49. The Video Visitation System will provide for a Visitation Rules system that allows for configurable

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rules to be established in order to encourage usage and minimize the number of people in the lobby.

5.2.2.1.50. The Video Visitation System will provide the Incarcerated Individuals/Youth with standard information retrieved from the facility's jail management system (i.e., court dates, trust account balances).

5.2.2.1.51. The Video Visitation System shall allow the facility to create remote video visitation billing charges.

5.2.2.1.52. Video Visitation System must have the ability to differentiate between professional visitors on the approved list and those who aren't on the approved list and non-professional visitors (i.e., allow public defenders and private attorneys on the approved list to have free remote visits, while charging non-professional visitors for remote visits, etc.).

5.2.2.1.53. Video Visitation System shall allow the facility to implement a non-refundable processing fee.

5.2.2.1.54. Video Visitation System shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.

5.2.2.1.55. Video Visitation System shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.

5.2.2.1.56. Video Visitation System shall allow authorized facility staff to override or refund visitation charges

5.2.2.1.57. The equipment, cabling, wiring, and conduit installed at the Sheriff's Office and Probation Department facilities shall remain the sole and exclusive property of the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department will not be responsible for any damage to the Video Visitation System equipment.

5.2.2.1.58. Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all Video Visitation System units, hardware, and related service equipment in good working order and in compliance with equipment manufacturer's specifications throughout the term of the contract.

5.2.2.1.59. Contractor shall provide Customer Service support for video visitation system that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

5.2.2.1.60. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and

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Probation Department's personnel for the functions of the Hosted Incarcerated Individuals/Youth Video Visitation System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

5.2.2.1.61. Contractor shall describe how it performs standard system testing to ensure that the Video Visitation System and its network services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Video Visitation System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

5.2.2.1.62. Contractor shall be responsible for all maintenance and repairs to the Video Visitation System.

5.2.2.1.63. Contractor shall provide 24/7/365 support for software and hardware problems and shall comply with response times detailed in Exhibit II - Incarcerated Individuals/Youth Tablets and Video Visitation System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Video Visitation System problems. This toll-free maintenance/repair telephone number shall be available for reporting Video Visitation System problems twenty-four (24) hours per day, every day of the year.

5.2.2.1.64. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Video Visitation System Service Level Agreement in Exhibit II.

5.2.2.1.65. Contractor shall provide and maintain an inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the Video Visitation System. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

5.2.2.1.66. The Contractor shall develop procedures and schedules to conduct monthly preventive maintenance on the Video Visitation System and all equipment, and instruments included therein, and preparation of

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Monthly Maintenance Reports indicating the nature and scope of the preventative maintenance performed. The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Video Visitation System and all of its components in good working order, including the performance of preventive maintenance.

5.2.2.1.67. Contractor shall provide onsite training and all end-user training on the Video Visitation System to designated Sheriff's Office and Probation Department's staff at no additional cost to the Sheriff's Office and Probation Department. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

5.2.2.1.68. Contractor shall provide training on system upgrades or any component thereof, if any.

5.2.2.1.69. Contractor shall provide user manuals to the Sheriff's Office and Probation Department.

5.2.2.1.70. Contractor must describe its standard system testing to ensure that the proposed Video Visitation System and associated services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description must include Contractor and industry standard methodologies, procedures, and protocols.

5.2.2.1.71. Contractor shall describe what is required of the Sheriff's Office's and Probation Department's personnel during the system testing. All hardware, software, licensing, etc. required to perform the testing must be provided by Contractor to the Sheriff's Office and Probation Department at no cost. System testing will simulate normal operating conditions and include full traffic load representing high traffic situations for visitation traffic.

5.2.2.1.72. Annual Review - Within thirty (30) calendar days following the end of the Agreement year, Contractor Project Manager or Senior Management personnel shall meet with the Sheriff's Office and Probation Department (at their discretion) and provide a comprehensive report of Video Visitation System activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This

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shall also include a Contract Review for the preceding year.

5.2.2.1.73. Integration of Video Visitation System - Contractor shall submit detailed plans for the provision of necessary telephone equipment and the new Video Visitation System, while minimizing the impacts to current operations. The new Video Visitation System shall become fully operational upon successful completion of all system testing and acceptance by the Sheriff's Office. System acceptance test criteria is as follows: all Video Visitation System units tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office's Project Manager. All Video Visitation System installation plans and schedules will be reviewed and approved by the Sheriff's Office's Project Manager in order to minimize impacts to normal operations.

5.2.2.2. Project Approach and Management - Contractor shall present an overview, which shall be a narrative description, of Contractor's plan for providing the Video Visitation System to the Sheriff's Office and Probation Department. Contractor shall provide in full detail, its understanding and response to the Scope of Work.

5.2.2.2.1. Implementation Plan and Schedule - Contractor shall provide a detailed Implementation Plan and Schedule. The installation shall include a user testing and acceptance provision for the Sheriff's Office and Probation Department. Time is of the essence in providing a fully functional Incarcerated Individual/Youth video visitation system, and Contractor is required to provide a fully functional system tested and accepted by the Sheriff's Office and Probation Department. At the Sheriff's Office's and Probation Department's discretion, any failure or deficiency within the Vendor's control to provide this service within the agreed-upon implementation schedule provided by the Contractor shall incur a penalty until fully functional. Implementation Plan and Schedule shall include the Summary of management/work plan for this Project and Project Schedule with Project Milestone Dates.

5.2.2.2.2. Project Control Document (PCD) - Upon effective date of Agreement, the Contractor shall create and deliver to the County and Probation Department, Project Control Documents (PCDs) consistent with the Scope of Work. The contents of each PCD shall include the following:

5.2.6.1.1.1. Introduction
5.2.6.1.1.2. Executive Summary
5.2.6.1.1.3. Project Mission and Objectives
5.2.6.1.1.4. Project Scope

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5.2.6.1.1.5. Work Breakdown Structure
5.2.6.1.1.6. Master Project Schedule
5.2.6.1.1.7. Change Control Plan
5.2.6.1.1.8. Project Team
5.2.6.1.1.9. Risk Assessment and Management

5.2.6.1.2. Project Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, Project Management certification, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the County and Probation Department's main point of contact during the Video Visitation System installation. Contractor shall provide the names, years of service, educational attainment/degrees, qualifications, addresses and telephone numbers of each member of Contractor's Project Implementation Team, including an Escalation Chart with complete contact information.

5.2.6.1.3. Post-Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, address and telephone number(s) for the Contractor's Account Manager, which will be the County and Probation Department's main point of contact during the Contract(s) term.

5.2.6.2. Management Reporting

5.2.6.2.1. Project Status Report - Contractor shall submit Project Status Reports during the System Implementation Period separately to the Sheriff's Office and to the Probation Department. The Contractor shall submit such reports to the County and Probation Department Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday, or holiday. The reports shall, at a minimum, state:

5.2.6.2.1.1. Period covered by report
5.2.6.2.1.2. Project progress and plans
5.2.6.2.1.3. Issues tracking, including deficiencies
5.2.6.2.1.4. Project schedule, including work scheduled for completion, which was completed, and work scheduled for completion which was not completed
5.2.6.2.1.5. Updates to Project Control Document
5.2.6.2.1.6. Project risks identified through the quality assurance process
5.2.6.2.1.7. Any other information that the County and Probation Department or may reasonably require

5.2.6.2.2. Monthly Project Report - The Contractor shall submit Monthly Project Reports pertaining to the operation and

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maintenance of the Video Visitation System. Monthly reports shall be for the period including the first day of the month through the last day of the month. Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. The reports shall include, but not be limited to, the following:

5.2.6.2.2.1. Incarcerated Individuals/Youth Video Visitation Detail Reports

5.2.6.2.2.2. Revenue Share Reports (on Remote Visits)

5.2.6.2.2.3. Total Video Visits Completed and Billed Report: Report shall be in summary format by facility.

5.2.6.2.2.4. Any Unauthorized Video Visit Activity Detected Report: Report shall be in summary format by facility and shall contain any information available to support the subsequent investigation of such activities.

5.2.6.2.2.5. System Outages and/or Maintenance Performed Report: Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date, time and who notified the County and Probation Department.

5.2.6.2.2.6. Video Visitation System Inspection and Maintenance Log: This report shall be submitted to the County and Probation Department on a quarterly basis or as required by the County and Probation Department.

5.2.6.2.2.7. Contractor's reporting system must have Ad Hoc Query and report capability and

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may require format modification to enhance readability at the request of the County and Probation Department.

5.2.6.2.3. Year-End Summary Report - Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's Video Visitation System and separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The Year-End Summary Report is due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Video Visitation System for the subject Agreement year.

5.3 Contractor to comply with all Local State and Federal Laws and Regulations

6.0 CONTRACT TERM

6.1 The term of the AGREEMENT(s) will be for a period of 3 years with the option to extend the AGREEMENT for two (2) Additional One (1) Year Periods.

6.1.1 County is not required to state a reason if it elects not to renew.

6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of 90 days prior to the expiration of the AGREEMENT.

6.2.1 Both parties must agree upon rate extension(s) or changes in writing.

6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a 30 day written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

7.1 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.

7.2 CONTRACTOR is to ensure that insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

7.2.1 You may reference our Insurance Requirements for additional clarification and samples of required endorsements.

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7.3 CONTRACTOR will be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security (if applicable).

7.3.1 CONTRACTOR shall ensure that a California licensed investigator performed the required State level criminal background check(s) for all staff recommended to the County and must provide proof of such to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background checks unless otherwise agreed upon in writing by County.

7.3.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not be limited to, the following information in the format indicated:

8.2 CONTENT AND LAYOUT:

Proposer shall submit the following in order of listing:

8.2.1 Executive Summary

8.2.2 Qualifications - Proposer shall list its qualifications to include but not limited to:

- 8.2.2.1 Years of experience as primary service provider
- 8.2.2.2 Licenses/Certifications
- 8.2.2.3 Key Personnel's Names and Experience for:
  - 8.2.2.3.1 Executive Team
  - 8.2.2.3.2 Project Implementation Management
  - 8.2.2.3.3 Ongoing Executive Support
- 8.2.2.4 Disaster Recovery Plan
- 8.2.2.5 Notices of previous Violations, if any
- 8.2.2.6 List of current and/or previous Sheriff's County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's:
  - 8.2.2.6.1 Telephone System, Associated Services and Other Service Offerings – Minimum five (5) clients, more is preferred.
  - 8.2.2.6.2 Tablet Program and Tablets - Minimum five (5) clients, more is preferred.
  - 8.2.2.6.3 Video Visitation System - Minimum five (5) clients, more is preferred.

8.2.3 Technical Proposal for Telephone System and Other Associated Services and Service Offerings, Tablet Program and Tablets, and Video Visitation that includes but not limited to descriptions of:

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8.2.3.1 Design, Features, Associated Services and Service Offerings, Technical Components, Integration Capabilities
8.2.3.2 Project Methodology and Project Management
8.2.3.3 Training – Post-Implementation and Ongoing
8.2.3.4 Service and Maintenance Support - Post-Implementation and Ongoing
8.2.3.5 Management and Maintenance Reports

8.2.4 Proposal Offer
8.2.4.1 Telephone System and Associated Services: Revenue Share in Cents per Minute
8.2.4.2 Tablet Program and Tablets: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate
8.2.4.3 Video Visitation: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

Proposal or Qualifications Package Layout; Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE-OF-WORK OR QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (ATTACHMENT A) & WARRANTY
Section 7	EXCEPTIONS
Section 8	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages that provides the CONTRACTOR'S firm information and contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR'S primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and its age.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Any proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 5.0 herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services like the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.

Section 4, Statement to Service Entire County:

Include a statement acknowledging which of the following locations your company can provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far South as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (*Reference: https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305)*

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 6, Pricing & Warranty:

CONTRACTOR shall submit pricing in a separate sheet

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Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 7, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 8, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

8.3 ADDITIONAL REQUIREMENTS: To be considered "responsive," submitted proposal packages shall adhere to one of the two following options:

Hardcopy and one electronic version of the proposal package:

8.3.1 Eight (8) sets of the proposal or qualifications package (one original proposal marked "Original" plus seven (7) copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "**RFP #10881**". In addition, submit one electronic version of the entire proposal or qualifications package on a USB memory stick. Additional copies may be requested by the County at its discretion.

8.3.2 Proposal or qualifications packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

8.3.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation except for the Signature Page.

8.3.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.

8.3.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in

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BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

8.3.5.1 ***PLEASE NOTE***: To use this option, CONTRACTORs are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.

8.4 **CONFIDENTIAL OR PROPRIETARY CONTENT:** All proposals become the property of the County, which is a public agency subject to disclosure requirements of the California Public Records Act (CPRA). If CONTRACTOR'S proprietary information is contained in documents submitted to County, and CONTRACTOR claims that such information falls within one or more CPRA exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Monterey County before the County's deadline for responding to the CPRA request. If CONTRACTOR fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. CONTRACTOR further agrees that it shall defend, indemnify, and hold County harmless against any claim, action, or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

9.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10881 and CONTRACTOR'S COMPANY NAME.**

9.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.

9.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.

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9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any formalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".

9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.

9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.9 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.

10.0 SELECTION CRITERIA

10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.

10.2 SELECTION CRITERIA:

As a result of this RFP, the County Sheriff's and Probation Department intend to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County Sheriff's and Probation Department, all evaluation criteria considered. The goal is to award a contract to the bidder(s) that proposes the best quality as determined by the combined weight of the evaluation criteria. At the County Sheriff's and Probation Department's discretion, considerations other than price may factor into a decision as to which services (and product, if applicable) and support provide the best value. Other criteria, however, may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited. Such considerations may include:

The selection criteria include, but are not limited to, the following:

9.1.1. Proposer Qualifications

9.1.2. System Design, Features, Technical and Integration Capabilities

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9.1.3. Project Management
9.1.4. Post-Implementation and Ongoing Support
9.1.5. Proposal Offer
9.1.6. Any Other Relevant Factors

NOTE: Per the Board approved Climate-Friendly Purchasing Policy, the Contracts/Purchasing office will include in the selection criteria "Climate-Friendly Business Practices which facilitate County's compliance with Climate-Friendly Purchasing Policy" and points will be awarded for 'Green Certified Businesses' as well as for climate-friendly business practices outlined in proposal which correlate with County's policy.

Contracts/Purchasing will also include a section regarding the local preference policy. CP Staff will go over how this will affect your scoring should you have questions about it.

10.2 The selection criteria include the following: **(100 points total).**

SCORING CRITERIA	Max Possible Score
Experience and references	10
Telephone & Associated Services	30
1. System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities	
2. Project Management, Methodology and Support, Training, and Ongoing Services	
3. Offer	
Tablet Program and Tablets	30
1. System Design, Features and Technical Capabilities	
2. Project Management, Methodology and Support, and Training	
3. Offer	
Video Visitation System	30
1. System Design, Features and Technical Capabilities	
2. Project Management, Methodology and Support, Training, Ongoing Support	
TOTAL	100

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10.3 AGREEMENT award(s) will not be based on cost alone.

10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.

10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submits a response that, in the sole opinion of the County, best serves the overall interest of the County.

10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

11.1 CONTRACTOR(s) **Must Create and Submit** an ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.

11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.

11.3.1 County will provide a defined scope

11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.

11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.

11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
11.5.1 County Department receiving services,
11.5.2 Purchase order number under which the invoice is to be charged,
11.5.3 Services provided,
11.5.4 Dates of services,

11.6 Proposals should include any early discounts and/or incentives offered.

11.7 Travel/Mileage
11.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.
11.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

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11.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

11.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

12.1. General Requirements: Each local supplier funded in whole or in part by County funds, or funds which County expends or administers, shall be eligible for a local preference as provided in this section.

12.2. Rights of First Refusal: Each local supplier who is within five percent (5%) of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the AGREEMENT.

12.3. The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to RFQs or requests for quotations, the awarding authority may consider, as one (1) of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.

12.4. Definitions: For the purpose of this section, the following terms have the meanings indicated:

12.4.1. "Area" means Monterey County, San Benito County, and Santa Cruz County.

12.4.2. "Bid" includes any competitive bid, whether formal or informal.

12.4.3. "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.

12.4.4. "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

12.4.5. "Local Vendor" means a Vendor for which all of the following criteria apply:

12.4.5.1. Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area

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when the address is located in an unincorporated area within one of the three counties as defined as "Area"; and

12.4.5.2. Vendor employs at least one full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the "Area"; and

12.4.5.3. Vendor's business must have been in existence, in Vendor's name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; and

12.4.5.4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and

12.4.5.5. If applicable vendor must possess a valid resale license from the California Department of Tax and Fee Administration showing vendor's local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area".

12.5. Link to County's Local Preference Policy:
https://www.co.monterey.ca.us/home/showdocument?id=22313

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

13.1.1 Prior to commencement of an 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. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

13.1.2 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 CONTRACTOR.

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that 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.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

(i) Commercial general liability insurance including but not limited to premises and operations, including coverage for Bodily Injury and

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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.

(ii) Automobile Insurance Threshold:

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 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.

(iii) 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.

(iv) 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 while 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.

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13.4 Other Insurance Requirements:

13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.

13.4.2 Each liability policy shall provide that 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 an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

13.4.3 **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.

13.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. 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 an AGREEMENT, which shall continue in full force and effect.

13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an 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

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to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

You may reference our Insurance Requirements for additional clarification and samples of required endorsements.

14.0 CONTRACT AWARDS

14.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT(S) resulting from this solicitation.

14.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.

14.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.

14.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.

14.5 Notification: All CONTRACTORs who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.

14.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

15.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR that submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal that County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

16.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the *https://www.co.monterey.ca.us/home/showdocument?id=81980*. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS

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AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

17.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County **and may be considered public information under applicable law.** Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION", in conformity with the specific requirements set forth in section 8.3, above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. **As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary.** County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: _____ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

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SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY STANDARD AGREEMENTS with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at: https://www.co.monterey.ca.us/home/showdocument?id=81980

-- End of Sample Agreement Section –

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ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

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EXHIBIT I

INCARCERATED INDIVIDUAL/YOUTH TELEPHONE SERVICES - SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(ies) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the Contractor is required to issue specified credits. The Telephone Services for Incarcerated Individuals and Youth contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential and would apply to each Agency's operations, and the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance level requested by each Agency. Performance is aggregate-based, meaning that the performance is to be measured at each Agency's hierarchy level (each Agency's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Telephone System, tested by Contractor in each Agency's facility. Each Agency will confirm to its satisfaction, that the Telephone System in its respective facilities is fully functional prior to each Agency's acceptance.	30 Business Days
Maintenance:		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
Management Reports:		
Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports corresponding to each Agency's Telephone Services shall be sent via Email to the respective Agency.	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Incarcerated Individual and Youth Telephone System for the subject Agreement year.

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III. Implementation & Installation Penalty

Potential Contractor shall provide each Agency a separate and detailed Implementation Plan and Schedule. The installation shall include a separate user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the Contractor is required to provide a fully functional system tested and accepted, by each Agency. Each Agency is requiring a thirty (30)-business day implementation schedule for each of it's facility(ies). Any failure to provide this service will incur a daily penalty of $6,720.00 to the Agency affected, until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of $ 100.00 per day for reports received late, unless prior approval for late delivery by potential Contractor has been granted by the Agency affected.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Contractor shall issue credits for each Service Outage, Problem, or Deficiency to the Agency affected. Contractor shall pay the Agency the total amount of credit due to the Agency within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and fax numbers, and Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Sheriff's Office and Probation Department and the Contractor's on-site Site Administrator/Technician in resolving System Outages, Problems, and other Deficiencies. Contractor must respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage (includes Response Time)	Credits Due
Priority Level One	**CRITICAL/SEVERE (Includes but not limited to):** • 25% or more of telephones in a single Housing unit, Module, Dorm, and/or Pod • Multiple Housing units, Modules, Dorms, and/or Pods are not in operation • Multiple phones are not operational • Intake phones are not operational • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls dropped in a 24-hour period • Entire system failure Contractor Response Time (Includes acknowledgment, issuance of, and confirmation of Trouble Ticket Number that it is actively being worked): ≤ 30 Minutes	< 6 hours	No Credit
		6 hours - 12 hours	$75 per hour that component of Telephone System is deficient
		Between 12 hours and 24 hours	$100 per hour that component of Telephone System is deficient

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	If deficiency indicates that a Tier 2 Technician in needed, a Tier 2 Technician will be on site: ≤ 2 Hours Completion of repairs and Deficiency resolution to the affected Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.	> 24 hours	$150 per hour that component of Telephone System is deficient
Priority Level Two	**MAJOR (Includes but not limited to):** • 10% to 24% of telephones in a single Housing unit, Module, Dorm, and/or Pod are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within _24__ hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency or Agency's Designee's initial service request to Contractor.	≤ 24 hours	No Credit
		> 24 hours	$100 per hour that component of Telephone System is deficient
Priority Level Three	**MINOR (Includes but not limited to):** • One of multiple phones in a Housing unit, Module, Dorm, and/or Pod is not in operation, and additional phones are in the area available for Incarcerated Individual or Youth use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within __2__ business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.	≤ 2 days	No Credit
		> 2 days	$75 per day that component of Incarcerated Individual and Youth Telephone System is deficient
Priority Level Four	**COSMETIC (Includes but not limited to):** A telephone is damaged but is capable of completing telephone calls Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to Agency's satisfaction is made within _10_ business days of initial notification to Agency or Agency's Designee, or from Agency's or Agency's Designee's initial service request to Contractor.	≤ 10 days > 10 days	No Credit $75 per day that component of Incarcerated Individual and Youth Telephone System is deficient or damaged phones are not replaced

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VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Telephone System problem, network problem, outage, or other deficiency that has experienced 3 separate trouble tickets opened against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	$900.00
	9	$1,350.00
	12	$1,800.00
	>12	$150.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency
Priority Level Two	6	$600.00
	9	$900.00
	12	5% of Monthly Revenue Commissions
	>12	$100.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency

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EXHIBIT II

INCARCERATED INDIVIDUALS AND YOUTH TABLETS and VIDEO VISITATION SYSTEM - SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(is) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.

The Incarcerated Individual and Youth Video Visitation System contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to each Agency's operations. The Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance levels. Performance is aggregate-based, meaning that the performance is to be measured over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation and Installation	Fully functional Incarcerated Individual and Youth Video Visitation System, tested and accepted by the Sheriff's Office and Probation Department	45 Business Days
Maintenance Video Visitation Services and Associated Network Access/Transport Services	• Video Quality (No Video Blockage, No Dropped Video Visitation Sessions) • Scheduling Software Availability	99.95% .
Tablets (Not used for Video Visitation)	Operational, working units	100%
Video Visitation Units (Tablets)	Operational, working units	100%
Management Reports Monthly Project Reports, Monthly System Management Reports and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports corresponding to each Agency's Telephone Services shall be sent via Email to the respective Agency	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on VVS for the prior month Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the VVS for the subject Agreement year

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III. Implementation and Installation Penalty

Potential Contractor shall provide each Agency a separate and detailed Implementation Plan and Schedule, corresponding to each Agency. The installation will include a user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the potential Contractor is required to provide a fully functional system, tested and accepted by each Agency. Each Agency is requiring a forty-five (45)-business day implementation schedule for each of it's facility(ies). Any failure to provide this service may incur a daily penalty of $750.00 to the Agency affected, until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of $ 100.00 per day for reports received late, unless prior approval for late delivery by Contractor has been granted by the Agency affected.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. The Contractor shall issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the Agency the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Agency or the Agency's Designee in resolving System Outages, Problems, and other Deficiencies. The Contractor shall respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

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Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level One	**CRITICAL/SEVERE (Includes but not limited to):** • Entire system failure • 50% or more of an Agency's Video Visitation System (at any one area) is out of service • One entire Video Visitation Room, Housing Unit, Module, Dorm, and/or Pod is not in operation or one Video Visitation System unit is not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Inventory of Tablets used for both Video Visitation and Non-Video Visitation is depleted Response time, technician on site, and completion of repairs and Deficiency resolution to Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor or from Agency's or Agency's Designee's initial service request to Contractor. Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling and wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 72 hours.	≤ 4 hours	No Credit
		Between 4 hours and 12 hours	$75 per hour that component of VVS is deficient (includes network access and cabling and wiring)
		Between 12 hours and 24 hours	$150 per day that Inventory of Tablets is depleted
		> 24 hours	$200 per hour that component of VVS is deficient (includes network access and cabling and wiring)
Priority Level Two	**MAJOR (Includes but not limited to):** • 25% to 49% of a an Agency's Video Visitation System in a Video Visitation Room, Housing unit, Module, and/or Pod is out of service, and/or 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within 24 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor. The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 72 hours.	≤ 24 hours	No Credit
		> 24 hours	$150 per hour that component of VVS is deficient (includes network access and cabling and wiring)

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Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level Three	**MINOR (Includes but not limited to):** • One of multiple Video Visitation units in a Video Visitation Room, Housing unit, Module, Dorm, and/or Pod is not in operation, and additional units are in area available for inmate use • Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped and Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality • <25% of a Agency's Video Visitation System is out of service • <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software Response time, completion of repairs and Deficiency resolution to Agency's satisfaction is made within __2___business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor. The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 5 business days.	≤ 2 days	No Credit
		> 2 days	$75 per day that component of VVS is deficient (includes network access and cabling and wiring)
		> 2 days	$150 per day that component of VVS is deficient (includes network access and cabling and wiring)
Priority Level Four	**COSMETIC (Includes but not limited to):** • A Video Visitation unit is damaged but is capable of completing Video Visitation sessions • Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions Response time, completion of repairs and Deficiency resolution to Agency's satisfaction is made within __10___business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor. The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 15 business days.	≤ 10 days	No Credit
		> 10 days	$75 per day that component of VVS is deficient or damaged VVS units are not replaced

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VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Video Visitation System problem, associated network problem, outage or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	25% of Average Monthly Gross Revenue
	>6	Replacement of the VVS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Levels Two and Three	6	10% of Average Monthly Gross Revenue
	9	15% of Average Monthly Gross Revenue
	12	25% of Average Monthly Gross Revenue
	>12	Replacement of the VVS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty

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EXHIBIT III

INCARCERATED INDIVIDUAL/YOUTH KIOSKS - SERVICE LEVEL AGREEMENT

I. Introduction

The purpose of this document is to define the processes and procedures to be followed by the Contractor to meet the Service Level Agreements outlined herein between the Contractor and the Agency(ies) (Sheriff's Office and Probation Department). The Service Level Agreement shall be utilized by the Contractor to report agreed, measurable criteria for Automated Payment Services ("Kiosks") that they commit to provide to the Agency(ies). The Contractor shall measure, collect, record and provide its service performance results beginning on the effective date of the contract and continuing until such time as modified or cancelled by all parties to the contract. The Contractor understands that the Service Level Agreement (SLA) requirements may change in the future as the needs of service evolve.

II. SCOPE

The Contractor shall perform all Services represented in the Service Level Agreement contained herein at or better than the minimum level of performance set forth and shall make an effort to achieve and maintain the target levels of performance. The Contractor's goal is to provide exceptional service in all areas identified.

III. CONTRACTOR ROLES & RESPONSIBILITIES

- Perform preventive and ongoing maintenance, including but not limited to changing receipt paper and ink, clearing paper and coin jams, minor repair, and maintaining appropriate inventory levels of parts and materials.
- Monitor, measure, and report performance against the Service Level Agreements
- Measure all Service Levels sufficient to provide detailed, justified explanations of reported results.
- Report performance to the respective Agency (Sheriff's Office and/or Probation Department) or each Agency's Designee on a monthly basis.
- Promptly investigate and remediate failures and deficiencies
- Minimize reoccurrences of all performance-related failures for which it is responsible
- Report any problems to the Agency affected that appear likely to result in a failure to meet a Service Level Agreement requirement
- Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreement and coordinate processes and procedures that impact the County
- Designate a Contractor Representative who has the overall responsibility for delivery of the Services. The designated Representative shall:
  - Manage the maintenance tasks and conduct technical and operational escalations
  - Provide management and resolution of identified problems
  - Resolve and address operational delivery issues
  - Ensure adherence to performance targets
  - Be responsible for overseeing service quality and incident management
  - Function as the primary point of contact/interface with the Sheriff's Office and Probation Department for SLA performance, management, and problem resolution

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IV. SERVICE LEVEL AGREEMENT

#1: SYSTEM (SERVER) AVAILABILITY – SYSTEM INFRASTTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	System Infrastructure and Services Availability
Service Level Objective	To ensure that the system infrastructure equipment (e.g. servers, storage, kiosks, peripheral equipment, etc.) is available for use by each Agency's users and Incarcerated Individuals/Youth (if applicable) during scheduled hours of availability.
Service Level Definition	The system infrastructure includes all file, database, web, imaging, application and support servers, SANs, storage devices, backup systems, kiosks and associated peripheral equipment necessary to process, store, and preserve electronic data and information. Availability means all components of the systems infrastructure are ready for use, accessible by users and customers, and are operational to perform their assigned function. Contractor shall ensure qualified technical staff are available both during normal business hours (08:00 AM – 5:00 PM Pacific Standard Time) and during non-business hours, excluding planned maintenance or previously scheduled maintenance periods. Contractor staff shall work with each Agency's staff to resolve unexpected issues which impede the ability to perform necessary and time-sensitive work
Service Measurement	Availability
Metric Description	The percent of availability of combined system infrastructure services. The system infrastructure elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency, which may differ by Agency. The metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all servers/SANs/storage equipment/kiosks/peripheral equipment performing or supporting Automated Payment Services. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall reduce the percent availability. Degraded operations shall be reported as an individual category but shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level Commitment	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day)/kiosk
Target (Expected) Service Level Commitment	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in a facility / 900 * total number of kiosks in a Facility/Location **Sample calculation**: Assume 50 Kiosks installed/operational – 1. Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 2. Facility/Location Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100** **= [[27000 + 8990 + 8055 + 885] / 45000] *100** **= [44930/45000] * 100** **= .9984 * 100 = 99.84%**
Reports and Reporting Format/s	Preferred Format: PDF. Report format to be mutually agreed to between Contractor and each Agency. Report should identify overall system infrastructure availability and the system infrastructure availability of individual equipment groups (e.g. servers, SANs, etc.). Report Elements: To be proposed by the Contractor to each Agency and approved separately by

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	each Agency. Information provided shall, at a minimum, include the actual uptime in minutes per Kiosk, the % uptime per Kiosk, for each day with a total uptime and % uptime shown for all kiosks within a Facility/Location by day for the month. Detailed Exclusion Report: To be proposed by the Contractor to each Agency and approved by separately by each Agency
Measurement Window	Daily per Kiosk during each Agency's established operational hours (currently 06:00 AM – 21:00 PM daily)
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#2: NETWORK AVAILABILITY – NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	Network Infrastructure and Services Availability
Service Level Objective	To ensure that the Contractor managed network infrastructure and services are available for use during scheduled hours of availability.
Service Level Definition	The Contractor managed network infrastructure and services includes the routers, switches, repeaters, and all components needed to transport data between network site boundaries (kiosks) and the Contractor's site. Availability means the network infrastructure and services are available for use and are fully accessible and operational. Infrastructure and services include but are not limited to all network-related infrastructures necessary to make kiosks functional and usable. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Availability
Metric Description	The percent of availability of combined MAN/WAN/Internet Services The network infrastructure and services elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency. Those required operational hours differ by Agency, but the metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all network infrastructure equipment and services performing or supporting Automated Payment Services direct or support operations. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall negatively impact the percent availability. Degraded operations shall be reported as an individual category and shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk
Target (Expected) Service Level	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in an Facility/Location / 900 * total number of kiosks in an Facility/Location * 100 **Sample calculation**: Assume 50 Kiosks installed/operational –

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	7.0 Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 8.0 Facility/Locational Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100** **= [[27000 + 8990 + 8055 + 885] / 45000] *100** **= [44930/45000] * 100** **= .9984 * 100 = 99.84%**
Reports and Reporting Format/s	Preferred Format: PDF. Report format to be mutually agreed to between Contractor and each Agency. Report should identify overall network infrastructure availability, and any individual network components (if applicable). Report Elements: To be proposed by the Contractor to each Agency and approved separately by each Agency. Information provided shall, at a minimum, include the actual uptime in minutes per Kiosk, the % uptime per Kiosk, for each day with a total uptime and % uptime shown for all kiosks within a Facility/Location by day for the month. Detailed Exclusion Report: To be proposed by the Contractor to each Agency and approved by separately by each Agency
Measurement Window	Daily per Kiosk during Sheriff's Office and Probation Department established operational hours (currently 06:00 AM – 21:00 PM daily)
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#3: CHANGE MANAGEMENT AND TROUBLE TICKET RESPONSE – RESOLUTION RESPONSE	
Service Level Category	Infrastructure and Systems Change Management; and Problem Management and Resolution Response
Service Level Objective	• Change Management Service Request Management • To respond to customer requests for technical assistance in a timely manner and take the necessary action to accurately resolve issues or to escalate resolution of those issues when required.

Service Level Definition	Contractor shall provide customer support during all periods of authorized Kiosk access, 365 days per year. Service level Agreements shall apply during all periods of authorized Kiosk access hours for all problem categories. Service level objectives and Agreements shall be:
	• Respond to all service calls.
	• Resolve issues as accurately as possible within the following timeframes (Includes response time, travel time {if applicable}, resolution time):
	  ○ Level 1 (Urgent) – 4 Business Hours
	  ○ Level 2 (High) – 8 Business Hours
	  ○ Level 3 (Medium) – 2 business days
	  ○ Level 4 (Low) – 10 business days
	• Close (with confirmation) 95% of Levels 1-2 priority issues, 80% Level 3 priority, and 75% Level 4 priority issues within specified timeframes excluding issues requiring Contractor repair or resolution.
	• Track and report closure times for all issues requiring Contractor repair or resolution.
	• The time to complete change requests from request to fulfillment and operability shall not exceed the Service Level
	• For purposes of this Service Level, Change Management includes but is not limited to inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates

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	Problems shall be reported to the Contractor Support Help Desk and shall be recorded for tracking and management. Priority definitions include but not limited to: • **Level 1** – Application or Service is inaccessible (i.e., network is down), Kiosk is down and inaccessible, administrative information is incorrect and preventing service. • **Level 2** – Application or Service is intermittently inaccessible, administrative information is incorrect causing intermittent service, and/or logon/password requires resetting or reissue, change requests that affect service or access to the Kiosk or network, network diagnostics critical to service. • **Level 3** - Question or information requests, change requests that do not affect service or access to the Kiosk or network, inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates. • **Level 4** – Cosmetic or other deficiencies that do not negatively affect or slow down service and/or access to the kiosk and/or network. Level 4 priority items shall be escalated to Level 3 priority after 10 business days. Based on the priority and aging of problems reported, support shall be escalated within the Contractor hierarchy for all problems not resolved within 5 business days. The Contractor shall identify the escalation process and individuals. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Percent resolution within Service Level timeframes and timeliness for Change Management.
Metric Description	• The percent of problems assigned and resolved by priority within agreed service level Agreements. • Timeliness for Change Management Services is defined as the time (business hours/days) required to successfully receive, process, and implement a change to the access control list, installed rule base, network diagnostics, equipment service, and software and/or configuration updates.
Metric Inclusions	• All reported problem tickets • Agency configurations ❖ Actions included: o Time required to complete a change request from receipt to operability o Time required to update the installed rule base or administration/access control list updates o Time required to perform network diagnostics [to trouble-shoot] o Time required to perform equipment service o Time required to implement software updates o Time required to implement configuration updates
Metric Exclusions	• For Trouble Tickets: None • For Change Management: ❖ Orders for new services requiring purchase of hardware or software ❖ Exclusion Time: o None – the time required for change approval and scheduling shall be considered part of the metric measurement and service level time.
Minimum Service Level	• Level 1 (Urgent) – 4 business hours • Level 2 (High) – 8 business hours • Level 3 (Medium) – 2 business days • Level 4 (Low) – 10 business days
Reports and Reporting Format/s	Preferred Format: PDF. Report format to be mutually agreed to between Contractor and each Agency Report Elements: Header to include Target SL, Minimum SL, Total Number of Changes, Total Number of Changes that Missed the Target Service Level, Total Number of Changes that Missed the Minimum Service Level; Detail for changes that exceeded three days to include Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change

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	Approval and Implementation, Time to Complete [in days], Minimum SL achieved [Yes/No], Target SL achieved [Yes/No]; Sorted by Device Type Detailed Exclusion Report: Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Reason for Exclusion; Sorted by Device Type; Summarized by a Count of Excluded Changes
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured

CREDITS	
Credit	The Agency affected shall receive a credit if the Contractor fails to meet the minimum service level commitments. That credit shall be payable to the Agency within 30 business days of the date of the monthly service level report. The credit is assessed on a per Facility/Location basis when the Contractor fails to meet minimum service level commitments for System Infrastructure and Services Availability or Network Infrastructure and Services Availability or for both as follows: 1. Minimum Service Level Commitment not met per Facility/Location for 2 days or less in a Month – WARNING 2. Minimum Service Level Commitment not met for more than 2 and up to 5 days in a Month - $2,000 per occurrence (facility/location) up to a maximum of $20,000 per month (for all Facility/Locations) 3. Minimum Service Level Commitment not met for more than 5 days in a Month - $4,000 per occurrence (facility/location) up to a maximum of $40,000 per month (for all Facility/Locations). 4. Any combination of 2 and 3 above shall result in - per occurrence charge per Facility/Location in accordance with the requirements in item 2 or 3 above with a maximum charge not to exceed $40,000 per month (for all facilities/locations)
Liquidated Damages	Contractor shall pay Liquidated Damages equivalent to $150 per hour per to affected Agency's staff pulled to process cash deposits, due to Kiosks being inoperable or down.
Chronic/Systemic	If chronic or systemic problems persist in failure to meet minimum standard for three or more consecutive months, the Contractor shall be required to develop a corrective action plan to resolve the problems, agreed to by the affected Agency. Failure to develop a corrective action plan to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the affected Agency's exercise of other available options, up to and including termination of the contract.

ATTACHMENT A: PRICING SCHEDULE

CONTRACTOR Shall Enter applicable pricing table/fee schedule here.

-- End of Attachment A –

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ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy," adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of "Local Vendor" as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify, in writing herein, that it meets all of the criteria listed within the policy, which can be accessed online at the following link: ***https://www.co.monterey.ca.us/home/showdocument?id=22313***.

"Local Vendor" is defined as follows:

1. Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties as defined as "Area"; **and**
2. Vendor employs at least one full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the "Area"; **and**
3. Vendor's business must have been in existence, in Vendor's name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; **and**
4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; **and**
5. If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor's local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area".

County shall not be responsible or required to verify the accuracy or any such certifications and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

As per the policy: **"Area"** shall mean Monterey County, San Benito County, and Santa Cruz County.

Note: If applicable your organization must possess a valid resale license from the California

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Department of Tax and Fee Administration showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one (1) of the three (3) counties within the defined "Area."

On behalf of my business entity (i.e., organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any):

Business Address: _____

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____ ***Date:*** _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder's proposal or qualifications package in order for the County to apply the applicable local preference.

Bidders who do <u>not</u> qualify as a local business as per the policy should <u>not</u> submit this form.

-- End of Attachment B –

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SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10881
ISSUE DATE: June 1st, 2023

RFP TITLE: Telephone, Tablet & Visitation Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON July 17, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US (831) 783 - 7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 7 copies, + 1 USB):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL
I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: ( ) _____ Fax: ( ) _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

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COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: June 30, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #1

TO: All Interested Proposers

SUBJECT: Changes to Section 3.0 Calendar of Events

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047

AyalaJ@co.monterey.ca.us

_____
Company Representative

_____
Date

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This addendum changes the Proposal due date submission with a date extension, as well as adding a date for the top two selected vendor to provide a brief presentation.

CHANGES IN SECTION 3.0 CALENDAR OF EVENTS

3.4	**Proposal Submittal Deadline**	**3:00 p.m., PST, Monday, July 31, 2023**
3.4.1	**Short List Vendor Presentations**	**8:00 a.m., PST, Tuesday August 15th 2023**
3.5	**Estimated Notification of Selection**	**September 2023**
3.6	**Estimated AGREEMENT Date**	**October 2023**

ALL OTHER SECTIONS IN RFP REMAIN UNCHANGED

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COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: July 14, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #2

TO: All Interested Proposers

SUBJECT: Questions submitted prior to the deadline & Responses to these.

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #2.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047
AyalaJ@co.monterey.ca.us

_____
Company Representative

_____
Date

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This addendum addresses all questions submitted prior to the deadline, and County of Monterey's associated responses to these questions.

1. ***Amend RFP to add Section 5.1.6.5 to RFP: "Sheriff's Office shall provide or partner with a provider to offer a Biometric Process to monitor the health of inmates and include a description and additional cost or financial impact to offer."***

2. ***Amend Section 6.1 of RFP to read: "The term of the AGREEMENT(s) will be for a period of five (5) years with the option to extend the AGREEMENT for two (2) Additional One (1)-Year Periods***."

3. ***Amend RFP to add Section 5.1.6.5: "Contractor shall provide Debit Release Cards that shall also function as credit cards that can be used outside of the facilities. Contractor shall disclose and provide the maximum period of time allowed after the incarcerated person's release, before fees are incurred. Contractor shall provide instruction sheets for card use, fees, and any other necessary information for the incarcerated person."***

4. ***Amend Section 5.2.1.1 to read: "Contractor shall provide tablets for Incarcerated Person's/Youth's education, rehabilitation, and reentry programs. The tablets shall also include access to ADA information and programs and Systems Law Library content."***

5. ***Amend Section 2.3.2 Probation Department Tablet Program and Video Visitation to add the sentence: "The Probation Department prefers a 1:1 Tablet to Youth ratio."***

6. ***Amend Section10.2 to add "Offer" evaluation criteria component under "Video Visitation System."***

7. How much time can the Incarcerated Person use the phones or tablets, and can it be increased?

   The phones and tablets are shut off between 11:00 pm and 7:00 am. This is sufficient time for phone or tablet use.

8. Docking Stations at Youth Center
   - How many current in all locations?
   - How many would Probation Department like?

   There are currently five docking stations in Youth Center. Probation Department would like six double charging/docking stations (2 tablets per station) for the Youth Center: one in each of the four housing units, one in the day room, and one in the interview room (adjacent to the control room.

   For Juvenile Hall there are currently five docking stations, and the Probation Department would like six double charging/docking stations (2 tablets per station for the Juvenile Hall: one in each of the four housing units, one in the main day/visitation room, and one in the booking/holding area.

9. RFP p. 6 section 2.2.1 provides calls and minutes for 12 months. Could you please provide this information broken down by month and by call type, and also provide revenue information? Or, please fill out the table below.

   The Sheriff's Office is unable to provide in time, the level of detail requested (usage data broken down by month and by call type, and revenue information). Since time is of the essence, the recent three months' calls and minutes broken down by call type, bill type, revenue, and commissions for the Sheriff's Office have been provided:

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March 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	16,300	31.54%	186,594	35.16%	$13,061.58	34.36%	$0.010 per minute	$1,865.94
Advance Pay Intrastate Interlata	361	0.70%	4,385	0.83%	$306.95	0.81%	$0.010 per minute	$43.85
Advance Pay Intrastate Intralata	140	0.27%	2,019	0.38%	$141.33	0.37%	$0.010 per minute	$20.19
Advance Pay Local	73	0.14%	934	0.18%	$65.38	0.17%	$0.010 per minute	$9.34
Advance Pay Mexico	97	0.19%	438	0.08%	$92.81	0.24%	$0.010 per minute	$4.38
Advance Pay One Call Interstate Interlata	1,298	2.51%	17,597	3.32%	$1,231.79	3.24%	$0.010 per minute	$175.97
Advance Pay One Call Intrastate Interlata	11	0.02%	183	0.03%	$12.81	0.03%	$0.010 per minute	$1.83
Advance Pay One Call Intrastate Intralata	7	0.01%	107	0.02%	$7.49	0.02%	$0.010 per minute	$1.07
Collect Interstate Interlata	115	0.22%	726	0.14%	$50.82	0.13%	$0.010 per minute	$7.26
Collect Intrastate Interlata	55	0.11%	323	0.06%	$22.61	0.06%	$0.010 per minute	$3.23
Collect Intrastate Intralata	29	0.06%	126	0.02%	$8.82	0.02%	$0.010 per minute	$1.26
Collect Local	14	0.03%	47	0.01%	$3.29	0.01%	$0.010 per minute	$0.47
Debit Canada	14	0.03%	80	0.02%	$16.87	0.04%	$0.010 per minute	$0.80
Debit Interstate Interlata	31,609	61.16%	302,087	56.92%	$21,146.09	55.63%	$0.010 per minute	$3,020.87
Debit Intrastate Interlata	290	0.56%	2,173	0.41%	$152.11	0.40%	$0.010 per minute	$21.73
Debit Intrastate Intralata	447	0.86%	5,466	1.03%	$382.62	1.01%	$0.010 per minute	$54.66
Debit Local	280	0.54%	2,995	0.56%	$209.65	0.55%	$0.010 per minute	$29.95
Debit Mexico	332	0.64%	2,290	0.43%	$482.24	1.27%	$0.010 per minute	$22.90
Debit Other International	208	0.40%	2,156	0.41%	$614.93	1.62%	$0.010 per minute	$21.56
Sum:	**51,680**	**100.00%**	**530,726**	**100.00%**	**$38,010.19**	**100.00%**		**$5,307.26**

April 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	16,132	28.78%	175,382	31.76%	$12,276.74	31.02%	$0.010 per minute	$1,753.82
Advance Pay Intrastate Interlata	222	0.40%	2,352	0.43%	$164.64	0.42%	$0.010 per minute	$23.52
Advance Pay Intrastate Intralata	282	0.50%	3,057	0.55%	$213.99	0.54%	$0.010 per minute	$30.57
Advance Pay Local	70	0.12%	952	0.17%	$66.64	0.17%	$0.010 per minute	$9.52
Advance Pay Mexico	93	0.17%	388	0.07%	$82.25	0.21%	$0.010 per minute	$3.88
Advance Pay One Call Interstate Interlata	1,200	2.14%	15,646	2.83%	$1,095.22	2.77%	$0.010 per minute	$156.46
Advance Pay One Call Intrastate Interlata	17	0.03%	117	0.02%	$8.19	0.02%	$0.010 per minute	$1.17
Advance Pay One Call Intrastate Intralata	5	0.01%	74	0.01%	$5.18	0.01%	$0.010 per minute	$0.74
Advance Pay One Call Local	41	0.07%	597	0.11%	$41.79	0.11%	$0.010 per minute	$5.97
Collect Interstate Interlata	78	0.14%	488	0.09%	$34.16	0.09%	$0.010 per minute	$4.88
Collect Intrastate Interlata	86	0.15%	491	0.09%	$34.37	0.09%	$0.010 per minute	$4.91
Collect Intrastate Intralata	13	0.02%	97	0.02%	$6.79	0.02%	$0.010 per minute	$0.97
Collect Local	24	0.04%	116	0.02%	$8.12	0.02%	$0.010 per minute	$1.16
Debit Canada	4	0.01%	23	0.00%	$4.85	0.01%	$0.010 per minute	$0.23
Debit Interstate Interlata	36,113	64.42%	336,748	60.99%	$23,572.36	59.56%	$0.010 per minute	$3,367.48
Debit Intrastate Interlata	460	0.82%	3,872	0.70%	$271.04	0.68%	$0.010 per minute	$38.72
Debit Intrastate Intralata	326	0.58%	3,552	0.64%	$248.64	0.63%	$0.010 per minute	$35.52
Debit Local	309	0.55%	3,092	0.56%	$216.44	0.55%	$0.010 per minute	$30.92
Debit Mexico	359	0.64%	2,842	0.51%	$598.52	1.51%	$0.010 per minute	$28.42
Debit Other International	221	0.39%	2,271	0.41%	$626.57	1.58%	$0.010 per minute	$22.71
Sum:	**56,055**	**100.00%**	**552,157**	**100.00%**	**$39,576.50**	**100.00%**		**$5,521.57**

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May 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	15,537	25.26%	170,882	28.11%	$11,961.74	27.54%	$0.010 per minute	$1,708.82
Advance Pay Intrastate Interlata	372	0.60%	3,803	0.63%	$266.21	0.61%	$0.010 per minute	$38.03
Advance Pay Intrastate Intralata	139	0.23%	1,277	0.21%	$89.39	0.21%	$0.010 per minute	$12.77
Advance Pay Local	114	0.19%	1,222	0.20%	$85.54	0.20%	$0.010 per minute	$12.22
Advance Pay Mexico	46	0.07%	113	0.02%	$23.89	0.05%	$0.010 per minute	$1.13
Advance Pay One Call Interstate Interlata	1,269	2.06%	16,671	2.74%	$1,166.97	2.69%	$0.010 per minute	$166.71
Advance Pay One Call Intrastate Interlata	24	0.04%	315	0.05%	$22.05	0.05%	$0.010 per minute	$3.15
Advance Pay One Call Intrastate Intralata	7	0.01%	78	0.01%	$5.46	0.01%	$0.010 per minute	$0.78
Advance Pay One Call Local	10	0.02%	166	0.03%	$11.62	0.03%	$0.010 per minute	$1.66
Collect Interstate Interlata	98	0.16%	756	0.12%	$52.92	0.12%	$0.010 per minute	$7.56
Collect Intrastate Interlata	113	0.18%	448	0.07%	$31.36	0.07%	$0.010 per minute	$4.48
Collect Intrastate Intralata	25	0.04%	137	0.02%	$9.59	0.02%	$0.010 per minute	$1.37
Collect Local	33	0.05%	172	0.03%	$12.04	0.03%	$0.010 per minute	$1.72
Debit Canada	6	0.01%	12	0.00%	$2.53	0.01%	$0.010 per minute	$0.12
Debit Interstate Interlata	41,779	67.92%	393,053	64.66%	$27,513.71	63.34%	$0.010 per minute	$3,930.53
Debit Intrastate Interlata	530	0.86%	4,773	0.79%	$334.11	0.77%	$0.010 per minute	$47.73
Debit Intrastate Intralata	334	0.54%	3,461	0.57%	$242.27	0.56%	$0.010 per minute	$34.61
Debit Local	427	0.69%	5,242	0.86%	$366.94	0.84%	$0.010 per minute	$52.42
Debit Mexico	459	0.75%	3,452	0.57%	$728.32	1.68%	$0.010 per minute	$34.52
Debit Other International	190	0.31%	1,821	0.30%	$510.01	1.17%	$0.010 per minute	$18.21
Sum:	**61,512**	**100.00%**	**607,854**	**100.00%**	**$43,436.67**	**100.00%**		**$6,078.54**

The following are the recent three months' reports for Probation Department (Effective January 1, 2023, per legislation, all calls are free for Juveniles):

Month	*Calls*	*Completed*	*Minutes*	*Coll_Atmpt*	*Collect*	*Prepaid_ Atmpt*	*Prepaid*	*Pre_Dest*	*Adv_Pre*	*Vmail*	*Cred_Coll*	*Free*
2023-03	19180	8856	99645.68	698	0	0	0	0	0	72	0	8784

Month	*Calls*	*Completed*	*Minutes*	*Coll_Atmpt*	*Collect*	*Prepaid_ Atmpt*	*Prepaid*	*Pre_Dest*	*Adv_Pre*	*Vmail*	*Cred_Coll*	*Free*
2023-04	17613	8824	94671.73	650	0	0	0	0	0	70	0	8754

Month	*Calls*	*Completed*	*Minutes*	*Coll_Atmpt*	*Collect*	*Prepaid_ Atmpt*	*Prepaid*	*Pre_Dest*	*Adv_Pre*	*Vmail*	*Cred_Coll*	*Free*
2023-05	17846	8906	96787.35	674	0	0	0	0	0	71	0	8835

10. RFP p. 8 section 2.3.1.4 provides usage data for tablet sessions and video sessions for 12 months. Could you please provide this information broken down by month and event type, and also provide revenue information? Or, please fill out the table below.

The Sheriff's Office and the Probation Department are unable to provide in time, the level of detail requested (data for tablet sessions and video sessions for 12 months in Section 2.3.1.4, broken down by month and event type, and revenue information). Since time is of the essence, the recent three months' tablet revenue and commissions for the Sheriff's Office and the Probation Department

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have been provided. See Attachment i - Tablet Commission Report and Attachment ii - Calls from Wall Phones and Tablets for March, April, May, included in this document.

- ***Standard profile is 0.05 cents per minute for premium entertainment content***
- ***Promotional profile is 0.03 cents per minute for older movies, games, checking messages and photos, and audio books***
- ***Friends and Family pay 0.25 cents per message***
- ***Video Visitation is 0.25 cents per minute and can be paid by the friends and family or the adult in custody***

11. Please provide average monthly revenue data for any additional services offered under the current contract, such as voicemail, messaging, etc.

Please refer to responses to Questions #9 and #10.

12. In order to help us evaluate usage data and recognize additional revenue potential, it is very helpful to have the rates currently being charged to end-users under the current contract. Please provide the following information:

Please refer to the Monterey County Sheriff's Office website (https://montereysheriff.org/prar/) and follow the directions for Public Records Requests to obtain copy of current contract.

13. Does the current vendor offer any alternate calling types, such as Advance Pay, PayNow or Text-to-Connect? If so, what are the rates and fees charged for these calls?

Please refer to the response to Question #9.

14. Please outline the fees that are being charged to end-users:
   a. Bill Statement Fee
   b. PrePaid Account Funding Fee via Web
   c. PrePaid Account Funding Fee via IVR
   d. PrePaid Account Funding Fee via Live Operator
   e. Fees for Instant Pay Calls

Please refer to responses to Question #9, Question #10, and Question #18.

15. Section 2.3.1 of the RFP lists video visitation stations within the housing units. However, we understand that the County wants video visitation on tablets only. Please confirm that no video visitation kiosks are required for the inmate housing areas.

Video visitation stations will be tablets and not kiosks as specified in the RFP.

16. How many Lobby Kiosks are required?

Please refer to Section 5.1.6.1 of the RFP: "Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.

17. How many Intake/Booking Kiosks are required?

Please refer to the response to Question #16.

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18. Please Provide the Fee structure for all Trust Fund deposit methods:
    - Phone
    - Web/Mobile
    - Kiosk
    - Walk-in Retailer (Cash transactions)
    - Other

The initial fees payable by end-user OR depositor for ITS services

- ***Automated payment fees such as deposits using credit card or debit card made via telephone: 0 fee per CPUC.***
- ***Live agent fee (Quick Connect): 0 fee per CPUC***
- ***Paper bill fee: 0 fee per CPUC***
- ***All third-party transaction fees such as MoneyGram, Western Union, and credit card processing fees shall be passed through to the depositor or end user without markup. This fee will not go above 6.95.***
- ***All taxes and regulatory fees shall be passed through to the depositor or end user without mark up.***
- ***The fee for a voice mail shall be $1.50 per call.***
- ***The fee for messages sent by a friend or family to a detainee shall be $0.25 per message.***

The Initial fees for Commissary/Booking Load services are as follows: Commissary and Trust are done by Aramark

- ***The fee for Operator-Accepted deposits using credit card or debit card made by telephone: $2.99 per transaction plus 6% of the transaction amount. This fee is paid by the depositor.***
- ***Cash deposited into the lobby/visitation area Kiosk: $1.99 per transaction plus 4% of the transaction amount. This fee is paid by the depositor.***
- ***Credit card and debit card deposits using web-based depositing options: $2.99 per transaction plus 6% of the transaction amount. This fee is paid by the depositor.***
- ***Cash deposited into the Booking area kiosk: no fees shall be assessed to any party.***
- ***Credit card and debit card deposits into the booking area kiosk at time of booking: $2.99 per transaction plus 6% of the transaction amount. This fee shall be paid by the depositor.***

19. Please provide 3 months of detailed Trust Fund transaction history for all patients or provide the information below:
    - Average number of Trust Fund deposits per month
    - Average amount of total dollars deposited per month

Trust Funds are done with the commissary provider, Aramark, which uses the TouchPay kiosk.

Site Name	Monterey CA

	Column Labels					
	Mar		Apr		May	
Row Labels	#Trans	Deposits	#Trans	Deposits	#Trans	Deposits
INTAKE	358	$53,581	405	$77,653	405	$73,913
TRUST	3,225	$195,474	3,650	$216,395	3,845	$223,500
Grand Total	**3,583**	**$249,055**	**4,055**	**$294,049**	**4,250**	**$297,412**

20. Does the County currently receive a commission on Trust Fund deposits? If so, what is it?

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No.

21. During the pre-bid meeting it was emphasized that contractors respond to the new version of the RFP online. On 06/02/23, we downloaded a copy of the RFP from the County's website which contained the following text in the heading on page #2 "RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft FINAL." On 06/20/23, we downloaded a copy of the RFP from the County's website which contained the following text in the file name "RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft V5." To ensure that contractors respond to the appropriate version, would the County please clarify which file is the new/correct version?

The most recent RFP on the website, RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft V5, is the correct and updated version.

22. During the pre-bid meeting it was mentioned that the County would like contractors to use the term "incarcerated person(s)" and the abbreviation "IP(s)" once established instead of the terms "prisoner(s)" or "inmate(s)." Would the County please clarify that the replacement of these terms should only be applied to the contractors' responses or should the replacements also be applied to the RFP document itself?

The term," Incarcerated Person(s)" is already in the RFP, as well as the term, "Incarcerated Individual(s)." Either term shall be used in bidder responses. If bidder uses the abbreviation "IP(s)," or "IT(s), bidder shall ensure that there is a prior definition/clarification of the specific abbreviation used as one of the best practices in proposal and technical writing.

23. Would the County please provide a copy of the agreement/contract and all related amendments the County has executed with its incumbent Incarcerated Persons Telephone System (IPTS), Video Visitation System (VVS) and Incarcerated Persons (IP) Tablet/Miscellaneous provider(s)?

Please refer to response to Question #12.

24. Would the County please provide their current IPTS call and commission rates for each applicable call category/tariff type identified in the table below?:

Call Category/Tariff Type	Call Rate/Min. Commission Rate Percentage
Local -- Collect	
IntraLata - Collect	
InterLata – Collect	
Interstate - Collect	
International - Collect	
Local -- Prepaid Collect	
IntraLata - Prepaid Collect	
InterLata – Prepaid Collect	
Interstate - Prepaid Collect	
International - Prepaid Collect	
Local -- PIN Debit	
IntraLata - PIN Debit	
InterLata – PIN Debit	
Interstate - PIN Debit	
International - PIN Debit	

Please refer to response to Question #9.

25. Would the County please provide the monthly Revenue/Commission Statements, relative to the IPTS, covering the most recent 3-Month period as well as the average daily population (ADP) for each month? Same as in the RFP.

Refer to response to Question #9 with regards to the Revenue/Commission Statements. The average daily population (ADP) in the most recent 6 months is 900-950 for the Sheriff's Office, and 61-68 (36-40 for Juvenile Hall and 25-28 for Youth Center) for the Probation Department.

26. How many IP telephone stations are currently installed?

The Probation Department currently has 11 for Juvenile Hall and 6 for Youth.

The Sheriff's Office currently has the following:

	Housing Unit	Phones	Max. Occupancy	Notes:
1	MHO Dayroom	1	1	1 IP uses this section at a time.
2	Receiving Cells	4		Population 5-100
3	Receiving Common Area	3		No more than 3 (at a time)
4	K-Block	5	72	double occupant cells
5	L-Block	5	72	double occupant cells
6	M-Block	5	72	double occupant cells
7	N-Block	5	72	double occupant cells
8	V-Block	5	72	double occupant cells
9	X-Block	5	72	double occupant cells
10	Y-Block	5	72	double occupant cells
11	Z-Block	5	72	double occupant cells
12	A-Dorm	4	60	Open dorm unit
13	B-Dorm	4	60	Open dorm unit
14	C-Dorm	4	60	Open dorm unit
15	D-Dorm	4	60	Open dorm unit
16	E-Dorm	2	15	Open dorm unit
17	A-Pod	1	15	Single occupant cells
18	B-Pod	1	15	Single occupant cells
19	C-Pod	1	12	Single occupant cells
20	D-Pod	2	23	Single/double occupant cells
21	E-Pod	2	42	Open dorm unit
22	F-Pod	2	42	Open dorm unit
23	G-Pod	2	23	Single/double occupant cells
24	H-Pod	2	23	Single/double occupant cells
25	I-Pod	2	23	Single/double occupant cells
26	J-Pod	2	23	Single/double occupant cells
27	K-Pod 4	2	24	Open dorm unit
28	K-Pod 5	2	24	Open dorm unit
29	K-Pod 16	2	24	Open dorm unit
30	K-Pod 17	2	24	Open dorm unit
31	Infirmary	4	4	Single occupant cells
32	Women's Common Area	1		Single occupant cells
33	Q-Pod	2	22	Open dorm unit

34	R-Pod	1	23	Single/double occupant cells
35	S-Pod	1	23	Single/double occupant cells
36	T-Pod	2	51	Open dorm unit
37	U-Pod	2	51	Open dorm unit
38	WHO	1	5	Single occupant cells
		105	1348	

Note: The Rehab section was not included in this calculation.

	Family Visiting Rooms	Phones	Max. Occupancy	Notes:
39	Main Jail 1	9*	9	*2 phones are needed per unit (IP speaks to family member on other end).
40	Main Jail 2	9*	9	
41	Main Jail 3	9*	9	
42	Women's 1	9*	9	
		0	36	

Interested Bidders also attended an in-depth site visit and walk-through during the Mandatory Pre-Bidders Meeting, on Friday June 16, 2023 to view the current layout and take notes on telephones and telephone stations.

27. How many IP telephone visitation handsets are currently installed?

Please refer to response to Question #26.

28. Would the County please provide their current VVS call and commission rates for each applicable call category/type identified in the table below?:

VVS Call Category/Type Call Rate/Min. Commission Rate Percentage
On-site VVS
Remote VVS

Please refer to response to Question #10.

29. Would the County please provide the monthly Revenue/Commission Statements, relative to the VVS, covering the most recent 3-Month period as well as the average daily population (ADP) for each month? Refer to response to Question #11 with regards to the Revenue/Commission Statements. As indicated in Sections 2.1.1 and 2.1.1 of the RFP, the average daily population (ADP) is 900 with a capacity of 1,401 for the Sheriff's Office and 151 for the Probation Department.

Please refer to response to Question #10 with regards to the Revenue/Commission Statements. Please refer to response to Question #25 with regards to the average daily population (ADP).

30. Does the County require all "professional" (i.e. attorney, public defender, medical professionals, etc..) remote video visitation sessions to be provided at no charge?

Yes.

31. Are the devices used by IPs to participate in video visitation kiosks, wall-mounted tablets or both? How many IP video visitation kiosks and/or wall-mounted tablets are currently installed?

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Video Visitation is currently and will continue to be via the Tablet Program, as indicated in the RFP. For the Sheriff's Office, please refer to Sections 2.3.1.1, 2.3.1.2, and 2.3.1.3 for video visitation tablets currently installed. For the Probation Department, there are five tablets and five charging stations.

32. Does the County allow IPs to participate in a video visitation session on tablet devices that are not mounted to the wall?

No.

33. Are devices available to allow public users to participate in an on-site video visitation session with an IP? If so, are these devices kiosks, wall-mounted tablets or both? How many public user kiosks and/or wall-mounted tablets are currently installed?

Yes, devices are available to allow public users to participate in an onsite video visitation session with an Incarcerated Person. Please refer to Section 2.3.1.1 of the RFP.

34. Would the County please provide the monthly Revenue/Commission Statements, relative to the Tablet/Miscellaneous services (i.e. electronic messaging, entertainment, rental/usage fees, etc…), covering the most recent 3-Month period as well as the average daily population (ADP) for each month?

Please refer to response to Question #10 with regards to the Revenue/Commission Statements. Please refer to response to Question #25 with regards to the average daily population (ADP).

35. How many IP tablet devices are currently in use? Does this quantity include wall-mounted tablet devices?

For the Sheriff's Office, please refer to Sections 2.3.1.1, 2.3.1.2, 2.3.1.3, and 5.2.1.17.1.1. For the Probation Department, there are currently 5 tablets in use.

36. Item #5.2.15 of the RFP states, "Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system." To assist contractors in providing an appropriate response to this requirement, please provide the following information:
    - Who is the County's "local education providers?" Depends on what the classes are, and what they are educating them on
    - Please provide a detailed list of all content provided by "local education providers" that is made available to IPs on the current tablet devices.
    - Would the County please provide the "local education provider" point of contact information so contractors may reach out and establish a dialogue/discuss system/technology compatibility and interfaces?

The selected Contractor shall work with Programs. The classes and/or courses are dynamic, and the local education providers selected by Programs would be incumbent on the specific classes and/or courses.

37. Item #5.2.1.13 of the RFP states, "Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff's Office and Probation Department)." Would the County please explain what purpose(s) "tablet-to-tablet" connectivity is to serve?

Amend Item #5.2.13 of the RFP to state: "The Commander/Administrator tablet is required to have the capability to shut down tablets remotely; and the capability to monitor the tablets."

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38. How many administrative tablet devices are currently in use?

Please refer to Section 5.2.1.17.1.1 for the Sheriff's Office and Section 5.2.1.17.2.1 for the Probation Department.

39. What is the anticipated start date for this contract?

The estimated Agreement date is 10/2023. It is on Section 3.6 of Amendment 1 that was issued on 6/30/2023.

40. How many calendar days after contract signing does the County require the selected contractors' technologies and services to be installed and fully operational?

Reasonable implementation/installation timeframes will be mutually agreed upon by all parties for each of the services and associated services. If there is a longer than standard timeframe for services to be installed and operational (i.e., tablet deployment, IP Other Associated Services, etc.), the Bidder shall disclose this in the proposal, and once a Contractor is selected, any delays will be part of the Project Control Document (PCD) in the Project Management process.

41. After the first round of questions are answered, will the County accept additional questions if clarification is needed for any of the County's responses?

If clarification is warranted on responses to previously submitted questions, the Sheriff's Office and the Probation Department will accept the requests for clarification.

42. Please provide a copy of all current contracts and amendments pertaining to all services under this RFP.

Please refer to response to Question #12.

43. Please provide the commission percentage currently received on inmate telephone revenue.

Please refer to response to Question #9.

44. Please provide the total average monthly commissions received for all services received over the past year from the current vendor.

Please refer to response to Question #9.

45. Does the County receive commissions on revenue generated by interstate calls today?

Yes, please refer to response to Question #9.

46. Does the County require that proposals include commissions on interstate calls?

It is up to the bidders to include commissions on interstate calls in their proposals. Please refer to Section 10 of the RFP.

47. Do commissions from this contract go to the Inmate Welfare Fund, the Sheriff's Office discretionary fund, or the County general fund?

Commissions from this contract go to the Inmate Welfare Fund.

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48. Please provide a breakdown by housing unit of the inmate capacity and the number of phones each. The inmate capacity for each cell block is necessary for determining network requirements and charging stations needed to support the tablets.

Please refer to response to Question #26.

49. Would Monterey County please provide the monthly Revenue/Commission Statements (relative to the Inmate Telephone System) from the incumbent Provider, covering the most recent 6-Month period?

Please refer to response to Question #9.

50. Would Monterey County please provide the monthly Revenue/Commission Statements (relative to the Video Visitation / Tablet / Messaging System) from the incumbent Provider, covering the most recent 6-Month period?

Please refer to response to Question #10.

51. Would Monterey County please provide the ADP for the most recent 6-month period?

Please refer to response to Question #25.

52. Would Monterey County please provide a copy of the current Inmate Communications Agreement, including any Attachments, Amendments or Addendums?

Please refer to response to Question #12.

53. Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency.

Monterey County Incarcerated Individuals/Persons are housed. The only other agencies housed are part of the JBCT program is with Santa Cruz and San Benito Counties.

54. Please provide the Probation ADP broken down by facility – Juvenile Hall and Youth Center.

For the Probation Department, 36-40 for Juvenile Hall and 25-28 for Youth Center.

55. What is the bed count for each the facility?

Please refer to Sections 2.1.1 for the Sheriff's Office and the bed count for Probation Department is 140 (80 for Juvenile Hall and 60 for the Youth Center).

56. Is the inmate trust account managed through the commissary system or the Jail Management System or other system? If other, please specify.

Trust is managed through the commissary, Aramark.

57. Commissary Integration – Please provide the name and contact information for the current commissary vendor.

Aramark, Art Hal Yasa, Regional General Manager – California
M: 805.861.3028 EMAIL: yasa-hal@aramark.com

58. Jail Management Integration – Please provide the name and contact information for the current JMS vendor.

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Tracnet, Pat Kelley, Vice President
patkelley@tracnet.org, (831) 676-0676

59. Please provide the name and contact information for the current deposits services vendor.

ViaPath Technologies, Lisa Steffel, Senior Director - Payment Solutions
Mobile 817-307-8001 EMAIL: lisa.steffel@viapath.com

60. In order to ensure a level playing field for all bidders, please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider.

The successful bidder shall provide new equipment, and this applies to all potential bidders, including the incumbent.

61. Please provide the schedule in which the inmates have access to the inmate phones. Confirm but it was up to 18:00 pm and discretionary up to 0:00pm.

Please see response to Question #7.

62. How is commissary ordered today?

Via combination of hard copy ("bubble" sheets) and tablets.

63. Does the current vendor provide debit calling? If so, how are debit accounts funded – e.g., through an inmate's trust account, lobby kiosk, phone / website payments, etc.? Please list all available methods.

Yes - please refer to responses to Question #9 and Question #18.

64. Are calling cards being used today? If so, how are they purchased and given to the inmate? What denominations are available?

Calling Cards are not currently being used.

65. What limits does the County place, if any, on use of the services in this RFP –maximum number of onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc?

For the Sheriff's Office, there are no limits.

For the Probation Department Youth Center, there are no limits as to the number of calls, but there are limitations as to time periods during the day when the Probation Department permits the phone to be used. Generally, calls are limited to 15 minutes unless they are talking to their lawyer or no other youth wants to use the phone. For the Probation Department Juvenile Hall, there aren't set limits to the number of telephone calls a Youth can make. Depending on how many are trying to use the phone, the Probation Department tries to limit it to 5-10 minutes per phone call so everyone on the unit gets a chance - but if others don't want to they can stay on the phone for longer. There is typically about 4 hours a day of free time that all Youth on a housing unit must get their phone calls in.

66. Virtual Mailroom is a required service listed under #5.1.6.3. What is the average number of inmate mail pieces received daily? Of these, what percentage are legal mail?

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For the Sheriff's Office, an average of 150 pieces of mail per week are received, and 15 of those pieces are legal mail.

For the Probation Department Youth Center, not a lot of mail is processed for Youth (not even 1 a day). An estimate of 1-3 letters a week are received for the Youth on average. Legal mail makes up less than 5% of that mail, as most of their legal business is conducted via phone or in person. For the Probation Department Juvenile Hall, anywhere between 5-10 pieces of mail are received per day. Less than 5% of the mail received is legal mail.

67. Historical calling data was furnished in the RFP #2.2.1. Will this historical data be used in the evaluation and assignment of points for calling rates? If not, please clarify and provide the estimated/projected call volumes that will be used in the evaluation and assignment of points for calling rates.

Section 2.2.1 contained historical data on call volumes for the Sheriff's Office, and was provided to assist bidders in preparing their proposals and offer. Responses to Question #9 and Question #10 provide data for March 2023, April 2023, and May 2023. Both of historical data provided in the RFP and historical data provided in this document were provided to assist in developing bidders' proposals and offers. Please refer to Section 10 of the RFP for the Selection Criteria for the evaluation details. The calculation of points related to the offer uses a standard, objective mathematical formula that factors in equal weights for commissions and rates/usage fees, and factors in each bidder's aggregate offer and the highest aggregate offer. The Sheriff's Office and the Probation Department will evaluate bidders' offers and select the best overall value and compliance with regulatory agencies (FCC, CPUC).

68. Of the points that will be awarded for "Offer" for each service, how many points will be allocated to rates, and how many will be allocated to commissions?

The calculation of points related to the offered commission versus rate/usage fees uses a standard, objective mathematical formula that factors in equal weights for commissions and rates/usage fees, and factors in each bidder's aggregate offer and the highest aggregate offer.

69. Please provide the quantities of standard wall-mounted inmate telephones currently installed. Specify the quantities of telephones required in this contract, if different than quantities currently installed.

Please refer to response in Question #26 for current telephones. The Bidders shall determine the optimal quantity of telephones to maximize benefits to the Incarcerated Individuals, Youth, and the respective agencies. The Bidders shall include in their proposals, the quantity of telephones proposed, the supporting documentation, technology, and justification and rationale for the proposed quantities of telephones.

70. Section 5.1.6.1 on p. 19 of the RFP states, "Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks." We understand that deposit kiosks are provided as a required component of the commissary contract. Therefore, will the County accept proposals that offer to integrate with the existing kiosks rather than provide additional kiosks? If deposit kiosks are required, will deposit services be exclusive to this contract or shared with the commissary contract?

The Sheriff's Office will accept proposals that offer to integrate with existing kiosks. The Bidder proposing this may strategically partner with the existing kiosk service provider or another kiosk service provider if not partnering with existing kiosk service provider.

71. Some vendors provide alternate payment options, such as the ability to purchase a one-time phone call using a credit or debit card, without the necessity of setting up a prepaid account, and typically pay little to

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no commission on these calls. Will the County please confirm that vendors are required to pay the same commission amount for all calls, including premium, prepaid, debit and collect?

It is up to the vendors to determine what and how they pay commission amounts in their offers as they see fit and appropriate for applicable calls, including premium, prepaid, debit, and collect as long as they are in regulatory compliance.

72. After the first round of questions is answered, will the County accept additional questions if clarification is needed for any of the County's responses?

Please see response to Question #41.

73. Within the evaluation criteria listed in Requirement 10.2 Selection Criteria, 30 percentage points are allocated for "Offer" within each category Telephone & Associated Services and Tablet Program and Tablets.
    - What is the distribution of points related to the offered commission versus rates/usage fees and how are these points calculated?

Please see response to Question #68.

74. With respect to the scoring criteria for Video Visitation System, will the "Offer" be part of the scoring criteria as it is for Telephone & Associated Services and Tablet Program and Tablets? If so, What is the distribution of points related to the offered commission versus Video Visitation costs to users and how are these points calculated?

Yes, the evaluation sub-category "Offer" is part of the scoring criteria as it is for Telephone & Associated Services and Tablet Program and Tablets. Please refer to responses to Item #6 and Question #68.

75. Can the County please provide the number of points available for each of the specific criteria listed in the table in Requirement 10.2 Selection Criteria? For example, there are a maximum of 30 points possible for "Telephone and Associated Services."
    - Please provide the breakdown of the 30 points possible for the (1) System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities; (2) Project Management, Methodology and Support, Training, and Ongoing Services; and (3) Offer, and similarly for Tablet Program & Tablets and Video Visitation System.

The main categories Telephone and Associated Services, Tablet Program and Tablets, and Video Visitation System each carry 30 points. For each main category, the points are distributed equally at 10 points for each sub-category 1, 2, and 3 listed. For Telephone and Associated Services, the sub-categories (1) System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities; (2) Project Management, Methodology and Support, Training, and Ongoing Services; and (3) Offer each carry 10 points. Similar distributions apply to the three sub-categories for the Tablet Program & Tablets and the Video Visitation System.

76. Page 45, Requirement 10.2 Selection Criteria states "NOTE: Per the Board approved ClimateFriendly Purchasing Policy, the Contracts/Purchasing office will include in the selection criteria "Climate-Friendly Business Practices which facilitate County's compliance with Climate-Friendly Purchasing Policy" and points will be awarded for 'Green Certified Businesses' as well as for climate-friendly business practices outlined in proposal which correlate with County's policy."
    - Can the County provide the points that will be awarded for Green Certified Businesses, and will there be a checklist provided or are bidders to simply list their own Green policies within Section 5 of our response?

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Please refer to the "COUNTY OF MONTEREY CLIMATE-FRIENDLY PURCHASING POLICY" which is available on the County website, (https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies), paying attention to Sections II and IV, and the related link contained in Section II (www.ca-ilg.org/climatepractices) for applicable checklist. Bidders with current green certifications that demonstrate their technical knowledge and commitment to climate-friendly sustainability shall submit their green certifications with the proposal and may also include their own Green policies. The County will accept any of the Green Business certifications listed in the policy, as well as legitimate Green Business certifications, including legitimate certifications for climate-friendly business practices. The County will award two (2) points after final tabulation of evaluation scores to Green Certified Businesses with appropriate certification.

77. Can the County confirm how results of the RFP will be provided once evaluations are complete and the intent to award and/or award has been made?

    A short list will be determined based on evaluation of written proposals and bidder qualifications, and all bidders will be notified. After a bidder is selected from the short list subsequent to the short list vendor presentations, the successful bidder will be notified of award, as well as the other bidders.

78. Can vendors provide multiple rate/commission offers if our offers are clearly identified?

    Bidders/Vendors shall each submit one rate/commission offer in conjunction with their proposed design and overall proposal.

79. Section 18.0 RIGHTS TO PERTINENT MATERIALS - Section 18.0 conflicts with Section 8.4, Confidential or Proprietary Content. First, each section provides slightly different language to use when marking confidential/proprietary information. Second, Section 18.0 states that "The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential." Section 8.4, however, states that the County will make best efforts to provide Contractor with notice of a CPRA request, but that to prevent disclosure, Contractor must obtain a protective order from the court or injunctive relief.
    - Requesting the County to clarify which Section applies to the RFP.

    There is no conflict between Section 18.0 Rights To Pertinent Material and Section 8.4 Confidential and Proprietary Content, and both sections apply to the RFP.

    Section 18.0 states that "Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION." Section 8.4 states that "If Contractor claims that specific information falls within one or more CPRA Exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information." The terms "CONFIDENTIAL INFORMATION, "PROPRIETARY INFORMATION," AND "CONFIDENTIAL AND PROPRIEATRY" are synonymous and shall be used interchangeably for purposes of the RFP.

    Section 18.0 provides more detail regarding the California Public Records Act (CPRA) than Section 8.4, which mentions CPRA and "other public transparency laws." Please refer to the CPRA for details. There are many sources to obtain the CPRA, and one source from the State of California, California Public Records Act | FTB.ca.gov, can be referenced.

80. Regarding Section 19.0 Piggyback Clause, this appears to be a yes or no question that Contractors need to respond to. What Section would our response to this question need to be provided in our proposal as listed in the outline in Requirement 8.2?

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Under Section 8.2 Content and Layout, include in Section 7 - Exceptions in the Proposal or Qualifications Package Layout

81. Regarding Requirements 8.2.2.6 to 8.2.2.6.3, can the County confirm that they are asking for a list of our previous customers as well? If so, will two years' worth of information satisfy the requirement?

Yes, a list of previous customers (if applicable) are requested. List of current and/or previous Sheriffs County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's services (Telephone System, Associated Services and Other Services; Tablet Program and Tablets; and Video Visitation System) – as indicated in Section 8.2.2.6.

82. Can the County provide floor plans/maps for our wireless response?

Due to security constraints, floor plans/maps cannot be provided.

83. Regarding Requirement 5.2.1.17.1.1, can the County explain what the Commander tablets will be used for?

The uses for Commander tablets include but are not limited to administrative, management, monitoring, security, safety, and control purposes, in compliance with jail procedures and Title 15.

84. Regarding Requirement 5.2.1.13, can the County explain what they are looking for in having tablet-to-tablet connection by the Sheriff's Office and Probation Department?

Please refer to response to Question #37.

85. During the Monterey County site visit, it was brought up that Attorney's shall be allowed to visit for free. Can the County confirm this is for public attorneys only?

Public attorneys and attorneys of record, including private attorneys, shall be allowed to visit for free.

86. Can the County please clarify the proposal layout instructions stated in 8.0 Proposal/Qualifications Package Requirements. The items listed in 8.2 do not have a corresponding section in the Chart that follows. Can the County clarify where in the proposal sections the items listed in 8.2 should be provided? For example, 8.2.1 Executive Summary is not listed in the Sections.

Amend RFP to revise the "Proposal or Qualifications Package Layout" in Section 8.0 to "Submission Package Layout" as follows:

Submission Package Layout	
Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	DECLARATIONS (IF ANY)
	TABLE OF CONTENTS
Section 2	EXECUTIVE SUMMARY

	PRE-QUALIFICATIONS/LICENSING
	QUALIFICATIONS (AS LISTED IN SECTION 8.2.2 OF THE RFP)
	FOR SECTION 8.2.2.5 OF THE RFP, NOTICE OF PREVIOUS VIOLATIONS: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.
Section 3	TECHNICAL PROPOSAL (AS LISTED AND DESCRIBED IN SECTION 8.2.3 OF THE RFP)
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	OFFER (ATTACHMENT A) AS LISTED AND DESCRIBED IN SECTION 8.2.4 OF THE RFP, & WARRANTY: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.
Section 7	EXCEPTIONS AND OTHER RESPONSES TO CLAUSES
Section 8	APPENDIX

87. Can the County please clarify Requirement 8.3 Additional Requirements that states, “To be considered “responsive” submitted proposal packages shall adhere to one of the two following options:”. There appears to be only one option for hardcopy and one electronic version to be submitted directly to the Contracts/Purchasing Office. Is this the only option for submittal or is there an upload possible in lieu of hard copies? If so, can you provide the upload instructions?

    The only option is what are described in Requirement 8.3 Additional Requirements of the RFP. The uploading mechanism for this and consequently the option to upload, no longer exists.

88. Can the County please clarify Requirement 8.3.5.1 that states, “PLEASE NOTE: To use this option, CONTRACTORs are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.” Is there a website that we are required to be registered with and are uploaded proposals required?

    Please refer to response to Question #87.

89. As protest procedures are not stated in the RFP, will the County please confirm that the protest procedures found on the County Administrative Office Contracts/Purchasing page title, County Administrative Protest Policy, is the process the County will follow for this RFP should a protest be filed by a vendor.

    Protest procedures found on the County Administrative Office Contracts/Purchasing page title, County Administrative Protest Policy, is the process the County will follow for this RFP should a protest be filed by a vendor.

90. We respectfully request that Monterey County consider granting all vendors a two (2) week extension on the submittal deadline for this RFP due to the July 4th holiday and to ensure we receive responses to written

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questions in time to accurately respond. This would ensure Monterey County receives the most comprehensive responses that bring the most benefit to the County, your incarcerated, and family/friends.

Please refer to Amendment 1, released June 30, 2023.

91. The instructions on p. 41 for proposal Section 6 say "CONTRACTOR shall submit pricing in a separate sheet." By this, does the County mean that we should submit pricing in a separate volume (not in Section 6), sealed separately from the rest of the proposal? Or do you just want us to submit pricing in Section 6 using the Attachment A Pricing Schedule?

Please refer to response to Question #86. Offer (Attachment A) in Section 6 of the Submission Layout Package will be submitted as a separate sheet.

92. Paragraph 8.3.5.1 on p. 43 says "To use this option, CONTRACTORs are required to set up a free account prior to uploading proposals." Is there an option to submit proposals electronically instead of shipping hard copies?

Please refer to response to Question #87.

93. Paragraph 5.2.1.5 states, "Contractor will work with Programs allowing our local education providers to … set up virtual classrooms with specific content with no added costs." What is meant by "virtual classrooms"? Are these live lectures?

Virtual classrooms can include a video conferencing tool (i.e., Zoom Microsoft Teams, etc.) where instructors and participants engage with each other and with the learning material.

94. Paragraph 5.2.1.13 states, "Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff's Office and Probation Department). What is the purpose of this functionality?

Please refer to response to Question #37.

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March

Column Labels

Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of DEVICE TYPE	2	2	4
Sum of CHARGE	0.28	0.14	0.42
Debit			
Count of DEVICE TYPE	16045	17136	33181
Sum of CHARGE	11829.51	14930.99	26760.5
Direct Billing			
Count of DEVICE TYPE	201	12	213
Sum of CHARGE	79.52	6.02	85.54
Free Call			
Count of DEVICE TYPE	2832	519	3351
Sum of CHARGE	0	0	0
Free Promotional			
Count of DEVICE TYPE	2439	1280	3719
Sum of CHARGE	0	0	0
Free Visitation			
Count of DEVICE TYPE	2754		2754
Sum of CHARGE	0		0
Prepay (Public)			
Count of DEVICE TYPE	8023	8964	16987
Sum of CHARGE	5608.21	8069.24	13677.45
Prepay APOC			
Count of DEVICE TYPE	832	487	1319
Sum of CHARGE	755.37	498.89	1254.26
Total Count of DEVICE TYPE	33128	28400	61528

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April

	Column Labels		
Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of CALL TYPE	1		1
Sum of CHARGE	0.7		0.7
Debit			
Count of CALL TYPE	17954	19819	37773
Sum of CHARGE	11724.49	15891.17	27615.66
Direct Billing			
Count of CALL TYPE	168	32	200
Sum of CHARGE	72.24	10.5	82.74
Free Call			
Count of CALL TYPE	2804	446	3250
Sum of CHARGE	0	0	0
Free Promotional			
Count of CALL TYPE	2272	1284	3556
Sum of CHARGE	0	0	0
Free Visitation			
Count of CALL TYPE	3408		3408
Sum of CHARGE	0		0
Prepay (Public)			
Count of CALL TYPE	8301	8489	16790
Sum of CHARGE	5507.69	7279.54	12787.23
Prepay APOC			
Count of CALL TYPE	870	388	1258
Sum of CHARGE	747.04	397.18	1144.22
Total Count of CALL TYPE	35778	30458	66236
Total Sum of CHARGE	18052.16	23578.39	41630.55

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May

	Column Labels		
Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of CALL TYPE	2		2
Sum of CHARGE	0.21		0.21
Debit			
Count of CALL TYPE	20893	22796	43689
Sum of CHARGE	13910.77	18126.5	32037.27
Direct Billing			
Count of CALL TYPE	220	51	271
Sum of CHARGE	91.91	15.96	107.87
Free Call			
Count of CALL TYPE	2606	478	3084
Sum of CHARGE	0	0	0
Free Promotional			
Count of CALL TYPE	2924	1439	4363
Sum of CHARGE	0	0	0
Free Visitation			
Count of CALL TYPE	2730		2730
Sum of CHARGE	0		0
Prepay (Public)			
Count of CALL TYPE	8447	7756	16203
Sum of CHARGE	5852.21	6574.14	12426.35
Prepay APOC			
Count of CALL TYPE	903	407	1310
Sum of CHARGE	801.64	403.2	1204.84
Total Count of CALL TYPE	38725	32927	71652

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Monthly Tablet Commission Report

(03/01/2023 - 03/31/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-03	Tablet Session	Free	49,034	157,848	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Phone Dialer	36,737	471,238	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Promotional	47,940	615,244	$0.03 per minute	$18,457.32	50.00% of Revenue	$9,228.66
2023-03	Tablet Session	Religion	2,351	28,340	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Standard	19,281	397,062	$0.05 per minute	$19,853.10	50.00% of Revenue	$9,926.55
2023-03	Tablet Video Visit	VVS Free	4,070	31,724	$0.00 per minute	$0.00	25.00% of Revenue	$0.00
2023-03	Tablet Video Visit	VVS Paid	8,523	75,808	$0.15 per minute	$11,371.20	25.00% of Revenue	$2,842.80
		Total	**167,936**	**1,777,264**		**$49,681.62**		**$21,998.01**

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Monthly Tablet Commission Report

(03/01/2023 - 03/31/2023)

Monterey County Juvenile (9573)
1420 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-03	Tablet Session	Free	250	1,597	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Standard	1	1	$0.05 per minute	$0.05	50.00% of Revenue	$0.03
		Total	**251**	**1,598**		**$0.05**		**$0.03**

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Monthly Tablet Commission Report

(04/01/2023 - 04/30/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-04	Tablet Session	Free	48,873	150,752	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Phone Dialer	39,358	491,471	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Promotional	47,855	435,400	$0.03 per minute	$13,062.00	50.00% of Revenue	$6,531.00
2023-04	Tablet Session	Religion	2,092	25,517	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Standard	25,197	534,759	$0.05 per minute	$26,737.95	50.00% of Revenue	$13,368.98
2023-04	Tablet Video Visit	VVS Free	4,510	34,843	$0.00 per minute	$0.00	25.00% of Revenue	$0.00
2023-04	Tablet Video Visit	VVS Paid	9,480	85,082	$0.15 per minute	$12,762.30	25.00% of Revenue	$3,190.58
		Total	**177,365**	**1,757,824**		**$52,562.25**		**$23,090.55**

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Monthly Tablet Commission Report

(04/01/2023 - 04/30/2023)

Monterey County Juvenile (9573)
1420 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-04	Tablet Session	Free	433	4,664	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Standard	5	6	$0.05 per minute	$0.30	50.00% of Revenue	$0.15
		Total	**438**	**4,670**		**$0.30**		**$0.15**

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Monthly Tablet Commission Report

(05/01/2023 - 05/31/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-05	Tablet Session	Free	46,638	150,132	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Free Inmate Carmona	1		$0.00 per minute		50.00% of Revenue	
2023-05	Tablet Session	Phone Dialer	40,479	515,382	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Promotional	52,033	606,841	$0.03 per minute	$18,205.23	50.00% of Revenue	$9,102.62
2023-05	Tablet Session	Purple.VRS	14	64	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Religion	1,813	21,954	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Standard	20,505	402,097	$0.05 per minute	$20,104.85	50.00% of Revenue	$10,052.43
2023-05	Tablet Video Visit	VVS Free	5,675	41,864	$0.00 per minute	$0.00	25.00% of Revenue	$0.00
2023-05	Tablet Video Visit	VVS Paid	10,336	90,584	$0.15 per minute	$13,587.60	25.00% of Revenue	$3,396.90
		Total	**177,494**	**1,828,918**		**$51,897.68**		**$22,551.94**

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Monthly Tablet Commission Report

(05/01/2023 - 05/31/2023)

Monterey County Juvenile (9573)
1420 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-05	Tablet Session	Free	350	5,842	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Standard	3	6	$0.05 per minute	$0.30	50.00% of Revenue	$0.15
		Total	**353**	**5,848**		**$0.30**		**$0.15**

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Monterey County Sheriff's Office and Probation Department

RFP #10881
Telephone Services, Tablet Program, Video Visitation System
Proposal

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Different Approach.
Different Outcome.

Communication, Automation, Intelligence

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Section 1

COVER LETTER (INCLUDING CONTACT INFO)

July 31, 2023

Mr. Jaime Ayala, MA III
Contracts and Purchasing Department
1488 Schilling Place
Salinas, CA 93901

Dear Mr. Ayala:

Smart Communications is pleased to submit our proposal in response to RFP #10881, Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and Probation Department.

As corrections' most innovative privately held corporation for more than a decade, we have been driven by our passion for innovation, resulting in the development and successful patenting of multiple technologies and services that have transformed correctional facilities all over the country. In fact, many of the technologies and services that are now commonplace in corrections, such as incarcerated persons (IPs) messaging/e-mail, digital requests and grievances, and electronic postal delivery, were first designed and implemented by Smart Communications.

Our proposal is to provide the County with a comprehensive IPs and youth communications system package composed of our SmartEvo™ Inmate Telephone System (ITS), SmartVisit™ Video Visitation System (VVS), SmartInmate™ Electronic Messaging System, SmartEntertainment™ Streaming Media Platform, as well as multiple other value-added technologies, services and benefits at ***no cost***.

Our proposed communications package is unique in that all systems are fully integrated within our secure, web-based SmartEcosystem™ Dashboard, providing a single location for authorized staff to access all system administration, monitoring, reporting, data sharing and investigation tools. This will reduce the burden on staff, as they will not have to learn how to effectively administer multiple new systems simultaneously.

Facilities partner with us to ensure seamless, scalable growth through a single, intuitive and affordable platform. While all-inclusive technologies are important, we understand that the team who delivers that technology is equally important to your staff and command. Rest assured that you will be supported 24/7 by the best client services team in the business. As the long-term partner of choice, we innovate for and build to the evolving needs of corrections, while serving our clients and those assigned to their care.

The greatest evidence of a company's ability to provide successful integration, timely service delivery and a true partnership is best demonstrated by current utilization, client references and testimonials. Smart Communications' client footprint has grown organically since our formation in 2009, from one account to more than 150 facilities throughout 29 states. Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***," which provides point of contact information for all our client partners. We invite you to reach out to any of our clients as this will provide direct feedback on how their partnership with Smart Communications has benefited their staff, IPs and the communities they serve.

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Monterey County Sheriff's Office and Probation Department

Response to RFP #10881
Telephone Services, Tablet Program, Video Visitation System

We are honored and excited about the opportunity to collaborate with the County and contribute to your long-term goals for the facilities, safety of the staff, and well-being of the incarcerated persons and youth. Our team is committed to delivering a solution that is tailored to your specific needs and requirements, and we welcome any customization requests or further discussions to ensure the success of this project.

Thank you for considering our proposal. If you have any questions or require further information, please do not hesitate to contact me at 888-253-5178 or jon.logan@smartcommunications.us.

Respectfully,



Jon Logan
CEO, Smart Communications

10491 72nd St., Seminole, FL 33777
Phone: 888-253-5178 | Fax: 941-761-5448

Cc: Jerome Anderson (Account Manager)

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SIGNATURE PAGE

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10881
ISSUE DATE: June 1st, 2023

RFP TITLE: Telephone, Tablet & Visitation Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON July 17, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US (831) 783 - 7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 7 copies, + 1 USB):

☑ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL
I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: Smart Communications Holding, Inc. Date 07/21/23

Signature: _____ Printed Name: Jon Logan, CEO

Street Address: 10491 72nd St.

City: Seminole State: FL Zip: 33777

Phone: (888) 253-5178 Fax: (941) 761-5448 Email: jon.logan@smartcommunications.us

License No. (If applicable): N/A

License Classification (If applicable): N/A

Prepared by Barbara Blythe, Buyer II for
Jaime Ayala, Management Analyst II

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RECEIPT OF SIGNED ADDENDA (IF ANY)

Addendum #1 – Issued 06/30/23|

COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: June 30, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #1

TO: All Interested Proposers

SUBJECT: Changes to Section 3.0 Calendar of Events

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047

AyalaJ@co.monterey.ca.us

Jon Logan, CEO
Company Representative

7/5/23
Date

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COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: July 14, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #2

TO: All Interested Proposers

SUBJECT: Questions submitted prior to the deadline & Responses to these.

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #2.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047
AyalaJ@co.monterey.ca.us

Jon Logan, CEO
Company Representative

07/17/23
Date

DECLARATIONS (IF ANY)

RESPONSE: Not applicable.

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Section 2 – EXPERIENCE & REFERENCES

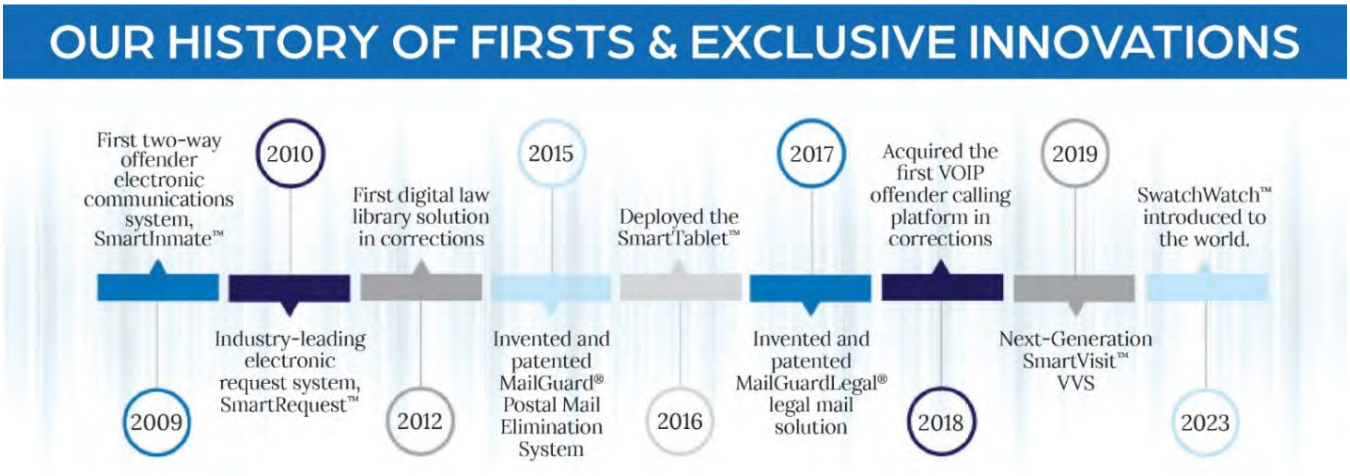
EXECUTIVE SUMMARY [8.2.1]

RESPONSE: Smart Communications is pleased to present our proposal in response to RFP #10881 for the provisioning of incarcerated persons (IPs) Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office (MCSO).

Our firm is corrections' most innovative and fastest growing IP communication technology company. For more than a decade, we have been driven by our passion for innovation, resulting in the development and successful patenting of multiple technologies and services that have transformed correctional facilities all over the country. In fact, many of the technologies and services that are now commonplace in corrections, such as IP electronic postal delivery, IP messaging/e-mail and digital requests and grievances, were first designed and implemented by Smart Communications.

In 2009, we launched SmartInmate™, the world's first two-way electronic messaging system exclusively designed for correctional use. SmartInmate™ not only changed the corrections environment by giving IPs access to a faster, more affordable option to stay connected with family and friends, it also provided an entirely new intelligence source to help investigators prevent and solve crimes. A year later, we launched SmartRequest™, the industry's first digital request/grievance/medical platform and deployed the first facility-wide digital law library.

The experience gained by deploying these new technologies and working directly with our facility partners gave us insight into the many challenges faced by correctional institutions and how we could use our technological expertise to provide solutions to overcome them. This solution-based approach led directly to the development of our proprietary SmartEvo™ Inmate Telephone System (ITS), the intelligent SmartVisit™ Video Visitation System (VVS), our patented, industry first MailGuard® Postal Mail Elimination and MailGuardLegal® Privileged Mail Systems, and more.



Our proposal is to provide the MCSO with a comprehensive IP communications system package composed of our turn-key SmartEvo™ ITS, SmartVisit™ Video Visitation System (VVS), SmartInmate™ Electronic Messaging System, SmartEntertainment™ Streaming Media Platform, as well as the following value-added technologies, services and benefits at ***no cost***:

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- SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools
- Patented MailGuard® Postal Mail Elimination System service ($324,000.00 annual value)*
- Patented MailGuardLegal® System service ($324,000.00 annual value)*
- Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)
- All hardware with installation and software upgrades
- Full-time, On-site Certified Technician (OCT) ($75,000.00 annual value)*
- 24/7/365 live, U.S.-based customer and technical support
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- SmartInmate™ Electronic Messaging System service, including two ***free*** SmartInmate™ messages every week for each IP ($46,800.00 annual value)*
- ***Free*** Remote VVS service for attorney and public defenders
- ***Free*** unlimited Attorney Messaging with Legal Document delivery and eSignature functionality
- SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs
- SmartLaw™ Digital Law Library ($20,000.00 annual value)*
- Debit Release Card System

*Based on an IP average daily population (ADP) of 900.

TOTAL VALUE-ADDED TECHNOLOGIES, SERVICES & BENEFITS OVER 5-YEAR CONTRACT TERM

$3,949,000.00+

Our proposed IP communications package is unique in that all systems are fully integrated in our secure, web-based SmartEcosystem™ Dashboard, providing a single location for authorized staff to access all system administration, monitoring, reporting, data sharing and investigation tools. The centralization and unification of these systems substantially reduces staff burden while maximizing operational efficiency. Since the SmartEcosystem™ Dashboard is web-based, it can be accessed on-site or remotely on any computer with an Internet connection – no additional hardware or software is required.

To strengthen the County's budget, our offer also includes:



- **$0.01/minute on all paid SmartEvo™ ITS calls with $125,000.00 Minimum Annual Guarantee (MAG) commission**
- **50.0% commission on total gross SmartVisit™ VVS remote video visitation session revenue**
- **50.0% commission on total gross SmartEntertainment™ revenue**
- **20.0% commission on total gross SmartInmate™ Electronic Messaging System revenue**
- **100.0% commission on total gross SmartEvo™ ITS Inbound Voicemail eXchange (VMX™) revenue provided at a fixed rate of $1.00/voicemail.**

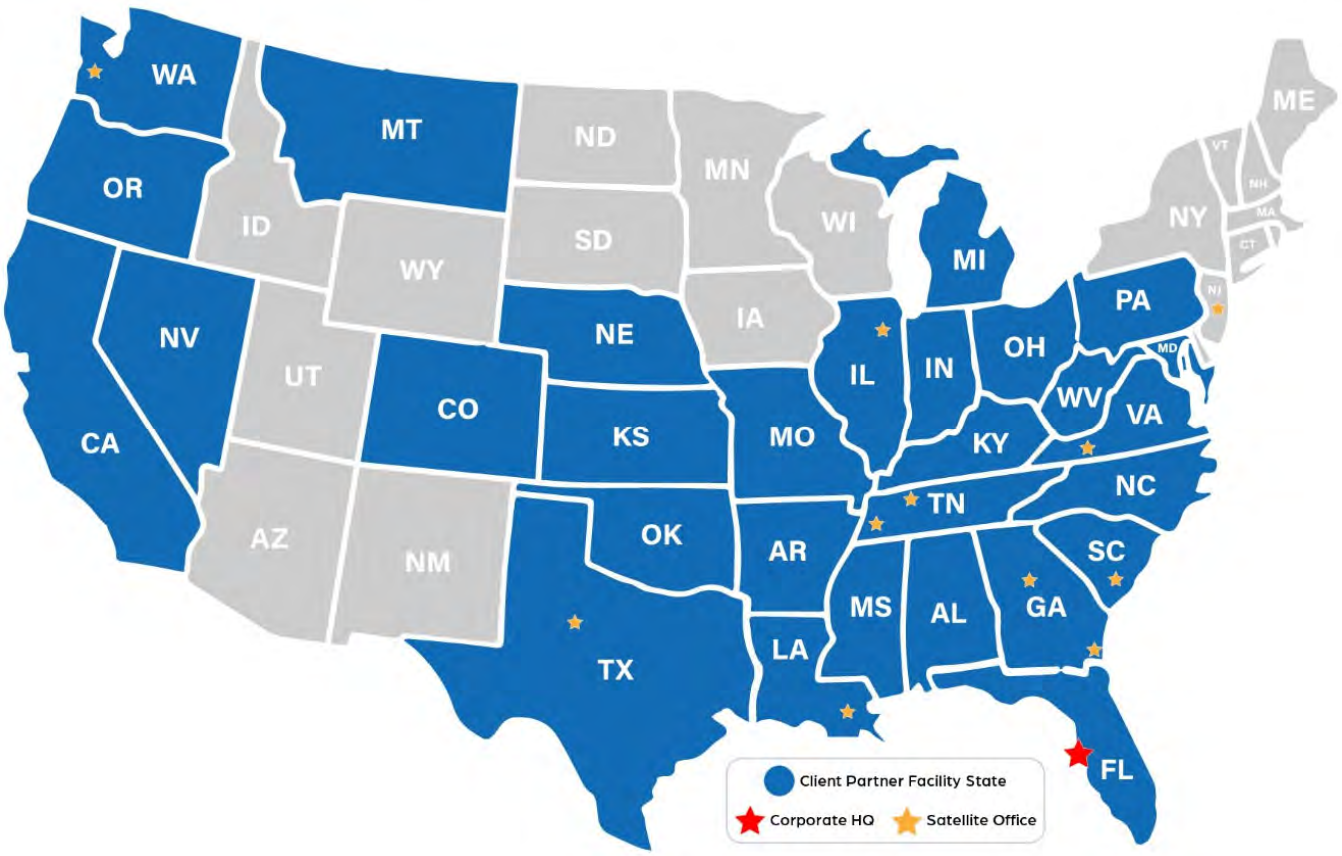
For complete offer details, please refer to item ***Offer (Attachment A)***.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency

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Current utilization, client references and testimonials are the most compelling indicators of a company's ability to deliver successful integration and prompt service as well as establish genuine partnerships. Smart Communications exemplifies these qualities through its remarkable growth over 13 years, organically expanding from a single account to encompassing more than 150 facilities across 29 states.



Our notable collaborations include institutions such as the Pennsylvania Department of Corrections, accommodating over 50,000 IPs, and the Federal Bureau of Prisons. For a comprehensive overview of our client partners and testimonials, please consult "***Exhibit A: Confidential Client Partner List and Testimonials***," which contains relevant contact information. We encourage you to directly engage with any of our clients to gain firsthand insights into the advantages they have experienced through their partnership with Smart Communications, benefiting their staff, IPs and the communities they serve.

A key factor contributing to our company's impressive growth and success is our bold approach to innovation. Millions of dollars of our revenues are invested in the research and development of new technologies designed to help IPs stay better connected with their loved ones as well as enhance facility safety and efficiency. Our engineering and software development teams are first to create the new technologies other corrections vendors try to duplicate. Moreover, we are proud to note that our vice-presidents of engineering/software development and network operations team introduced the first purpose-built IP Phone Control System (IPCS) in 1986 and the first Voice-over-Internet-Protocol (VoIP) IPCS in 2000. As such, critical elements of our SmartEvo™ ITS have over 30 years of experience and deployments in correctional institutions of all sizes, both domestically and abroad.

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In contrast to vendors that are owned and controlled by private equity funds, Smart Communications stands as a privately owned company and is not for sale. Our dedicated executives and exceptional team of employees are personally invested in the company's success and committed for the long haul. We take pride in the fact that all our technologies and services are developed, managed, supported and enhanced internally. This approach guarantees the needs and interests of our valued client partners are prioritized, ensuring they receive the swiftest and most superior level of service and support possible.

At Smart Communications, we uphold exceptional standards in all aspects of our operations. This encompasses the way we value our employees, our commitment to ethical and legal business practices, and most importantly, our dedication to serving our client partners. We take pride in maintaining an untarnished reputation. Unlike our competitors, we have never experienced security breaches compromising data, engaged in illegal recording of attorney calls, misused call recipient cell phone location technology, faced multiple class action lawsuits, or incurred fines from regulatory agencies.



Another benefit of partnering with Smart Communications, is that the MCSO will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:

- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms

It would be our honor to be selected to demonstrate and openly discuss how our innovation, responsiveness, affordability and ethical business practices can play a vital role in enhancing MCSO safety, security and efficiency, as well as staff and IP welfare.

If you have any questions or would like to discuss our proposal in more detail, please do not hesitate to contact me directly via email jon.logan@smartcommunications.us or phone 888-253-5178.

Thank you for your consideration.

Respectfully,



Jon Logan
CEO - Smart Communications

PRE-QUALIFICATIONS/LICENSING

RESPONSE: Smart Communications is an experienced incarcerated persons (IPs) communication technology and service provider. Many of the of the same technologies and services we are proposing to the Monterey County

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Sheriff's Office and Probation Department and currently utilized as the City of Santa Ana County Jail and are currently being installed at all seven correctional facilities operated by the San Diego County Sheriff's Office.

The following documentation is presented in response to item **#8.2.2.2 Licenses/Certifications** of the proposal to provide further evidence that our firm is qualified to provide services to the County:

- State of California Certificate of Qualification (#4269I46)
- FCC Form 499 Flier Database Detailed Information (FRN #0028168466)
- Smart Communications' Interstate and International Institutional Service, Rates, Terms and Conditions
- California Public Utilities Commission Interexchange Carrier Telephone Corporation Registration (Filed 10/20/22)
- General Liability, Worker's Compensation and CyberRisk Liability Insurance Certificates

Additionally, Smart Communications holds and maintains the following certifications and accreditations:

- **Payment Card Industry (PCI)**: Smart Communications is subject to and maintains PCI compliance through annual self-assessments (SAQ-D) and quarterly security scans of in-scope systems using a qualified scanning agent. Our internal security policies provide for additional security measures above and beyond what PCI compliance requires.
- **Customer Proprietary Network Information (CPNI)**: Smart Communications is in compliance with the commissions CPNI rules per ANNUAL 47 C.F.R. S: 64.2009 € Certification for 2020 EB Docket 06-03.

QUALIFICATIONS [8.2.2]

8.2.2 Proposer shall list its qualifications to include but not limited to:

8.2.2.1 Years of experience as primary service provider

RESPONSE: Smart Communications has 13 years of experience as a primary service provider.

8.2.2.2 Licenses/Certifications

RESPONSE:

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State of California Certificate of Qualification (#426I946)|

4269146

State of California
Secretary of State

CERTIFICATE OF QUALIFICATION

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that on the **22nd day of April 2019**, **SMART COMMUNICATIONS HOLDING, INC.**, a corporation organized and existing under the laws of **Florida** , complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 29, 2019.

ALEX PADILLA
Secretary of State

tlp

NP-25 (REV 02/2019)

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Smart Communications

4269146

Secretary of State
Statement and Designation by Foreign Corporation

S&DC-S/N

IMPORTANT — Read Instructions before completing this form.

Must be submitted with a current **Certificate of Good Standing** issued by the government agency where the corporation was formed. See Instructions.

Filing Fee – **$100.00** (for a foreign stock corporation) or **$30.00** (for a foreign nonprofit corporation)

Copy Fees – First page $1.00; each attachment page $0.50; Certification Fee - $5.00

Note: Corporations may have to pay minimum $800 tax to the California Franchise Tax Board each year. For more information, go to *https://www.ftb.ca.gov.*

FILED
Secretary of State
State of California
APR 22 2019

This Space For Office Use Only

1. **Corporate Name** (Go to *www.sos.ca.gov/business/be/name-availability* for general corporate name requirements and restrictions.)

Smart Communications Holding, Inc.

2. **Jurisdiction** (State, foreign country or place where this corporation is formed - **must match** the Certificate of Good Standing provided.)

Florida

3. **Business Addresses** (Enter the **complete** business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

	City (no abbreviations)	State	Zip Code
a. Initial Street Address of Principal Executive Office - **Do not enter a P.O. Box** 10491 72nd Street	Seminole	FL	33777
b. Street Address of Principal Office in California, **if any - Do not enter a P.O. Box**		CA	
c. Mailing Address of Principal Executive Office, **if different than item 3a**			

4. **Service of Process** (Must provide either Individual **OR** Corporation.)

INDIVIDUAL – Complete Items 4a and 4b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is **not** a corporation)	Middle Name	Last Name	Suffix

b. Street Address (if agent is **not** a corporation) - **Do not enter a P.O. Box**	City (no abbreviations)	State	Zip Code
		CA	

CORPORATION – Complete Item 4c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 4a or 4b

CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE

5. **Read and Sign Below** (**See instructions.** Office or title not required.)

I am a corporate officer and am authorized to sign on behalf of the foreign corporation.

Signature

James P. Logan
Type or Print Name

S&DC-S/N (REV 03/2017)

2017 California Secretary of State
www.sos.ca.gov/business/be

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FCC Form 499 Filer Database Detailed Information (FRN #0028168466)

Federal Communications Commission

FCC Form 499 Filer Database Detailed Information

FCC > CGB Home > FCC Form 499 Filer Database > FCC Form 499 Filer Database Detailed Information

FCC Form 499 Filer Database
DETAILED INFORMATION

Form 499 Filer 833166 RSS Feed

Filer Identification Information:

499 Filer ID Number:	833166
Registration Current as of:	Apr 1 2019 12:00AM
Legal Name of Reporting Entity:	Smart Communications Holding, Inc.
Doing Business As:	
Principal Communications Type:	Non-Interconnected VoIP (NVOIP)
Universal Service Fund Contributor:	No
(Contact USAC at 888-641-8722 if this is not correct.)	
Holding Company:	
Registration Number (CORESID):	0028168466
Management Company:	
Headquarters Address:	10491 72nd Street
City:	Seminole
State:	FL
ZIP Code:	
Customer Inquiries Address:	10491 72nd Street
City:	Seminole
State:	FL
ZIP Code:	
Customer Inquiries Telephone:	941-799-1586
Other Trade Names:	

Agent for Service of Process:

Local/Alternate Agent for Service of Process:	
Telephone:	
Extension:	
Fax:	
E-mail:	
Business Address of Agent for Mail or Hand Service of Documents:	
City:	
State:	
ZIP Code:	

D.C. Agent for Service of Process:	
	Corporation Service Company
Telephone:	888-690-2882
Extension:	
Fax:	202-408-3141
E-Mail:	sop@cscinfo.com
Business Address of D.C. Agent for Mail or Hand Service of Documents:	1090 Vermont Avenue, NW
City:	Washington
State:	DC
ZIP Code:	

FCC Registration Information:

Chief Executive Officer:	James Logan
Business Address:	10491 72nd Street
City:	Seminole
State:	FL
ZIP Code:	
Chairman or Other Senior Officer:	
Business Address:	
City:	
State:	
ZIP Code:	

Source: http://apps.fcc.gov/cgb/form499/499detail.cfm?FilerNum=833166. Available Online: October 8th, 2019.

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City: Seminole
State: FL
ZIP Code:

Chairman or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

President or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

Alabama
Arizona
California
Colorado
Florida
Georgia
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
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Federal Communications Commission
445 12th Street SW
Washington, DC 20554
More FCC Contact Information...

Phone: 1-888-CALL-FCC (1-888-225-5322)
TTY: 1-888-TELL-FCC (1-888-835-5322)
Fax: 1-866-418-0232

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Smart Communications' Interstate and International Institutional Service, Rates, Terms and Conditions|

Smart Communications Holding, Inc.
10491 72nd Street
Seminole, FL 33777

Posted: February 7, 2019

Interstate and International Institutional Service

Rates, Terms and Conditions

Provided by

SMART COMMUNICATIONS HOLDING, INC.

Posted: February 7, 2019

CHECK SHEET

Pages of this RTC, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original RTC and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	
Title	Original	*
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*
16	Original	*
17	Original	*
18	Original	*

* - indicates those pages included with this filing.

Posted: February 7, 2019

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Posted: February 7, 2019

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

C - To signify Changed Regulation.

D - Delete or Discontinue

I - Change Resulting in an Increase to a rate

M - Moved from Another RTC Location

N - New

R - Change Resulting in a Reduction to a rate

S - Matter Appearing Elsewhere or Repeated for Clarification

T - Change in Text But No Change to Rate or Charge

V - Signifies Vintage RTC

Z - Correction

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's location to a Smart Communications switching center or designated point of presence.

Ancillary Service Charge – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

Automated Collect Call - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

Called Party - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of Smart Communications' automated collect service.

Company or Carrier - Smart Communications Holding, Inc., unless otherwise clearly indicated by the context.

Commission - The Federal Communications Commission.

Correctional or Confinement Institutions - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

Customer or End User - The person, firm, corporation or other entity which uses Smart Communications' service and is responsible for payment of charges and compliance with the Company's tariff.

Inmates - The jailed or confined population of correctional or confinement institutions.

Jail – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

Smart Communications- Used throughout this tariff to mean Smart Communications Holding, Inc.

LEC - Local Exchange Company.

Prison – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

RTC – Refers to this Rates, Terms and Conditions document.

Subscriber - The correctional institution that contracts with the Company for the provision of automated operator assisted telecommunications services for use by inmates and other incarcerated persons.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Smart Communications Holding, Inc.

Smart Communications' services and facilities are furnished for communications originating at correctional or confinement institutions between locations within the United States and foreign countries. The terms of this RTC apply to Smart Communications' interstate and international calls.

Smart Communications provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this RTC. Smart Communications may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, to allow connection of a Subscriber's location to the Smart Communications services.

The Company's services and facilities are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the institution.

2.2 Limitations

2.2.1 Smart Communications provides calling services to inmates and other incarcerated persons in confinement/correctional institutions.

2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this RTC.

2.2.3 Smart Communications reserves the right to suspend or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this RTC, or in violation of the law.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.5 Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Use

Services provided under this RTC may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this RTC.

2.4 Assignment and Transfer

All facilities provided under this RTC are directly or indirectly controlled by the Company. Service may not be transferred or assigned without the express written consent of the Company. All regulations and conditions contained in this RTC shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.5 Terminal Equipment

Company-provided facilities and service may be used with or terminated in Company- or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between Smart Communications and the Customer. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Liabilities of the Company

2.6.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this RTC, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.6.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this RTC; or for any act or omission of the Customer, End User or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

2.6.3 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.6.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this RTC shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Taxes and Fees

2.7.1 FCC Universal Service Fund

In compliance with the FCC's Universal Service Orders, the Company is required to pay a percentage of its retail revenues to support the Universal Service Fund (USF). This amount is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service cost recovery will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at: http://www.fcc.gov/cmd/contribution-factor.html.

2.8 Payment for Service

2.8.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

2.8.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received by the Company within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received by the Company within thirty (30) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service, (Cont'd.)

2.8.3 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service or require establishment of a prepaid account or use of a debit account.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.8.4 Return Check Charge

A return check charge of $25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this RTC and pursuant to Federal law.

2.8.5 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid fifteen (15) days following the date printed on the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Refusal or Discontinuance by Company

2.9.1 Smart Communications may block calls or suspend service as applicable, for any of the following reasons:

A. For failure of the Customer to pay a bill for service when it is due.

B. For violation of any of the Company's rules and regulation as set forth herein.

C. For failure of the Subscriber to provide the Company reasonable access to its equipment and property.

D. For Subscriber's breach of the contract for service between the Company and the Subscriber.

E. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

F. In the event of fraudulent use of the service.

G. In the event of tampering with the Company's equipment.

H. In the event of a condition determined to be hazardous to the Customer or Subscriber, to the Company's equipment, the public, or to employees of the Company.

I. In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 911, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the institution.

2.11 Use of Recording Devices

Subscribers who use recording devices do so at their own risk. Subscribers may use a recording device only in compliance with the requirements of local, state, and federal laws.

2.12 Adjustment to Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

2.13 Contracts

Service is offered on a contractual basis to meet specialized requirements of correctional facilities. The terms of each contract shall be mutually agreed upon between the facility and the Company and may include discounts on rates contained herein, charges for specially designed non-telecommunications services, restrictions on the use of certain telephone services or other customized features.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

The Company offers domestic interstate and international automated operator assisted collect calling services for use by inmates and other incarcerated persons in correctional or confinement facilities. Inmate access to the Company's services may be restricted by the administration of the Institution served. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this RTC, intrastate service is offered in conjunction with interstate and international service.

Customers are charged individually for each call placed through the Company's network. Charges are based on individual contracts between the Company and Institutions.

3.2 Timing of Calls

3.2.1 Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this RTC.

3.2.2 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment.

3.2.3 Chargeable time for each call ends when one of the parties disconnects from the call.

3.2.4 Unless otherwise specified in this RTC, the minimum Initial Period for billing purposes is one (1) minute.

3.2.5 Unless otherwise specified in this RTC, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.

3.2.6 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will undertake an investigation of the circumstances of the call and issue a credit when appropriate.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.3 Institutional Automated Collect Service

Institutional Automated Collect Service is provided for use by inmates and other incarcerated persons in Correctional Institutions. Interstate service is offered in conjunction with intrastate service.

Service may be limited by the administrators of the institutions. Calls are billed to the Called Party. The Called Party must actively accept charges for the call.

Institutional Automated Collect Service allows inmates to make collect calls to terminating interstate and international locations as specified following. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is automatically terminated.

Use of the automated collect calling service is subject to the rules and regulations of this RTC and the institution's administrative restrictions.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.4 Prepaid Institutional Calling Services

3.4.1 General

Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The called party is automatically informed of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. A reminder message is also provided when the account balance has one minute of usage remaining. All calls must be charged against an account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the account is insufficient to continue the call.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires six months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

Two options are available with Prepaid Institutional Calling Services. The first option, the Prepaid Debit Account, allows the inmate to set up his/her own prepaid account at the Confinement Institution; the second option, Prepaid Collect Service, allows the Called Party who receives collect calls from inmates to set up his/her own prepaid account.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.4 Prepaid Institutional Calling Services, (Cont'd.)

3.4.1 General, (Cont'd.)

A. Option A: Prepaid Debit Account

With a Prepaid Debit Account, the inmate is assigned a Personal Identification Number (PIN.) When the inmate places a call, he/she enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the inmate's debit account via the Institution; it does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

B. Option B: Prepaid Collect Service

Prepaid Collect Service is available for use by individuals who receive collect calls from inmates in Confinement Institutions. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a vendor.

There are no minimum deposit amounts required. Additional payments will be accepted with a $50.00 payment maximum. Initial and additional payments into the account may be made by cashier's check, money order, credit card, debit card, electronic checking or Western Union. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Institutional Contract Service Rates - Domestic Interstate

3.5.1 Institutional Collect Service Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.25

3.5.2 Institutional Prepaid Collect Service Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.21

3.5.3 Institutional Pin Debit Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.21

3.5.4 Institutional Debit Card Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.21

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.6 Institutional Contract Service Rates – International

3.6.1 Institutional Prepaid Debit

A. **Rates and Charges**

Contract Rates	Per Minute Charge
All Contracts	$1.50

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.7 Ancillary Service Charges

3.7.1 Automated Payment Fees (where available) – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees $3.00

3.7.2 Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee $5.95

3.7.3 Paper Bill/Statement Fees – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees $2.00

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California Public Utilities Commission Interexchange Carrier Telephone Corporation Registration (Filed 10/20/22)|

CPUC - Service Lists - A2210018

ia.cpuc.ca.gov/servicelists/A2210018_91462.htm

CALIFORNIA PUBLIC UTILITIES COMMISSION
Service Lists

Proceeding: A2210018 - Application of Smart
Filer: Smart Communications Holding, Inc.
List Name: LIST
Last changed: April 18, 2023

Back to Service Lists Index

Parties

JONATHAN LOGAN
CEO & DIRECTOR
SMART COMMUNICATIONS HOLDING, INC.
10491 72ND STREET
SEMINOLE, FL 33777
FOR: SMART COMMUNICATIONS HOLDING, INC.

Information Only

SEANEEN WILSON
CALIF PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE LAW JUDGE DIVISION
AREA
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

KIEUCHINH TRAN
CALIF PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE LAW JUDGE DIVISION
300 Capitol Mall
Sacramento, CA 95814

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General Liability, Worker's Compensation and CyberRisk Liability Insurance Certificates|

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BKS Partners 4211 W. Boy Scout Blvd Ste 800 Tampa FL 33607	CONTACT NAME: PHONE (A/C, No. Ext): 813-470-5023 FAX (A/C, No): 813-221-1857 E-MAIL ADDRESS:
INSURED SMART-3 Smart Communications Holdings, Inc. 10491 72nd Avenue Seminole FL 33777	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co — 25674 INSURER B : Phoenix Insurance Company — 25623 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 515854578 **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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			H-630-4W089833-TIL-23	2/9/2023	2/9/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-3W476872-23-I3-G	2/9/2023	2/9/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-8M341133-23-I3	2/9/2023	2/9/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability Tech/E&O incl Cyber & Media			ZPL51M75655-23-I3	2/9/2023	2/9/2024	Each Occurrence Aggregate	3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

For Insurance Purposes Only

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

Richard P. Russo Jr.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2023

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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	CONTACT NAME:	
Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	PHONE (A/C, No, Ext): (877) 266-6850	FAX (A/C, No):
	E-MAIL ADDRESS: pbscerts@paychex.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Company	40142
INSURED Paychex PEO Holdings LLC Alt. Emp; Smart Communications Collier Inc 911 Panorama Trail South Rochester, NY 14625	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23FL0951018785 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 12-68-329-03	06/01/2023	06/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2023	06/01/2024	Client# 20010808-FL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Smart Communications Collier Inc
10491 72nd St
Seminole, FL 33777

CERTIFICATE HOLDER	CANCELLATION
Proof of Coverage 10491 72nd St Seminole , FL 33777	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 Mary P Storti

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Claims-Made: The Liability Insuring Agreements are provided on a Claims-Made basis, and cover only *Claims* first made during the *Policy Period*, or any applicable extended reporting period. Please read the Policy.

Defense Within Limits: The Limit available to pay settlements or judgments will be reduced, and may be completely exhausted, by *Defense Costs*, and any retention will be applied against *Defense Costs*.

A limit left blank for a coverage means that such coverage is not included. An entry for any other provision left blank means that such provision does not apply.

The Insurer has the duty to defend *Claims*.

CyberRisk Aggregate Limit: $3,000,000

Liability	**Limit**	**Retention**
Privacy and Security	$3,000,000	$25,000
Payment Card Costs		Subject to Privacy And Security Retention
Media	$3,000,000	$25,000
Technology Errors And Omissions	$3,000,000	$25,000
Regulatory Proceedings		
Breach Response	**Limit**	**Retention**
Privacy Breach Notification	$1,000,000	$25,000
Computer and Legal Experts	$1,000,000	$25,000
Betterment		
Cyber Extortion	$1,000,000	$25,000
Data Restoration	$100,000	$10,000
Public Relations	$1,000,000	$25,000
Cyber Crime	**Limit**	**Retention**
Computer Fraud	$100,000	$10,000
Funds Transfer Fraud	$100,000	$10,000
Social Engineering Fraud		
Telecom Fraud	$100,000	$10,000
Business Loss	**Limit**	**Retention**
Business Interruption	$1,000,000	
Dependent Business Interruption	$250,000	
Dependent Business Interruption – System Failure		
Dependent Business Interruption – Outsource Provider		
Dependent Business Interruption – Outsource Provider – System Failure		
Reputation Harm		

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System Failure $100,000

Additional First Party Provisions

Accounting Costs Limit:

Betterment Coparticipation: %

Period Of Restoration: 180 days

Period Of Indemnity: days

Wait Period: 72 hours

Business Loss Retention:

Emergency Costs Limit:

Knowledge Date:

P&P Date:

Retro Date: February 09 2015

Extended Reporting Period

Months	Percentage of Annualized Premium
	%

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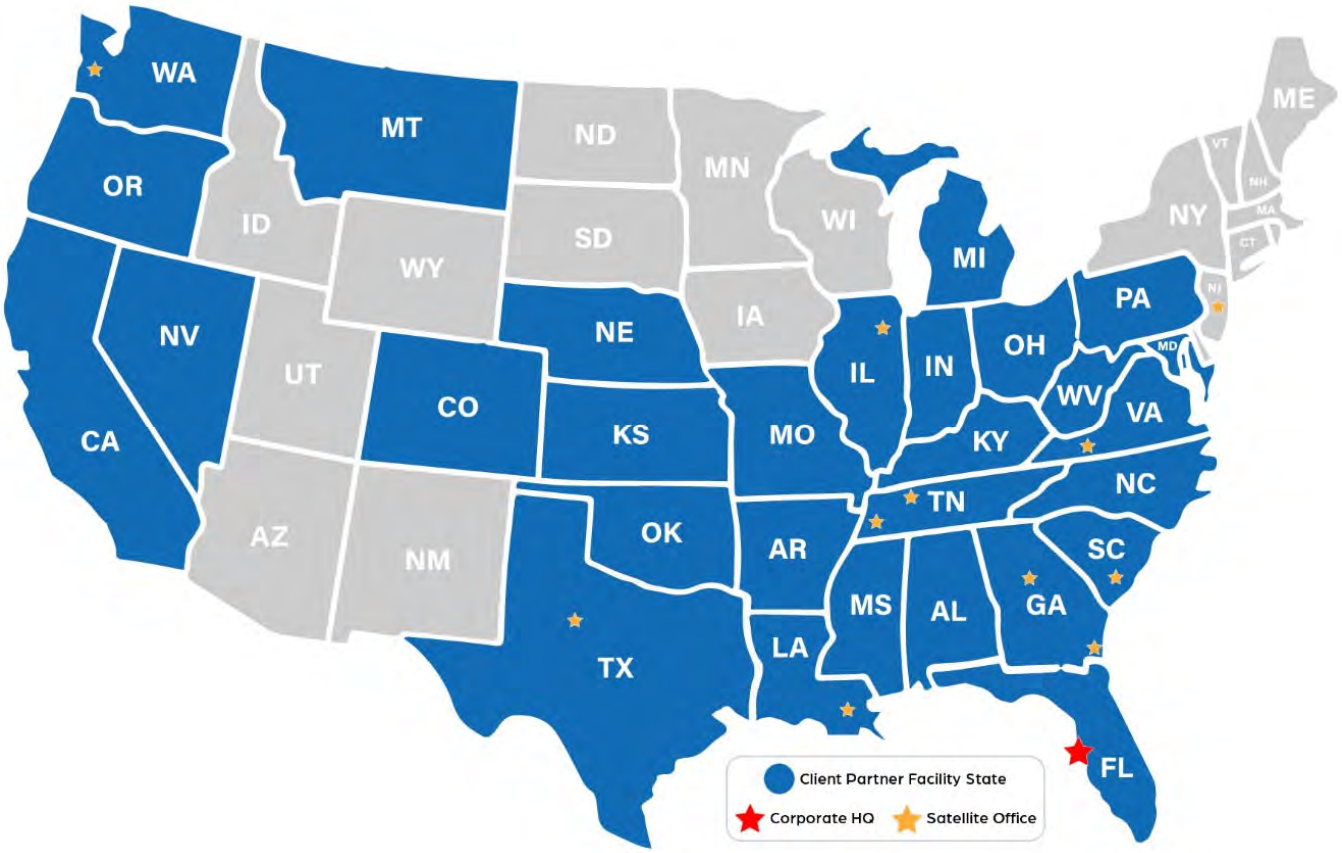
8.2.2.3 Key Personnel's Names and Experience for:

8.2.2.3.1 Executive Team

8.2.2.3.2 Project Implementation Management

8.2.2.3.3 Ongoing Executive Support

RESPONSE: Smart Communications has been researching, developing and providing inmate communication solutions for over a decade. We provide our technologies and services to over 150 different correctional facilities in 29 states.



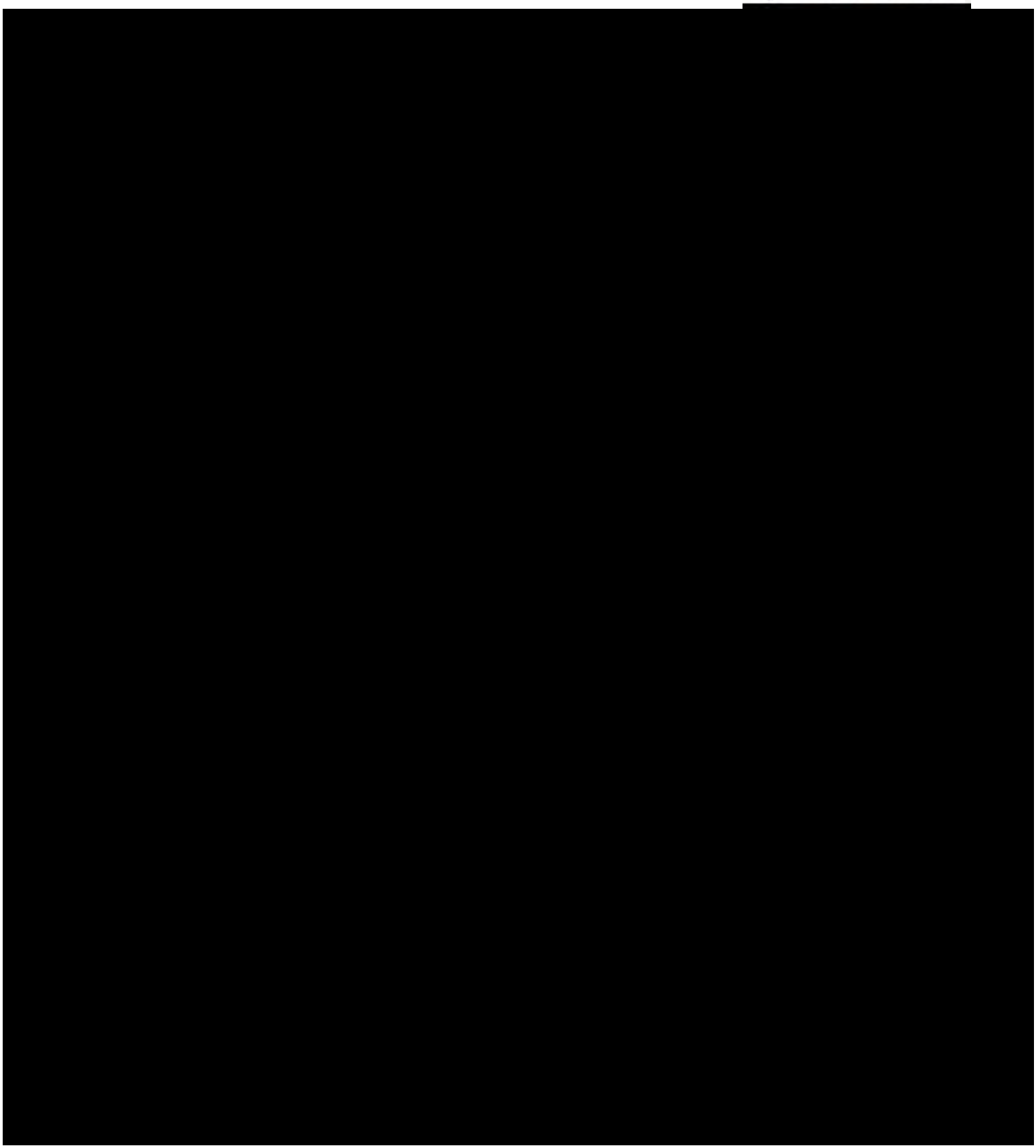
This experience has provided us with a thorough understanding of the complexities and security concerns associated with operating in a correctional facility, as well as the know-how to deliver solutions in a timely manner and provide ongoing support. We are confident we have the experience, technology and resources necessary to meet and exceed the requirements for this project.

Headquartered in Seminole, FL, with various satellite offices located throughout the country, Smart Communications employs over 100 individuals, including strategically located and experienced account and technical service representatives.

The following Smart Communications team members will be involved to ensure the successful implementation and ongoing support for this project.

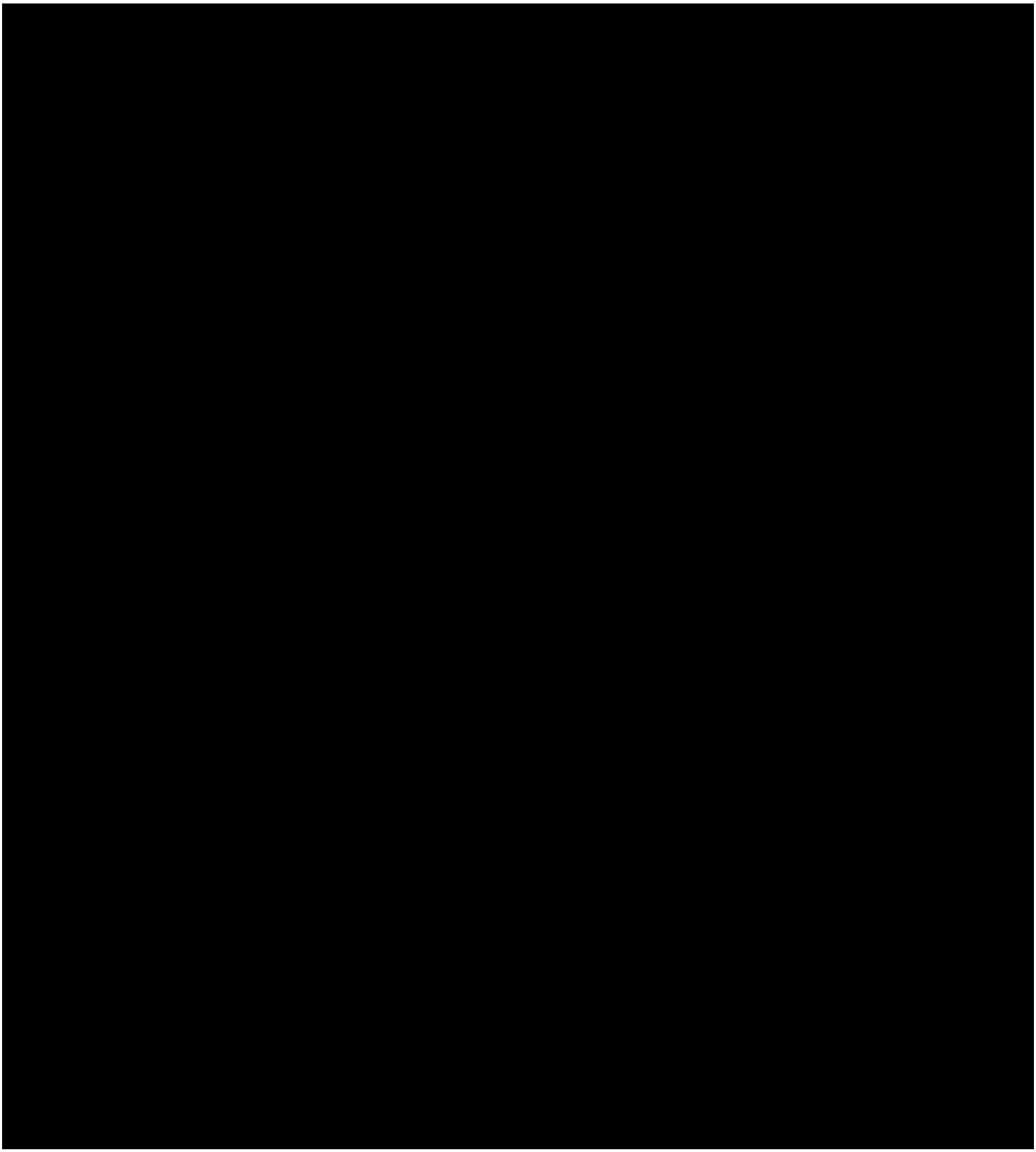
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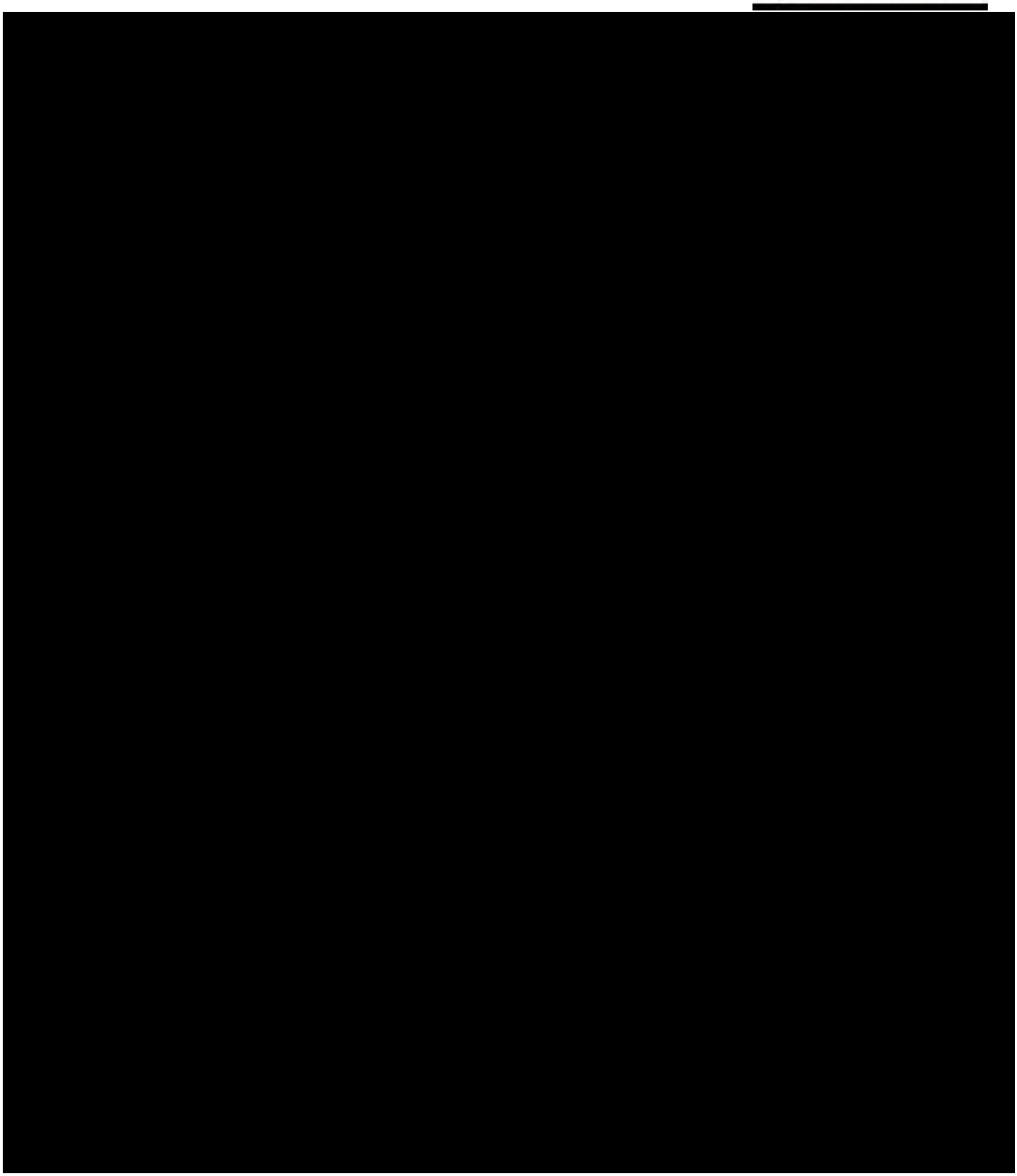
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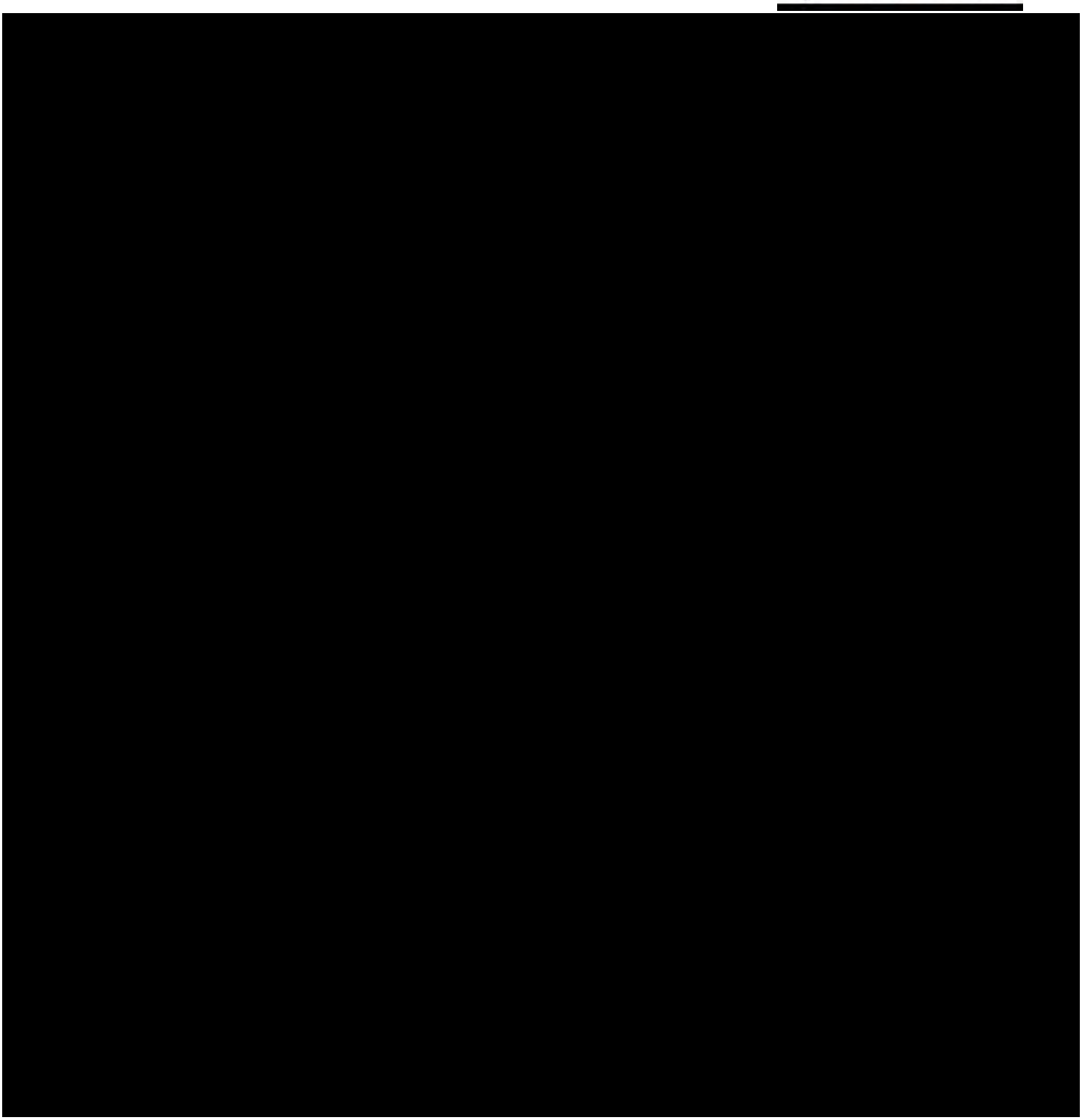
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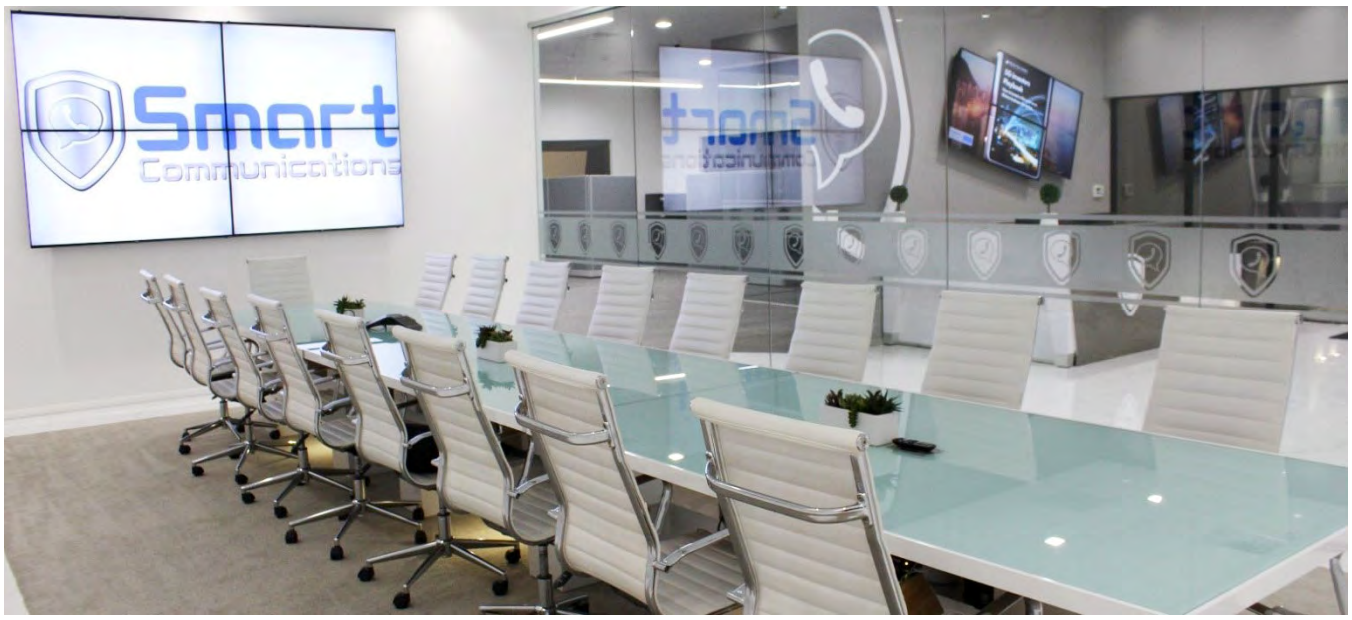
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8.2.2.4 Disaster Recovery Plan

RESPONSE: Smart Communications is well-prepared to respond quickly and effectively should an emergency or disaster strike. As an ongoing part of daily operations, Smart Communications' teams are fully prepared for emergency restoration of facilities. We have assembled plans and procedures to be followed during such an event to minimize the impact catastrophic network outages have on our customers. Our highly trained personnel have the equipment, materials and skills to effectively deal with emergency/disaster events that may threaten the operations of the technologies and services we provide to our clients.

The information presented below details the requirements and steps that will be taken for the recovery from any emergency/disaster affecting services at Smart Communications' facilities or our clients' facilities with the fundamental goal of allowing basic business functions to resume and restoring all systems to pre-emergency/disaster functionality.

Three basic strategies are incorporated in Smart Communication's Emergency/Disaster Recovery Plan:



PREVENTION

Smart Communications' communications infrastructure is designed to provide dependable high-quality services to customers and to reduce downtime with maximum availability. This infrastructure depends on the integrity and proper functioning of a variety of hardware, software and network components. Aspects of this infrastructure are at risk any time one or more of these components fail. Smart Communications takes proactive steps to minimize both the occurrence and the impact of situations that have the potential to interrupt services provided to the inmate or jeopardize the facility's data, such as call records or recording.

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To help avoid disasters resulting from equipment failure and minimize the effects of other types of disasters, Smart Communications has deployed a robust, redundant network infrastructure and fault-tolerant computer-controlled communications system with redundant off-site data storage.

Smart Communications maintains three geographically disparate, redundant, secure data centers with the ability to switch both data and voice traffic from one facility to the other. Each data center utilizes redundant Internet services, multiple power feeds, and provides battery backup and generator power in the event of an emergency. All network components are redundant with automatic failover to prevent unexpected downtime. Access to the data centers is limited to IT staff with a specific need to enter.

The data centers host our redundant communications technology platforms, including servers, databases, media storage and software. All servers utilize internal redundancy, such as multiple power supplies on different electrical circuits, hard drives in RAID configuration, and teamed network connections to multiple network switches, in turn, connected to different electrical circuits and cross-connected to mesh traffic. Data at the data centers is backed up via an encrypted off-site backup service every four hours.

Smart Communications' call centers and Network Operations Center (NOC) are housed in mission-critical facilities, providing redundant power grid service from two geographic sources as well as multiple generator units and a multi-week fuel supply. Telecom and data services are also redundant at each facility, minimizing the risk of a total service outage. Smart Communications' 24/7/365 NOC is responsible for maintaining the network infrastructure that supports the hardware and services provided at all Agency facilities. The NOC continuously monitors the health, security and capacity of all communications equipment, applications and associated networks to help ensure 99.99% uptime with uninterrupted, reliable operations.

DETECTION

All Smart Communications' communications equipment, applications and associated networks are monitored and analyzed in real time. This includes all the communications equipment, applications and associated networks at each Agency facility. Proactive monitoring allows Smart Communications to diagnose and resolve issues before they become a problem and affect service.

If an issue is anticipated or has been identified, Smart Communications' experienced NOC personnel take immediate corrective action to resolve the issue remotely. If our NOC is unable to resolve the issue remotely, a certified regional Field Service Technician will be dispatched to the facility.

In the event of an emergency/disaster that causes a total loss of services to a facility, Smart Communications' NOC will have complete ownership and control to carry out its emergency response and recovery procedures. Our NOC will keep the County points of contact fully informed of the status of recovery efforts. Progress reports will be provided at an agreed upon interval until all services are fully restored.

RECOVERY

Smart Communications' Emergency/Disaster Recovery Plan takes into account all steps necessary to resume normal operation in the event of a natural or technical failure. Smart Communications' Emergency/Disaster Recovery Plan addresses the emergency recovery of services in the event of a natural or manmade disaster that has caused damage or service disruption to the communications systems at any Agency facility.

With Smart Communications' hosted communication systems, there are very few on-site hardware components. However, these components are monitored for operation and an event during a local disaster may interrupt their operation. When this is the case, the issue can typically be diagnosed and resolved through remote access from Smart Communications' NOC. If the full extent of the damage cannot be determined by remote access or

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the problem cannot be resolved remotely, Smart Communications will immediately dispatch a local technician to perform additional diagnostics, and repair or replace the system components.

To ensure the highest level of service during an emergency/disaster, service technicians will carry enough equipment on their service vehicles to replace the affected hardware at the facility. Furthermore, additional hardware can be shipped from the warehouse and arrive on-site the day after the emergency/disaster. The technician will work with the NOC to restore service to the facility.

Network outage will be detected by the NOC and immediately acted upon. The NOC will work with the network provider and escalate as necessary to restore the services as quickly as possible.

In the event of a power failure, an uninterruptible power supply will provide temporary power for the entire system. In the absence of an emergency generator at the facility, the system will perform a safe shutdown to protect data upon expiration of the UPS. Once the power is restored, the system will reboot without human intervention and resume normal operations.

Throughout the restoration process, Smart Communications' NOC Team will keep the County points of contact fully informed of the status of recovery efforts.

Smart Communications' Emergency/Disaster Recovery Plan addresses the emergency recovery of services in the event a natural or manmade disaster which has caused damage or service disruption to the communications systems at one of the data centers.

Smart Communications maintains three geographically disparate, redundant, secure data centers with the ability to switch both data and voice traffic from one facility to the other. An emergency/disaster that fully impacts the primary Data Center will be detected by the NOC and immediately acted upon. Most issues can be diagnosed and resolved through remote access from our NOC. If the full extent of the issue cannot be determined by remote access or the problem cannot be resolved remotely, Smart Communications will immediately dispatch a technician to the data center to perform additional diagnostics to repair and/or replace the system components.

If the outage is severe, the NOC will invoke emergency measures that will bring all the necessary internal teams together so the issue can be properly addressed in a timely manner. If necessary, the team will make arrangements to reroute both the data and voice traffic from the primary data center to one of the secondary data centers. Once the reroute of both the data and voice traffic from the primary data center to a secondary data center is complete, the NOC team will verify all communications equipment, applications and associated networks are working correctly. Once all traffic has been rerouted to a secondary data center and all services are operating correctly, the NOC team will begin the task rectifying issues with the primary data center.

SUMMARY

Smart Communications minimizes the risk to our Communications platforms by furnishing high-quality equipment that is properly installed, maintained and continuously monitored. Event recognition technology includes self-diagnostic equipment and software that keeps Smart Communications' NOC informed of system performance in real time. Redundancy of critical components safeguards system functionality and redundant data storage restoration is also available should it be needed.

Smart Communications is well prepared to respond quickly and effectively should an issue occur or disaster strikes. As an ongoing part of daily operations, Smart Communications' teams are fully prepared for emergency restoration of facilities. Smart Communications has assembled plans and procedures to be followed during such an event to minimize the impact catastrophic network outages have on our customers. In addition, our highly trained personnel have the equipment, materials, and skills to effectively deal with both minor and major events that may threaten the services we provide to the County.

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8.2.2.5 Notices of previous Violations, if any: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.

RESPONSE: Not applicable. Smart Communications nor its affiliated business entities has never received any notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation.

8.2.2.6 List of current and/or previous Sheriff's County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's:

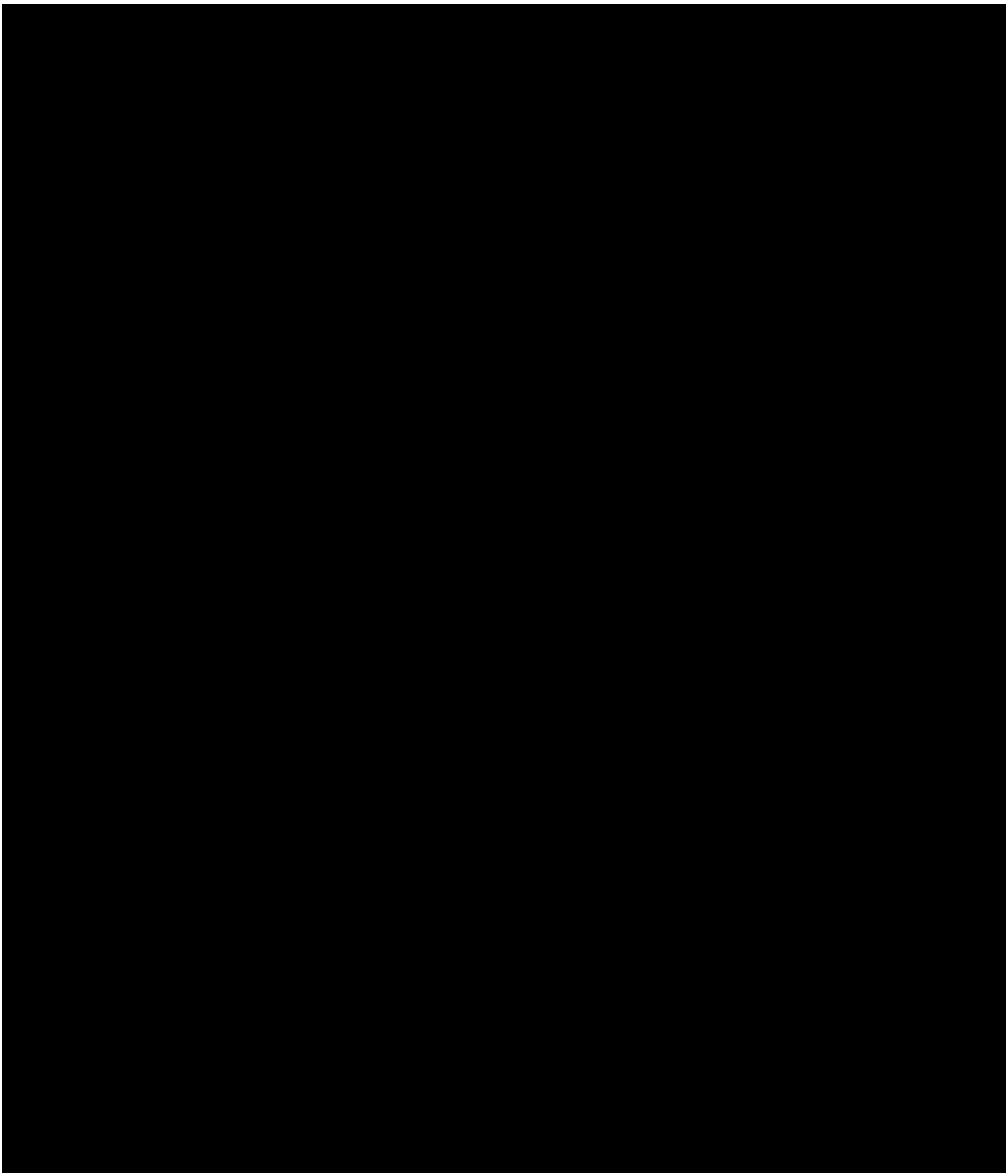
8.2.2.6.1 Telephone System, Associated Services and Other Service Offerings – Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartEvo™ ITS.

[redacted]

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[redacted]

Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***" for additional information about other agencies we service.

***IMPORTANT NOTE**: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

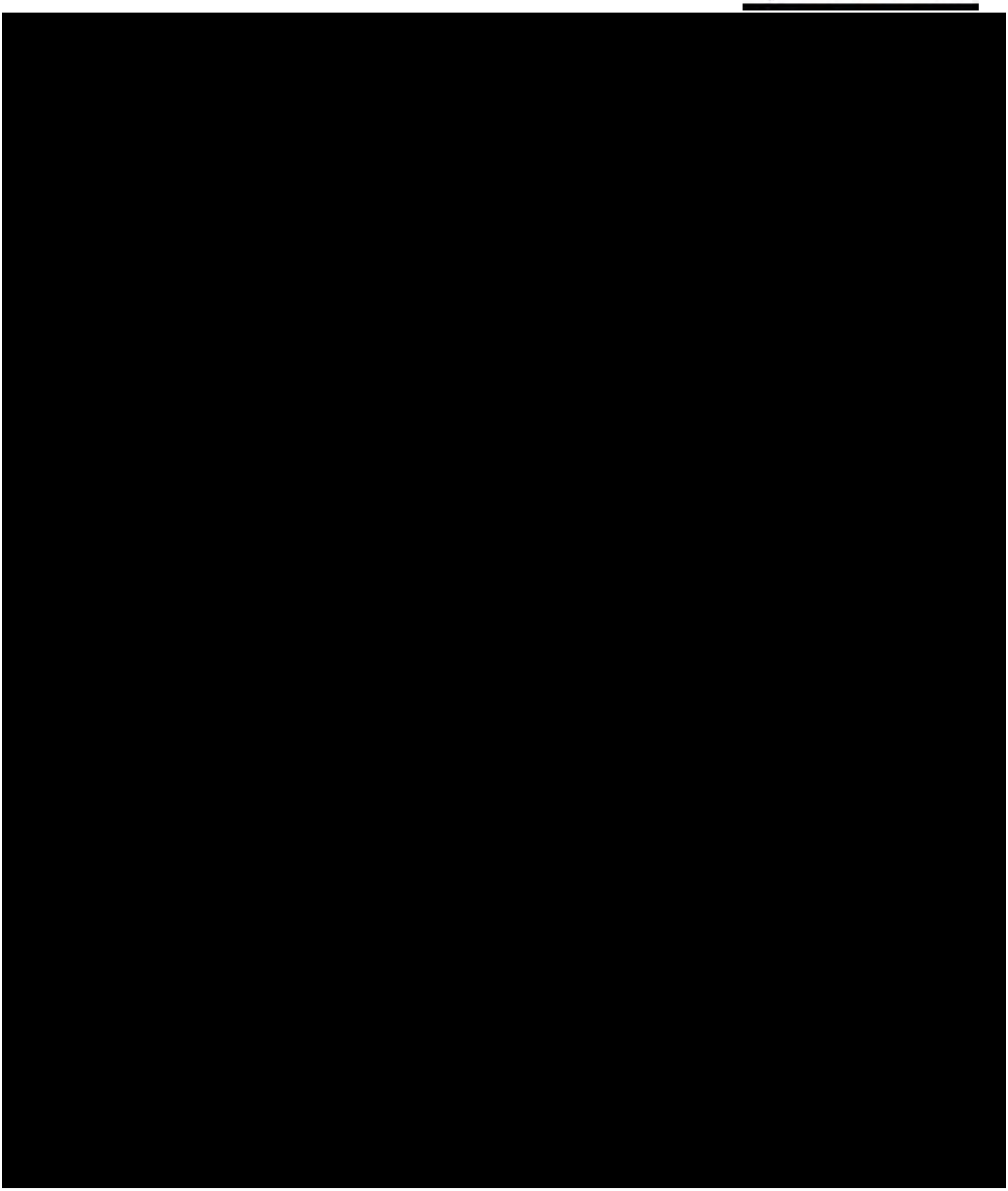
8.2.2.6.2 Tablet Program and Tablets - Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartTablet™ devices and programs:

[redacted]

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[redacted]

Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***" for additional information about other agencies we service.

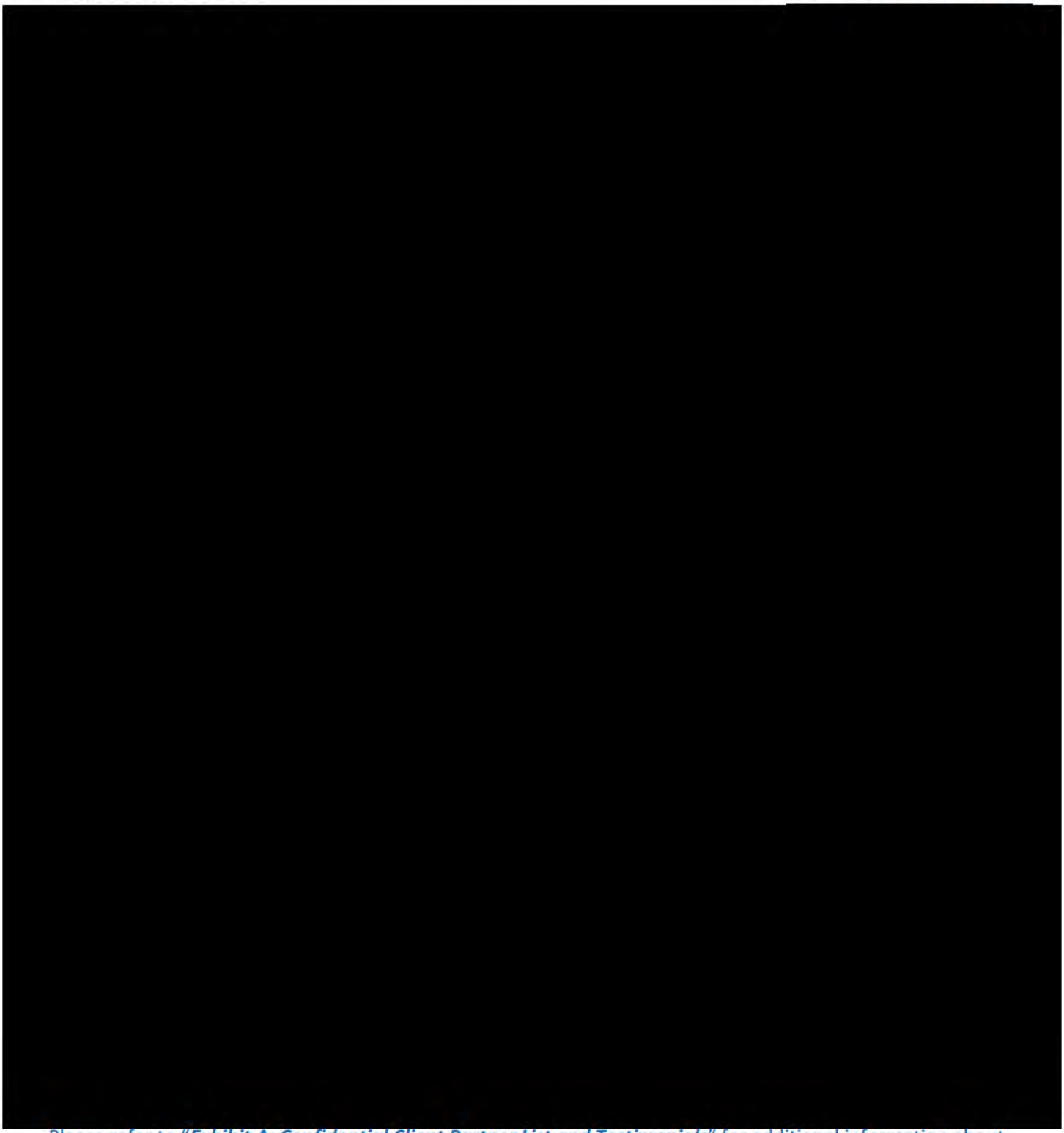
8.2.2.6.3 Video Visitation System - Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartVisit™ VVS.

[redacted]

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Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***" for additional information about other agencies we service.

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Section 3 – TECHNICAL PROPOSAL

8.2.3 Technical Proposal for Telephone System and Other Associated Services and Service Offerings, Tablet Program and Tablets, and Video Visitation that includes but not limited to descriptions of:

8.2.3.1 Design, Features, Associated Services and Service Offerings, Technical Components, Integration Capabilities

RESPONSE: We are confident we have the experience, technology and resources necessary to meet and exceed the requirements for this project. Please refer to our responses provided throughout ***5.0 Scope of Work***, that follows.

8.2.3.2 Project Methodology and Project Management

RESPONSE: Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.



By coupling this phased approach to project management/implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided below. Please note that the plan/schedule provided below is "preliminary" and can be adjusted if necessary to help achieve the County's project completion objective.



Initiation (1.0): Immediately after contract execution, Smart Communications conducts an internal planning meeting to review and discuss the project and related documentation, including the RFP Scope of Work, preliminary project/implementation plan timeline and executed contract. During this meeting, Smart Communications staff are officially assigned to specific roles and project team/groups, which include:

- Account Manager
- Project Manager
- Quality Assurance Manager
- Client Services Manager
- Installation Team
- Software Engineers

Field Service Technicians (FSTs) located at our headquarters in Seminole, FL are also notified that a new client is being onboarded.

The preliminary project/implementation plan timeline is updated with official project team/group assignments as well as any other changes that may have resulted from contract negotiations.

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After the internal planning meeting has concluded, an introductory/project kick-off call is conducted with the County's designated project lead. The primary purpose of this call is to schedule an on-site pre-installation survey and project planning meeting, obtain the names and point of contact details for the primary project stakeholders, including IT department manager, facility escorts, materials receiver and any other project liaisons, as well as to request facility floorplans and site access/security/background check forms.

The Initiation phase concludes after the on-site site survey and project planning meeting has been scheduled and the County's record in our internal project management system is updated with all relevant information discussed and obtained during this phase.

Planning (2.0): During the planning phase, an on-site pre-installation site survey will be conducted by Smart Communications' project manager and installation team staff who thoroughly inspect the facility's architecture, existing inmate communication systems infrastructure and jail system interfaces.



The project manager records various pieces of critical information to allow for a formal project/implementation plan timeline to be drafted and presented to the County for approval. The formal project plan will contain detailed information, including but not limited to:

- **Telephone/equipment room details**:
  - Physical location(s) and dimensions
  - Cabinet or rack mount requirements
  - Electrical and surge protection requirements
  - HVAC requirements
  - Telephone demarcation point(s)
- **Wireless Access Points (WAPs)**
- **Building to building connectivity (fiber) (if applicable)**
- **Hardware quantities and installation points**:
  - Network hardware
  - SmartEvo™ ITS
  - SmartKiosk™ devices
  - SmartTablet™ devices and charging stations
  - MailGuardLegal® Cart
- **Detailed project plan/implementation timeline with Gantt Chart**
- **Main Distribution Frame (MDF) location**
- **Independent Distribution Frames (IDFs), housing units/pods and number of inmates per housing unit/pod**
- **Jail System Interfaces**:
  - Jail Management System (JMS)
  - Commissary
  - Inmate Trust Fund (ITF)
- **Preferred local electrical contractor(s)**
- **Detailed provisioned service list**:
  - SmartEvo™ ITS
  - MailGuard® and MailGuardLegal®
  - SmartVisit™ VVS
  - SmartInmate™ Electronic Messaging
  - SmartRequest™
  - SmartLaw™ Digital Law Library
  - SmartEd™ and SmartReentry™
  - SmartEntertainment™
  - Jail System Interfaces

The formal project plan will be submitted to the County's Project Lead (PL) five days after the pre-installation site survey has been completed.

Network broadband circuit delivery is subject to long delivery lead times. To expedite this process, the Network Operations Center (NOC) orders these circuits and services from Internet Service Provider(s) that will be used to support the systems to be installed immediately after the pre-installation site-survey.

Shortly after the pre-installation site survey has been conducted and the formal project plan has been submitted, the on-site project planning meeting with the County's designated staff will take place. During this

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meeting, unique facility needs will be discussed, stakeholder questions and concerns are addressed and the formal project plan/implementation plan timeline is reviewed and approved.

The Planning phase concludes with the scheduling of on-site installation and training of facility staff.

Execution (3.0): This phase consists of several tasks and subtasks, including the following:



- **Requisition of hardware from inventory and preparation**
- **Design and development of JMS, Commissary and other applicable jail system interfaces**
- **Acquisition, conversion and loading of inmate data feeds**
- **Configuration of QA testing of provisioned service applications**
- **Post installation hardware/system application QA testing**
- **Shipping of hardware to site location**
- **Creation of client user profiles and permissions in the SmartEcosystem™ Dashboard**
- **QA testing of JMS, Commissary and other applicable jail system interfaces**
- **Site installation**
- **On-site facility staff training**

The Execution phase concludes with performance of final hardware/systems testing, cut-over and turn-up.

Monitor and Control (4.0): During this phase, the 5-day Customer Acceptance period is initiated. During this time, the facility's systems are closely monitored on-site by Smart Communications' on-site staff and remotely by our NOC technicians.



The Monitor and Control phase concludes with the client's confirmation/acceptance that all technologies and services provided are functioning properly.

Project Close (5.0): During this final phase, Smart Communications will complete any outstanding action items, if applicable, and will request the client's PL contact to sign-off on the successful completion of the project. A Project Implementation Satisfaction survey will also be distributed to be completed by County staff involved with the implementation. Once the County has signed-off on the project, the record is closed in our internal project management system.



Project Milestones|

The fields associated with major milestones are shaded in light gray within each high-level, preliminary project plan/implementation schedule provided below and can be broken down into pre-installation, on-site installation and post-installation milestones, as detailed in the narrative below:

Pre-Installation Milestones|

Pre-installation milestones are achieved during both the project Initiation and Planning phases.

1. Completion of Internal Planning/Kick-off Meeting
2. Completion of Introductory/Project Kick-off Call with the County's PL and Scheduling of Pre-Installation Site Survey Planning Meeting
3. Submission of Required Site Access/Security/Background Check Forms
4. Completion of Pre-Installation Site Survey
5. Submission of Revised/Formal Project Plan/Implementation Schedule to the County's PL
6. Ordering of Network Broadband Circuitry

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7. On-site Project Planning Meeting with PL and Designated Facility Staff
8. Scheduling of Equipment Installation and Facility Staff Training

On-site Installation Milestones|
On-site installation milestones are achieved during the project Execution phase. The first set of these milestones is primarily achieved by Smart Communications' NOC, Software Engineering (SE) and Materials Procurement/Warehouse (MP) personnel and include:

1. Finalization of Network Diagram
2. Requisition of Network and Inmate Hardware from Inventory
3. Ordering of Additional, Site-Specific Materials (i.e., cable, conduit, etc.)
4. Preparation/Configuration of Network and Inmate Hardware
5. Creation of FTP Account to Support JMS, Commissary and Other Applicable Jail System Interfaces
6. Shipping and Delivery of Hardware and Additional Materials to Site

After the hardware and additional materials are delivered to the site, our NOC and SE, along with Quality Assurance (QA) and Client Services Management (CSM) personnel work towards the completion of the second set of on-site installation milestones, which include:

7. Creation of SmartEcosystem™ Dashboard Client User Profiles and Permissions
8. Acquisition, Conversion and Loading of Inmate Data Feeds
9. Quality Assurance Testing of JMS, Commissary and Other Applicable Jail System Interfaces
10. Configuration and Quality Assurance Testing of Provisioned Service Applications (i.e., SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging, SmartEd™, SmartLaw™ Digital Law Library, etc.)

While Smart Communications' NOC, SE, QA and CSM staff work towards the completion of the second set of on-site Installation milestones, our Installation Team Members (ITMs) begin the installation of the hardware and additional materials delivered to the site location.

Post-Installation Milestones|
Post-installation milestones are achieved during the project Execution, Monitor and Control, and Project Close phases and include:

1. Successful Installation of All Network and Inmate Hardware and Additional Site Materials
2. All Network and Inmate Hardware Installed is Identified, Labeled and Documented in the Site Equipment Inventory List
3. Completion of All Post-Installation Hardware/System Application Quality Assurance Tests to Verify Functionality
4. Completion of On-Site Training with Facility Staff User Groups (i.e., System Administrator, Supervisory General and Investigation Staff)
5. Completion of System(s) Cut-Over and Turn-Up
6. Initiation of 5-day Customer Acceptance Period
7. Receipt of Confirmation/Acceptance of Proper System Functionality from the County's PL

Risk Mitigation Plans|

Though standard project implementation/installation procedures are used, each project is unique and is subject to certain controllable and non-controllable risks as well as assumptions. Smart Communications has developed

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various risk mitigation plans to help ensure timely project completion, even when faced with challenges and unforeseen circumstances.

Risk Description: Equipment delivery issues (i.e., delivery delay, incorrect equipment is delivered, non-functional and/or non-conforming equipment)

Risk Type: Controllable

Risk Impact: May delay project completion timeline

Risk Mitigation Plan: Our Provisioning Manager orders the necessary equipment shortly after receipt of the Notification of Award (NOA) to ensure it is delivered at the appropriate time. If there is a delivery delay or other problem with the equipment ordered by the Provisioning Manager, we can keep the project implementation on schedule by immediately fulfilling the equipment order from surplus inventory maintained at our warehouse.

Risk Description: Site readiness issues (i.e., age and condition of facility's network infrastructure and/or wiring)

Risk Type: Controllable

Risk Impact: May delay project completion as additional technicians may be required to repair, replace or upgrade existing infrastructure and/or wiring

Risk Mitigation Plan: Shortly after contract award, our Project Manager and installation team will conduct a thorough site survey with the appropriate County staff member who can provide access to all areas throughout the facility in which network infrastructure and equipment will be deployed. During the site survey, the facility's existing network infrastructure and wiring will be inspected. If the site survey inspection reveals substantial infrastructure and wiring upgrades are needed, and such upgrades would create an unacceptable delay in project implementation, our Project Manager will arrange to subcontract these basic installation tasks to the local engineering/technical firm selected by the County. If subcontractors must be used to assist with infrastructure and wiring upgrades, such personnel will be subjected to thorough background screenings and will work in full compliance with all facility access policies and rules. All costs associated with infrastructure and wiring upgrades and the use of subcontractors are paid in full by Smart Communications at no cost to the County.

Risk Description: Training issues (i.e., facility staff scheduling/availability, classroom availability, open internet accessibility)

Risk Type: Controllable

Risk Impact: Incomplete or insufficient training can prevent County staff from effectively using and taking advantage of all features and benefits of the technologies and services being provided.

Risk Mitigation Plan: Upon award of contract, our Project Manager submits a training request to our Education and Client Services Director. Our Education and Client Services Director then assigns this request to the appropriate Instructor/Client Services team member. The Instructor/Client Services team member assigned to the training request will contact the appropriate point of contact at the County and conduct an initial interview to determine training needs. During this initial interview, the following topics will be discussed:

- Introduction and general discussion of technologies and services to be provided
- Identification of facility staff who will need to be trained in the use and operation of the technologies and services to be provided
- Establishment of facility staff user permissions and roles (staff, staff administrator, investigator and system administrator)

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As soon as the project implementation plan is finalized by the Project Manager and the system go-live/turn-up date has been established, the assigned Instructor/Client Services team member will communicate this information to the appropriate facility point of contact and set a firm on-site training date and location. To provide facility staff with the best training and transition experience possible, we recommend on-site training is scheduled for the day before or the day of the system go-live/turn-up date. This provides facility staff with the opportunity to immediately work with the systems in the facility itself. Furthermore, the Instructor/Client Services will remain on-site the day after training is conducted to provide staff with additional support.

In addition to on-site training, Client Services will provide remote, web-based training as needed. These online instructor-led training courses serve to introduce new County staff to Smart Communications' technologies and services or to refresh the knowledge base of or introduce new features to existing staff. Both on-site and remote training are available upon request at no cost throughout the contract term.

Risk Description: Implementation delay or service disruption caused by third-party network circuit/connection provider

Risk Type: Non-Controllable

Risk Impact: Like all inmate communications providers, we rely on third-party firms to provide the broadband network circuits and connection necessary for our technologies and services to operate. Implementation delays or service disruptions sometimes occur because these third-party providers, for reasons beyond our control, do not meet expected installation times or service levels.

Risk Mitigation Plan: As an experienced inmate communications systems provider, we have escalation procedures in place to resolve any issues involving broadband network circuit delivery or connection issues. If any issues arise with provisioning these network circuits/connections, it is immediately escalated to our VP of Network Operations who will work with the third-party provider to resolve the issue as soon as possible and keep the County informed of the resolution status. Broadband circuits are a critical component required for the delivery/operation of the technologies and services we provide and typically involve the longest lead times. To help ensure project completion deadlines are met, these circuits are ordered immediately after receipt of NOA.

Risk Description: Delays in integrating required data feeds from the County's jail management system (JMS), commissary providers, inmate trust fund (ITF) or other third-party system vendor

Risk Type: Non-Controllable

Risk Impact: The ability to integrate the data feeds of the County's existing JMS, Commissary, ITF or other third-party jail system into our systems is dependent on the third-party's level of cooperation, as well as requirements that may be unique to their systems.

Risk Mitigation Plan: Smart Communications has successfully interfaced our technologies and services with multiple local and nationally recognized third-party JMS, commissary, ITF and other jail system providers. With support for real-time modern SOAP and Restful Web Services, legacy flat file support including data translation and mapping tools, and over 30 years of experience, nearly any interface can be achieved by our software engineers and Network Operations Center (NOC) team. A specific team of software engineers and NOC staff will be assigned to the County. Among other things, this team will maintain a project interface log to build the design of the interface. All interfaces developed are rigorously performance tested by our in-house Quality Assurance (QA) team to ensure functionality prior to deployment.

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Preliminary Project Plan/Implementation Schedule Timeline|

Monterey County Sheriff's Office (MCSO)
Preliminary Project Plan/Implementation Schedule

WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
-	**MCSO Project Plan/Implementation Schedule Total Duration**	**45**	**10/2/23**	**12/1/23**	-
1.0	**INITIATION (Starts Immediately After Contract Execution)**	**2**	**10/2/23**	**10/3/23**	-
1.1	**Schedule and Conduct Internal Planning Meeting:**	**1**	**10/2/23**	**10/2/23**	**CSM, PM, AM**
1.1.1	*Review and discussion of project related documentation:*				"
1.1.1.1	*RFP Scope of Work, proposal and preliminary project plan/implementation schedule*				"
1.1.1.2	*Executed contract*				"
1.1.2	*Official assignment of Smart Communications project team members/groups, roles and responsibilities:*				"
1.1.2.1	*Account Manager (AM)*				"
1.1.2.2	*Client Services Manager (CSM)*				"
1.1.2.3	*Project Manager (PM)*				"
1.1.2.4	*Installation Team Members (ITMs)*				"
1.1.2.5	*Field Service Technicians (FSTs)*				"
1.1.2.6	*Software Engineers (SE)*				"
1.1.2.7	*Network Operations Center (NOC)*				"
1.1.2.8	*Quality Assurance (QA)*				"
1.1.2.9	*Materials Procurement/Warehouse (MP)*				"
1.1.2.10	*Subcontractor Staff (if applicable) (SUB)*				"
1.1.2.11	*On-site Certified Technicians (OCTs)*				"
1.1.3	*Research Local Internet Service Providers (ISPs)*				*PM*
1.1.4	*Schedule client introductory/project kick-off call with MCSO's designated Project Lead (PL)*				*CSM*
1.1.5	*Update MCSO's project record within internal project management system:*				*PM*
1.1.5.1	*MCSO Project Lead name and point of contact information*				*CSM*
1.1.5.2	*Revisions to preliminary project plan/implementation schedule based upon RFP requirements/contract execution date.*				*PM*
1.1.5.3	*Client introductory/project kick-off call date and time*				*CSM*
1.2	**Conduct Introductory/Project Kick-Off Call with MCSO's Project Lead (PL):**	**1**	**10/3/23**	**10/3/23**	**CSM, AM, PM, PL**
1.2.1	*Schedule onsite pre-installation survey and project planning meeting*				"
1.2.2	*Request client primary project stakeholder names and point of contact information:*				*CSM*
1.2.2.1	*IT Department Administrator (ITDA)*				"
1.2.2.2	*Jail Administrator (JA)*				"
1.2.2.3	*Facility Systems Administrator (FSA)*				"
1.2.2.4	*Network Administrator (NA)*				"
1.2.2.5	*Facility Escort(s) (FE)*				"
1.2.2.6	*Materials Receiver (MR)*				"
1.2.2.7	*Additional Project Liaisons (APL) (if applicable)*				"
1.2.3	*Request facility floorplans and site access/security/background check forms*				*PM*
1.3	**Update MCSO's Project Record within Internal Project Management System with Information Obtained from Introductory/Project Kick-Off Call**	**1**	**10/3/23**	**10/3/23**	**CSM, PM, AM**

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.0	PLANNING	29	10/4/23	11/13/23	-
2.1	Submit Required Site Access/Security/Background Check Forms	1	10/4/23	10/4/23	PM
2.2	Conduct Pre-installation Site Survey:	1	10/9/23	10/9/23	PM, ITM(s), FST(s), PL, FE, ITDA, NA
2.2.1	*Examination and inspection of facility architecture, existing inmate communication systems infrastructure and jail system interfaces:*				*PM, ITM(s), FST(s), ITMs, ITDA, NA, FE*
2.2.1.1	*Telephone/data equipment room details:*				*PM, ITDA, NA, FE*
2.2.1.1.1	*Physical location(s) and dimensions*				"
2.2.1.1.2	*Cabinet or rack mount requirements*				"
2.2.1.1.3	*Electrical and surge protection requirements*				"
2.2.1.1.4	*HVAC requirements*				"
2.2.1.1.5	*Telephone demarcation point(s)*				"
2.2.2	*Identify Main Distribution Frame (MDF) location*				"
2.2.3	*Identify of number of Independent Distribution Frames (IDFs), housing units/pods, number of inmates per housing unit/pod*				"
2.2.4	*Jail System Interfaces:*				"
2.2.4.1	*Jail Management System (JMS)*				"
2.2.4.2	*Commissary*				"
2.2.4.3	*Inmate Trust Fund (ITF)*				"
2.2.5	*Wireless Access Points (if applicable)*				"
2.2.5.1	*Frequency bands currently in use (to prevent interference)*				"
2.2.6	*Inspection and testing of existing telecom/network cabling*				"
2.2.7	*Identification of build to building connectivity (fiber) (if applicable)*				"
2.2.8	*Review electrical/cabling requirements and identify preferred local subcontractors (if applicable)*				"
2.2.9	*Identify new/additional hardware installation points (if applicable)*				"
2.2.10	*Update MCSO's project record within internal project management system with information obtained from pre-installation site survey*				"
2.3	Create and Remit Formal Project Plan/Implementation Schedule to MCSO's Project Lead (PL) for Initial Review:	5	10/10/23	10/16/23	PM, PL
2.3.1	*Point of contact details for MCSO's primary project stakeholders and project management/installation team staff*				*PM*
2.3.2	*Provisioned Services List:*				"
2.3.2.1	*SmartEvo™ ITS related:*				"
2.3.2.1.1	*Inbound Voicemail Exchange (VMX™)*				"
2.3.2.1.2	*Video Relay Service (VRS)*				"
2.3.2.1.3	*On-site ITS Visitation*				"
2.3.2.2	*SmartInmate™ Electronic Messaging related:*				"
2.3.2.2.1	*Text Messaging*				"
2.3.2.2.2	*Inbound Photo Delivery*				"
2.3.2.3	*MailGuard®*				"
2.3.2.4	*MailGuardLegal®*				"
2.3.2.5	*SmartVisit™ VVS:*				"
2.3.2.5.1	*Onsite video visitation*				"
2.3.2.5.2	*Remote video visitation*				"
2.3.2.5.3	*Remote video on-demand (VOD) visitation*				"
2.3.2.6	*SmartRequest™ Digital Request/Grievance/Medical Form System*				"
2.3.2.7	*SmartLaw™ Digital Law Library*				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.3.2.8	SmartEd™ and SmartReentry™				"
2.3.2.9	SmartEntertainment™				"
2.3.2.10	Automated Information System (AIS)				"
2.3.3	Jail System Interfaces:				"
2.3.3.1	Jail Management System (JMS)				"
2.3.3.2	Commissary				"
2.3.3.3	Inmate Trust Fund (ITF)				"
2.3.4	Provisioned Hardware List:				"
2.3.4.1	Network hardware quantities and installation point(s):				"
2.3.4.1.1	Firewall				"
2.3.4.1.2	Ethernet Switches				"
2.3.4.1.3	PoE Ethernet Switches				"
2.3.4.1.4	Analog/VoIP Gateway				"
2.3.4.1.5	Media Server				"
2.3.4.1.6	Uninterruptible Power Supply (UPS)				"
2.3.4.2	SmartEvo™ ITS related hardware quantities and installation points:				"
2.3.4.2.1	Inmate telephone stations (stationary) with specified cord length				"
2.3.4.2.2	Inmate telephone stations (mobile) with specified cord length				"
2.3.4.2.3	TTY/TTD devices				"
2.3.4.2.4	Inmate telephone visitation sets with specified cord length				"
2.3.4.3	SmartTablet™ hardware quantities and installation points:				"
2.3.4.3.1	Charging stations				"
2.3.4.3.2	Wireless access points (WAPs)				"
2.3.4.4	SmartKiosk™ hardware quantities and installation points:				"
2.3.4.4.1	Kiosk user type (inmate or public)				"
2.3.4.4.2	Kiosk handset type (single or dual) and cord length				"
2.3.4.4.3	Kiosk mounting type (wall, floor or pedestal)				"
2.3.4.5	MailGuardLegal® Cart quantity and delivery locations				"
2.4	**Order Network Broadband Circuits and Internet Service (includes estimated lead time for circuit delivery and installation)**	**24**	**10/11/23**	**11/13/23**	**PM, NOC**
2.5	**Conduct Onsite Project Planning Meeting with MCSO's Project Lead and Designated Stakeholders - IT Department Administrator (ITDA), Jail Administrator (JA), Facility Systems Administrator (FSA), Network Administrator (NA), Facility Escort (FE) and Additonal Project Liaisons (APL):**	**1**	**10/18/23**	**10/18/23**	**PM, CSM, AM, ITDA, JA, FSA, NA, APL, FE**
2.5.1	Introductions with review/finalization of team roles and responsibilities				"
2.5.2	Review scope, objectives and requirements of project and contract				"
2.5.3	Discuss other unique facility needs				"
2.5.4	Address client stakeholder questions and concerns				"
2.5.5	Discuss and finalize on-site routine maintenance schedule				"
2.5.6	Finalize and approve formal project plan/implementation schedule				"
2.5.7	Update MCSO's project record within internal project management system with information obtained from project planning meeting				PM, CSM
2.6	**Scheduling of On-site Installation and Training:**	**1**	**10/18/23**	**10/18/23**	**PM, CSM, PL**
2.6.1	Identification and scheduling of facility escort(s) and review of facility access policies and procedures				"
2.6.2	Identification of on-site training location				"
2.6.3	Identification and scheduling of facility staff to participate in on-site training in accordance with user groups (facility staff, staff administrator, investigators and systems administrator)				"
2.6.4	Schedule removal of existing provider's hardware				"
2.6.5	Travel arrangements/scheduling for installation team staff and instructor				PM, CSM

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.6.6	Update MCSO's project record within internal project management system with onsite installation and training information				PM
3.0	**EXECUTION**	**34**	**10/10/23**	**11/24/23**	**-**
3.1	**Network Design, Network Hardware Requistion from Inventory and Configurations:**	**4**	**10/10/23**	**10/13/23**	**NOC, SE, MP**
3.1.1	Build network diagrams				"
3.1.2	Configure system network monitoring and recording faculties				"
3.1.3	Create DNS hostname				"
3.1.4	Add network(s) to location				"
3.1.5	Verify billing address				"
3.1.6	Firewall				"
3.1.6.1	Install remote access scripts				"
3.1.6.2	Verify firewall rules				"
3.1.7	Ethernet Switches				"
3.1.8	PoE Ethernet Switches				"
3.1.9	Analog/VoIP Gateways (ITS installs only)				"
3.1.10	Media Server (VVS installs only)				"
3.1.11	WAPs				"
3.1.12	Uninterruptible Power Supply (UPS)				"
3.2	**User Hardware Requisition from Inventory and Preparation:**	**10**	**10/16/23**	**10/27/23**	**PM, SE, CSM, MP**
3.2.1	SmartEvo™ ITS hardware:				PM, MP
3.2.1.1	Inmate telephone stations (stationary)				"
3.2.1.2	Inmate telephone stations (mobile)				"
3.2.1.3	TTY/TTD devices				"
3.2.1.4	Order ITS rate and tax tables				SE
3.2.1.5	Install instructions into phones				"
3.2.1.6	Inmate telephone visitation sets				"
3.2.2	SmartKiosk™ hardware				PM, MP
3.2.3	SmartTablet™ hardware and charging stations				"
3.2.4	MailGuard® Postal Mail Elimination System Staging:				CSM
3.2.4.1	Establish client P.O. Box for inmate personal mail delivery				"
3.2.4.2	Prepare change of mailing address notice to be distributed to inmate friends, family and constituents				"
3.2.5	MailGuardLegal® hardware				PM, MP
3.2.7	Hiring and training of On-site Certified Technician (OCT)				CSM
3.3	**Design and Development of JMS, Commissary and Other Applicable Jail System Interfaces:**	**15**	**10/23/23**	**11/10/23**	**SE**
3.3.1	Create FTP Account				"
3.3.2	Send data feed requirements and request inmate data feeds (PIN, PAN, Account Balances, etc…) to appropriate vendors				"
3.4	**Ship System Hardware to Site Location/Client Materials Receiver (MR) (includes time in transit)**	**4**	**11/8/23**	**11/13/23**	**MP, MR**
3.5	**Create SmartEcosystem™ Dashboard Client User Profiles and Permissions:**	**10**	**10/23/23**	**11/3/23**	**CSM**
3.5.1	Systems Administrator				"
3.5.2	Supervisory staff				"
3.5.3	General staff				"
3.5.4	Investigative staff				"
3.6	**Inmate Data Feed Acquisition, Conversion and Loading:**	**5**	**10/30/23**	**11/3/23**	**SE, PM**
3.6.1	Scrub received inmate data received				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.6.2	Load inmate PIN, PAN, and account data into SmartEcosystem™ Dashboard				"
3.6.3	Load facility announcement and voice prompts into SmartEcosystem™ Dashboard				"
3.6.4	Test initial data received				"
3.6.5	Verify housing assignment integration				SE, PM
3.6.6	Automate data imports				SE
3.6.7	Integrate extra JMS data fields (if applicable)				"
3.7	**QA Testing of JMS, Commissary and Other Applicable Jail System Interfaces**	**5**	**11/6/23**	**11/10/23**	**SE**
3.8	**Configuration and QA Testing Provisioned Service Applications:**	**4**	**11/13/23**	**11/16/23**	**SE, CSM, NOC**
3.8.1	SmartEvo™ ITS related:				SE
3.8.1.1	Inbound Voicemail Exchange (VMX™)				"
3.8.1.2	Video Relay Service (VRS)				"
3.8.1.3	Onsite ITS Visitation				"
3.8.2	SmartInmate™ Electronic Messaging related:				"
3.8.2.1	Text Messaging				"
3.8.2.2	Inbound Photo Delivery				"
3.8.3	MailGuard®				CSM, SE
3.8.3.1	Enable MailGuard® options (i.e. locations, mailbox selection, etc...)				CSM
3.8.3.2	Establish personal mail switchover date				"
3.8.3.3	Upload change of inmate mailing address notice to facility's website				SE
3.8.4	MailGuardLegal®				"
3.8.5	SmartVisit™ VVS related:				CSM, SE, NOC
3.8.5.1	Establish user types				CSM
3.8.5.2	Collect and configure onsite and remote video visitation schedule details				CMS, SE
3.8.5.3	Configure onsite and remote video visitation firewall				NOC
3.8.6	SmartRequest™ Digital Request/Grievance/Medical Forms:				CSM, SE
3.8.6.1	Acquire and/or request/grievance/medical form materials				CSM
3.8.6.2	Develop and program SmartRequest™ form workflows/facility staff responsibilities				"
3.8.6.3	Send SmartRequest™ invitations to all applicable facility staff				"
3.8.6.4	Establish SmartRequest™ Turn-Up Date				"
3.8.7	SmartLaw™ Digital Law Library:				CSM, SE
3.8.7.1	Establish SmartLaw™ Digital Law Library Turn-Up Date				CSM
3.8.8	SmartEd™ and SmartReentry™				SE
3.8.9	SmartEntertainment™				"
3.8.10	Automated Information System (AIS)				"
3.8.11	Develop customized inmate family and friend informational brochures and signage				"
3.9	**Complete Site Installation Prerequisites:**	**5**	**11/13/23**	**11/17/23**	**PM, ITMs, FSTs, FE, SUB (if applicable)**
3.9.1	Cabling and Electrical:				"
3.9.1.1	MCSO preferred electrical contractor (if applicable)				"
3.9.1.2	MCSO preferred low voltage contractor (if applicable)				"
3.10	**Site Installation:**	**4**	**11/14/23**	**11/17/23**	**PM, ITMs, FSTs, QA, CSM, NOC, MR, ITDA, NA, FE**

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.10.1	Confirm all hardware has been received onsite				PM, ITMs, FSTs, MR
3.10.2	Conduct initial test of installed broadband circuits and internet service to verify connectivity/functionality				PM, QA, NA, ITDA
3.10.3	Install network equipment hardware and test remote access				ITMs, FSTs, QA, NA
3.10.4	Install SmartEvo™ ITS related hardware:				ITMs, FSTs
3.10.4.1	Identify ANIs				PM
3.10.5	Install inmate SmartKiosk™ devices				ITMs, FSTs
3.10.6	Install public SmartKiosk™ devices				"
3.10.7	Install, configure and test WAPs				NOC, QA
3.10.8	Install SmartTablet™ device charging stations				ITMs, FSTs
3.11	**Post Installation Hardware/System Application QA Testing:**	**3**	**11/20/23**	**11/22/23**	**PM, ITMs, FSTs, QA, CSM, SE, FE**
3.11.1	Verify SmartEvo™ ITS related hardware functionality and call/sound quality on all provisioned services:				FSTs, QA
3.11.1.1	Outgoing calls				"
3.11.1.2	On-site visitation calls (if applicable)				"
3.11.1.3	Inbound Voicemail Exchange (VMX™)				"
3.11.1.4	Video Relay Service (VRS)				"
3.11.1.5	On-site visitation calls				"
3.11.3	SmartKiosk™ and/or SmartTablet™ related:				"
3.11.3.1	Verify wired network connectivity				NOC
3.11.3.2	Verify wireless network connectivity				"
3.11.3.3	Verify device login functionality				FSTs, QA
3.11.3.4	Verify SmartVisit™ VVS functionality and call/sound/video quality				"
3.11.3.5	Verify functionality of all provisioned SmartInmate™ Electronic Messaging system features				"
3.11.3.6	Verify SmartRequest™ application functionality and routing				QA, CSM
3.11.3.7	Verify SmartLaw™ Digital Law Library functionality and accessibility				"
3.11.3.8	Verify PDF Viewer and Calendar applications functionality and accessibility				"
3.11.3.9	Confirm accessibility of facility documents (inmate handbook, PREA information, etc...)				"
3.11.3.10	Confirm device's video player is functional and facility videos are accessible				"
3.11.3.11	Verify functionality and accessibility of MailGuard® related services				"
3.11.3.12	Verify SmartEd™ and SmartReentry application functionality and accessibility (tablet devices only)				"
3.11.3.13	Verify SmartEntertainment™ functionality and sound/video quality (tablet devices only)				"
3.11.3.14	Verify commissary interface functionality				QA, SE
3.11.3.15	Verify inmate trust fund balance and debit purchase lookup functionality and accuracy				"
3.11.3.16	Verify CareerOneStop Job Search functionality and accessibility				"
3.11.4	Test MailGuardLegal® Cart functionality/performance				QA
3.11.5	Verify Automated Information System (AIS) functionality and accuracy				QA, CSM, SE
3.12	**Conduct On-site Training with Facility Staff User Groups (Systems Administrator, Supervisory Staff, General Staff, Investigation Staff):**	**1**	**11/22/23**	**11/22/23**	**CSM, Facility User Groups**
3.12.1	Distribute customized inmate family and friend informational brochures and signage				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.13	Final Hardware/Systems Testing, Cut-Over and Turn-Up:	3	11/22/23	11/24/23	PM, FSTs, CSM, QA, SE, NOC, ITDA
3.13.1	SmartEvo™ ITS related hardware and systems:				PM, ITMs, FSTs, QA, SE
3.13.1.1	Assign descriptions to housing areas/units by ANI				PM, SE
3.13.1.2	Assign devices to housing areas/units				"
3.13.2	SmartKiosk™ and/or SmartTablet™ related hardware and applications:				PM, CSM, QA, SE, NOC
3.13.2.1	Install SSH (Secure Shell) keys				SE
3.13.2.2	Disable "coming soon" screen				"
3.13.2.3	Remote restart all devices				NOC
3.13.2.4	Distribute SmartTablet™ devices to inmates				PM, CSM
3.13.2.5	SmartInmate™ Electronic Messaging related systems				SE, QA
3.13.2.6	MailGuard®				QA, CSM
3.13.2.6.1	Update facility website to indicate MailGuard® is active				CSM, ITDA
3.13.2.7	MailGuardLegal®				QA, CSM
3.13.2.8	SmartVisit™ VVS related systems				"
3.13.2.9	SmartRequest™ Digital Request/Grievance/Medical Form system				"
3.13.2.10	SmartLaw™ Digital Law Library				"
3.13.2.11	SmartEd™ and SmartReentry™				"
3.13.2.12	SmartEntertainment™				"
3.13.2.13	Deposit kiosk related systems				"
4.0	MONITOR AND CONTROL	5	11/24/23	11/30/23	-
4.1	Initiate 5-day Customer Acceptance Period	5	11/24/23	11/30/23	PM, QA, CSM, NOC, PL, Facility User Groups
4.2	Remote and on-site systems monitoring and diagnostics	5	11/30/23	11/30/23	NOC
	PROJECT CLOSE	1	12/1/23	12/1/23	-
5.1	Complete any outstanding action items (if applicable)	1	12/1/23	12/1/23	PM
5.2	MCSO Project Leader (PL) project completion sign-off	1	12/1/23	12/1/23	PM, PL
5.3	Distribution of project implementation satisfaction survey	1	12/1/23	12/1/23	CSM, PM, PL
5.4	Close out MCSO's project record within internal project management system	1	12/1/23	12/1/23	PM, CSM

8.2.3.3 Training – Post-Implementation and Ongoing

RESPONSE: All technologies and services provided by Smart Communications include comprehensive initial on-site training at ***no cost***. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

ON-SITE TRAINING OVERVIEW		
Course Module	**Topics**	**Access Level Focus**
Introduction/Overview	• Accessing and navigating the system • Logging in, logging out and changing passwords • Accessing online help	Staff

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	• Contacting Technical Support	
County User Administration	• Creating user accounts • Assigning and administering permissions • Requests and Grievances • Inmate documents and video upload • User management report features • Auditing and activity tracking	Staff Administrator
Inmate Administration	• Adding and changing inmate accounts/PINS • Suspending/deactivating inmate accounts/PINs • Adding/editing device access based on location • Generating standard and custom reports • Inmate administration reports	Staff Administrator
Investigation/Monitoring	• Live call monitoring and playback • Monitoring inmate application use • Recognizing trends in inmate activity • Adding and sharing notes • Setting up system alerts • Running CDR analyses • Transferring CDR, audio, video and text data to disk	Investigator
System Administration	• Time-saving tips and tricks • System maintenance and upgrades • Reporting an issue/creating a trouble ticket • Issue prioritization and escalation levels • Issue response and resolution times	System Administrator

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training. These online instructor-led training courses serve to introduce new County staff to Smart Communications' technologies and services or to refresh the knowledge base of/introduce new features to existing staff. Both on-site and remote training are available upon request at ***no cost*** throughout the contract term.

8.2.3.4 Service and Maintenance Support - Post-Implementation and Ongoing

RESPONSE: Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at ***no cost***.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager (Jerome Anderson)
- Network Operations Center (NOC)
- Technical Support Center (TSC)

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Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

For complete details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

8.2.3.5 Management and Maintenance Reports

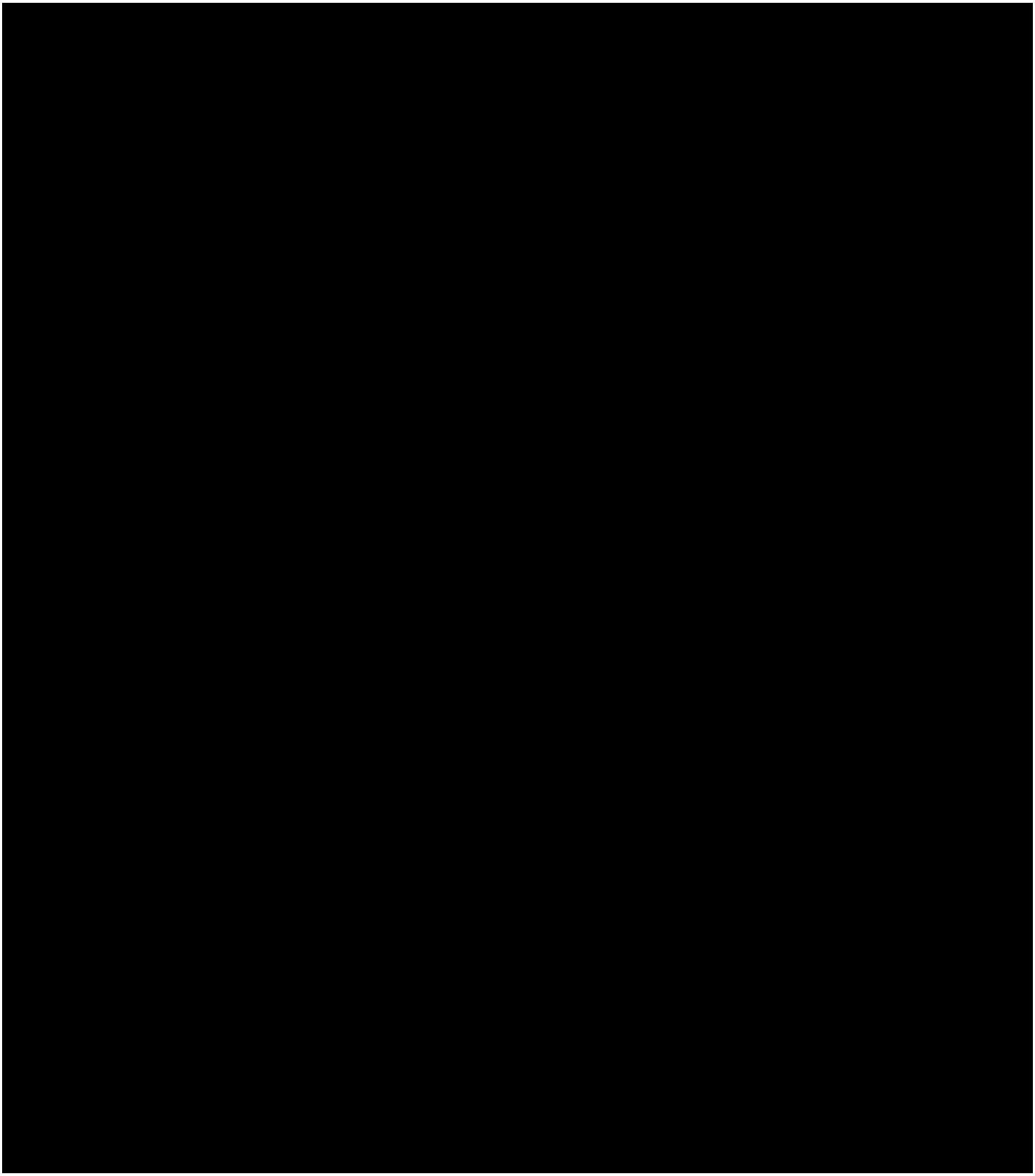
RESPONSE: All Smart Communications' inmate communication services are administered via the SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard's unified and fully integrated design provides authorized facility users with access to all inmate communication service monitoring, reporting, data sharing and investigative tools in one place, with a single login. Authorized users can use any PC with a modern browser and active Internet connection to access and utilize the SmartEcosystem™ Dashboard.

SmartEcosystem™ Dashboard Main Menu|



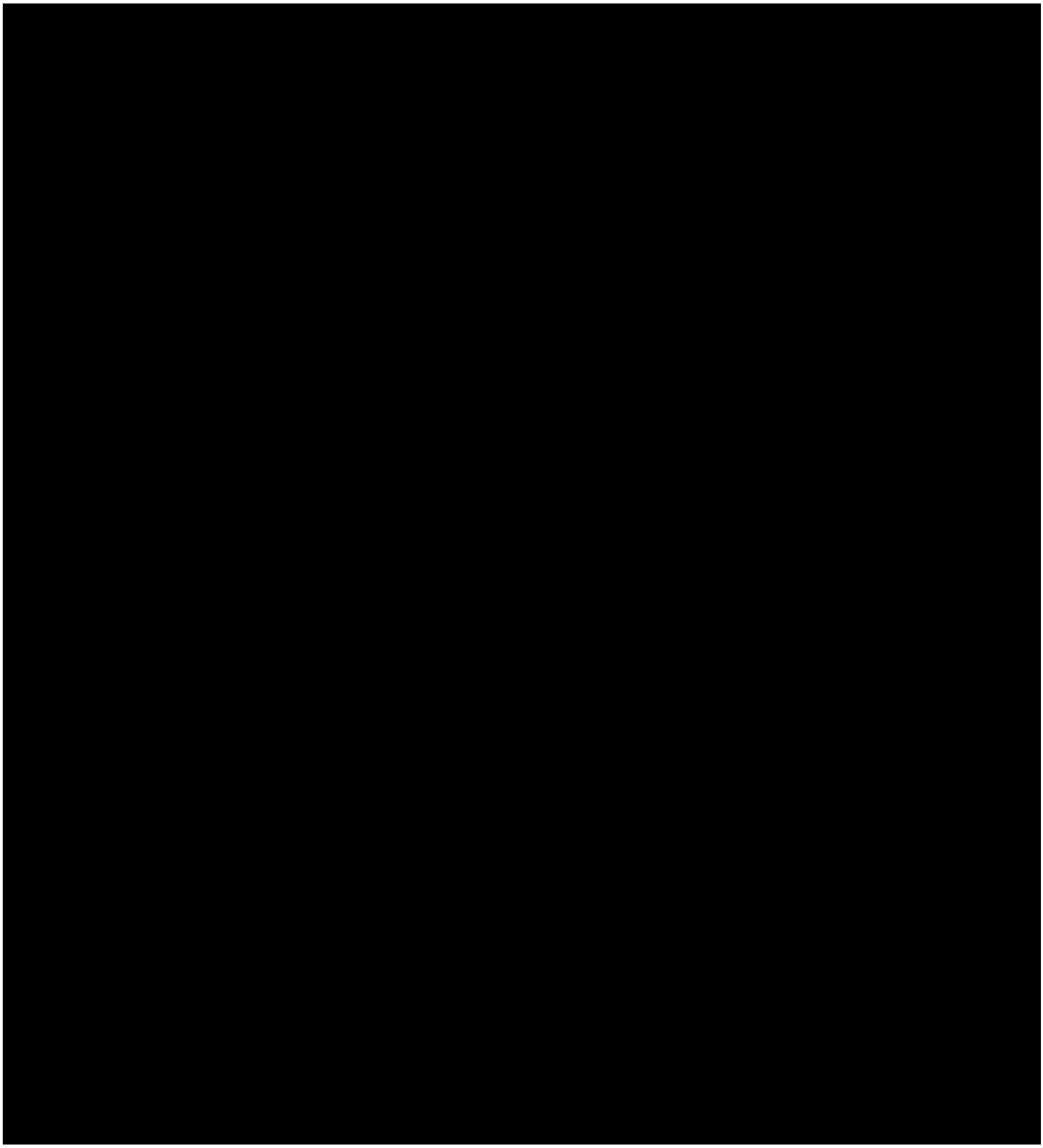
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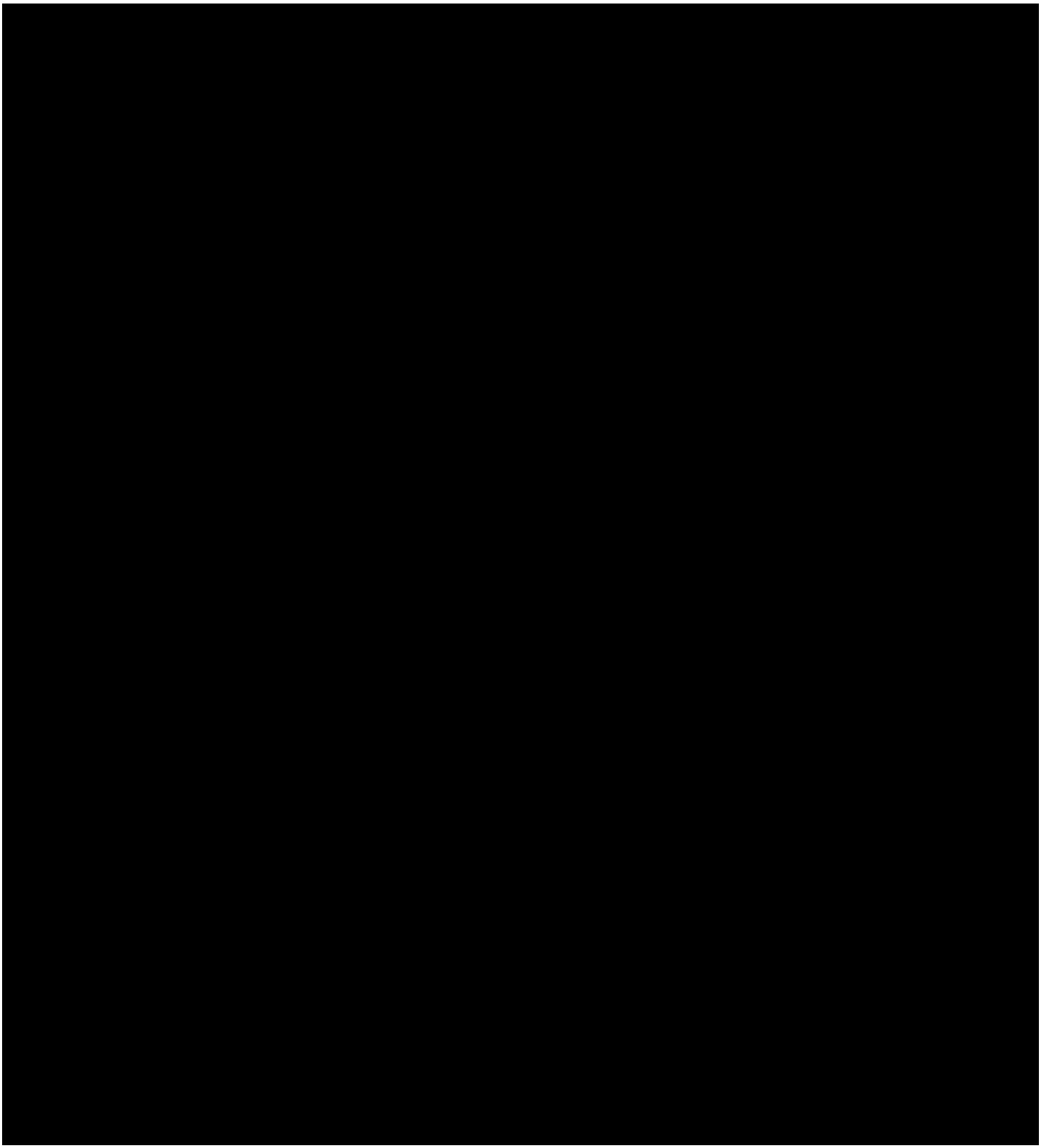
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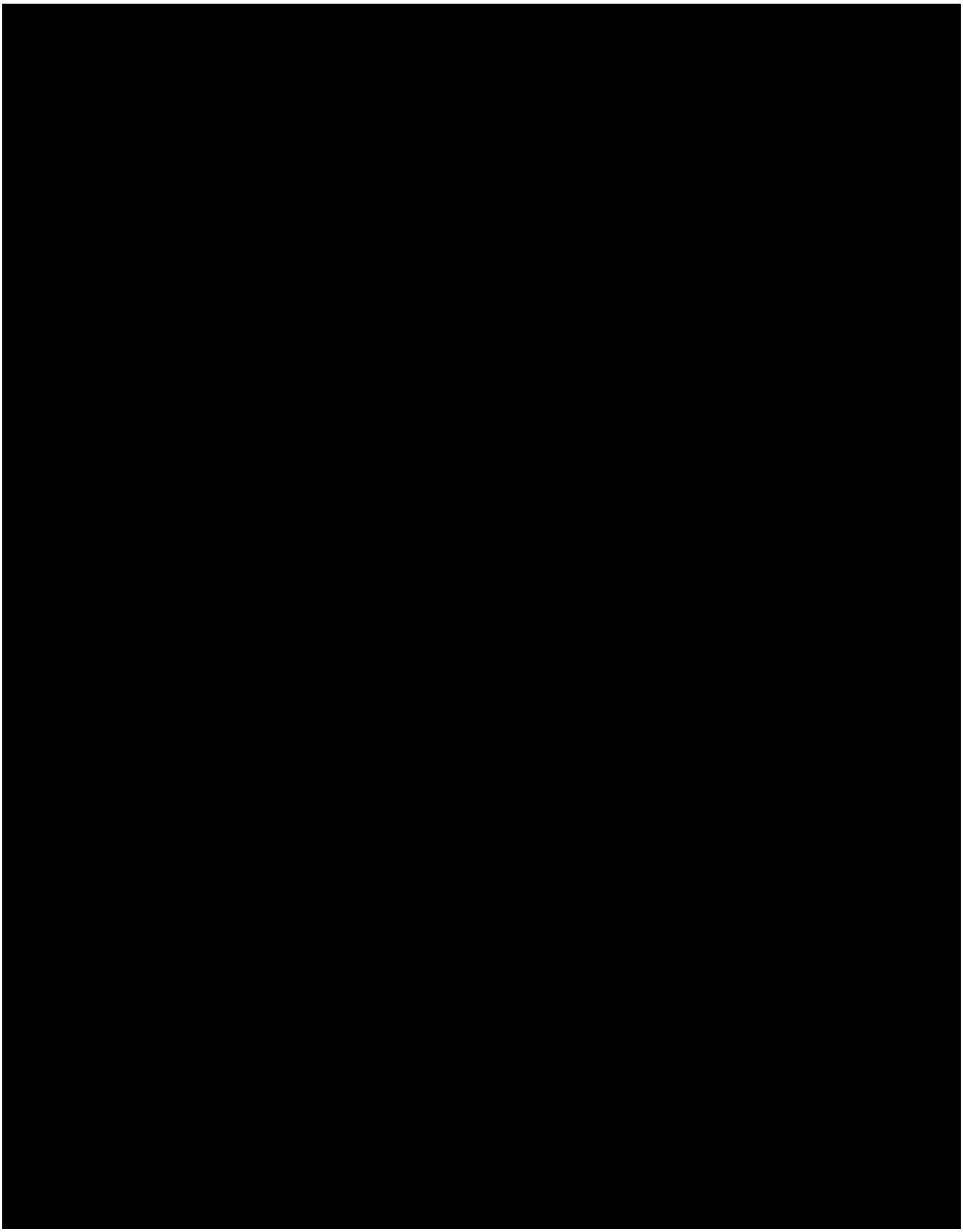
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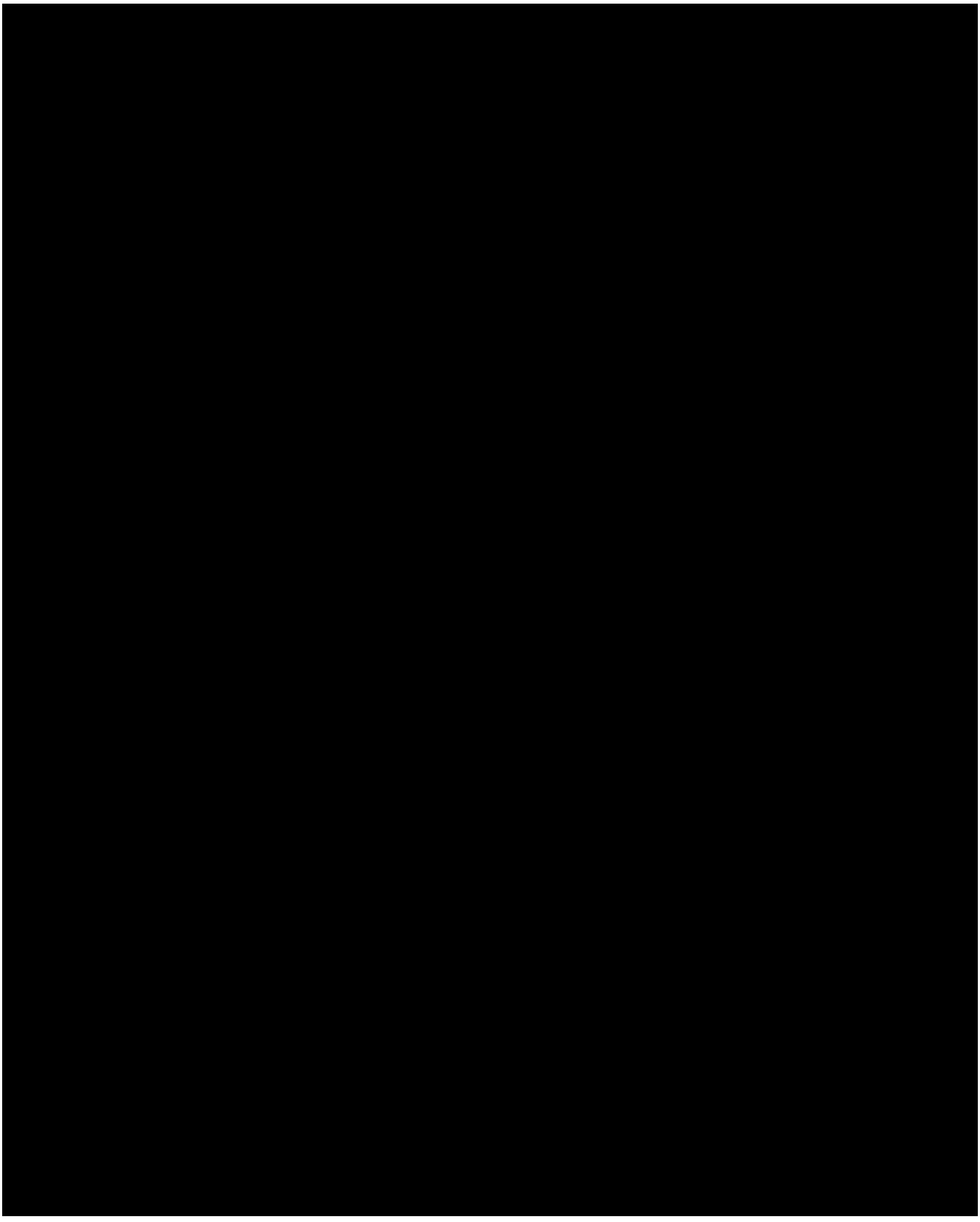
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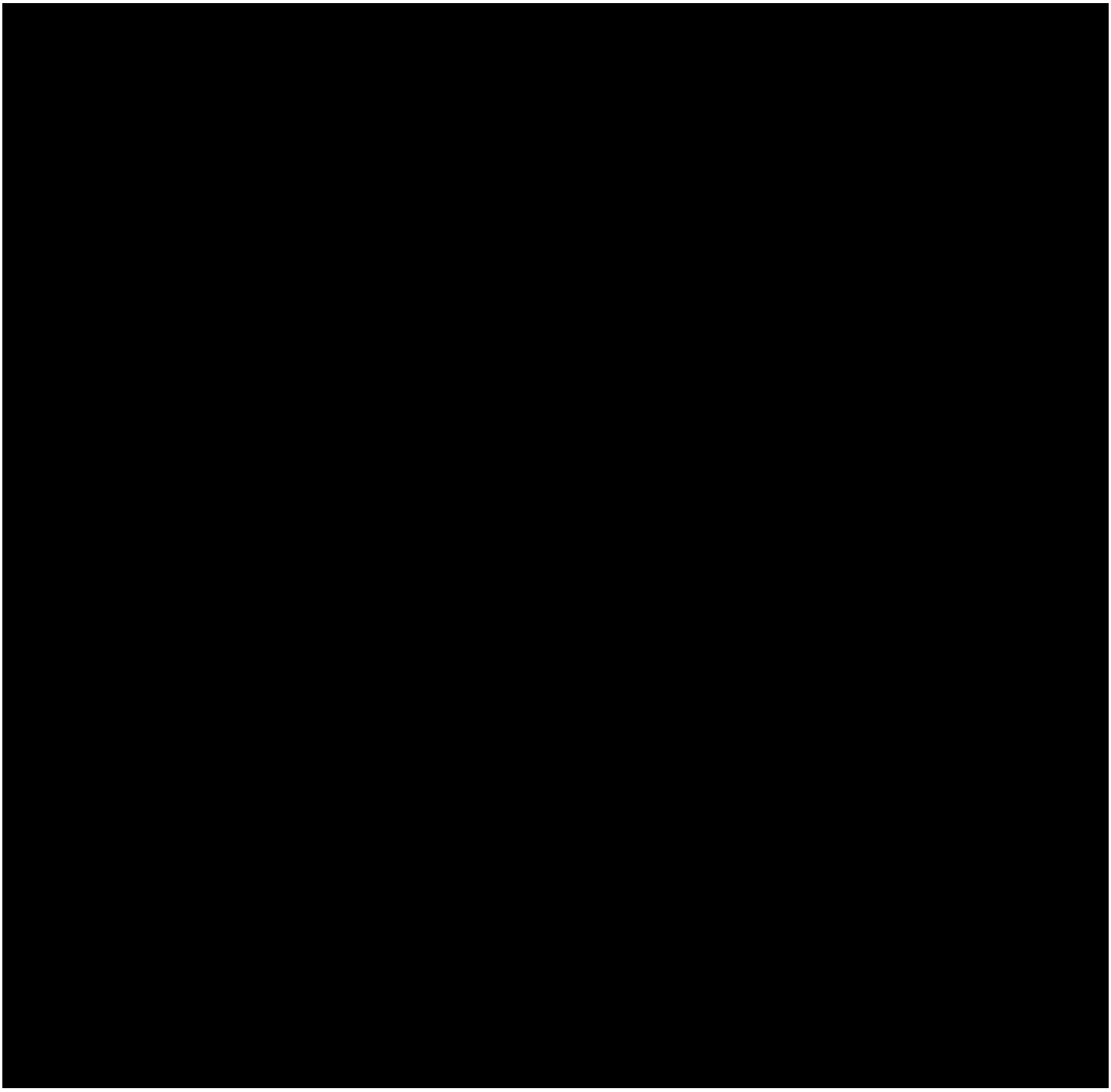
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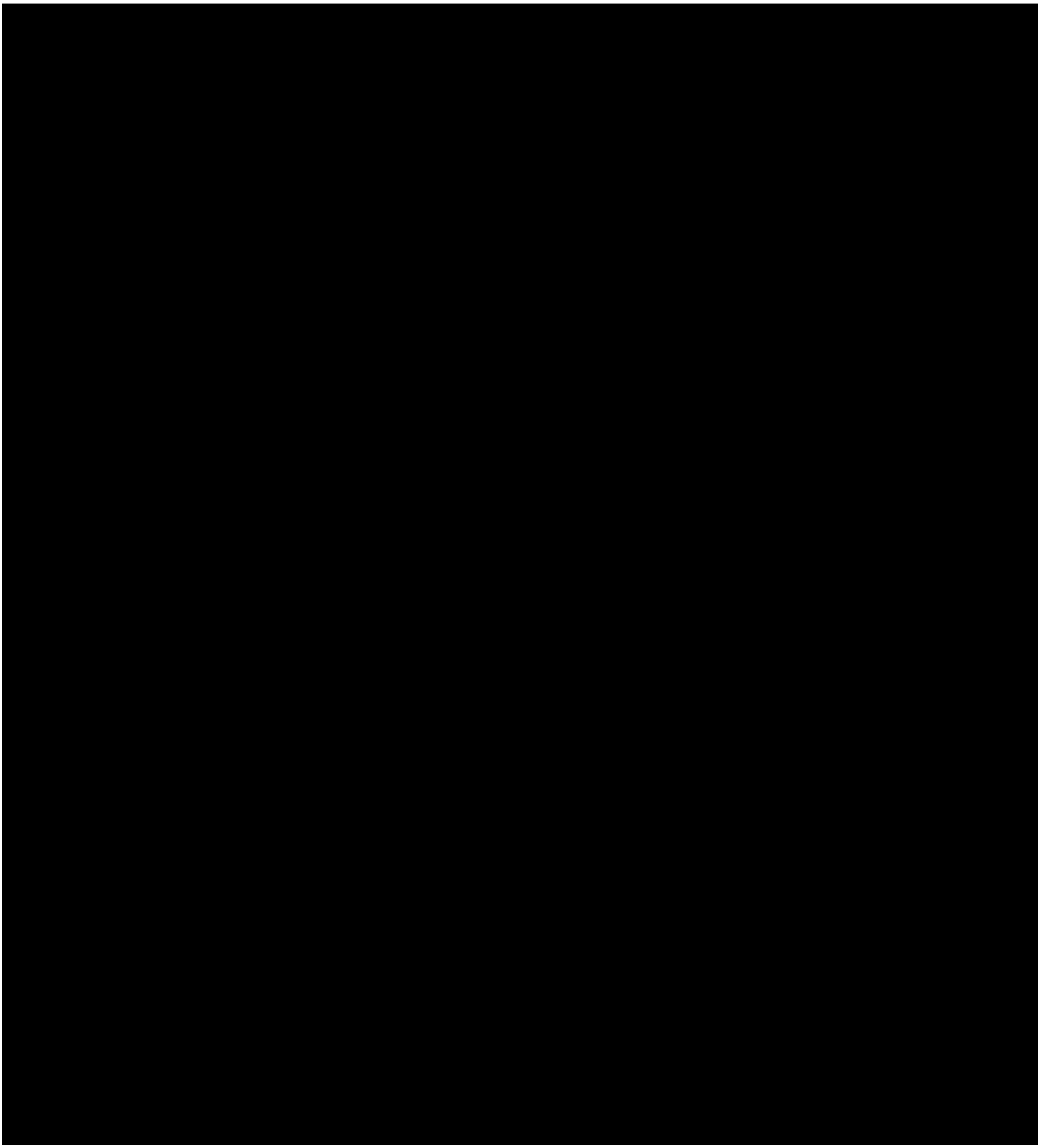
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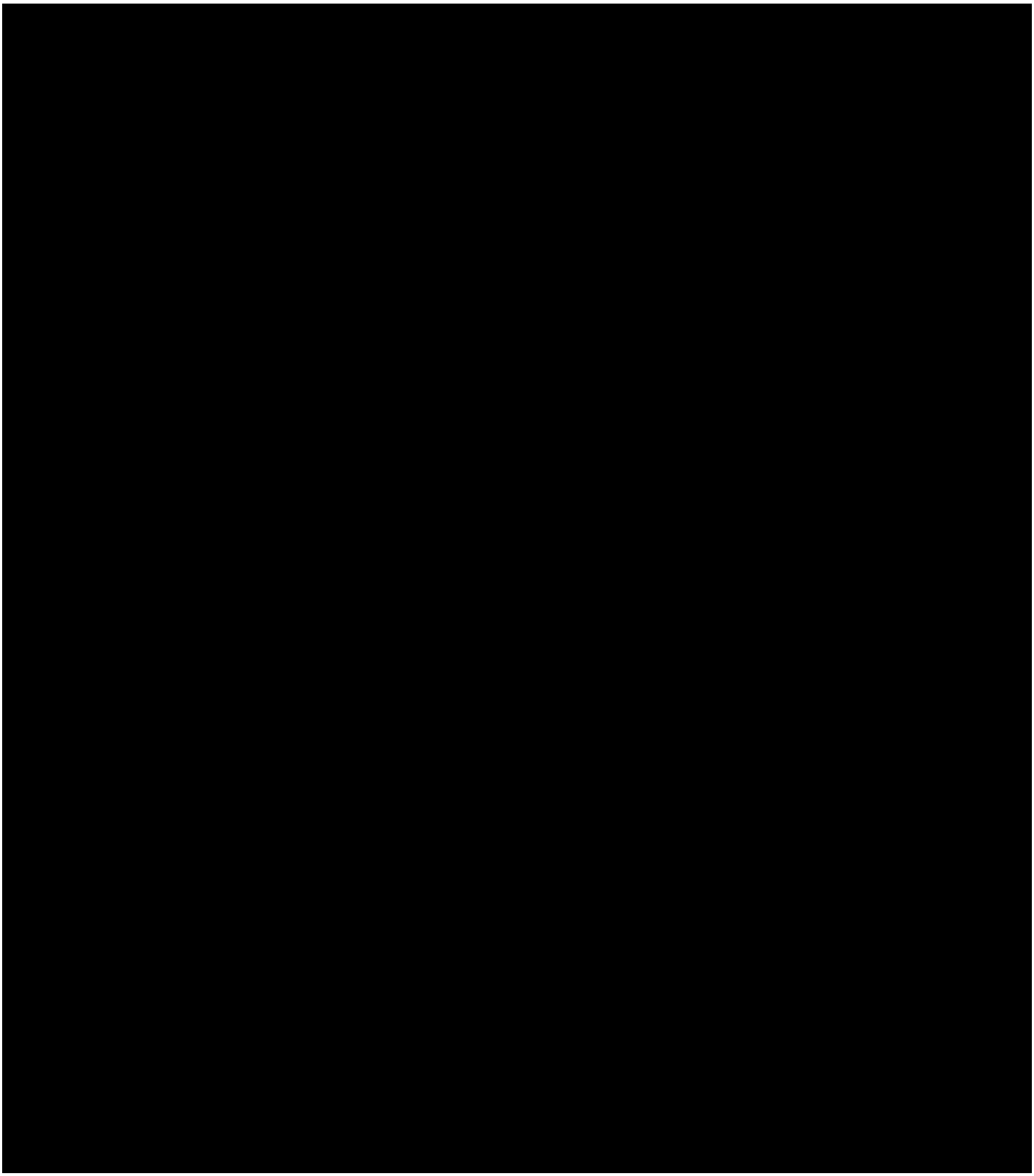
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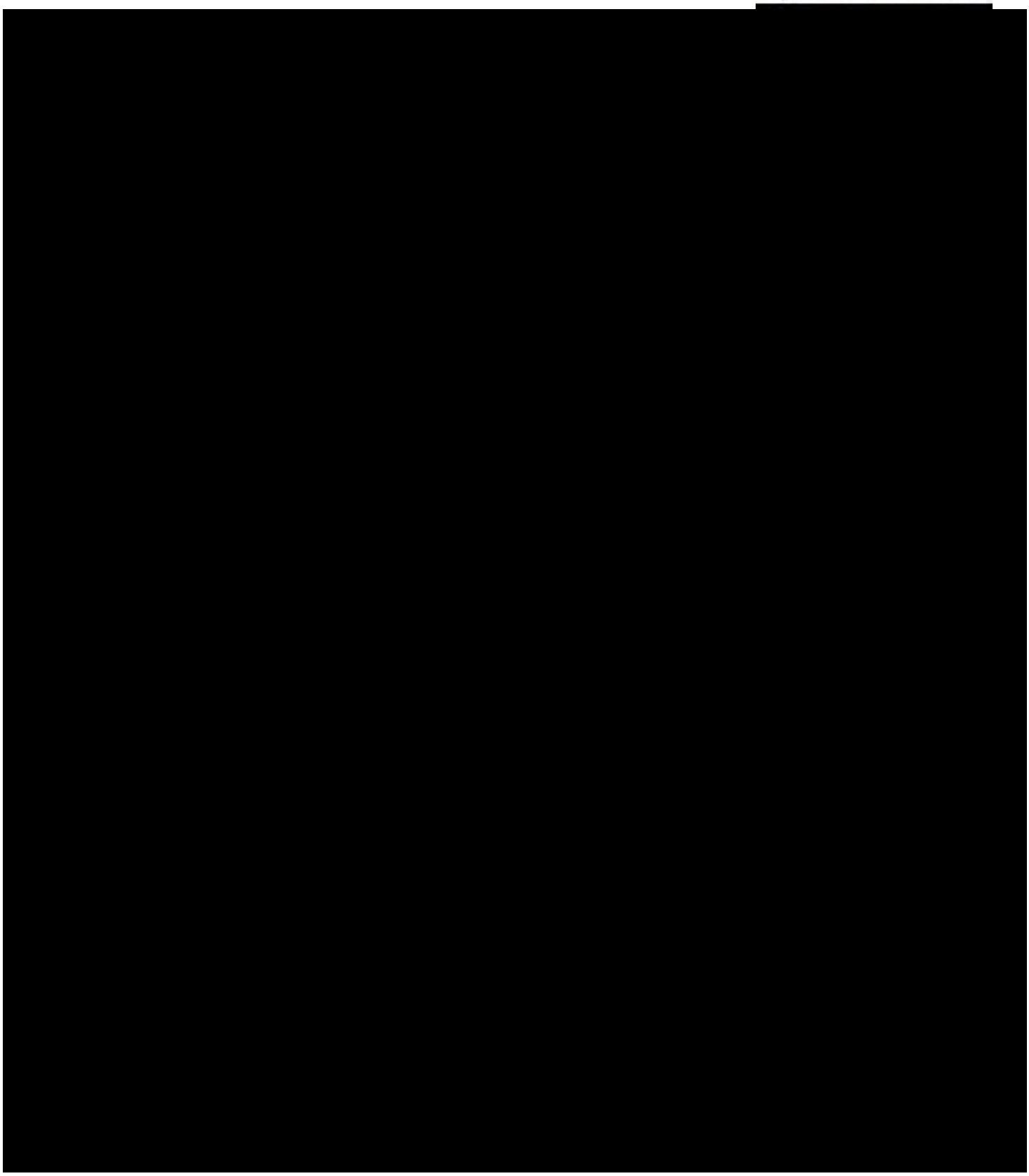
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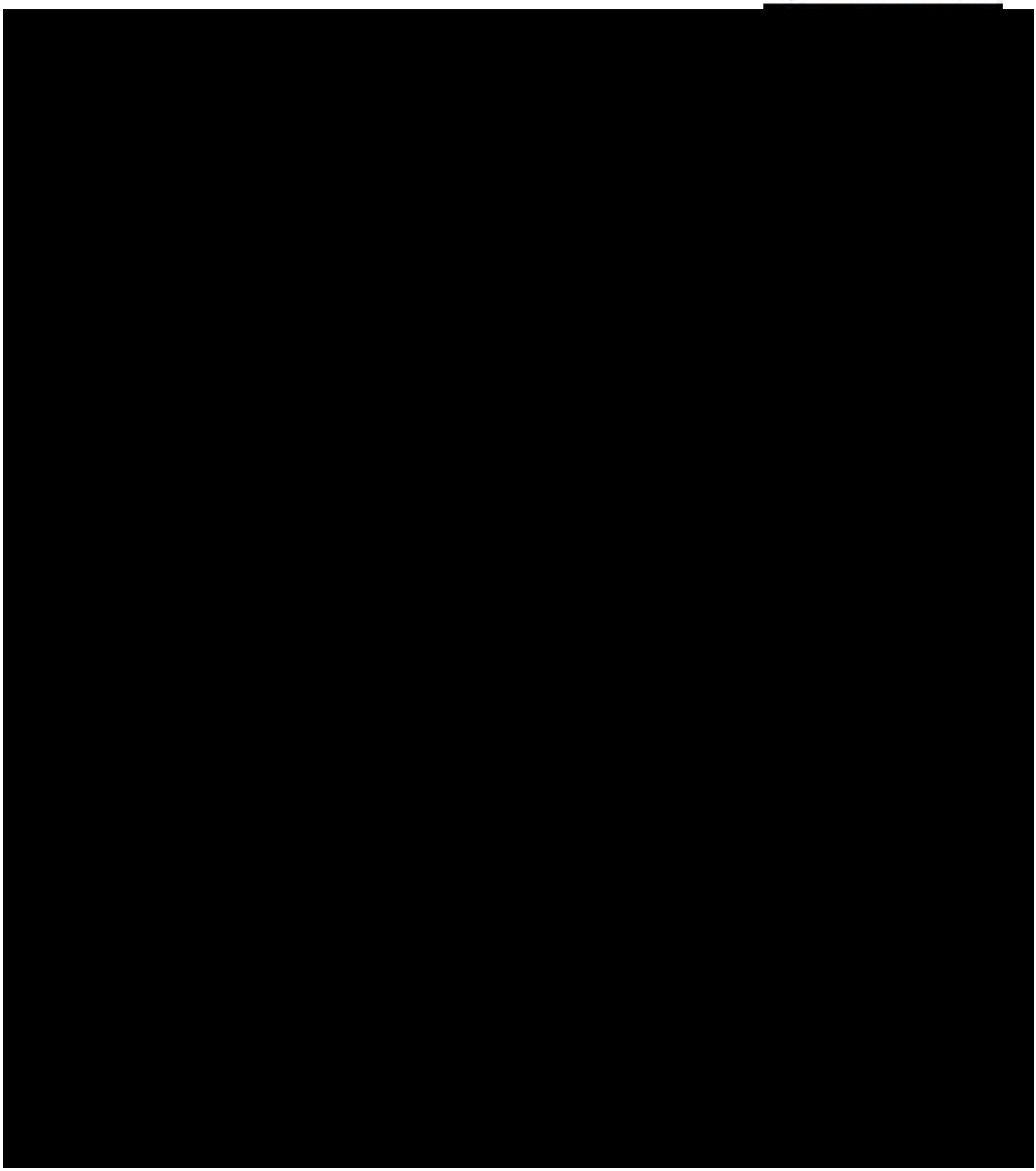
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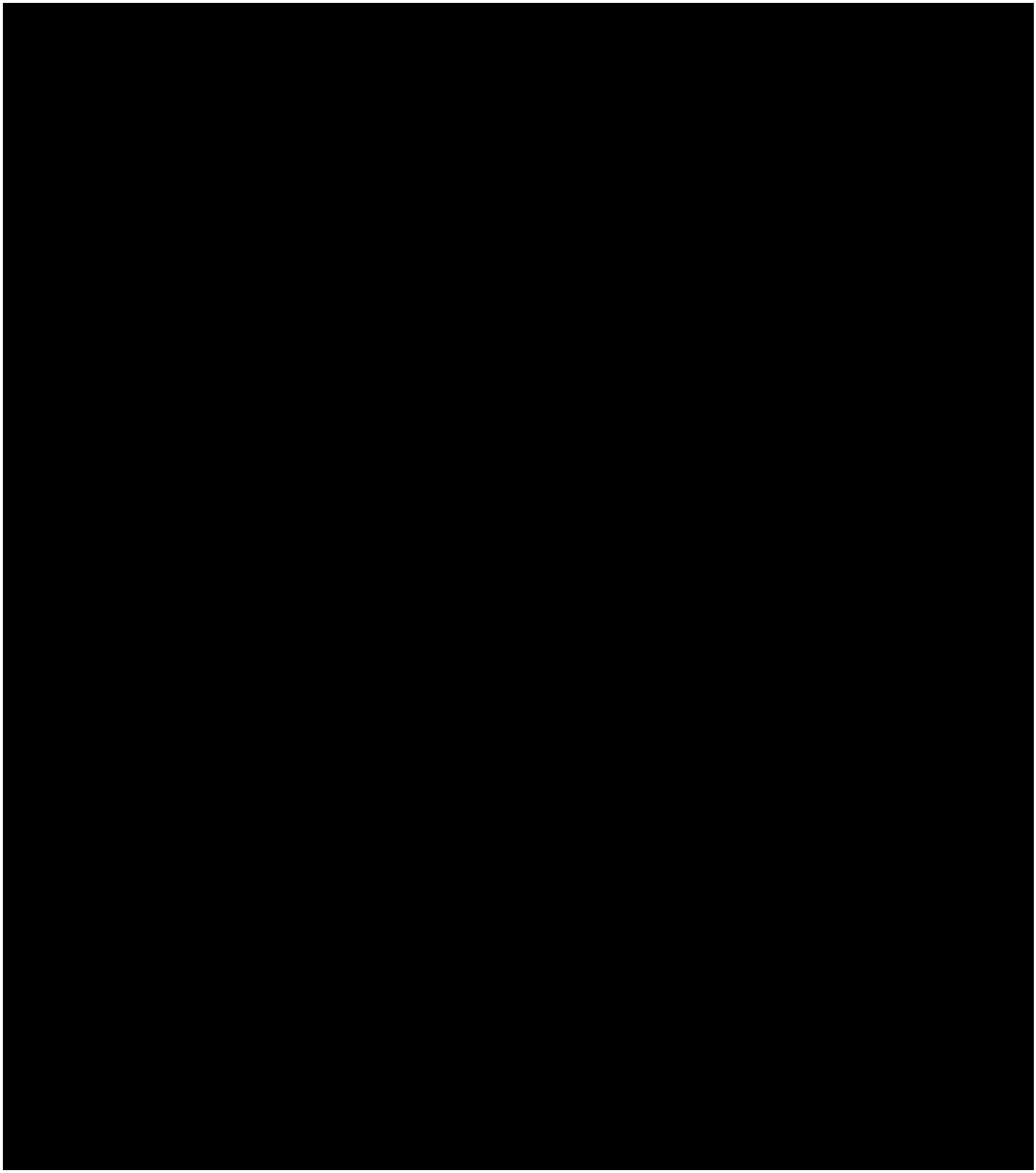
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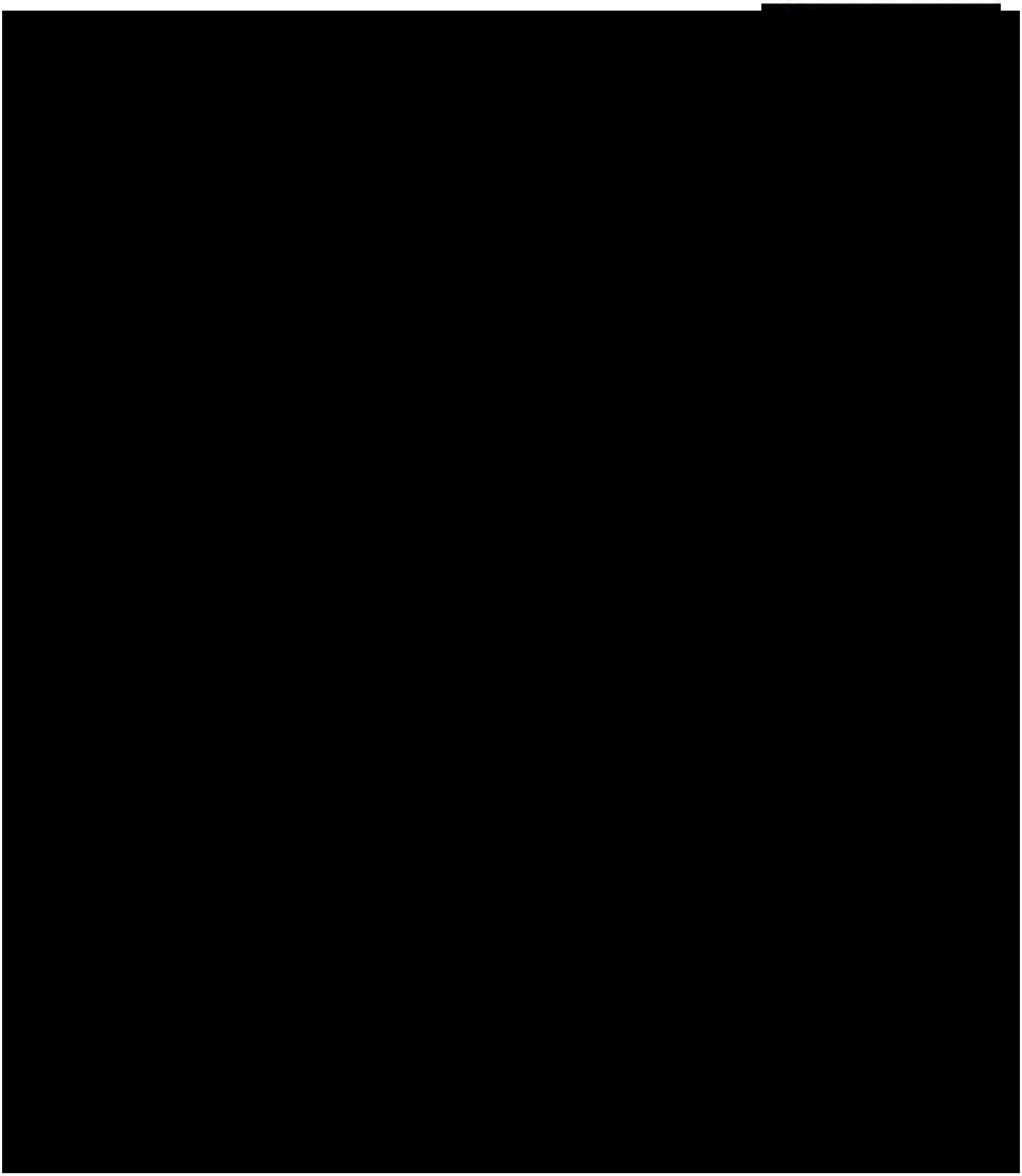
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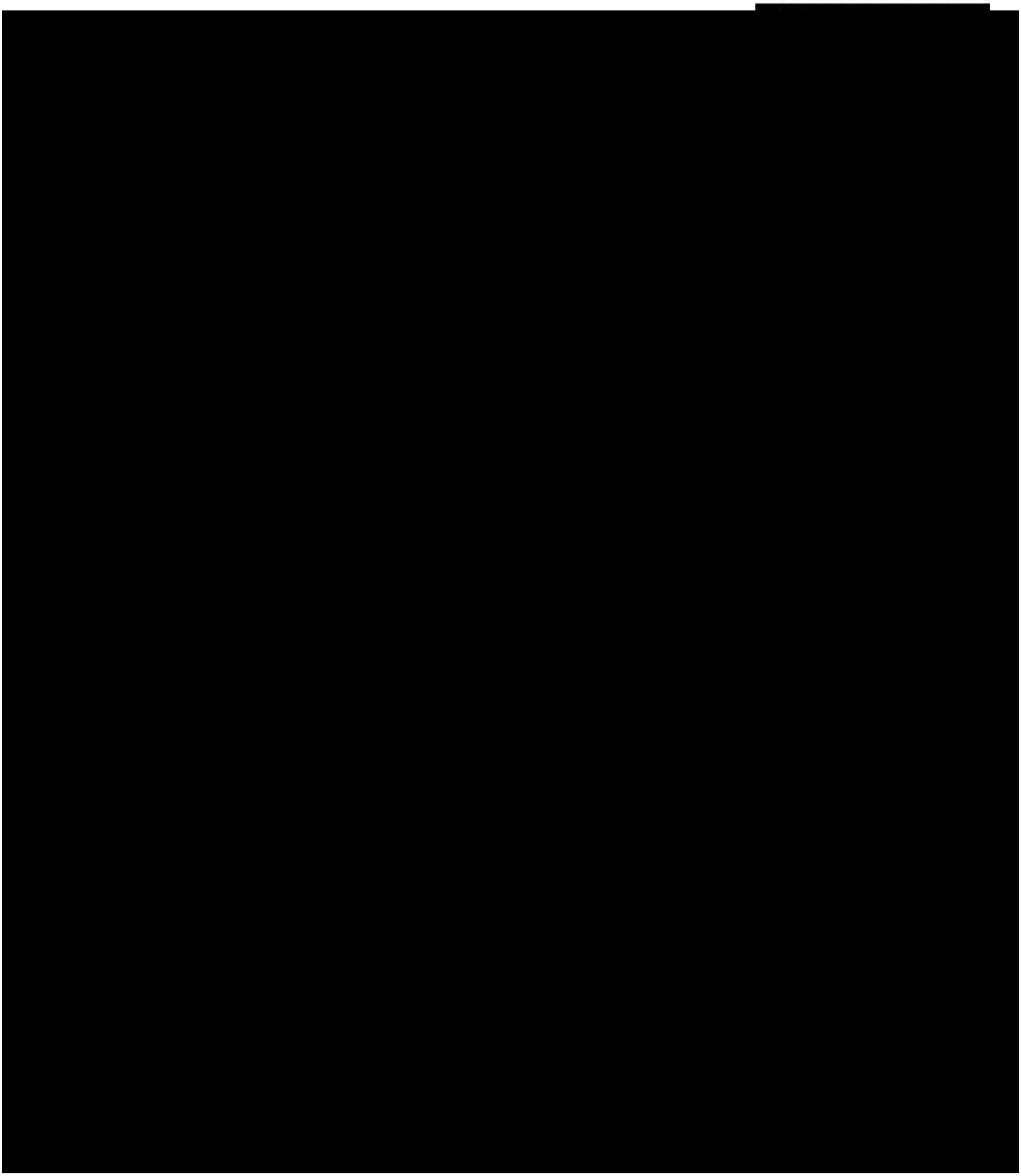
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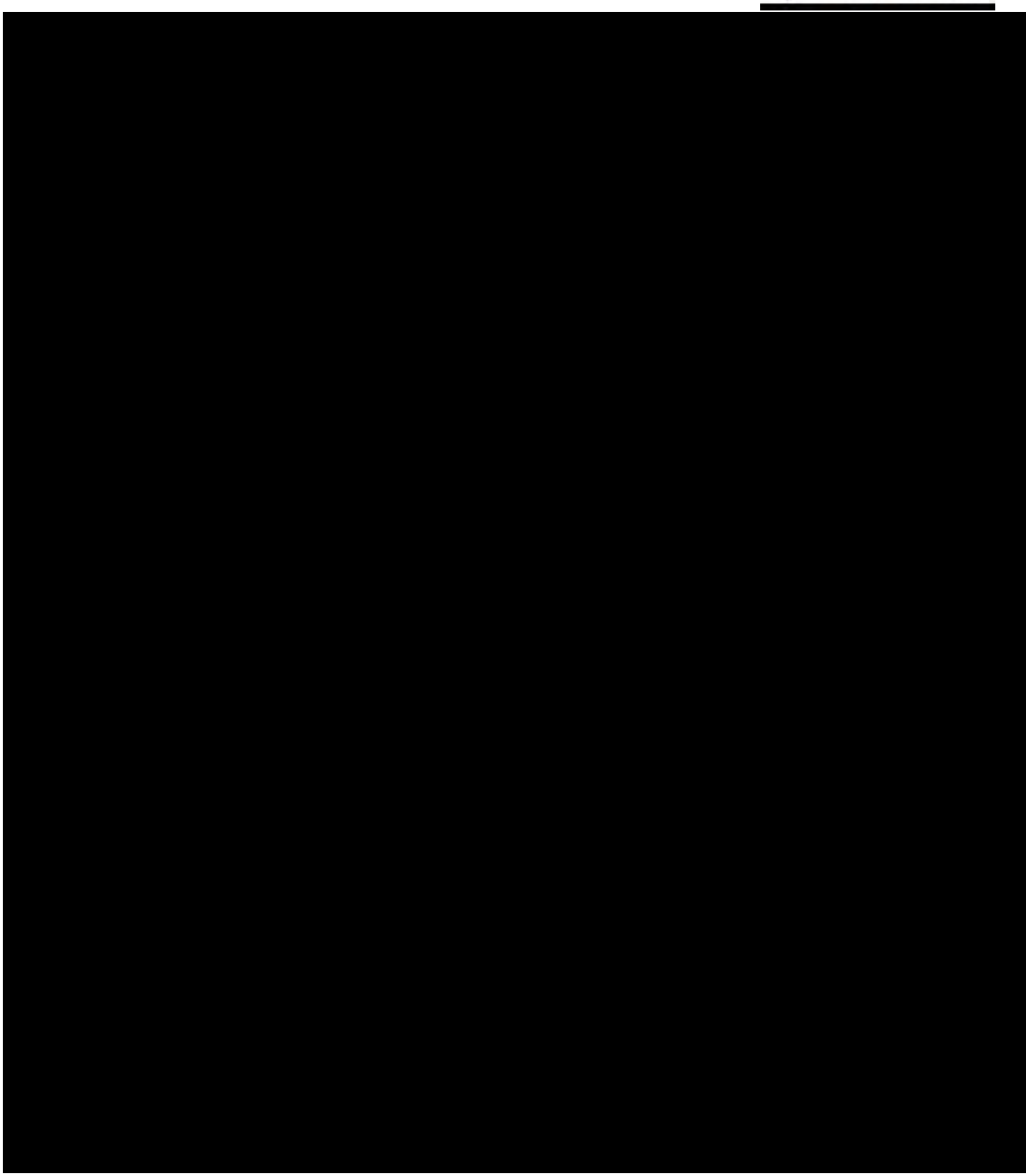
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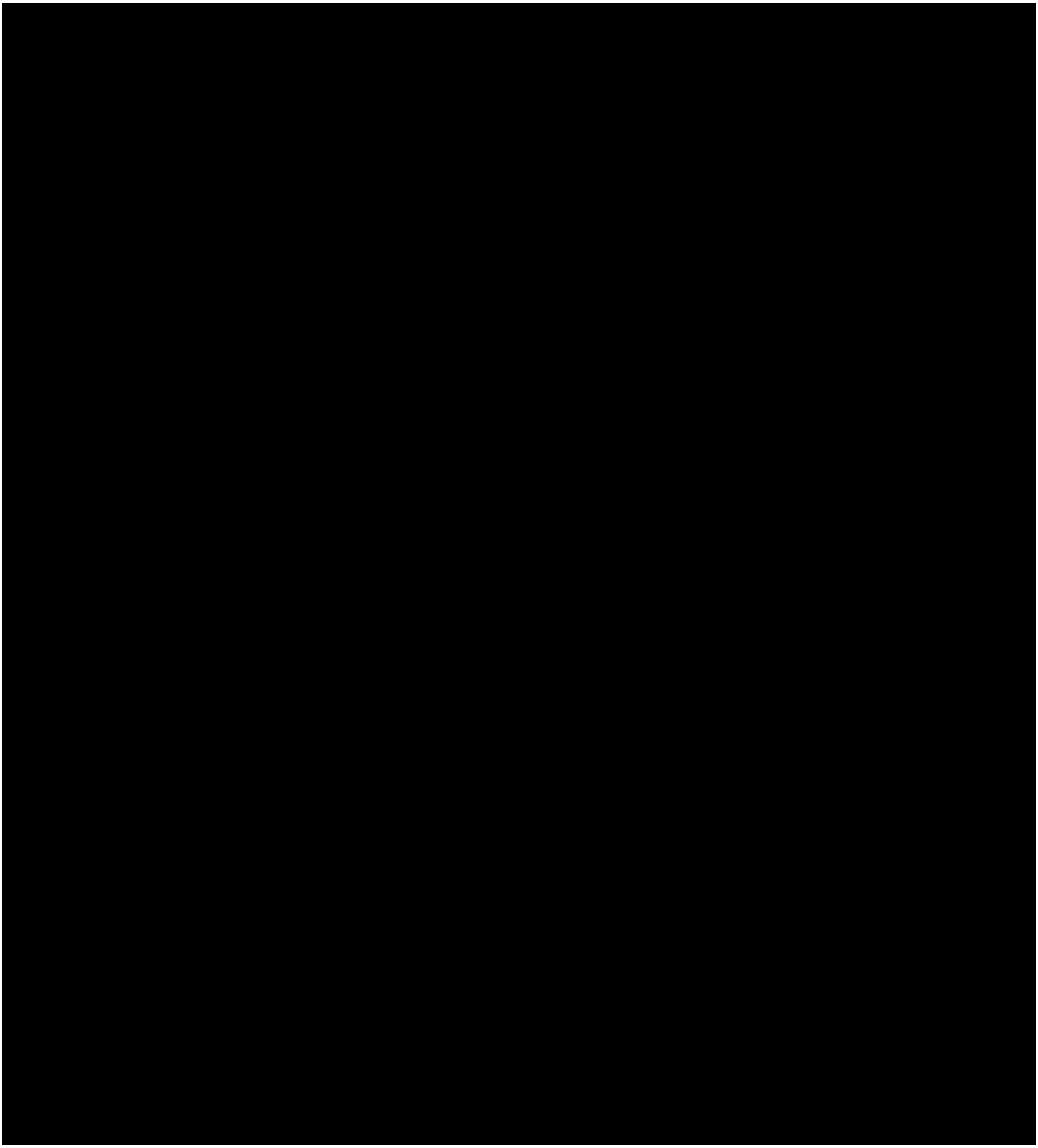
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5.0 SCOPE OF WORK

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract price. However, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

RESPONSE: We anticipate that Smart Communications employees will perform 100% of work tasks for the County and 0% will be performed by subcontractors.

SCOPE OF WORK includes, but is not limited to, the following:

5.1. Telephone System for Incarcerated Individuals and Youth

5.1.1. General Requirements

5.1.1.1. Contractor shall be responsible for the billing and collection of all completed Incarcerated Individuals/Youth Collect, Prepaid, and Debit calls in accordance with current FCC and CPUC approved tariff rates.

RESPONSE: Acknowledged and agreed.

5.1.1.2. Contractor shall provide capability for Collect, Prepaid, and Debit calls.

RESPONSE: Confirmed. Smart Communications offers a variety of calling account and payment options to help inmates stay in touch with their family and friends. Our SmartEvo™ ITS supports the following calling account/payment options: Traditional Collect, Prepaid Collect, PIN Debit and Direct Bill. The SmartEvo™ ITS can also be programmed to provide the called party with immediate access to a live, Customer Care Center representative to assist with account setup when an inmate attempts their first call.

Traditional Collect
Depending on the family or friend's local telephone service provider, they may be eligible to pay for collect calls from inmates. Collect call attempts are authenticated using real-time LIDB validation to determine if the call can be billed by the called party's local telephone service provider. If collect calls can be billed, their charges will appear on the called party's telephone bill. If a collect call is rejected by the validation process or has exceeded the monthly collect call threshold, the called party has the option of setting up a Prepaid Collect account.

Prepaid Collect and PIN Debit
Prepaid Collect (PPC) is the best solution if an inmate's family or friend cannot receive collect calls or wants to control how much they spend on receiving inmate phone calls. Funds deposited into a PPC account allow family or friends to pay for collect phone calls they receive from an inmate in advance.

PIN Debit is an inmate-owned prepaid phone account. A PIN Debit account allows an inmate to pay for phone calls they make in advance so there is no cost to the called party. Funds may be deposited into a PIN Debit account by inmates' family members or friends, or by an inmate initiating a commissary account funds transfer.

Unlike a PPC account, a PIN Debit account is owned by the inmate and is therefore not restricted to calling the telephone numbers specified by a family member or friend. PIN Debit account funds may be used by inmates to pay for calls to any County-approved telephone number they choose.

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Public users can make PPC or PIN Debit account deposits in the following ways:

- Customer Care Center (Live Operators): 888-843-1972
- Interactive Voice Response (IVR): 888-843-1972
- Online: www.SmartInmate.com
- On-site deposit kiosk (if installed)
- Western Union or money order

Direct Bill

Direct Bill is an option designed specifically for customers such as bail bondsmen and other organizations that typically don't accept credit card payments. An organization interested in setting up a Direct Bill account may do so by contacting our Customer Care Center at 888-843-1972.

5.1.1.3. Contractor shall generate and process Personal Identification Numbers (PINs) within the next best real-time (less than 2 minutes) to update system for Incarcerated Individuals/Youth to begin making calls. Contractor shall describe its PIN generation and processing and include length of time to generate or obtain a PIN.

RESPONSE: Confirmed. The use of Personal Identification Numbers (PINs) is an integral part of the proposed SmartEvo™ ITS. A unique PIN is assigned to each inmate, linking the inmate to a telephone account allowing them to make telephone calls. The PIN is created in real time at the time of booking and is disabled at the time of discharge.

The inmate's PIN must be keyed in by the inmate at the beginning of each telephone call. The PIN identifies the inmate making the call, allowing investigators to track calls made by the inmate. All PINs are logged for the purpose of tracking, regardless of whether a call was monitored or recorded.

The County can choose one of the following three primary modes of PIN operation to a single phone or group of phones in a facility:

1. **Open PIN**: An "*Open PIN*" has no inmate-specific calling restrictions. Calls made by an inmate with an "*Open PIN*" are regulated only by global restrictions that apply to all inmate calls (e.g., blocked numbers, maximum call duration, etc.). For example, an "*Open PIN*" allows the inmate to call any number other than those globally blocked for all inmates. In this case, the PIN serves to identify the inmate caller for investigative and other purposes.
2. **Restricted PIN**: A "*Restricted PIN*" has inmate-specific restrictions assigned. Personal restrictions that can be assigned include personal allowed numbers (PANs) and personal blocked numbers. At the County's discretion, an inmate's personal restrictions can over-ride certain global restrictions.
3. **Closed PIN**: A "*Closed PIN*" is one that is suspended or deactivated for disciplinary or other reasons. The "*PIN Lock-Out*" feature of the SmartEvo™ ITS is used to block the inmate from making calls for a specified period of time, after which the system automatically reactivates the PIN. During the lock-out period, the system will not process a call attempt initiated with the suspended PIN. A deactivated PIN will remain deactivated until the specified reactivation date or manually reactivated by authorized staff.

The SmartEvo™ ITS provides a flexible suite to facilitate interfacing with third party systems such as JMS, OMS and inmate trust applications. With support for real-time modern SOAP and Restful Web Services, legacy flat file support, including data translation and mapping tools, and over 30 years of experience, nearly any interface can

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be achieved by our Network Operations Center (NOC) team. The SmartEvo™ ITS can be interfaced at multiple points in your daily workflow and allow automatic updates of the following:

- Automatic PIN Phone account creation during the booking process
- PIN Enable and Disable for release to court or other temporary inmate transfers
- Automatic housing relocation tracking
- Instant PIN Phone account deposits and credits

5.1.1.4. Contractor shall have the capability to allow an Authorized Call list or Personal Allowed Number (PAN) list that the Sheriff's Office and Probation Department, at its discretion, will have the flexibility of adding or deleting numbers with no minimums or maximums.

RESPONSE: The SmartEvo™ ITS can be configured to support various methods for the creation and management of inmate Personal Allowed Number (PAN) lists. All PAN list changes are reflected in the system in real time.

1. **Automatic PAN**: The first "***X***" quantity of telephone numbers called, as defined by the County, are automatically added to an inmate's PAN list. This PAN management method is popular as an inmate's PAN list is created on-the-fly, without the involvement of facility staff, thus allowing inmates to connect with their loved ones and legal counsel immediately.
2. **Inmate Managed PAN**: Allows inmates to manage all aspects of their PAN list, such as:
   - Adding a new telephone number
   - Reviewing new telephone number authorization status and all authorized numbers
   - Identifying their relationship with the party associated with the telephone number (i.e., mother, father, significant other, etc.)
   - Removing an existing telephone number
3. **Batch PAN Import**: A customized solution that allows for pre-existing and new inmate PAN lists with associated relationship details to be imported/mapped into the SmartEvo™ ITS without staff involvement.
4. **Facility Staff Manual PAN Entry**: Authorized facility staff receive and manually enter the telephone numbers inmates wish to add to their PAN lists. This method reduces the potential for harassment as facility staff are provided with an opportunity to vet each number before an inmate can place a call.





Regardless of which PAN list management method is used, authorized staff can add or remove telephone numbers in an inmate's PAN list at any time, and associate telephone numbers with specific inmate Personal

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Identification Numbers (PINs) via the SmartEcosystem™ Dashboard. Additionally, the SmartEvo™ ITS provides the called party with options to accept or reject the current call, or block all future calls to their number during the call setup process. If the called party rejects the call, the inmate will be informed of the reason. After a pre-defined number of rejected call attempts, the SmartEvo™ ITS will prevent future call attempts to the number.

The phone type (landline or cellular) associated with a called party's telephone number is automatically recorded in the SmartEcosystem™ Dashboard via our Line Information Database (LIDB) interface.

The SmartEvo™ ITS can be configured to allow or disallow attorney telephone numbers to be counted in an inmate's PAN list.

5.1.1.5. The Sheriff's Office and Probation Department will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls. Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no- answers, etc.).

RESPONSE: Acknowledged and agreed.

5.1.1.6. Contractor shall provide two complete (2) System Administrative Console or Workstations onsite for the Sheriff's Office and two (2) complete System Administrative Consoles or Workstations onsite for the Probation Department at no charge. Each Workstation shall include a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.

RESPONSE: Acknowledged and agreed.

5.1.1.7. The Workstations shall include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers. Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of Incarcerated Individuals/Youth calls. Contractor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the Incarcerated Individual and Youth Telephone System.

RESPONSE: Acknowledged and agreed.

5.1.1.8. At the request of the Sheriff's Office and/or Probation Department, Contractor shall replace any or all Workstation-related components to be received no more than ten (10) calendar days, should equipment be determined by the Sheriff's Office and/or Probation Department as outdated and/or inefficient.

RESPONSE: Acknowledged and agreed.

5.1.1.9. Contractor shall be responsible for paying for and installing any additional physical plant requirements for the Incarcerated Individual and Youth Telephone System (power, security, data, cabling, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.1.10. Contractor shall be responsible for obtaining, developing, and implementing the interface requirements (i.e., with Jail Management System, Commissary) required to implement the telephone system and associated services (i.e., PINs, Debit, Interactive Voice Response, etc.). Contractor shall bear all costs of

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required interface(s). Contractor shall be responsible for any and all costs incurred in conjunction with the implementation of the Telephone System, Services, and Features.

RESPONSE: Confirmed. The Smart Communications' technologies, services and SmartEcosystem™ Dashboard feature flexible architecture that is designed to accept various data formats, allowing them to easily interface with JMS, Commissary, Inmate Accounting and other Jail systems the County currently uses. These interfaces provide tremendous value as they automate information flow, ensuring data remains consistent between systems, while simultaneously reducing staff data entry burden.

Interfaces will specifically be established to allow individuals to purchase pre-paid telephone time for inmates to use on the SmartEvo™ ITS. Information received from third party vendors on purchased debit calling time will be credited and applied to the inmate's account when used. Additionally, the interface will provide a standard mechanism which will allow unused prepaid ITS funds to be transferred to the inmate's trust account upon release.

All interfaces will be translated, mapped and established by Smart Communications' Engineering team during project implementation at ***no cost*** to the County.

5.1.1.11. Provide a detailed Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the Request for Proposal preceding and/or following a natural or human-induced disaster.

RESPONSE: Acknowledged. Please refer to ***Section 2***, ***#8.2.2.4 Disaster Recovery Plan*** for details.

5.1.1.12. At no cost to Sheriff's Office and Probation Department, Contractor shall move or remove telephones, as well as install additional telephones and monitoring and recording equipment as needed.

RESPONSE: Acknowledged and agreed.

5.1.2. System Requirements

5.1.2.1. Contractor's system must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC- based networks, mainframes, or other platforms, providing secure anytime, anywhere access. Contractor shall be responsible for any interface costs or upgrades with the Commissary and Jail Management Systems, and any other costs incurred in conjunction with implementing the system and its features.

RESPONSE: Acknowledged and agreed.

5.1.2.2. Contractor's system shall permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for Incarcerated Individuals/Youth use for the purpose of placing phone calls through this system. The Telephone System shall provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, and Debit) and Call Type (local, intra-LATA,

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inter-LATA, Interstate, International). Contractor's automated operator telephone system shall also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.

RESPONSE: Confirmed. Smart Communications' SmartEvo™ ITS supports outgoing local, domestic and international call capabilities for inmates to stay in touch with their family and friends using a variety of payment methods. The SmartEvo™ ITS processes all calls in the same manner regardless of call type or payment method. All calls originating at the facility are processed with an automated operator with no need for any assistance from a third-party. All calls are subject to the same restrictions and functions, including monitoring, recording and on-site reporting.



5.1.2.3. Post-Dial delay shall not exceed 15 seconds, and billing shall start after voice recognition has been verified and the called party has accepted the call.

RESPONSE: Acknowledged and agreed.

5.1.2.4. The system shall have the ability to provide, print, download and e- mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN/PAN, phone, number dialed, time/date, duration, call type, call status, etc., by Sheriff's Office and Probation Department staff.

RESPONSE: Acknowledged and agreed.

5.1.2.5. The system shall have the capability of reverse lookup of phone numbers called to provide call detail. Provide a detailed description of your reverse lookup capability.

RESPONSE: Confirmed. Smart Communications tracks all caller and recipient information in our database. Authorized staff can view statistics and generate a variety of reports with this data to show common connections, shared connections, common callers and other details regarding call activity via the SmartEcosystem™ Dashboard.

To further aid in investigations, the SmartEcosystem™ Dashboard also includes a "best known name and address" feature, which can query internal client databases to locate the "best known name and address" associated with the phone number called by an inmate. If located, the address will be displayed on a map. The call details associated with the calls can be viewed from the same screen.

5.1.2.6. The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.

RESPONSE: Confirmed. The technologies, services and networks deployed by Smart Communications are maintained by our in-house Network Operations Center (NOC). Our NOC remotely monitors network health, security and other factors that impact network performance 24/7/365 to ensure 99.9% uptime. Proactive monitoring allows our NOC to anticipate and identify potential sources of service degradation or interruption before they become a problem. If an issue is anticipated or has been identified, our experienced NOC personnel take immediate corrective action. If our NOC is unable to resolve the issue remotely, the facility will be notified.

5.1.2.7. The system shall provide full Key Word Search feature that maintains a high level of accuracy (no less than 75% accuracy) as well as adaptability for new updates. The feature shall also automatically transcribe flagged calls and transcribe all other calls including calls on demand using "key word" and "key phrase words" search. Describe in detail your key word and key phrase words search feature, its accuracy, and its capabilities

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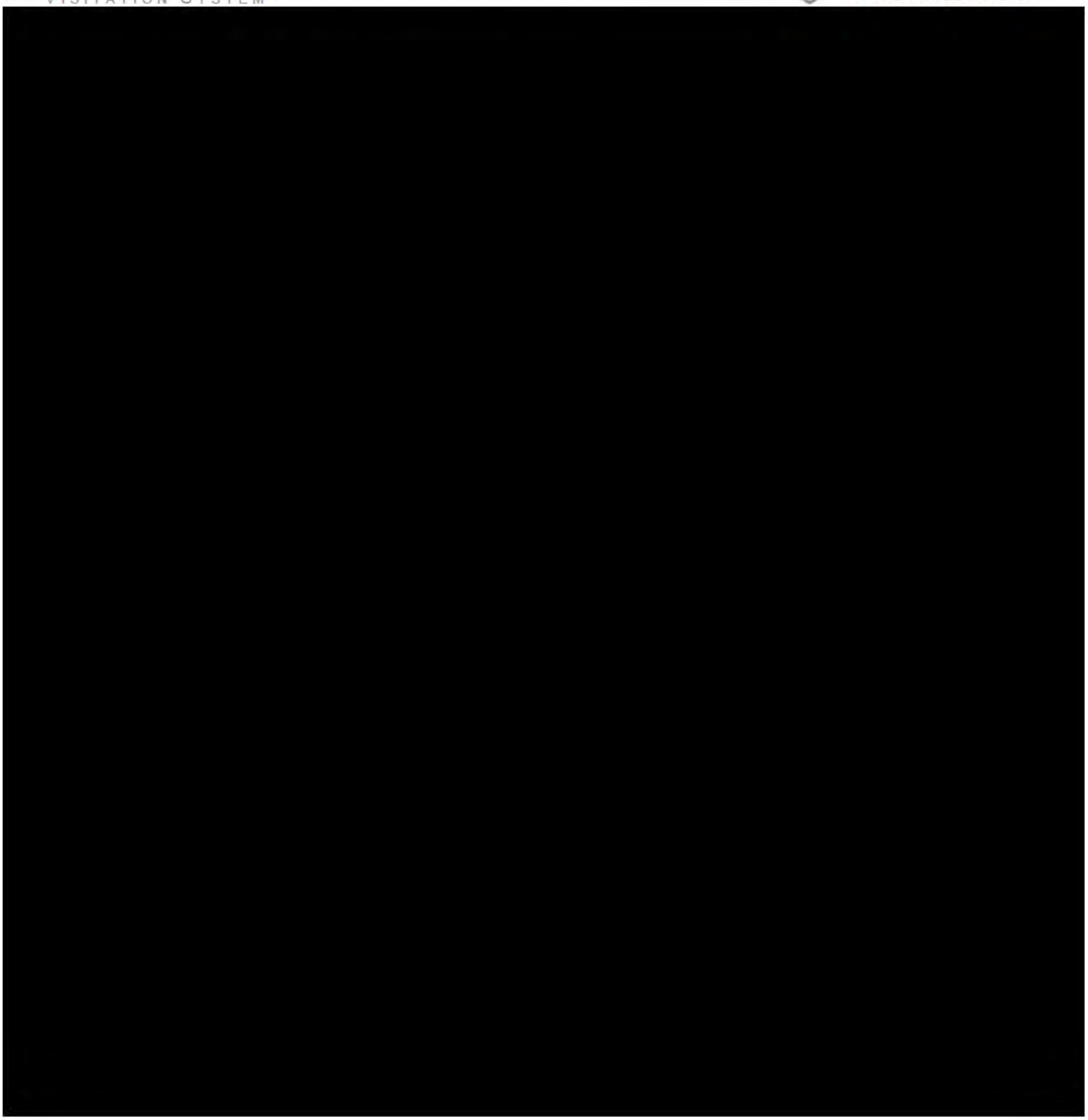
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including but not limited to sending phrases with context and exact time on the recording to designated recipients.

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5.1.2.8. The system shall provide Interactive Voice Response (IVR) in English and Spanish at a minimum. IVR shall provide the caller with information including but not limited to:

- **5.1.2.8.1. Specific Incarcerated Individual/Youth information, including charges and booked dates**
- **5.1.2.8.2. Facility Address**
- **5.1.2.8.3. Depositing money in Incarcerated Individual's/Youth's account**
- **5.1.2.8.4. Mail Restrictions**
- **5.1.2.8.5. Property Releases**
- **5.1.2.8.6. I-Care package Options**
- **5.1.2.8.7. Phone System**
- **5.1.2.8.8. Connect to Live Person**

RESPONSE: Acknowledged and agreed.

5.1.2.9. The system shall be a true web-based system. The system shall support and interface with web services, integrating Web-based applications using open standards.

RESPONSE: Confirmed.

5.1.2.10. The system's current commonly used browser shall be in web format. It must be true web-based with nothing being installed on the local computer. Contractor shall be willing and able to make system changes to better support the needs of the Sheriff's Office and Probation Department. The proposed system shall operate independently from the Sheriff's Office's and Probation Department's Wide Area Network (WAN) and/or Local Area Network (LAN).

RESPONSE: Confirmed. Authorized users can access all administrative and reporting functions for the proposed system via our secure, web-based SmartEcosystem™ Dashboard from any computer with an internet connection. No software installation is required. Smart Communications will provide an independent network to support the proposed services and make any customizations needed.

5.1.2.11. The system's browser shall have no plug-ins.

RESPONSE: Confirmed.

5.1.2.12. The desired Telephone System phone calls must be capable of being monitored, recorded, and archived (for five years), with the exception of calls made to criminal defense attorneys, including the Monterey County Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Contractor into the Telephone System.

RESPONSE: Confirmed. Please refer to Section ***5.1.4. Call Monitoring/Recording System*** for details.

5.1.2.13. Conversely, calls shall be blocked to certain numbers on a system- wide basis and to others on a case-by-case basis, managed by the Sheriff's Office and Probation Department. System-wide blocked calls include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by Contractor into the telephone system. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the Telephone System.

RESPONSE: Confirmed. The SmartEvo™ ITS provides full control of blocked number lists whether the number is blocked by inmate PIN, specific phones or system wide. Numbers can be blocked by the called party, a Smart Communications Customer Care Center representative or by authorized County staff. Before the called party

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accepts a call, they have an option to block further calls from the facility by dialing "7." Authorized staff can manage blocked numbers via the "Global Numbers" page in the SmartEcosystem™ Dashboard.



5.1.2.14. The system shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Incarcerated Individuals/Youths shall be required to hang up before dialing a new number. The Contractor shall provide a report of a list of offenders.

RESPONSE: Confirmed. The SmartEvo™ ITS is a purpose-built digital switching platform; all aspects of the SmartEvo™ ITS have been designed for providing secured inmate calling services and features to help prevent fraudulent activities. The SmartEvo™ ITS is not a Private Branch eXchange (PBX), other type of telephone system or soft switch that needs to be tweaked into providing inmate phone calls. The SmartEvo™ ITS is delivered with many innovative security, fraud detection and prevention tools, including:

- **Voice Biometrics and PIN fraud prevention**: When an inmate makes their first call through the SmartEvo™ ITS, they are automatically enrolled in our fully-autonomous voice biometrics system with clear voice prompts to guide them through the process. During enrollment, the SmartEvo™ ITS analyzes the inmate's speech pattern and vocal pitch and can detect an inmate's attempt to defeat the voice biometrics engine. Active noise cancellation (ANC) is also automatically activated to reduce background noise. The voice biometric data captured during enrollment is stored in the SmartEvo™ ITS and used to verify an inmate's identity whenever they place a call. Our voice biometrics technology also monitors and continuously analyzes the voices of each party on every call in real time. Details of the analysis are retained for review and reporting after call completion. Real-time alerts can be configured to signal the detection of non-valid parties on a call that meet a preset confidence threshold.
- **Patented 3-Way Calling Detection**: Our 3-Way Call Detection System is unique in its ability to dynamically adapt to each phone call based on the complete end-to-end network conditions. This is a

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substantial improvement over traditional simple threshold silence detection techniques. The 3-Way Call Detection feature initially analyzes the existing line conditions and uses it as a baseline for the remainder of the call. The SmartEvo™ ITS monitors the call for conditions that indicate that the called party has activated a 3-Way Call or placed the call on hold. When a possible 3-Way Call attempt has been detected, the SmartEvo™ ITS performs the action as programmed by the system administrator.

- **Extra dialed digits detection and prevention**: The SmartEvo™ ITS is provisioned with enough resources to perform full time DTMF digit detection on every active call. Any dialed DTMF digits are detected and if not permitted, result in the call being terminated. The SmartEvo™ ITS provides flexible control over the use of extra digits during a call, including whether detection is enabled, which digits are permitted to be dialed and which digits will cause an immediate call termination.
- **Directory assistance/operator call prevention**: The SmartEvo™ ITS provides complete control over all calls placed through the system and disallows 800/900/information/operator call options. The ITS validates dialing patterns and specifically restricts certain prefixes, such as 900, 800, 888, 700, 976, 411, 911, and common patterns, such as "N11", "10XXX", "0" and "00". Additionally, the ITS allows for very specific blocking based on wild card patterns, such as any "NPA" or "NPA-NXX" combinations. All inmate calls are processed by an automated operator.
- **Switch-hook/chain dialing detection and prevention**: The SmartEvo™ ITS prevents "hook-switch/chain dialing" by limiting the inmate to one call per connection. There is no direct access to Public Switched Telephone Network (PSTN) dial tone and attempts to gain a second dial tone are not allowed. Once the hook switch is depressed, the SmartEvo™ ITS terminates the call.
- **Positive DTMF call acceptance**: The SmartEvo™ ITS requires positive DTMF acceptance by the called party before an inmate's call is connected. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call before any communication with an inmate can take place. The SmartEvo™ ITS recognizes legitimate call acceptance events and can distinguish them from standard or irregular ringing signals, answering machines, operator intercepts, quick disconnects, chain dialing, no voice from called party and other non-conforming telephone activities.
- **Unlimited Call Watch Lists**: The SmartEvo™ ITS allows authorized staff to set up call watches on as many called numbers, inmates or inmate phones as necessary. The call watches can use one or more of the criteria to make complex watch conditions. Watches can also contain lists of numbers, such as staff, known gang members, accomplices or other high interest groups. When the SmartEvo™ ITS detects a call that matches one of the watch conditions, it will take one of the preset actions, including providing an audible notification, sending a text or email, or call a phone number and allow the user to listen to the call audio remotely. When listening remotely, the user enters a PIN and can elect to listen to the call live, rewind or pause the call audio. The user can also disconnect the call in progress.

5.1.2.15. The system shall block three-way calling, conference calling, and call forwarding. The system shall not allow any inmate to initiate directly or indirectly the use of third-party service providers, friends, and family to communicate directly with other inmates inside or outside the facility in other incarceration facilities and institutions.

RESPONSE: Confirmed. Smart Communications' patented 3-Way Call Detection System is a highly-effective fraud deterrent. The system is integrated in the SmartEvo™ ITS without requiring additional hardware or software. Our 3-Way Call Detection System is unique in its ability to dynamically adapt to each phone call based on the complete end-to-end network conditions. This is a substantial improvement over traditional simple threshold silence detection techniques.

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Highly Accurate 3-Way Call Detection:
The patented detection algorithms are completely developed and maintained by in-house digital signal processing engineers. As 3-way calling does not utilize a dedicated network signaling protocol, any detection system is forced to make the decision to act based on the information which can be observed on the live call. The algorithms in the SmartEvo™ ITS are tuned to perform to the level of aggressiveness desired to provide a good balance between detecting true 3-way calls versus false-detecting other call activities.

A common problem with all 3-Way Call Detection Systems, especially simple silence detection system, is falsely identifying legitimate calls as 3-way attempts due to common occurrences, such as placing a phone down on the table or covering the mouthpiece. Smart Communications' 3-Way Detection algorithm is specifically designed to avoid these problems by dynamically adapting at the start of each call, and during the ongoing call, by analyzing the characteristics of the telephone circuit in use. By adapting on the fly, our system can learn the difference between a true "on-hold" event versus a simple quiet conversation period. Our system can further adapt its performance based on geographic destinations or even specific called numbers and exchanges.

Operation:
The 3-Way Call Detection feature initially analyzes the existing line conditions to use as a baseline for the remainder of the call. The system then monitors the call for conditions that indicate the called party activated a 3-way call or placed the call on hold. When a possible 3-way call attempt has been detected, the system performs the action as programmed by the administrator and a record of the event is stored in the call detail record. After the call is complete, the 3-Way Call Detection System resets and waits for the next call to begin.

Fully Digital Signal Processing (DSP):
The SmartEvo™ ITS uses an all-digital processing system to analyze the characteristics and performance of each telephone call. Each port in the system provides a dedicated Digital Signal Processing (DSP) resource.

Dynamic Calibration, Remote Configuration and Adjustment:
At the start of each call, the system adapts the 3-way call process parameters based on the actual line and call conditions. Internally, the system has over 18 soft parameters that provide a fine level of precision to the call detection system. Most installations can use the factory settings, which are the result of extensive field trials and analysis. If necessary, these the parameters can be remotely adjusted to obtain optimum system performance.

Multiple Detection Options:
Upon detection of a 3-way call attempt, the system performs the action as programmed by the administrator:

- Disconnect the call
- Play a single prompt or begin playing a prompt at random intervals during the call
- Take no external action

Enable or Disable Detection:
Each call processed by the SmartEvo™ ITS can be classified and tagged to enable or disable 3-way call detection. This feature makes it possible to disable 3-way detection for calls to valid individuals, such as lawyers or public defenders, and enable it for calls to other numbers.

Record and Store Detection Details for Each Call:
The SmartEvo™ ITS creates a Call Detail Record (CDR) for each call. This record includes a field that indicates detection of a 3-way call attempt. Authorized users can retrieve information about 3-way call attempts through the call detail reporting feature.

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5.1.2.16. The system shall have the capability of permitting the called party to block all future calls from the Sheriff's Office and Probation Department. Calls cannot be blocked due to a lack of Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC) billing agreements with Contractor. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number. Unauthorized call attempts shall be flagged, archived (for five years), and alert reports shall be generated.

RESPONSE: Confirmed.

5.1.2.17. The system shall provide the ability to selectively monitor call activity in real-time and initiate appropriate action as necessary. The system shall be capable of retrieving and generating Incarcerated Individuals/Youth unauthorized call activity logs for specified periods.

RESPONSE: Confirmed. Please refer to Section ***5.1.4. Call Monitoring/Recording System*** for details.

5.1.2.18. The system shall record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call shall be stored for the life of the contract and for retrieval for a period of five (5) years. The system shall have the capability to transfer the recorded calls to removable media for archiving, or review. The call and video recordings shall be maintained by Contractor and easily accessible by the Sheriff's Office and Probation Department throughout the retention period.

RESPONSE: Confirmed. Please refer to Section ***5.1.4. Call Monitoring/Recording System*** for details.

5.1.2.19. The system shall be capable of generating a variety of management reports and call detail reports. The system shall be able to identify calls by time, location, specific telephone instrument, Incarcerated Individuals/Youth PIN, or number called. The system shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with multiple SmartEvo™ ITS administrative and reporting tools. Please refer to ***Section 3***, ***#8.2.3.5 Management and Maintenance Reports*** for details.

5.1.2.20. Contractor shall be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the corrective action taken to the Sheriff's Office and Probation Department. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during the off-peak hours of 10:00 pm to 06:00 am.

RESPONSE: Acknowledged and agreed.

5.1.2.21. Automated call instruction/announcements shall be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.

RESPONSE: Confirmed.

5.1.2.22. The system shall utilize positive call acceptance and active consent for all touch tone calls and shall allow passive acceptance for rotary dial calls.

RESPONSE: Confirmed. The SmartEvo™ ITS requires positive acceptance by the called party before an inmate's call is connected. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call. The SmartEvo™ ITS recognizes legitimate call acceptance events and can distinguish them from standard or irregular ringing signals, answering machines, operator intercepts, quick disconnects, chain dialing, no voice

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from called party and other non-conforming telephone activities. If a non-conforming telephone activity is recognized during a call attempt, it is documented in the Call Detail Record (CDR) and the call will not be completed; no charges will be incurred.

To accept inmate calls from a rotary or pulse dial phone, the called party can contact our Customer Care Center to be added to the passive acceptance list. This configuration can also be accessed by authorized County users via the Smart-Ecosystem™ Dashboard.

5.1.2.23. The called party shall be informed of the cost of the call prior to accepting the call, on all types of Collect calls.

RESPONSE: Confirmed. Before a call is positively accepted, called parties are provided the option of obtaining call type and rate details from the SmartEvo™ ITS automated operator.

During the initial greeting message, the automated operator will announce the following:
"To obtain call type and rate information for this call, dial "3" now."

When this option is selected, the automated operator will announce the following:
"The cost for this [call type] call will be [x] dollars and [xx] cents for the first [y] minute(s) and [x] dollars and [xx] cents for each additional {y} minute."

The automated operator also provides called parties with options to accept or reject the call:
"To accept this call, dial "1" now. To reject this call, dial "2" now."

Charges are only incurred once a call has been accepted by the called party.

5.1.2.24. Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.

RESPONSE: Confirmed. Smart Communications will provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the proposed system.

The SmartEvo™ ITS hardware is also delivered with an Uninterruptible Power Supply (UPS). The battery capacity of the UPS provided will allow for the SmartEvo™ ITS to be operated for a minimum of two hours during an emergency.

5.1.2.25. Pursuant to California Penal Code 851.5, an arrested person is entitled to three free local telephone calls at the time of booking. The arrestee, if he or she is a custodial parent with responsibility for a minor child, has the right to two additional telephone calls within the local dialing area, or at his or her own expense if outside the local area, for the purpose of arranging for the care of the minor child or children in the parent's absence. Telephones located in the intake area will be configured to allow Incarcerated Individuals to make local calls to landline and cell phones at no cost. Describe how the free calls will be handled, inclusive of custodial rights, and with PIN generation and Voice Biometrics.

RESPONSE: Confirmed. During installation, the SmartEvo™ ITS will be configured to support free calls based on the preferences of the County. All free calls will be recorded in the same manner as billable call types. For identification and investigative purposes, Smart Communications recommends that an inmate be required to enter his/her inmate PIN to place a free call.

5.1.2.26. Pursuant to California Welfare and Institutions Code Section 627(b), Youth are entitled to at least two (2) free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow Youth to make local calls to landline and cell phones at no cost. The Contractor will be

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required to provide these calls at no cost to the Probation Department and will inform Probation Department what constitutes a local call. The system must allow free calls to the California Relay Service (CRS) to assist hearing-impaired Youth and must also allow Probation Department to specify speed dials.

RESPONSE: Confirmed. During installation, the SmartEvo™ ITS will be configured to support free calls based on the preferences of the County, as outlined above in our response to ***#5.1.2.25***.

Smart Communications will provide a Video Relay System (VRS) through Purple Communications at ***no cost*** to the County. Please see our response to ***#5.1.3.7***. for more details.

The SmartEvo™ ITS can be configured to allow access to specified speed dials for services such as PREA, Crime Tips (covert communications), requests (general, medical and grievances), Public Defenders and more. Calls can be routed to the internal, secure SmartEvo™ ITS Voicemail Exchange (VMX™) or to approved, designated external numbers. Smart Communications will configure such numbers/voicemails during installation at ***no cost*** to the County. Administrators can also utilize this feature to communicate important messages to inmates.

5.1.2.27. The system shall provide for automated turn on and shut off at designated times and system shut off capabilities from designated areas.

RESPONSE: Confirmed. The SmartEvo™ ITS features programmable automated on/off (shut down) controls. Automated on/off controls can be scheduled for a specific inmate or group of inmates, an individual telephone or group of telephones, or the entire telephone system on a daily, weekly, monthly or annual basis.

5.1.2.28. The system shall allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the Telephone System.

RESPONSE: Confirmed. There is virtually no limit to the number of simultaneous users. The system is only accessible to authorized County personnel via the secure, web-based SmartEcosystem™ Dashboard. After logging in to the SmartEcosystem™ Dashboard with their valid username and password credentials, authorized users can perform all system functions relative to their security level setting. For security and auditing purposes, all user activity, such as page views and database modifications, are logged in detail.

5.1.2.29. Contractor shall provide the maximum number of simultaneous authorized operator access to the system.

RESPONSE: Not applicable. The SmartEcosystem™ Dashboard does not impose a limit on simultaneous access to system utilities.

5.1.2.30. The system shall have the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments shall provide the capability to mute the Incarcerated Individuals/Youth's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.

RESPONSE: Confirmed. The SmartEvo™ ITS can be shut down by authorized staff via the web-based SmartEcosystem™ Dashboard or by manual switches installed at County-designated locations. Shut down controls can be configured by individual telephone, telephone group or the entire telephone system.

The SmartEvo™ ITS will not allow communication with the called party until the call has been actively/positively accepted. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call.

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The SmartEvo™ ITS is provisioned with enough resources to perform full time DTMF digit detection on every active call. Any dialed DTMF digits are detected and if not permitted, result in the call being terminated. The SmartEvo™ ITS provides flexible control over the use of extra digits during a call, including whether detection is enabled, which digits are permitted to be dialed and which digits will cause an immediate call termination.

5.1.3. Telephones

5.1.3.1. All telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be capable of mounting to cement wall, block wall, stainless steel shrouded columns or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.



RESPONSE: Confirmed. Smart Communications will provide inmate telephone stations specifically designed to meet the unique security, safety and durability needs of correctional facilities.

All inmate telephone station ringers are disconnected and will not allow incoming calls. These inmate telephone stations are manufactured of high-strength, tamper-proof heavy gauge steel that is coated in a graffiti/scratch resistant finish. The telephone handsets are constructed of heavy-duty polycarbonate molded plastic and feature no removable parts. These handsets attach to the base station via a steel armored, stretch/break/pull resistant cable. The length of the cable can be customized to meet facility-specific requirements.

Inmate telephone station dial pads are constructed of heavy-duty metal and sealed to prevent moisture and allow for use in inclement weather conditions. In addition to these security and durability features, all SmartEvo™ ITS hardware used by inmates are line powered and have no parts that can be removed without use of a specialized tool. These prevent damage and inhibit inmates from using telephone parts to manufacture weapons.

Smart Communications will also supply "hands-free" telephones for inmate use where suicide threat is present.

FEATURES:

- Built-in user-controlled "LOUD" button for ADA mandated volume control (user-controlled volume amplification and volume resets to normal with on-hook)
- Confidencer technology filters out background noise at the user's location, allowing better sound to the called party; all-in-one electronic dial features modular incoming line and handset connections for quick maintenance; Carbon (HS) and DuraClear (DURA) Handsets have separate 4-pin connections
- Heavy duty 14-gauge brushed stainless steel provides rugged housing designed for inmate use with mounting backboard
- Armored handset cable available in 18.0", 32.0", 54.0" and custom lengths; secured with a 14-gauge retainer bracket for maximum vandal resistance
- Handset has sealed transmitter and receiver caps, suitable for heavy use and abuse locations



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- Pin-in-head security screws minimize tampering
- Hearing aid compatible and FCC registered US: lDATE0SBITC-254, IC:3267A-ITC254

5.1.3.2. Telephone instruments shall have touch-tone keypads.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.3. Telephone instruments shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.4. Telephone devices will be configured with a braided steel receiver cord, the length of which may vary and will be determined by the Sheriff's Office and Probation Department prior to implementation.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.5. All telephone instruments must be water resistant and fireproof and have key- locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.6. Contractor's automated operator Telephone System shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Currently, there is a TDD Station in the Sheriff's Office Intake/Booking area.

RESPONSE: Confirmed. Smart Communications' proposed SmartEvo™ ITS complies with all ADA standards and regulations. Smart Communications will also provision an adequate quantity of Ultratech SuperPrint 4425 TTD/TTY, which feature:



- Built-in, 24-character printer
- 3 selectable print sizes
- 32k memory
- Date/time printed at the beginning of each call
- Turbo Code and Auto ID™
- E-Turbo for simplified relay calling
- Built-in ring flasher
- Arrow keys for easy review of memory

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- Convenient GA/SK keys
- Easy-touch greeting memory
- TTY Announcer™ tells hearing callers you are using a TTY
- Baudot code (45.5/50 baud rate)
- Sticky key feature (for single-handed typing)
- ASCII code is available

5.1.3.7. Contractor shall provide Video Relay Service (VRS) for Deaf or Hard- of-Hearing Incarcerated Individuals and Youth at no cost to the Sheriff's Office and Probation Department. Current vendor currently provides VRS through a partnership with Purple Communications.

RESPONSE: Video Relay Service (VRS) and Video Remote Interpreting (VRI) on Smart Communications' hardware is provided by Purple Communications. Purple Communications' VRS and VRI are FCC-certified services for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).

Purple Communications' VRS and VRI are fully interoperable with our SmartVisit™ VVS allowing sessions to be monitored, recorded and administered in the same manner as a standard video visitation session.

5.1.3.8. Amplified handsets shall be required in all areas.

RESPONSE: Confirmed. Smart Communications will provide inmate telephone stations with a built-in, user-controlled "**LOUD**" button for ADA mandated volume control. The volume resets to normal when the handset is placed back on-hook.



5.1.3.9. Contractor shall provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the Sheriff's Office and Probation Department. Contractor shall complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department reserves the right to pre-approve mounting and installation.

RESPONSE: Acknowledged and agreed.

5.1.3.10. Telephone instruments must be line powered such that, the phone does not require separate electrical power at the device.

RESPONSE: Confirmed. Smart Communications' proposed telephone instruments are line powered do not require separate electrical power at the device.

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5.1.4. Call Monitoring/Recording System

5.1.4.1. The system shall have a call monitoring and recording system that records every call made by the system and stores retrievable recorded calls for a minimum of five (5) years or as required by current County statutes, or State and Federal regulations.

RESPONSE: Confirmed. The SmartEvo™ ITS can record all non-privileged inmate calls or be configured to selectively record calls based on inmate PIN, called numbers or inmate telephone station. Call recordings are immediately accessible for playback and/or download via the secure, web-based SmartEcosystem™ Dashboard.

Non-privileged SmartEvo™ ITS calls can also be monitored by authorized staff or investigators in real-time via the SmartEcosystem™ Dashboard. When an authorized user logs in, they can view all calls in progress and select the call they wish to monitor. There is no indication to the inmate or called party when a call is being monitored.

The SmartEcosystem™ Dashboard can be accessed on-site or remotely on any computer with Internet connection – no additional hardware or software is required. All call detail records, recordings and account information will be stored online and available to authorized users through the web-based SmartEcosystem™ Dashboard for the retention period defined by the County.

5.1.4.2. The system shall have the capability to disconnect a call that is being monitored, and a secure monitoring platform for remote call monitoring.

RESPONSE: Confirmed. Authorized personnel can immediately disconnect a call that is being monitored on-site or remotely via the web-based SmartEcosystem™ Dashboard.

5.1.4.3. Calls to certain predetermined telephone numbers shall not be recorded. The system must be able to exempt specific telephone numbers from monitoring or recording. The system must be capable of identifying specified telephone numbers as "do not record."

RESPONSE: Confirmed. The SmartEvo™ ITS will be configured to disable call monitoring and recording on attorney phone numbers to preserve attorney/client privilege. If an attorney has accepted calls before informing the facility that their number should be marked as privileged, the SmartEvo™ ITS will automatically delete any previous recordings as soon their phone number is marked as privileged.

5.1.4.4. The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.

RESPONSE: Confirmed. Please refer to our response to ***#5.1.2.7*** for details.

5.1.4.5. The system shall have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.

RESPONSE: Confirmed. Call recordings are immediately accessible to authorized users online via the SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard provides simple point and click access to download recordings and copy to alternative media for portable storage such as CD/DVD/USB storage device, etc. System users may download one or a group of recordings and retain all pertinent call detail information with the recordings for ease of use at alternate locations. By using the Investigate platform, County staff no longer need to download and burn call recordings or other information, such as images of tattoos, to CD-Rs. Once published to a case in the SmartEcosystem™ Dashboard, this information can easily be shared with external

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users. The Investigate platform allows the County to choose what types of assets each user can access and download.

Recordings are downloadable in a compressed .mp3 format or SmartEvo™ ITS proprietary file format. If recording integrity must be proven, the recording can be saved in the proprietary file format. A digital signature in the file ensures that the file data has not been altered after it has been retrieved from the system. This file format can be played using a SmartEvo™ ITS file player.

5.1.4.6. The system should include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.

RESPONSE: Confirmed. The SmartEvo™ ITS allows authorized staff to set up call watches on as many called numbers, inmates or inmate phones as necessary. The call watches can use one or more of the criteria to make complex watch conditions. Watches can also contain lists of numbers, such as staff, known gang members, accomplices or other high interest groups. When the SmartEvo™ ITS detects a call that matches one of the watch conditions, it will take one of the preset actions, including providing an audible notification, sending a text or email, or call a phone number and allow the user to listen to the call audio remotely. When listening remotely, the user enters a PIN and can listen to the call live, rewind or pause the call audio. When monitoring a call directly through the SmartEcosystem™ Dashboard, authorized staff can also disconnect the call in progress.

5.1.4.7. The system must provide for the monitoring of live Incarcerated Individuals/Youth calls without any detectable deterioration of call quality or call interruptions.

RESPONSE: Confirmed. All SmartEvo™ ITS calls that are not protected by attorney/client privilege can be monitored by authorized County or investigative staff in real time via the web-based SmartEcosystem™ Dashboard. From there, they can view all calls in progress and completed recordings and select the call they wish to monitor. Inmate calls can be monitored on-site or remotely on any Internet-enabled PC with a common web browser; no additional hardware or software is required.

Call monitoring is covert as neither the inmate nor called party can detect when their call is being monitored. Calls can be monitored by multiple investigators simultaneously without affecting the recording quality.

Screenshots illustrating the information viewable during live call monitoring are provided below.

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5.1.4.8. The system must have the ability to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. The system must be configured/networked such that all recorded calls may be accessed from any workstation. The system must be configured for both public and private secured networks.

RESPONSE: Confirmed. The SmartEvo™ ITS can be configured to allow authorized staff to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. All Smart Communications' incarcerated persons (IP) communication services, including the SmartEvo™ ITS, are administered via the SmartEcosystem™ Dashboard. With its unified and fully integrated design, the SmartEcosystem™ Dashboard provides authorized facility users with access to all IP communication service monitoring, reporting, data sharing and investigative tools in one place, with a single login. Authorized users can use any PC with a modern browser and active Internet connection on a public or private network to access and utilize the SmartEcosystem™ Dashboard.

5.1.5. Maintenance and Repairs

5.1.5.1. The equipment installed at the Sheriff's Office and Probation Department shall remain the sole and exclusive property of the Contractor. Sheriff's Office and Probation Department will not be responsible for any damage to equipment.

RESPONSE: Acknowledged and agreed.

5.1.5.2. The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all Incarcerated Individuals/Youth telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.

RESPONSE: Acknowledged and agreed.

5.1.5.3. The Contractor is responsible for all maintenance and repairs to Incarcerated Individuals/Youth telephones and the Telephone System. A single point of contact with the Contractor, via a toll-free telephone number, an e-mail address, and centralized URL must be established by the Contractor to support all technical and Customer Service support for electronic communication including but not limited to Trouble Ticket initiation, Team Notification, updates to and status of trouble ticket resolution and case management trouble ticket close-out, and for reporting all other telephone problems. The toll-free maintenance/repair telephone

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number, answered by a live operator, shall be available for reporting Incarcerated Individuals/Youth telephone problems twenty-four (24) hours per day, every day of the year.

RESPONSE: Acknowledged and agreed. Our highly trained, professional Technical Support Center (TSC) staff, located in Seminole, FL, is available 24/7/365 to assist the County should a service issue arise. County facility staff can reach our TSC via:

- **Toll-free Phone:** 844-346-0988
- **Email:** support@smartcommunications.us
- **Web – SmartEcosystem™ Dashboard:** https://manage.smartjailmail.com

The SmartEcosystem™ Dashboard features a service ticketing feature that allows County staff to create, view and track service tickets. The system automatically generates a tracking number for each ticket opened. Users can search for service tickets by ticket number or by date. All updates are sent electronically in real-time to the originator of the ticket as well as the County designee.

5.1.5.4. Contractor shall provide one (1) full-time Site Administrator/Technician (SAT), who shall be onsite and dedicated to the Sheriff's Office and Probation Department Monday through Friday during Sheriff's Office and Probation Department business hours, and after business hours if working a trouble ticket or deficiency through completion and resolution. The SAT will be responsible for providing administrative and technical support, maintenance, and preventive maintenance on Incarcerated Individual and Youth Telephone System, Tablets, and Video Visitation System.

RESPONSE: Acknowledged and agreed. To ensure we provide the County with the best support and maintenance service possible, a full-time On-site Certified Technician (OCT) will be provided by Smart Communications.

Duties of the OCT include, but are not limited to:

- Provide maintenance on all inmate telephones and related equipment, as needed, and perform preventive maintenance for the SmartEvo™ ITS, SmartVisit™ VVS, and SmartTablet™ and SmartKiosk™ devices
- Maintain all SmartEcosystem™ databases associated with the SmartEvo™ ITS, SmartVisit™ VVS, SmartTablet™ devices; enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS
- Manage SmartTablet™ device replacement, as necessary, to maintain the desired inmate-to-tablet distribution ratio
- Receive and resolve all administrative comments and questions, to include the unblocking of specified telephone numbers and designating specified numbers as privileged
- Provide reports and investigative assistance at the County's request, such as the following:
  - SmartEvo™ ITS activity reports, including usage and revenue
  - SmartVisit™ VVS activity reports, including remote and on-site video visitation sessions and remote revenue
  - SmartTablet™ device activity reports, including educational program and entertainment content usage/revenue
  - SmartEvo™ ITS and SmartVisit™ VVS call monitoring

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- Request and service ticket reports
- Investigation documentation, including CDRs and audio, audio/visual recordings, electronic messages and scanned inmate postal mail

For complete service and support details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

5.1.5.5. Contractor shall have Tier 2 Technical Support to provide real-time access and immediate support to the SAT, when needed.

RESPONSE: Acknowledged and agreed. Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at ***no cost***.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager (Jerome Anderson)
- Network Operations Center (NOC)
- Technical Support Center (TSC)

Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

Please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***" for details regarding our standard technical support priority levels/tiers. Please note that our technical support priority levels/tiers can be modified to meet the County's specific requirements.

5.1.5.6. Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the system. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

RESPONSE: Acknowledged and agreed. We will provide adequate spare parts for repairs and maintenance of the system. As parts are used, additional parts will be replaced to maintain a full inventory at all times.

5.1.5.7. Contractor shall develop procedures and schedules to conduct monthly Preventive Maintenance on Incarcerated Individual and Youth Telephone System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Incarcerated Individual and Youth Telephone System and all of its components in good working order, including the performance of Preventive Maintenance.

RESPONSE: Acknowledged and agreed. Monthly preventive maintenance procedures will be performed by the full-time, On-site Certified Technician (OCT) provided by Smart Communications at ***no cost*** to the County. For additional details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

5.1.5.8. Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter- exchange carrier (IEC), or Contractor's equipment. When Contractor

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determines the service provider responsible for failure, then the Contractor shall contact the service provider responsible for failure and jointly resolve the failure at no cost to the Sheriff's Office and/or Probation Department. If the failure is determined to be the fault of Contractor's equipment, hardware, software or wiring, Contractor shall correct the problem at no cost to the Sheriff's Office and/or the Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.5.9. Contractor shall provide Customer Service support that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

RESPONSE: Confirmed. Friends and family of inmates who need assistance with the services we provide can contact our Customer Care Center 24/7/365 by calling our toll-free line at 888-843-1972. All calls are answered by a live, U.S.-based representative.

5.1.5.10. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Incarcerated Individuals/Youth Telephone System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

RESPONSE: Confirmed. County staff is supported by our Technical Support Center, which can be reached 24/7/365 toll-free at 844-346-0988 or via email at support@smartcommunications.us. All Technical Support staff are highly trained, based in the U.S. and employed directly by Smart Communications (support is not outsourced to a third-party provider).

5.1.5.11. Contractor shall describe how it performs standard system testing to ensure that the Telephone System and its network services are fully implemented and ready to accept telephone traffic for Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Telephone System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

RESPONSE: The following tests are conducted by Smart Communications to ensure our SmartEvo™ ITS and networks are stable, reliable and ready to handle telephone traffic.

- Unit Testing: This involves testing individual hardware components and modules in isolation to verify their functionality and is performed immediately after hardware is requisitioned from inventory. Unit testing ensures each component performs as expected and can help identify and fix any potential issues at an early stage.
- Network/Equipment Set-up and Implementation Testing and Inspection: This phase involves the testing and inspection of various network and hardware components, such as:
  - Inspection of all cables, power and connections
  - Test bandwidth capacity
  - Confirm all phones/devices are identified and visible in domain

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- Test system power up/power down
- Confirm SmartEcosystem™ Dashboard accessibility and test functionality

- Database Integrity Testing: This phase involves the testing of various system database tables, including:
  - Incarcerated Persons (IPs) Tables: ID, name, personal identification number (PIN), housing location, status and Personal Allowed Number (PAN) list
  - Global Number Tables: blocked number list, vetted attorney/privileged individual list, free number list, TDD access numbers and PREA hotlines/speed dial codes
  - Telephone Station Tables: port labels, grouping, service class designations and on/off times
  - Rates and Dialing Tables: tariff type surcharges and per minute rates, tariff type dialing rules, override dialing rules, local number listing and carrier access protocol
- System Testing: This phase involves testing the hardware, software and network as an entire system. System testing includes end-to-end scenarios (successful importation of JMS data feed, authorized user profile creation, scheduling, service tickets, etc.) bandwidth testing (under normal and peak load conditions), and stress testing to validate the system's functionality, performance and scalability.
- Security Testing: It is crucial to perform rigorous security testing to identify vulnerabilities and ensure the system's protection against potential threats. This includes testing for encryption protocols, access controls, firewall persistence and integrity, authentication mechanisms, and data privacy measures. Penetration testing and vulnerability assessments are also conducted at this time.
- Customer Acceptance Testing (CAT): CAT involves testing the system from the customer's perspective to ensure it meets their requirements and expectations. Facility Project Lead personnel and installation team members participate in CAT to validate the solution's usability, functionality and overall user experience.

County staff involvement to facilitate testing is limited and includes:

- Facility Project Lead's approval of hardware and network installation plan
- Provisioning of security clearance and facility access/security escort for installation team members
- Facility Project Lead's participation in CAT for approval/sign-off of system installation and performance; this test is usually completed within 30 minutes

5.1.5.12. Contractor shall be responsible for all maintenance and repairs to the Telephone System.

RESPONSE: Acknowledged and agreed.

5.1.5.13. Contractor shall provide 24/7/365 support for software and hardware problems and shall adhere to and comply with Exhibit I - Incarcerated Individuals/Youth Telephone System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Telephone System problems. This toll-free maintenance/repair telephone number shall be available for reporting Telephone System problems twenty-four (24) hours per day, every day of the year.

5.1.5.13.1. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Telephone System Service Level Agreement in Exhibit I.

RESPONSE: Acknowledged and agreed.

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5.1.6. Other Associated Services and Service Offerings

5.1.6.1. Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.



RESPONSE: Confirmed. Smart Communications will install and maintain public/lobby and intake booking kiosks for the County.

The lobby kiosks provided will accept credit card, debit card and cash deposits. This allows family and friends who are visiting a facility to deposit funds in their personal Prepaid Collect accounts and deposit funds directly in an inmate's PIN Debit or Commissary Trust Fund account. After a deposit has been made, the lobby kiosk documents the transaction by taking a picture of the individual who made the deposit and issues a printed receipt. The receipt displays the transaction number, deposit and fee amounts, and a toll-free customer service telephone number. Deposited funds are available for immediate use.

Smart Communications' intake booking kiosks are designed to securely collect money from new inmates with minimal officer involvement. The booking kiosks provided will accept credit card, debit card and cash deposits (including coins). The booking kiosks will be interfaced with the inmate Trust Fund accounting system to allow deposited funds to be available immediately for inmate commissary purchases. After a deposit has been made, the booking kiosk documents the transaction by taking a picture of the inmate and issues two printed receipt copies (one for the inmate and the other for the facility).

Each kiosk is equipped with a 19.0" LCD touch screen display, a webcam, bill acceptor(s), each with a 1,000-bill capacity, a credit card reader and a thermal receipt printer. The booking kiosks provided will also feature a coin acceptor. All kiosks will be fully supported and maintained (including cash collections/custodial services and software updates) by Smart Communications throughout the life of the contract at ***no cost*** to the County.

PUBLIC/LOBBY AND INTAKE BOOKING KIOSK SPECIFICATIONS	
Enclosure:	• Free standing • Ruggedized steel construction • Powder coated finish • Front access door with key lock • Baseplate or to floor through baseplate mountable • ADA capable
Dimensions (l x w x h):	20.0 x 22.0 x 62.0" (50.80 x 55.88 X 157.48 cm)
Weight:	250 lbs. (113.4 kg)
Power:	15A (maximum draw)
Components:	• 19.0" LCD with PCASP touch screen display • PC with Windows OS and Ethernet LAN connection • Thermal Printer • Credit card reader • Webcam • Bill Acceptor(s) with 1,000-bill capacity • Coin Acceptor (intake booking kiosk only)

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5.1.6.1.1. Contractor shall have managed inventory supply of receipt paper rolls, and inventory supply of primary components that include but not limited to bill acceptors, card readers, coin exchangers, and receipt printers.

RESPONSE: Acknowledged and agreed.

5.1.6.1.2. Intake/Booking kiosks shall have single bill feeder to reduce accounting errors and corrections.

RESPONSE: Acknowledged and agreed.

5.1.6.1.3. Contractor shall have 24/7 Business Day and After-Hour technical support.

RESPONSE: Acknowledged and agreed.

5.1.6.1.4. Contractor shall be responsible for interfacing and associated interface costs with the JMS and Commissary systems.

RESPONSE: Acknowledged and agreed.

5.1.6.1.5. All kiosks shall have the capability to pull full reports to capture data that includes but not limited to deposits, management reports, and maintenance reports.

RESPONSE: Acknowledged and agreed.

5.1.6.1.6. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Kiosk System Service Level Agreement in Exhibit III.

RESPONSE: Acknowledged and agreed.

5.1.6.2. Contractor shall provide Investigative Tools at no cost to the Sheriff's Office and Probation Department.

5.1.6.2.1. Contractor shall provide description of Analytical Tools that provide linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.

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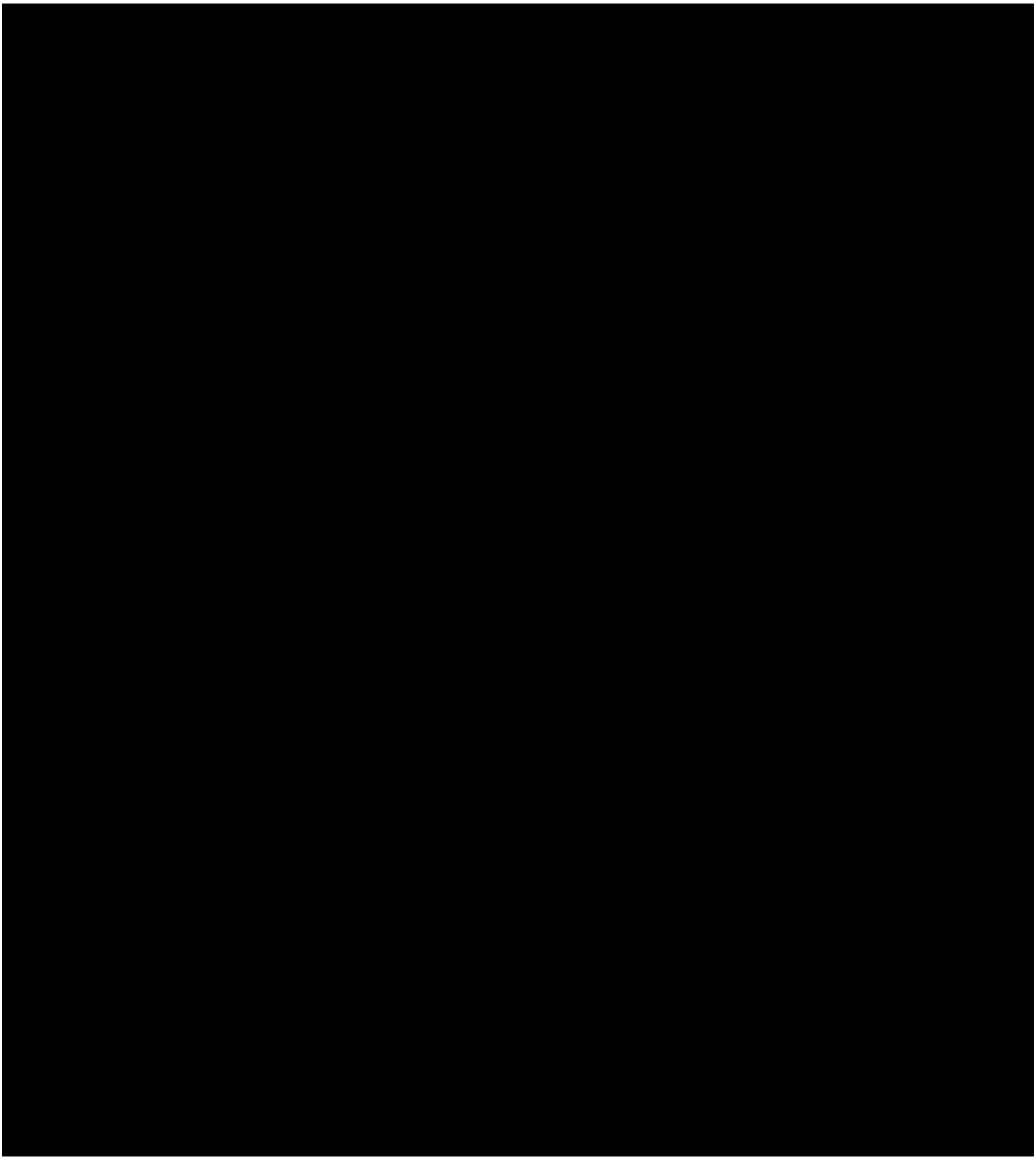
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5.1.6.2.2. Contractor shall provide and describe system's capabilities in detail for other investigative tools available for call trace, call history detail, call monitoring without Incarcerated Individuals/Youth or other party detection and recording and other call detail capabilities that can be used to aid investigations related to the detention facilities.

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5.1.6.2.3. Contractor shall provide Voice Biometrics (Continuous or Non-Continuous) at no cost to the Sheriff's Office and Probation Department. Voice Biometrics (Continuous or Non-Continuous) shall have a minimal impact on call delay. Contractor shall include in response, the impact on quality of call and length of call.

RESPONSE: Confirmed. The SmartEvo™ ITS supports our proprietary voice biometrics system, specifically engineered for the corrections market. Our voice biometrics system is fully autonomous and does not require County staff to operate. Additionally, our system does not reduce call quality or increase call length. When an inmate makes their first call through the SmartEvo™ ITS, they are automatically enrolled in the voice biometrics system with clear voice prompts to guide them through the process. During enrollment, the SmartEvo™ ITS analyzes the inmate's speech pattern and vocal pitch and unlike other technologies, can detect an inmate's attempt to defeat the voice biometrics engine by blowing into the microphone on the telephone handset. To ensure optimal vocal recording clarity, active noise cancellation (ANC) is automatically activated to reduce/filter out background noise. The voice biometric data captured during enrollment is stored in the SmartEvo™ ITS and is used to verify an inmate's identity whenever they place a call.

5.1.6.3. Contractor shall provide Virtual Mailroom at no cost to the Sheriff's Office and Probation Department. The Virtual Mailroom shall safely process Incarcerated Individuals/Youth postal mail at an off-site processing center and convert Incarcerated Individuals/Youth postal mail into a high-definition electronic color copy, uploaded into a digital platform. The mail shall be filtered with the Sheriff's Office's and Probation Department's security settings and shall be automatically sent electronically to the Incarcerated Individual/Youth directly via a tablet or kiosk platform. The Virtual mail shall have a searchable database.

RESPONSE: Smart Communications' proposal includes the provision of our patented MailGuard® and MailGuardLegal® Privileged Postal Mail Elimination System services at absolutely ***no cost***.

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Monterey County Sheriff's Office and Probation Department

Response to RFP #10881

Telephone Services, Tablet Program, Video Visitation System



With MailGuard®, all non-privileged inmate postal mail is sent directly to our 15,000 sq. ft. processing center in Seminole, FL. To maintain the integrity, safety and security of our staff and the mail they process, the MailGuard® processing center is under 24/7 video surveillance and is equipped with a state-of-the-art alarm and fire detection system.



At the processing center, inmate mail is opened and scanned in one of three separate clean rooms. Each room operates on independent air systems to limit contamination risk should a piece of mail contain a dangerous chemical or biological agent. Our highly trained staff utilize cutting-edge technology to open, scan and convert inmate mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to the SmartEcosystem™ Dashboard for facility staff review/approval. After the review/approval, the digital files are automatically delivered to the inmates via the SmartTablet™ or SmartKiosk™ devices available at the facility.



Smart Communications guarantees inmate mail is processed and delivered within 24 hours of receipt, six days per week. We have been delivering on this promise without fail since the inception of MailGuard® over eight years ago.

In addition to maximizing operational efficiencies and safety, MailGuard® also serves as an invaluable investigative tool to help prevent and solve crimes. All digital mail files are saved in a searchable database that is accessible to authorized staff via Smart Communications' secure, web-based SmartEcosystem™ Dashboard.



Smart Communications' MailGuard® System includes MailGuardTracker.com, the public website. Public users can sign up for a free account and are assigned a unique MailGuard® Sender ID, enabling them to check the delivery status of the mail they send to inmates. Once logged in, users can see if their mail has been received, approved or rejected. Users also have the option to sign up for notifications via email or text message for status updates.

Electronic copies of their mail are available to former inmates for up to 60 days after their release. Released inmates can access and download electronic copies of their processed mail for free by using their inmate ID and password to log in to our secure, public website at www.SmartInmate.com.

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We are proud to say that our patented MailGuard® system is increasing officer and inmate safety by preventing dangerous, illegal drugs and biohazards from entering over 150 correctional facilities nationwide. Our MailGuard® clients include the Federal Bureau of Prisons and all 24 Pennsylvania Department of Corrections locations, housing a combined total of over 50,000 inmates.

MailGuard® laid the groundwork for the next innovative technology invented by Smart Communications to further enhance facility efficiency and safety – our patented MailGuardLegal® Privileged Mail System.

Legal mail is protected by client/attorney privilege and inspection is not permitted. Criminals are aware of this and try to use legal mail to smuggle contraband and narcotics into the facility. Smart Communications' MailGuardLegal® is a very effective system, preserving the required privacy for privileged inmate legal mail while keeping this mail ***100% contraband free***.

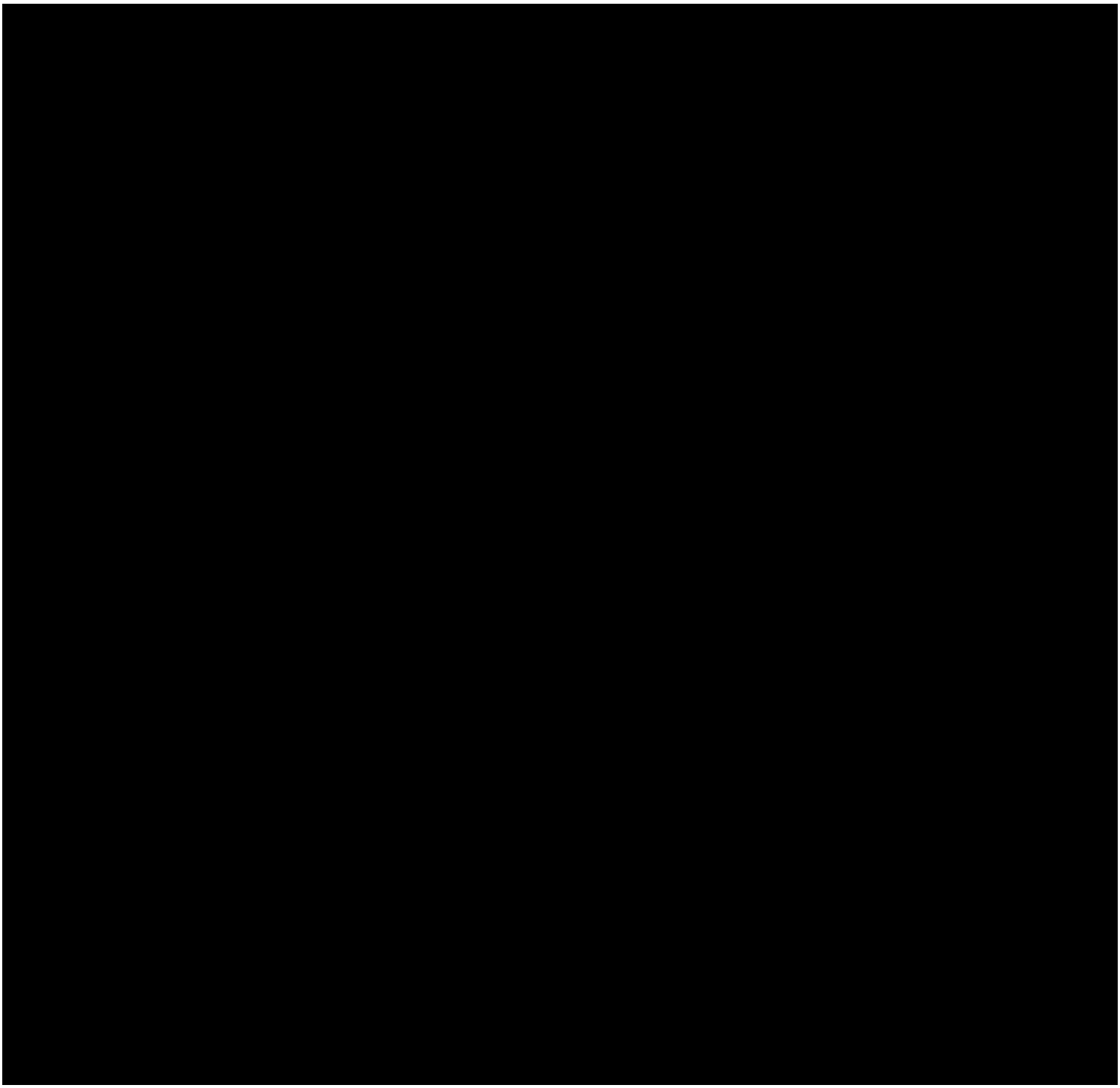
The MailGuardLegal® Cart allows inmates to open, scan and process their privileged legal mail with privacy of the contents but while in the presence of staff. Once scanned, the inmate can print a hard copy of the scanned file or mark the file for secure electronic delivery. Files marked for electronic delivery are immediately accessible to the inmate on a SmartTablet™ or SmartKiosk™ by entering a second secure password in addition to their PIN. To preserve confidentiality, facility staff have no access to any scanned privileged mail files. Depending on the facility's existing policy, the original copy of the privileged mail is bagged and placed into inmate property or destroyed via the MailGuardLegal® Cart's built-in paper shredder.

5.1.6.4. Contractor shall provide a description of other service offerings that include but not limited to Text Messaging.

RESPONSE: Smart Communications' offer includes our SmartInmate™ Electronic Messaging System service. This highly intelligent system allows inmates to stay in contact with their friends and family via a controlled electronic messaging platform like email. SmartInmate™ has many built-in investigative features; for example, SmartInmate™ can automatically monitor and send instant notifications when messages containing user-defined keywords or names are transmitted, or when inmates being shadowed under investigation send/receive messages or connect with a new public user.

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Additionally, SmartInmate™ allows approved contacts to share digital photos with inmates. Prior to delivery to an inmate, staff can electronically approve or reject the photo. If "virtual" contraband (nudity, offensive gestures/behaviors, etc.) is detected during the review process, the photo is rejected and is not delivered to the inmate. The sender is notified when a digital photo they attempted to share with an inmate is rejected. This notification includes the reason

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why the photo was rejected/not delivered. The photo sharing/delivery function of SmartInmate™ allows only approved contacts to share digital photos with inmates. Inmates are not able to take or share photos.

The SmartEcosystem™ Dashboard is also equipped with multiple administrative and reporting tools. Please refer to ***Section 3***, ***#8.2.3.5 Management and Maintenance Reports*** for details.

5.1.6.5. Sheriff's Office shall provide or partner with a provider to offer a Biometric Process to monitor the health of inmates and include a description and additional cost or financial impact to offer.

RESPONSE: By partnering with Smart Communications, the County will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:



- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms

Communication and Connection - The SmartWatch™ provides total communication and connection to the facility and the outside world, leveraging advanced technology to support inmate phone calls, video visitation, telehealth visits, privileged visits, text messaging, email, MailGuard® mail scanning, digital request forms, optional music, movies, media and more.



Tracking and Monitoring Inmates - In addition to connection and communication, the SmartWatch™ provides the most advanced live inmate tracking technology in the industry, far superior to decades of old RFID tracking capabilities. The SmartWatch™ can trace live and historical exact inmate location within inches, track history of movement, see live mapping in real time of all inmates in motion or segregate monitoring to specific inmates. Create patterns, alerts of motion and gathering activities, and more.

Health and Wellness - This intelligent device monitors every inmate in real time with vital health and wellness data and reporting. Inmate body temperature, oxygen level and heart rate are monitored and reported in real time, with a customizable monitoring dashboard to create reports, alerts, emergency alarms, wellness histories and more, allowing agency operators and medical staff to have their finger on the pulse of each inmate's physical health in real time, keeping the agency ahead of tragedies before they happen.

Intelligence and Control - The SmartWatch™ opens a new universe of never before possibilities of live and historical intelligence and control of the entire inmate environment. With baked-in intelligence controls fully integrated in the SmartEcosystem™ Dashboard, the SmartWatch™ allows administrators and investigators to

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monitor phone calls, visits, text and emails, as well as shadow inmates in live time with voice biometrics, key word tracking, covertly monitoring voice and video capabilities – all at the fingertips of administrators. SmartWatch™ empowers agency intelligence in the inmate environment at levels never possible before.

5.1.6.5. Contractor shall provide Debit Release Cards that shall also function as credit cards that can be used outside of the facilities. Contractor shall disclose and provide the maximum period of time allowed after the incarcerated person's release, before fees are incurred. Contractor shall provide instruction sheets for card use, fees, and any other necessary information for the incarcerated person.



RESPONSE: Smart Communications expanded our service offering to include inmate deposit, release card and other banking services through a strategic partnership formed with Rapid Financial Solutions, LLC (RapidFin). RapidFin has 13 years of experience in the correctional market with service deployments at multiple State Department of Corrections facilities, including: Nevada, Alabama, Virginia, Utah, Idaho, Iowa and West Virginia. With total service implementations at over 1,000 correctional institutions nationwide, RapidFin processes over 8,000,000 transactions per month.

Through this partnership, Smart Communications can provide the County with MasterCard® branded PIN-based debit cards for the transferring of remaining account balances to inmates upon release. Our ReleasePay™ Inmate Debit Release Cards program allows the County to add funds to the debit card after an inmate has been released from the facility without requiring the physical card to reload. Inmates would have the ability to withdraw funds at:

- Point of sale locations
- Cash back options
- Mastercard® principal banks
- ATMs worldwide

Furthermore, our ReleasePay™ program allows inmates to deposit funds into a bank or PayPal® account.

Our ReleasePay™ Inmate Debit Release Cards utilize a unique card jacket which provides security by shielding the card number and provides all instructions for an inmate to successfully gain access to their money in a manner that best suits their lifestyle.

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5.1.7. Leave-Behind Solution

Contractor shall provide a leave-behind solution at the end of the contract term at no cost to the Sheriff's Office and Probation Department. All call detail records, call and visitation recordings, documentation, reports, data, etc. are the property of the Sheriff's Office and Probation Department and shall be provided to the Sheriff's Office and Probation Department by Contractor on a secure storage medium and in a usable, user-friendly, searchable electronic format at no cost to the Sheriff's Office and Probation Department within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. Contractor shall accept Sheriff's Office's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at Sheriff's Office's option, leave behind solution must be located in a Sheriff's Office-designated location(s).

RESPONSE: Acknowledged and agreed.

5.1.8. Financial Offer

The potential Contractor shall pay the higher of the Revenue Share ($/Minute) or Minimum Annual Guarantee (MAG). The Revenue Share ($/Minute) will be in compliance with FCC and CPUC regulatory laws and stay within allowed limits (currently at $0.01-$0.02 per minute).

The potential Contractor shall provide the Sheriff's Office and Probation Department separately, a Minimum Annual Guarantee (MAG) amount that shall be paid to each in equal monthly installments, due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). State the Revenue Share ($/Minute) Offered and the MAG amount offered, specifying how the MAG amount was determined, how it is reconciled with commissions, and disbursement of adjustment payments, if any.

RESPONSE: As presented in ***Offer (Attachment A)***, Smart Communications is offering to provide our SmartEvo™ ITS service at a flat call rate of $0.05/minute with $0.01/minute commission on all call types, including interstate and international. Our offer also includes an ITS commission revenue Minimum Annual Guarantee (MAG) of $125,000.00. The MAG amount was primarily based on the various fixed, direct, variable and indirect costs and

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expenses associated with project start-up, maintenance and support, along with gross revenue earning expectations based on the County's historical usage and average daily population (ADP) data provided.

The $125,000.00 ITS MAG will be disbursed in equal monthly installments, distributed between the Sheriff's Office and Probation Department separately. The first monthly ITS MAG installment payment in the amount of $10,416.66 or prorated amount will be submitted within five business days after the project's go-live date. Each month thereafter, Smart Communications will provide the County with an ITS commission payment. The ITS commission payment amount provided in subsequent months will be determined by the reconciliation of the County's ITS commission earnings of the prior month. If the County's ITS commission earnings in the prior month exceeds the monthly installment payment amount, the County will be paid the higher amount.

Commission payments based on total gross revenue earnings from incarcerated persons' (IPs) use of "non—ITS" services, such as SmartVisit™ VVS, SmartInmate™ Electronic Messaging and SmartEntertainment™, will be provided separately. The first "non-ITS" commission payment will be made to the County thirty days after the project's go-live date and each month thereafter.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency.

5.1.9. Interest

If any payments due are not received by the Sheriff's Office and Probation Department within the agreed-upon period, the Sheriff's Office and Probation Department are entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66- day year) calculated from the date payment is due.

RESPONSE: Acknowledged and agreed.

5.1.10. Compliance

All rates, fees, and surcharges shall be in compliance with current Federal and State regulatory laws.

RESPONSE: Acknowledged and agreed.

5.1.11. Integration of New Telephone System

The potential Contractor shall submit detailed plans for the provision of necessary telephone equipment and the integration of the new Incarcerated Individual and Youth Telephone System, while minimizing the impacts to current telephone system operations. Should potential Contractor elect to utilize existing Telephone Instruments, potential Contractor shall at its own risk, cost, and expense enter into an agreement with Viapath to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current Telephone System and services agreement. The new automated operator Incarcerated Individual and Youth Telephone System and Telephone Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the Sheriff's Office and Probation Department. System integration and acceptance test criteria is as follows: all telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office and Probation Department Project Managers. All telephone installation plans and

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schedules will be reviewed and approved by the Sheriff's Office and Probation Department's Project Managers, in order to minimize impacts to normal operations.

RESPONSE: Acknowledged and agreed. Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.



By coupling this phased approach to project management/ implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided in response to ***Section 3 – Technical Proposal***, ***#8.2.3.2 Project Methodology and Project Management***. Please note that the plan/schedule provided is "preliminary" and can be adjusted if necessary to help achieve the County's project completion objective.

5.1.12. Project Approach

Contractor shall present an overview, which shall be a narrative description, of the Contractor's proposed plan for providing Incarcerated Individuals/Youth Telephone Services to the Sheriff's Office. The Contractor will provide in full detail, its understanding and response to the Scope of Work.

RESPONSE: Confirmed. Smart Communications utilizes a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close. An overview and narrative description of Smart Communications' proposed plan for the provisioning of our communication technologies and services for the County's incarcerated persons (IPs) are provided in response to ***Section 3 – Technical Proposal***, ***#8.2.3.2 Project Methodology and Project Management***.

5.1.12.1. Project Control Document (PCD) - Upon effective date of Agreement, Contractor shall create and deliver to the Sheriff's Office, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:

- **5.1.1.1.1. Introduction and Executive Summary**
- **5.1.1.1.2. Project Mission & Objectives**
- **5.1.1.1.3. Project Scope**
- **5.1.1.1.4. Implementation Plan and Schedule**
- **5.1.1.1.5. Change Control Plan**

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5.1.1.1.6. Project Team
5.1.1.1.7. Risk Assessment & Management

RESPONSE: Acknowledged and agreed.

5.1.12.2. Project Implementation Team

5.1.12.2.1. Contractor shall provide the name, years of service, qualifications, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the Incarcerated Individual and Youth Telephone System installation; and Contractor's Account Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the subsequent Contract(s).

[redacted]

5.1.12.2.2. Contractor shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members, including the organizational framework for the proposed Project Team and key staff name for each role identified in the chart.

RESPONSE: Acknowledged. Please refer to ***8.2.2.3 Key Personnel's Names and Experience*** for details.

5.1.13. Training/Ongoing Operations

5.1.13.1. Contractor shall provide training on the Incarcerated Individuals/Youth telephone workstation features and usage for all workstations at the Sheriff's Office and Probation Department facilities. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed. All technologies and services provided by Smart Communications include comprehensive initial on-site training at ***no cost***. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the

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hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training as needed. Both on-site and remote training are available upon request at ***no cost*** throughout the contract term.

A detailed scope of the training topics covered for each user access level has been provided in response to ***Section 3 – Technical Proposal, #8.2.3.3 Training – Post-Implementation and Ongoing***.

5.1.13.2. Contractor shall offer annual training on Incarcerated Individuals/Youth Telephone Services and any associated service offering.

RESPONSE: Acknowledged and agreed.

5.1.13.3. Contractor shall provide "refresher training" and training on Incarcerated Individuals/Youth Telephone Service upgrades or any component thereof.

RESPONSE: Acknowledged and agreed.

5.1.13.4. Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings.

RESPONSE: Acknowledged and agreed.

5.1.13.5. Contractor will actively engage in and participate in an annual review of the Contract.

RESPONSE: Acknowledged and agreed.

5.1.14. Management Reporting

5.1.14.1. Project Status Reports during implementation of system and associated services - Contractor shall prepare and submit Project Status Reports separately to Sheriff's Office and Probation Department. Contractor shall submit such weekly reports which shall, at a minimum, state:

5.1.14.1.1. Period covered by the report

5.1.14.1.2. Project Control Document which includes but not limited to:

5.1.14.1.2.1. Project Implementation Checklist
5.1.14.1.2.2. Project progress and plans
5.1.14.1.2.3. Issues tracking, including deficiencies
5.1.14.1.2.4. Project schedule including work scheduled for completion, which was completed, and work scheduled for completion which was not completed
5.1.14.1.2.5. Updates to the Project Control Document
5.1.14.1.2.6. Project risks identified through the quality assurance process

RESPONSE: Acknowledged and agreed.

5.1.14.2. Automated Monthly Management Reports – Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no

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later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. Such reports shall include, but not be limited to, the following:

5.1.14.2.1. Complete Call Detail Reports

5.1.14.2.2. Complete and Detailed Mapping of All Equipment: This report shall include but shall not be limited to information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled, and pertinent wiring information. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available to all Workstations.

5.1.14.2.3. Total Calls Completed and Billed Report - Report shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.

5.1.14.2.4. Total Calls Not Completed Report - Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompletion of the calls and an aggregate total of each value.

5.1.14.2.5. Revenue Share Report - This report shall contain the annual or monthly historical contemporary MAG payment and/or Commissions information.

5.1.14.2.6. Summary of System Outages and/or Maintenance Performed Report - Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the Sheriff's Office and Probation Department.

5.1.14.2.7. Telephone Inspection and Maintenance Log - This report shall be submitted on a quarterly basis.

5.1.14.2.8. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.14.3. Year-End Summary Management Reports - Contractor shall submit Year-End Summary Management Reports to the Sheriff's Office and Probation Department pertaining to the operation of the Contractor's Incarcerated Individual and Youth Telephone System and separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year- End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. are due on the day of, or no later than 5:00 pm the next business day following the Contract Annual Review meeting and presentation.

5.1.14.3.1. Annual Operations Report shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

5.1.14.3.2. Annual Contract Review Report generated for the annual contract review meeting. Within thirty (30) calendar days following the end of each Agreement year, Contractor's Account Manager shall meet with the Sheriff's Office and Probation Department, and present the following:

5.1.14.3.3. Incarcerated Individuals/Youth call activity for the Agreement year

5.1.14.3.4. Compliance with the terms and conditions of the contract

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5.1.14.3.5. Recap of any key areas of successes and/or concerns
5.1.14.3.6. Intended strategies for the upcoming contract year.

RESPONSE: Acknowledged and agreed.

5.2. Tablet Program and Video Visitation for Incarcerate Individuals and Youth

5.2.1. Tablet Program

5.2.1.1. Contractor shall provide tablets for incarcerated person's/Youth's education, rehabilitation, and reentry programs. The tablets shall also include access to ADA information and programs and Systems Law Library content.

RESPONSE: Acknowledged and agreed.

5.2.1.2. Contractor shall provide standard, basic content offer, and describe what is included.

RESPONSE: Our SmartTablet™ devices can be configured to include the following applications:

- **Phone Calls**: inmates can speak to their friends and family using our SmartEvo™ ITS.
- **Video Visitation**: inmates can participate in on-site and remote video sessions via our SmartVisit™ VVS.
- **Messaging**: inmates can send and receive text messages from friends, family and County staff. Inmates can also receive photographs and video messages.
- **MailGuard®**: Patented Mail Scanning provides inmates with free access to personal mail that is processed off-site daily at our state-of-the-art MailGuard® processing center. Our patented MailGuard® keeps facility staff and inmates safe by eliminating the risk of contraband entering the facility via postal mail and by providing a streamlined, labor-free, automated means to process inmate postal mail. MailGuard® also serves as an invaluable investigative tool; digital mail is database-searchable to allow your staff to gain intelligence and eliminate secret communication.
- **Entertainment**: inmates can stream various media, TV shows, movies and games on demand through SmartEntertainment™, with complimentary access to select Ebooks and Internet radio stations.
- **Education and Reentry**: provides inmates with complimentary access to a vast resource of educational, reentry, vocational, life skills, self-improvement and recovery courses and content.
- **Job Search**: helps inmates return to the job market and move past their criminal record by providing access to the U.S. Department of Labor's CareerOneStop website. CareerOneStop provides resources to help inmates find employers and learn how to talk about their conviction.
- **Requests/Grievance**: inmates can electronically create and submit general requests, medical requests and grievances via our SmartRequest™ platform. The customizable and detailed electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility.
- **Law Library**: provides inmates with complimentary, self-service access to Federal and State statutes and case law, a legal dictionary, and other aids to assist with research pertinent to their case. By eliminating the need to escort inmates through the facility to access legal resources, staff burden is reduced.
- **Commissary**: allows inmates to place orders for commissary items. Integration with the facility's commissary provider is performed by Smart Communications at no cost.

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- **PDF Viewer/Documents**: allows inmates to view the inmate handbook, PREA information and other .PDF documents uploaded by authorized facility staff.
- **Inmate Videos**: allows inmates to access MP4 video files uploaded by authorized facility staff (i.e., video version of inmate handbook, facility orientation video, etc.).
- **Calendar**: inmates can access a system-wide calendar/appointment manager. Authorized users can add appointments and other dates to specific inmates' calendars or to the global calendar for all inmates. ***NOTE**: The calendar can also be interfaced with the County's JMS to allow inmates to access court/release date information. This function is facility/vendor-specific, and some vendors may charge for access to the information.*
- **Trust Account/Debit Purchase Lookups**: inmates can view trust account balances and debit purchases. ***NOTE**: Requires the County's incumbent inmate banking/trust commissary vendor to provide the appropriate data feed.*
- **Calculator, Dictionaries and Clock**: provides inmates with access to a calculator to perform basic math and trigonometric calculations, language dictionaries (English/Spanish) and a clock with local time.
- **Video Relay Service**: Video Relay Service (VRS) and Video Remote Interpreting (VRI) can be provided by Purple Communications on Smart Communications' hardware. Purple Communications' VRS and VRI are FCC-certified solutions for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).



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5.2.1.3. Contractor shall provide a detailed description of the tablet device, the functions, the security features, charging/docking stations, and Wi-Fi system.

SmartTablet™ Device Overview

[redacted]

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[redacted]

5.2.1.4. Contractor should be able to provide all incarcerated persons access to free education courses, court ordered and approved courses, self-help, GED prep modules, vocational, spiritual, religious texts, behavioral courses on their tablets, with incarcerated person reward options, for incentive based programing.

RESPONSE: Confirmed. The SmartEd™ platform, available standard on Smart Communications' SmartTablet™ devices, is composed of 20,000 instructional videos and 7,000 practice exercises relating to core educational subjects, such as:



Arts & Humanities|

- Art History Basics
- Art in 19th Century Europe
- Art of Africa, Asia and Medieval Europe
- Art of the Americas to World War I
- Art of the Ancient Mediterranean
- Art of the Islamic World
- Baroque to Neoclassical Art in Europe
- Expressionism to Pop Art

Math|

- Algebra Basics
- Algebra I and II
- AP Calculus AB and BC
- Arithmetic
- Basic Geometry
- Differential Calculus and Equations
- Early Math
- High School Geometry

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- Global Contemporary Art
- Grammar
- Music
- Prehistoric Art in Europe and West Asia
- Renaissance and Reformation in Europe
- U.S. and World History

Computing|

- Computer Programming
- Computer Science

Economics & Finance|

- Finance and Capital Markets
- Macroeconomics and Microeconomics

Science|

- AP Chemistry
- Biology
- Chemistry
- Cosmology and Astronomy
- Electrical Engineering
- Health and Medicine
- Organic Chemistry
- Physics

- Integral Calculus
- Linear Algebra
- Mathematics I, II and III
- Measurement and Data
- Multivariable Calculus
- Pre-algebra and Precalculus
- Real and Complex Numbers
- Statistics and Probability

Misc. Content|

- Big History Project
- California Academy of Sciences
- NASA
- Pixar in a Box
- The Brookings Institution
- Wireless Philosophy

Test Preparation|

- CAHSEE
- GMAT
- IIT JEE
- MCAT
- NCLEX-RN
- SAT

SmartEd™ is a highly customizable and expandable platform that can be configured to support more advanced educational, reentry, life skills, self-improvement and recovery courses.

For example, our SmartEd™ platform supports the iPathways Learning Management System (LMS). iPathways is a non-profit institution that provides correctional facilities with standards-based instructional content to prepare inmates for the High School Equivalency Test (HiSET™), General Education Development (GED®) and Tests Assessing Secondary Completion (TASC™). iPathways LMS offers placement test assessments to identify strengths and weaknesses to help guide student inmates to the appropriate coursework available, which includes:

Reasoning Through the Language Arts|

- Unit 1: The Reading Process
- Unit 2: Vocabulary and Word Skills
- Unit 3: Reading Comprehension Skills
- Unit 4: Patterns of Organization
- Unit 5: Purpose and Tone
- Unit 6: Graphics and Electronic Texts
- Unit 7: The Writing Process

Science|

- Unit 1: Scientific Methods and Technology
- Unit 2: Life Science
- Unit 3: Physical Science
- Unit 4: Earth and Space Science

Mathematics|

- Unit 1: Introduction to Real Numbers
- Unit 2: Variables and Algebraic Expressions
- Unit 3: Introduction to Geometry
- Unit 4: Linear Inequalities in One Variable
- Unit 5: Linear Functions
- Unit 6: Polynomials and Factoring
- Unit 7: Rational Expressions

Social Studies|

- Unit 1: Civics and Government
- Unit 2: United States History
- Unit 3: Economics:
- Unit 4: Geography and the World

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Basic Writing|

- Unit 1: Sentence Structure
- Unit 2: Paragraph Writing
- Unit 3: Effective Sentences
- Unit 4: Introduction to Referencing Materials
- Unit 5: Essay Writing

Basic Math|

- Unit 1: Whole Numbers - Place Value, Rounding and Estimating
- Unit 2: Fractions and Mixed Numbers
- Unit 3: Decimals
- Unit 4: Ratios and Proportions
- Unit 5: Percents

Consumer Education|

- Unit 1: Getting a Job or Furthering Your Education
- Unit 2: Taxes
- Unit 3: Housing
- Unit 4: Transportation
- Unit 5: Investing
- Unit 6: Consumer Protection and Decision Making

Each coursework category lesson follows an easy to navigate template in which:

- Each lesson begins with an introduction to the content with guiding questions and learning objectives
- Key terms are included to help students develop academic vocabulary and activate background knowledge
- Graphics and images support the instruction
- Instant feedback activities provide opportunities for the student to self-check their progress and understanding
- Audio and video pieces support the instruction

The iPathways LMS can be interfaced with our SmartEcosystem™ Dashboard, which allows authorized facility staff to assign programming content to individual inmates and monitor their progress.

MaxxContent|

MaxxContent provides Corrections Rehabilitation Institute (CRI) programming that consists of 20 self-paced courses. Courses last 30 minutes to one hour and teach life skills, technology, literacy, and job search skills. Students will receive a certificate with the completion of each course. Courses include Anger Management, Job Readiness, Expectations and Outcomes, Substance Abuse, Family and Community, Communication and Conflict Resolution, Time Management, Career Resources, Financial Literacy, My SWOT (strength, weaknesses, opportunities, and threats), Behavior Change, Health Education, Entrepreneurship, Contemporary Technology Skills, Exercising, and more.

Along with the CRI programing, students may choose to study soft skills and can select from 25 different courses which cover topics such as Strategic Planning, Marketing, Finance and Accounting, Human Resources, Management, Leadership, Communications, Personal Development, Project Management, Team Building, Sales, and Customer Service. This curriculum has something to offer each student.

Breaking Free|

Breaking Free is an evidence-based online healthcare intervention program. This intervention addresses the misuse of 70 different substances, including alcohol, opiates, psychoactive substances, and prescribed medications, as well as mental health issues. Breaking Free provides expert behavioral support for offenders in a consistent, accessible and scalable way that extends beyond the prison gate. It focuses on the path from custody to community.

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5.2.1.5. Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system.

RESPONSE: Confirmed.

5.2.1.6. Contractor will provide pre-loaded self-help courses on topics ranging from job interview preparation to substance abuse, and anger management.



RESPONSE: Confirmed. Smart Communications' SmartTablet™ devices also offer SmartReentry™, featuring Beyond Prison, Probation and Parole (BPPP). BPPP is a 10-part interactive reentry video series that helps change the way incarcerated individuals view their path to rehabilitation. The series features inspiring stories told by successful formerly-incarcerated men and women who have overcome the challenges, obstacles and fears associated with transitioning from prison back to society, family and community. This video series empowers instructors and support groups to help participants make the most out of the inspiring and motivational messages/strategies in each BPPP video.

Smart Communications' SmartEd™ can also be configured to allow inmates to participate in and earn certificates of completion for court-mandated courses offered through the North American Learning Institute (NALI).

Animal Cruelty|
- Animal Cruelty Prevention

Behavior|
- Anger Management
- Behavior Modification

Conflict Resolution|
- Conflict Resolution

Diversity|
- Diversity Awareness

Drugs & Alcohol|
- Drug and Alcohol Awareness
- Marijuana Education
- Minor in Possession (MIP) Class
- Tobacco Awareness
- Vaping Awareness and Prevention Education

Ethics|
- Workplace Ethics Training

Fire Safety|
- Fire Safety

First Aid|
- CPR Training
- First Aid Training

Human Trafficking|
- Human Trafficking Awareness and Prevention

Legal|
- HIPAA Training

Life Skills|
- Life Skills

Parenting|
- Babysitting Preparedness
- Bullying Awareness and Prevention
- Parent Education and Family Stabilization
- Parenting Skills Class

Prostitution|
- Prostitution Prevention

Sexual Harassment|
- Sexual Harassment Prevention

Skilled Trades|
- Confined Space Training
- Hazard Communication Training

Theft|
- Theft Awareness

Truancy|

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Food Safety|
- Food Handler Training

Health and Wellness|
- Bloodborne Pathogens
- Concussion Awareness and Prevention
- Ergonomics Training
- HIV/AIDS Awareness and Prevention
- Virus Awareness and Spread Prevention
- Truancy Prevention

Violence|
- Domestic Violence
- Workplace Violence Awareness and Prevention

Other educational and rehabilitative resources supported on the SmartTablet™ devices are presented in our response to item ***#5.2.1.4***.

Please note that each of our advanced educational resources require a significant amount of bandwidth, network resources, licensing fees and, in some cases, facility staff resources to deliver and maintain, and are therefore typically provided separately. Smart Communications works directly with your agency to determine which of these advanced programs can be provided at ***no cost*** that will best complement and/or enhance the agency's current educational and rehabilitative program offerings, while ensuring resources are deployed in the most effective and efficient manner possible.

SmartTablet™ devices, as well as the secure, independent wireless network and infrastructure required to support usage are provided to the agency and inmates at absolutely ***no cost***.

5.2.1.7. Contractor will allow Programs Unit to utilize tablet system as a platform for IP's to be able to take a placement test, to help programs unit identify strengths and weaknesses of IP, which will then guide IP to the appropriate lesson.

RESPONSE: Confirmed.

5.2.1.8. Contractor will provide additional incentives for IP to pursue the educational and vocational content. Example: If IP does well in a course, or has been a model IP, they win points, which can be used to tap into music, movies and games on the tablet system.



RESPONSE: Confirmed. The SmartTablet™ devices can be configured to include our SmartRewards™ program. SmartRewards™ is an incentive program that rewards inmates who accomplish certain educational goals by providing them with complimentary access to SmartEntertainment™ premium content or free SmartInmate™ Electronic Messages to communicate with friends and family.

5.2.1.9. The device shall be capable of displaying the most common file formats.

RESPONSE: Confirmed.

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5.2.1.10. Tablets shall have, at a minimum, the following security features:

5.2.1.10.1. The device may store limited data across user sessions.

5.2.1.10.2. The device shall be configured for unique user login for certain users.

5.2.1.10.3. The device shall return to a secure baseline configuration upon logout, restart, or reboot.

5.2.1.10.4. The device is capable of tiered-role privileges that distinguish between users and administrators and their authorized functions.

5.2.1.10.5. Access to boot partitions and the root file system are prohibited.

5.2.1.10.6. The device provides no access to macros, scripting or application programming interfaces.

RESPONSE: Confirmed.

5.2.1.11. Tablets shall have the capability to render Sheriff's Office and Probation Department-generated web content including but not limited to websites and streaming media.

RESPONSE: Confirmed.

5.2.1.12. Tablets shall be capable of rendering content on closed networks or secure zones, completely isolated from the internet.

RESPONSE: Confirmed. All Smart Communications' operating system and application software is custom designed and purpose-built for exclusive use within a corrections environment. Our SmartTablet™ devices are equipped with our custom operating systems that will only allow the devices to connect to our secure network within the facility and run pre-approved applications. Authorized staff are provided with total control as to which applications are accessible to inmates on a SmartTablet™ device.

5.2.1.13. The Commander/Administrator tablet is required to have the capability to shut down tablets remotely; and the capability to monitor the tablets.

RESPONSE: Confirmed. The SmartTablet™ devices are administered via our secure, web-based SmartEcosystem™ Dashboard. Authorized users can enable or disable SmartTablet™ device login and application accessibility per inmate, per housing unit or facility-wide. A scheduling system can also automatically deny device access during pre-defined times, such as meals, counts, lockdown times, etc. SmartTablet™ devices can also be disabled on-demand through self-service management tools when needed by administration for emergencies, unscheduled transports, etc. The SmartEcosystem™ Dashboard can also be configured to require inmates to acknowledge receipt of facility documents at timed intervals or upon log in.

5.2.1.14. Ear buds shall be initially provided by Contractor at no cost for all tablets and inventory spares. Contractor may charge for subsequent requests for replacement ear buds.

RESPONSE: Acknowledged and agreed.

5.2.1.15. Contractor shall provide an inventory of tablets onsite at the Sheriff's Office and at the Probation Department to immediately replace broken tablets and shall have an expedient process of returning broken or defective tablets and replenishing inventory at agreed-upon unit quantity levels.

RESPONSE: Smart Communications will provide the facility with a pool of spare SmartTablet™ devices to allow for damaged or inoperable devices to be immediately replaced and ensure inmate access to tablets is not

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limited. If a tablet is damaged and taken out of use in the inmate population, a spare tablet is taken from the spare device pool and is assigned to the proper location and put into use for the inmates.

We will also provide shipping boxes with prepaid shipping labels to return damaged/inoperable devices. Upon receipt, we will send replacements to replenish the spare device pool. The entire repair/replacement process is at no cost to the inmates or the agency in situations where no ill-intent has been determined.

5.2.1.16. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Tablets and Video Visitation System Service Level Agreement in Exhibit II.

RESPONSE: Acknowledged and agreed.

5.2.1.17. Quantity of Tablets Proposal Offer

5.2.1.17.1. Sheriff's Office

5.2.1.17.1.1. Refer to Section 2.3.1.1 of this RFP. The Sheriff's Office prefers, although not required, a 1:1 Inmate to Tablet Ratio and 13 Commander tablets. State the number of tablets offered in proposal and rationale for determining quantity offered.

RESPONSE: Confirmed. To ensure all inmates are provided with fair and equal access to tablets, Smart Communications utilizes a free shared tablet distribution model. With this model, we provide our partner facilities with SmartTablet™ devices at ***no cost*** To the County, inmates or inmates' families.

Smart Communications is proposing a Personal 1:1 tablet distribution model. With this model, Smart Communications provides an ample quantity of SmartTablet™ devices to allow the County to issue each inmate their own personal device. This provides inmates with immediate access to the available tablet services and applications during authorized access times. Additionally, each inmate is held accountable for the responsible use and care of the device they are issued. If an inmate's personal tablet becomes inoperable due to intentional damage, the inmate is required to pay for the damaged tablet before being eligible to receive a replacement.

Smart Communications will also provide the facility with a pool of spare SmartTablet™ devices to allow for a damaged or inoperable device to be immediately replaced. We also provide pre-printed shipping labels and boxes to return damaged/inoperable devices. Upon receipt, Smart Communications will send a replacement to replenish the spare device pool. Smart Communications provides all additional/replacement tablets to the facility at ***no cost***, and we do not hold the facility liable for any SmartTablet™ device that sustains damage.

Smart Communications will also furnish a total of 13 "commander" tablets to be used by facility staff to administer tablet devices deployed at the Sheriff's Office.

5.2.1.17.1.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

RESPONSE: Service and commission rates for the Sheriff's Office (adult) incarcerated persons' (IPs) use of "premium" SmartTablet™ device services are summarized in the tables below:

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	$0.10	50.0%
	Remote (Video on Demand)	$0.10	

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	Service Type	Service Rate	Commission Rate
SmartInmate™ Service Rates and Commission Rates	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	$0.10/message	20.0%
	Text message (up to 30,000 characters)	$0.50/message	
	Photo Attachment (inbound only)	$1.00/photo	

	Media Description	Rate/Minute	Commission Rate
SmartEntertainment™ Service and Commission Rates	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	$0.03	50.0%

For complete details, please refer to ***Offer (Attachment A)***.

5.2.1.17.2. County Probation Department

5.2.1.17.2.1. Refer to Section 2.3.2 of this RFP. The Probation Department requires a minimum of 20 tablets (10 for each unit) and 2 Commander tablets. State number of tablets offered in proposal and rationale for determining quantity offered.

RESPONSE: Smart Communications is proposing a Personal 1:1 tablet distribution model. As previously described, this distribution model will provide incarcerated youths with immediate access to the available tablet services and applications during authorized access times.

Smart Communications will also furnish a total of two "commander" tablets to be used by facility staff to administer tablet devices deployed at the Probation Department.

5.2.1.17.2.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

RESPONSE: Not applicable. Probation Department (youth) incarcerated persons (IPs) are provided with complimentary use of all SmartTablet™ device services.

5.2.2. Video Visitation through Tablets

5.2.2.1. Video Visitation Requirements for both Sheriff's Office and Probation Department

5.2.2.1.1. The system shall allow the public to visit Incarcerated Individuals/Youth from their home, as well as from pre- determined visitation centers in designated Sheriff's Office and Probation Department facilities, while being monitored and recorded by Sheriff's Office and Probation Department staff. Attorneys and other approved individuals who require private access to Incarcerated Individuals/Youths will be able to do so through Remote Incarcerated Individuals/Youth Video Visitation without being monitored or recorded. There will be onsite Incarcerated Individuals/Youth Video Visitation terminals as well, for private video sessions with attorneys and other approved individuals. All recordings shall remain

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the property of the Sheriff's Office and Probation Department. All facets of this project will be mutually agreed upon by Contractor and the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.2. Both Sheriff's Office and Probation Department have TracNet for their Jail Management System and Aramark for their Commissary. The Contractor will be responsible for a seamless and fully operational interface development and associated costs with 3rd party vendors (Jail Management System or Commissary vendors) and/or Sheriff's Office and Probation Department systems. The Contractor will be required to plan and implement the Video Visitation System, including any integration and/or interfaces, and testing of all required equipment and software relative to the new Video Visitation System, without impacting the normal daily operation of other Sheriff's Office and Probation Department systems.

RESPONSE: Acknowledged and agreed.

5.2.2.1.3. Contractor shall state all costs, if any, associated with the installation, associated equipment and/or software, furniture, and enclosures, and will include all cost components. The Video Visitation System instruments, software, hardware, and enclosures shall be subject to approval by the Sheriff's Office and Probation Department. The Contractor shall be responsible for any costs for cabling and wiring, network access, project implementation, interface development and installation, and for any other cost incurred in conjunction with implementation of the system and its associated services and features.

RESPONSE: Not applicable. Smart Communications will furnish, install, support and maintain all proposed technologies and services at ***no cost*** to the County.

5.2.2.1.4. Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

RESPONSE: Acknowledged and agreed.

5.2.2.1.5. Contractor shall provide a fully functioning, comprehensive and operational hosted, IP-based Video Visitation System using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities.

RESPONSE: Acknowledged and agreed.

5.2.2.1.6. The Video Visitation System shall be capable of processing on-site and remote visits at all facilities, allowing visitors to video conference with Incarcerated Individuals/Youths whether visitor is located at a designated Facility property and/or at a remote location.

RESPONSE: Confirmed. Smart Communications' SmartVisit™ VVS is the most intelligent video visitation platform in corrections and supports both on-site and remote visits. SmartVisit™ utilizes industry exclusive content filtering software and a robust web-based scheduling application that streamlines and automates the visitation process to provide a true "self-service" video visitation experience with zero staff involvement.



Visitors can manage their account, schedule a visit or conduct a SmartVisit™ VVS session on-site via a SmartKiosk™ or remotely from a PC at www.SmartInmate.com.

5.2.2.1.7. The Video Visitation System shall be a complete solution for the Sheriff's Office and Probation Department incorporating all major aspects of visitation (e.g., reporting, recording, scheduling,

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software and hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors.

RESPONSE: Acknowledged and agreed.

5.2.2.1.8. The Video Visitation System shall allow for visitation recording.

RESPONSE: Confirmed. All non-privileged SmartVisit™ video visitation sessions are recorded by our custom, internal recording subsystem. This subsystem processes the audio/video data from the session and embeds various metadata to support the query/search functions and other investigative tools in the SmartEcosystem™ Dashboard, such as SmartLink™ and advanced case reports. The recording file produced contains the audio and video feeds from both the inmate and visitor, and includes any system text prompts (i.e., "inmate not facing camera" or "visitor not facing camera") or text messages interjected into the session by the staff member monitoring the visit. The video recording also contains other important visitation session data, such as participant names, video devices/endpoints used, session timer and date/time of the visit.

Once processed by the subsystem, SmartVisit™ video visitation session recordings are automatically stored in the SmartEcosystem™ Dashboard. Authorized facility staff can immediately access and play back SmartVisit™ recordings via the SmartEcosystem™ Dashboard's built-in video player.



While reviewing a SmartVisit™ recording, authorized staff can adjust the video playback speed, listening volume level and viewing/display size (i.e., full-screen). The SmartEcosystem™ Dashboard also includes a "***Visitation Notes***" feature, allowing staff to enter important notes/comments regarding the video visitation session. The notes entered are saved with the session recording to facilitate sharing with and review by other staff members.

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SmartVisit™ session recordings are saved in a common/non-proprietary MPEG-4 (.MP4) video file format. As a standardized file format for video, almost all video players support MP4 – no additional software is required for playback. To open a file, double-click the video to open in the default video player/viewer on the PC. Android and iPhone natively support playback of MP4 as well.

Our SmartVisit™ VVS utilizes cloud-based architecture managed via our geographically disparate and redundant data centers. SmartVisit™ session recordings are securely stored in these data centers and backed up nightly. Since our data centers are scalable and do not impose storage limits, all session recordings are stored for the full contract term and beyond. To optimize system/network performance, older recordings are archived in accordance with the agency's policy, regulatory compliance or once every 180 days. Archiving is performed by our skilled Network Operations Center (NOC) staff and allows for loss-less retrieval at any time in the future.

5.2.2.1.9. The Video Visitation System shall be able to charge the visitor for remote and inter-facility video visits with the Sheriff's Office and Probation Department.

RESPONSE: Confirmed.

5.2.2.1.10. The Video Visitation System shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP/Ethernet. Systems that utilize analog audio/video matrix switching devices are not acceptable.

RESPONSE: Confirmed. Smart Communications' SmartVisit™ VVS is a fully IP-based platform. All connections are made using a dynamic, centralized Stream Forwarding Unit (SFU) located within the network. All connections to this unit are managed by the SmartVisit™ application that is controlled via the SmartEcosystem™ Dashboard. Any inmate video end point can be connected to any visitor visitation endpoint or a remote visitor PC or smartphone with an active Internet connection. The SFU is also controlled by the video management application. Connections are made dynamically on a visit-by-visit basis.

5.2.2.1.11. At no expense to the Sheriff's Office and Probation Department, staff shall be trained by Contractor in the use of the System to facilitate all on site and remote browser-based visitations and to administer the System.

RESPONSE: Acknowledged and agreed. Please refer to our response to #***5.2.2.1.67*** for details.

5.2.2.1.12. Cabling and wiring, network access, interface, installation, and implementation of the Video Visitation System and associated services and features will be the responsibility and cost of the Contractor. Contractor shall be responsible for providing and implementing a separate network connection (cable, fiber, etc.). Contractor will be responsible for any additional network switches, wiring, and any and all bandwidth required for video visitations.

RESPONSE: Acknowledged and agreed.

5.2.2.1.13. Cabling, wiring, and other infrastructure will become the property of the Sheriff's Office and Probation Department at the end of the contract term.

RESPONSE: Acknowledged and agreed.

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5.2.2.1.14. Remote visitors will be able to conduct remote visits without having to install or download any software.

RESPONSE: Confirmed. Visitors can conduct a SmartVisit™ VVS session remotely through the web browser on any internet-enabled device via www.SmartInmate.com.

5.2.2.1.15. Contractor shall provide technical support in both English and Spanish during visitation hours for facility and visitors at no cost to facility.

RESPONSE: Confirmed.

5.2.2.1.16. Software upgrades and system improvements will be provided and implemented at no additional cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.17. The Video Visitation System shall be able to support several web-based applications including, but not limited to, video visitation, Incarcerated Individuals/Youth information, sick request, emergency visit, commissary ordering and Incarcerated Individuals/Youth electronic Email.

RESPONSE: Applications, features and functionalities available on the SmartKiosk™ devices include:

- **Phone Calls**: inmates can speak to their friends and family using our SmartEvo™ ITS.
- **Video Visitation**: inmates can participate in on-site and remote video sessions via our SmartVisit™ VVS.
- **Messaging**: inmates can send and receive text messages from friends, family and County staff. Inmates can also receive photographs and video messages.
- **MailGuard®**: Patented Mail Scanning provides inmates with free access to personal mail that is processed off-site daily at our state-of-the-art MailGuard® processing center. Our patented MailGuard® keeps facility staff and inmates safe by eliminating the risk of contraband entering the facility via postal mail and by providing a streamlined, labor-free, automated means to process inmate postal mail. MailGuard® also serves as an invaluable investigative tool; digital mail is database-searchable to allow your staff to gain intelligence and eliminate secret communication.
- **Job Search**: helps inmates return to the job market and move past their criminal record by providing access to the U.S. Department of Labor's CareerOneStop website. CareerOneStop provides resources to help inmates find employers and learn how to talk about their conviction.
- **Requests/Grievance**: inmates can electronically create and submit general requests, medical requests and grievances via our SmartRequest™ platform. The customizable and detailed electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility.
- **Law Library**: provides inmates with complimentary, self-service access to Federal and State statutes and case law, a legal dictionary, and other aids to assist with research pertinent to their case. By eliminating the need to escort inmates through the facility to access legal resources, staff burden is reduced.
- **Commissary**: allows inmates to place orders for commissary items. Integration with the facility's commissary provider is performed by Smart Communications at no cost.
- **PDF Viewer/Documents**: allows inmates to view the inmate handbook, PREA information and other .PDF documents uploaded by authorized facility staff.

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- **Inmate Videos**: allows inmates to access MP4 video files uploaded by authorized facility staff (i.e., video version of inmate handbook, facility orientation video, etc.).
- **Calendar**: inmates can access a system-wide calendar/appointment manager. Authorized users can add appointments and other dates to specific inmates' calendars or to the global calendar for all inmates. ***NOTE**: The calendar can also be interfaced with the County's JMS to allow inmates to access court/release date information. This function is facility/vendor-specific, and some vendors may charge for access to the information.*
- **Trust Account/Debit Purchase Lookups**: inmates can view trust account balances and debit purchases. ***NOTE**: Requires the County's incumbent inmate banking/trust commissary vendor to provide the appropriate data feed*.
- **Calculator, Dictionaries and Clock**: provides inmates with access to a calculator to perform basic math and trigonometric calculations, language dictionaries (English/Spanish) and a clock with local time.
- **Video Relay Service**: Video Relay Service (VRS) and Video Remote Interpreting (VRI) can be provided by Purple Communications on Smart Communications' hardware. Purple Communications' VRS and VRI are FCC-certified solutions for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).

SmartTablet™ devices support all SmartKiosk™ applications, features and functionalities, as well as:

- **Entertainment**: inmates can stream various media, TV shows, movies and games on demand through SmartEntertainment™, with complimentary access to select Ebooks and Internet radio stations.
- **Education and Reentry**: provides inmates with complimentary access to a vast resource of educational, reentry, vocational, life skills, self-improvement and recovery courses and content.

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5.2.2.1.18. The Video Visitation System shall utilize high quality video, H.264 video standard, 64 Kbps- 2 Mbps video transmission speeds, and a wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (l76x 144pixels).

RESPONSE: Confirmed.

5.2.2.1.19. The Video Visitation System shall be designed for: up to 30 frames per second of high-quality video at 384+ Kbps, up to 15 frames per second of high-quality video at 64 - 320 Kbps, and constant or variable bit rate and frame rate.

RESPONSE: Confirmed.

5.2.2.1.20. The Video Visitation System shall provide encryptions for all visits.

RESPONSE: Confirmed.

5.2.2.1.21. In-Process Visits shall have a visible countdown timer and a recording notification legibly posted in both English and Spanish

RESPONSE: Confirmed.

5.2.2.1.22. All video visitation station components shall be field- replaceable by facility staff or by the Video Visitation System contractor. All video visitation station components shall be non--proprietary.

RESPONSE: Confirmed.

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5.2.2.1.23. The terminal will be able to access the web-based application and be enabled for touch screen inputs.

RESPONSE: Confirmed..

5.2.2.1.24. The Video Visitation System shall have the option for handset volume control.

RESPONSE: Confirmed.

5.2.2.1.25. All visitation recordings shall be processed and stored at the Sheriff's Office and Probation Department's option and direction: at a remote data center or stored locally within the facility on a separate server environment (will NOT use Sheriff's Office and Probation Department's internal server environment).

RESPONSE: Confirmed. Please refer to our response to ***#5.2.2.1.8*** for details.

5.2.2.1.26. The Video Visitation System shall provide software updates free of charge to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.27. The Video Visitation System shall be a user-friendly, highly graphical, keyboard and mouse-driven application or better.

RESPONSE: Confirmed. Smart Communications' SmartKiosk™ and SmartTablet™ devices are equipped with interactive and user friendly touch screen displays.

5.2.2.1.28. The Video Visitation System shall be accessible via standard browser to facility users with network access and application privileges.

RESPONSE: Confirmed. The system is only accessible to authorized County personnel via the secure, web-based SmartEcosystem™ Dashboard. Authorized personnel must enter their username and password credentials to log in to the SmartEcosystem™ Dashboard. After logging in, users can perform all system functions relative to their security level setting. For security, accountability and auditing purposes, all user activity, such as page views and database modifications, are logged in detail.

5.2.2.1.29. The Video Visitation System shall be a privilege-based system allowing the assignment of privileges to customizable user's groups and user assignment to specific user groups.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard incorporates managed password control. Smart Communications will provide administrator access to our secure, web-based SmartEcosystem™ Dashboard which allows for the addition/removal of users and the assignment of different user security levels. The system will allow unlimited flexibility, allowing each function in the system to be assigned to a specific username and password for different levels of security clearance.

5.2.2.1.30. The Video Visitation System shall allow the facility to automatically notify a user(s) and/or user group(s) via Email when a visitation station is added, modified and/or taken offline.

RESPONSE: Confirmed.

5.2.2.1.31. The Video Visitation System will interface with the facility's jail management system (JMS) and provide Sheriff's Office-specific and Probation Department- specific information for tracking Incarcerated

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Individuals/Youth and visitor activities and patterns. The Video Visitation System shall track all Incarcerated Individuals/Youth housing unit assignments, movements and Incarcerated Individuals/Youth releases to validate scheduled visitation integrity.

RESPONSE: Confirmed.

5.2.2.1.32. The Video Visitation System shall automatically attempt to reschedule all visits associated with the Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has changed housing locations.

RESPONSE: Confirmed.

5.2.2.1.33. Video Visitation System shall automatically cancel all visits associated with an Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has been released.

RESPONSE: Confirmed.

5.2.2.1.34. Video Visitation System shall notify visitor(s) via Email and automated phone message if a visitation has been cancelled.

RESPONSE: Confirmed. Public users are notified of pending SmartVisit™ VVS sessions by email or text message. Once scheduled, the user can view visit details at SmartInmate.com. Public users will also be notified by email if there are any cancellations or changes to the visit.

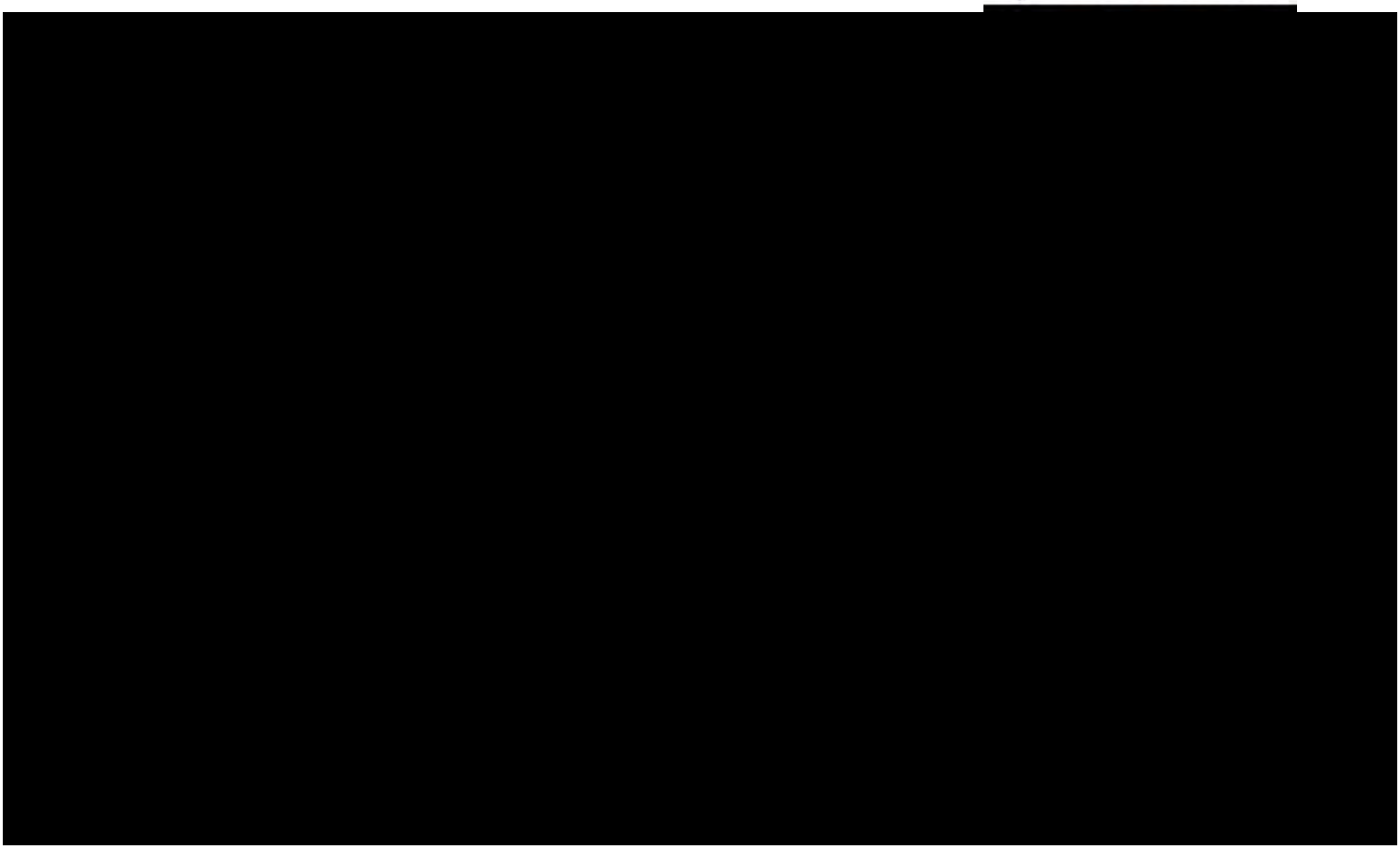
5.2.2.1.35. The Video Visitation System shall allow the Sheriff's Office and Probation Department to require and process pre-screening data to be specified by the facilities, prior to scheduling video visits, to streamline video visits.

RESPONSE: Confirmed. SmartVisit™ VVS features a robust, web-based Visitation Scheduler application. This applicable allows public users to use any PC, smartphone or tablet with an active Internet connection, or a facility lobby kiosk to schedule on-site or remote video visitation sessions. The Visitation Scheduler's intelligent software eliminates the need for staff to be involved in the visitation scheduling process and greatly reduces lobby foot traffic and wait times by employing conflict-checking algorithms to ensure video visitation stations are available at the session times requested.

To schedule a SmartVisit™ VVS session, an individual must create a SmartInmate.com account. During the account creation process, the individual is prompted to provide basic contact information, and create a unique username and password. Additional security features, such as requiring a public user to upload a form of government issued ID and a profile picture for identity confirmation, are also available.

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5.2.2.1.36. The Video Visitation System shall allow the facilities to manage and schedule internet video visitation, on- premises and off-premises video visitation and non- video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling polices.

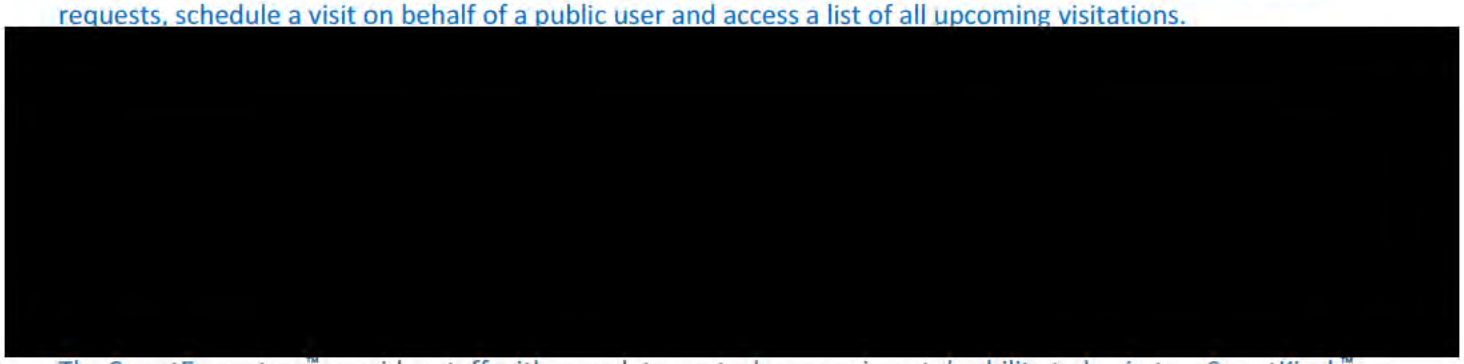
RESPONSE: The SmartEcosystem™ Dashboard is equipped with a granular "***Schedule***" function. This function allows authorized facility staff to control both the days of the week and times in which on-site, on-demand and remote SmartVisit™ VVS services are available for inmate use.

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In the SmartEcosystem™ Dashboard, authorized facility staff can also review/approve public user visitation requests, schedule a visit on behalf of a public user and access a list of all upcoming visitations.



The SmartEcosystem™ provides staff with complete control over an inmate's ability to log in to a SmartKiosk™ or SmartTablet™ device, and to which service applications they are provided with access. Device and service restrictions may be configured for a specific inmate, group of inmates/housing unit or the entire facility.

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5.2.2.1.37. The Video Visitation System shall allow the facility to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording and monitoring rules and scheduling and polices.

RESPONSE: Confirmed.

5.2.2.1.38. The Video Visitation System shall allow the facility to create specific personal and non-recorded professional (Attorney) visitation time slots for internet video visits, on-premises and face-to-face visits.

RESPONSE: Confirmed.

5.2.2.1.39. The Video Visitation System shall allow the facility to determine what types of visits (Internet, on- premises or both) are allowed for each housing unit.

RESPONSE: Confirmed.

5.2.2.1.40. The Video Visitation System shall allow the facility to establish and manage approved visitor lists for the entire facility, only selected housing units or only selected Incarcerated Individuals/Youths.

RESPONSE: Confirmed.

5.2.2.1.41. The Video Visitation System shall provide for an Exclusion List and allow the facility to schedule a "no visitations" event with customizable duration for an Incarcerated Individuals/Youth, station, station group, housing unit and/or visitation center.

RESPONSE: Confirmed.

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5.2.2.1.42. The Video Visitation System shall provide authorized Sheriff's Office and Probation Department users the ability to do searches and create reports.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with multiple SmartVisit™ VVS administrative and reporting tools. Please refer to ***Section 3, #8.2.3.5 Management and Maintenance Reports*** for details.

5.2.2.1.43. The Video Visitation System shall allow the facility to establish and automatically enforce different Incarcerated Individuals/Youth and visitor quotas for internet video visits, on-premises video visits and face- to-face visits.

RESPONSE: Confirmed.

5.2.2.1.44. The Video Visitation System shall allow the facility to denote a visitor as being a professional visitor.

RESPONSE: Confirmed. The SmartVisit™ VVS registration and scheduling process allows public users to register their account to receive confidential/privileged video visits. The submitted application will be put in queue until approved by the authorized facility administrator.

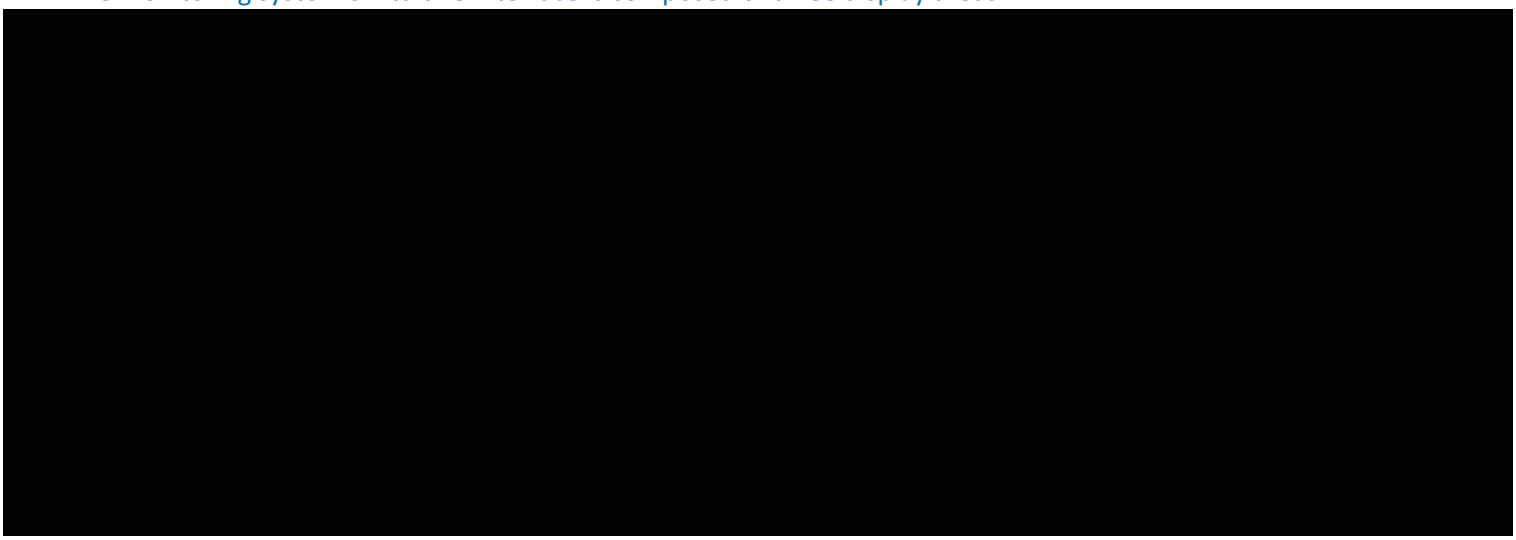
5.2.2.1.45. The Video Visitation System shall automatically start each visit at the designated start time.

RESPONSE: Confirmed. After a SmartVisit™ video visitation session has been initiated by the visitor, the system will wait for the inmate to log in to their video visitation terminal or tablet device. The video visitation will commence automatically as soon as both parties are logged in and present without staff intervention.

5.2.2.1.46. Video Visitation System shall allow for real-time visitation monitoring of all video visitations conducted onsite and offsite.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with a live video visitation monitoring feature, which allows authorized facility staff to monitor all non-privileged SmartVisit™ sessions in real-time, on-site or remotely from any PC equipped with a common web browser and active Internet connection.

The monitoring system's intuitive interface is composed of three display areas:



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5.2.2.1.47. The Video Visitation System shall provide synchronized digital video and audio recording for all visitation sessions.

RESPONSE: Confirmed. Please refer to our response to ***#5.2.2.1.8*** for details.

5.2.2.1.48. The Video Visitation System shall automatically attempt to reconnect stations if connectivity is lost.

RESPONSE: Confirmed.

5.2.2.1.49. The Video Visitation System will provide for a Visitation Rules system that allows for configurable rules to be established in order to encourage usage and minimize the number of people in the lobby.

RESPONSE: Confirmed. In addition to many built in features, Smart Communications' SmartVisit™ VVS allows for the configuration of Visitation Rules to encourage usage and minimize the number of people in the lobby.

To encourage usage:

- Free visitations – free on-site visitations for public visitors and free remote visitations for professional visitors are included
- Time extension – authorized users can extend the time of any running visit
- Self-service experience – public users can schedule and initiate visitation sessions without staff intervention
- Inmate-initiated visits – inmates can send a visitation request to a public user via email or text; the visitor has three minutes to initiate the session once the request is sent

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To minimize lobby foot traffic:

- Automatic cut off – sessions are automatically terminated the at the end of the allotted visitation period to ensure schedules are maintained
- Conflict checking – the web-based Visitation Scheduler employs conflict checking algorithms to ensure video visitation stations are available at the session times requested
- Remote visitations – public users can schedule and participate in a visitation session via an internet-enabled PC

Most of these features can be configured by authorized users via the SmartEcosystem™ Dashboard.

5.2.2.1.50. The Video Visitation System will provide the Incarcerated Individuals/Youth with standard information retrieved from the facility's jail management system (i.e., court dates, trust account balances).

RESPONSE: Confirmed.

5.2.2.1.51. The Video Visitation System shall allow the facility to create remote video visitation billing charges.

RESPONSE: Confirmed.

5.2.2.1.52. Video Visitation System must have the ability to differentiate between professional visitors on the approved list and those who aren't on the approved list and non-professional visitors (i.e., allow public defenders and private attorneys on the approved list to have free remote visits, while charging non-professional visitors for remote visits, etc.).

RESPONSE: Confirmed. SmartVisit™ VVS will be configured to allow for no cost remote professional video visitation sessions. Authorized County staff can create or approve a profile for an individual considered a "professional visitor" via the SmartEcosystem™ Dashboard. Once the professional visitor's profile has been established, authorized staff can specify if visitation sessions related to the profile are to be recorded and set a custom visitation time length.

5.2.2.1.53. Video Visitation System shall allow the facility to implement a non-refundable processing fee.

RESPONSE: Confirmed.

5.2.2.1.54. Video Visitation System shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.

RESPONSE: Confirmed.

5.2.2.1.55. Video Visitation System shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.

RESPONSE: Confirmed.

5.2.2.1.56. Video Visitation System shall allow authorized facility staff to override or refund visitation charges

RESPONSE: Confirmed.

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5.2.2.1.57. The equipment, cabling, wiring, and conduit installed at the Sheriff's Office and Probation Department facilities shall remain the sole and exclusive property of the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department will not be responsible for any damage to the Video Visitation System equipment.

RESPONSE: Acknowledged and agreed.

5.2.2.1.58. Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all Video Visitation System units, hardware, and related service equipment in good working order and in compliance with equipment manufacturer's specifications throughout the term of the contract.

RESPONSE: Acknowledged and agreed.

5.2.2.1.59. Contractor shall provide Customer Service support for video visitation system that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

RESPONSE: Confirmed. Friends and family of inmates who need assistance with the services we provide can contact our Customer Care Center 24/7/365 by calling our toll-free line at 888-843-1972. All calls are answered by a live, U.S.-based representative.

5.2.2.1.60. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Hosted Incarcerated Individuals/Youth Video Visitation System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

RESPONSE: Confirmed. County staff is supported by our Technical Support Center, which can be reached 24/7/365 toll-free at 844-346-0988 or via email at support@smartcommunications.us. All Technical Support staff are highly trained, based in the U.S. and employed directly by Smart Communications (support is not outsourced to a third-party provider).

5.2.2.1.61. Contractor shall describe how it performs standard system testing to ensure that the Video Visitation System and its network services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Video Visitation System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

RESPONSE: The following tests are conducted by Smart Communications to ensure our SmartVisit™ VVS and networks are stable, reliable and ready to handle visitation traffic.

- Unit Testing: This involves testing individual hardware components and modules in isolation to verify their functionality and is performed immediately after hardware is requisitioned from inventory. Unit testing ensures each component performs as expected and can help identify and fix any potential issues at an early stage.

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- System Testing: This phase involves testing the hardware, software and network as an entire system. System testing includes end-to-end scenarios (successful importation of JMS data feed, public user profile creation and registration approval, scheduling, etc.) load testing (under normal and peak load conditions), and stress testing to validate the system's functionality, performance and scalability.
- Security Testing: It is crucial to perform rigorous security testing to identify vulnerabilities and ensure the system's protection against potential threats. This includes testing for encryption protocols, access controls, authentication mechanisms, and data privacy measures. Penetration testing and vulnerability assessments are also conducted at this time.
- Customer Acceptance Testing (CAT): CAT involves testing the system from the customer's perspective to ensure it meets their requirements and expectations. Facility Project Lead personnel and installation team members participate in CAT to validate the solution's usability, functionality and overall user experience.

County staff involvement to facilitate testing is limited and includes:

- Facility Project Lead's approval of hardware and network installation plan
- Provisioning of security clearance and facility access/security escort for installation team members
- Facility Project Lead's participation in CAT for approval/sign-off of system installation and performance; this test is usually completed within 30 minutes

5.2.2.1.62. Contractor shall be responsible for all maintenance and repairs to the Video Visitation System.

RESPONSE: Acknowledged and agreed.

5.2.2.1.63. Contractor shall provide 24/7/365 support for software and hardware problems and shall comply with response times detailed in Exhibit II - Incarcerated Individuals/Youth Tablets and Video Visitation System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Video Visitation System problems. This toll-free maintenance/repair telephone number shall be available for reporting Video Visitation System problems twenty-four (24) hours per day, every day of the year.

RESPONSE: Acknowledged and agreed.

5.2.2.1.64. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Video Visitation System Service Level Agreement in Exhibit II.

RESPONSE: Acknowledged and agreed.

5.2.2.1.65. Contractor shall provide and maintain an inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the Video Visitation System. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

RESPONSE: Acknowledged and agreed. We will provide adequate spare parts for repairs and maintenance of the system. As parts are used, additional parts will be replaced to maintain a full inventory at all times.

5.2.2.1.66. The Contractor shall develop procedures and schedules to conduct monthly preventive maintenance on the Video Visitation System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the preventative

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maintenance performed. The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Video Visitation System and all of its components in good working order, including the performance of preventive maintenance.

RESPONSE: Acknowledged and agreed. Monthly preventive maintenance procedures will be performed by the full-time, On-site Certified Technician (OCT) provided by Smart Communications at ***no cost*** to the County. For additional details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

5.2.2.1.67. Contractor shall provide onsite training and all end-user training on the Video Visitation System to designated Sheriff's Office and Probation Department's staff at no additional cost to the Sheriff's Office and Probation Department. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days from the "go- live" date, at no cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed. All technologies and services provided by Smart Communications include comprehensive initial on-site training at ***no cost***. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training as needed. Both on-site and remote training are available upon request at ***no cost*** throughout the contract term.

A detailed scope of the training topics covered for each user access level has been provided in response to ***Section 3 – Technical Proposal***, ***#8.2.3.3 Training – Post-Implementation and Ongoing***.

5.2.2.1.68. Contractor shall provide training on system upgrades or any component thereof, if any.

RESPONSE: Acknowledged and agreed.

5.2.2.1.69. Contractor shall provide user manuals to the Sheriff's Office and Probation Department.

RESPONSE: As Smart Communications' technologies and services are continuously upgraded and enhanced, user guides provided on static media, such as printed documents or digital files on a thumb drive, quickly become outdated. To ensure new and existing users are provided with the most current information, our web-based SmartEcosystem™ Dashboard features dynamic pop-up definitions on key system terms and functions. The pop-ups include step-by-step instruction to help staff better understand and complete both basic/common and advanced tasks. These pop-up definitions can be printed if desired. If additional assistance is ever needed, Smart Communications' trained, U.S.-based Technical Support Specialists can be reached 24/7/365 toll-free by calling 844-346-0988 or emailing support@smartcommunications.us.

5.2.2.1.70. Contractor must describe its standard system testing to ensure that the proposed Video Visitation System and associated services are fully implemented and ready to accept visitation traffic and

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Sheriff's Office and Probation Department's use. This description must include Contractor and industry standard methodologies, procedures, and protocols.

RESPONSE: Acknowledged and agreed. Please refer to our response to #***5.2.2.1.61*** for details.

5.2.2.1.71. Contractor shall describe what is required of the Sheriff's Office's and Probation Department's personnel during the system testing. All hardware, software, licensing, etc. required to perform the testing must be provided by Contractor to the Sheriff's Office and Probation Department at no cost. System testing will simulate normal operating conditions and include full traffic load representing high traffic situations for visitation traffic.

RESPONSE: Acknowledged and agreed. Please refer to our response to #***5.2.2.1.61*** for details.

5.2.2.1.72. Annual Review - Within thirty (30) calendar days following the end of the Agreement year, Contractor Project Manager or Senior Management personnel shall meet with the Sheriff's Office and Probation Department (at their discretion) and provide a comprehensive report of Video Visitation System activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This shall also include a Contract Review for the preceding year.

RESPONSE: Acknowledged and agreed.

5.2.2.1.73. Integration of Video Visitation System - Contractor shall submit detailed plans for the provision of necessary telephone equipment and the new Video Visitation System, while minimizing the impacts to current operations. The new Video Visitation System shall become fully operational upon successful completion of all system testing and acceptance by the Sheriff's Office. System acceptance test criteria is as follows: all Video Visitation System units tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office's Project Manager. All Video Visitation System installation plans and schedules will be reviewed and approved by the Sheriff's Office's Project Manager in order to minimize impacts to normal operations.

RESPONSE: Acknowledged and agreed. Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.



By coupling this phased approach to project management/ implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided in

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response to ***Section 3 – Technical Proposal, #8.2.3.2 Project Methodology and Project Management***. Please note that the plan/schedule provided is "preliminary" and can be adjusted if necessary to help achieve the County's project completion objective.

5.2.2.2. Project Approach and Management - Contractor shall present an overview, which shall be a narrative description, of Contractor's plan for providing the Video Visitation System to the Sheriff's Office and Probation Department. Contractor shall provide in full detail, its understanding and response to the Scope of Work.

5.2.2.2.1. Implementation Plan and Schedule - Contractor shall provide a detailed Implementation Plan and Schedule. The installation shall include a user testing and acceptance provision for the Sheriff's Office and Probation Department. Time is of the essence in providing a fully functional Incarcerated Individual/Youth video visitation system, and Contractor is required to provide a fully functional system tested and accepted by the Sheriff's Office and Probation Department. At the Sheriff's Office's and Probation Department's discretion, any failure or deficiency within the Vendor's control to provide this service within the agreed-upon implementation schedule provided by the Contractor shall incur a penalty until fully functional. Implementation Plan and Schedule shall include the Summary of management/work plan for this Project and Project Schedule with Project Milestone Dates.

RESPONSE: Acknowledged and agreed. A detailed Implementation Plan and Schedule are provided in response to ***Section 3 – Technical Proposal, #8.2.3.2 Project Methodology and Project Management***.

5.2.2.2.2. Project Control Document (PCD) - Upon effective date of Agreement, the Contractor shall create and deliver to the County and Probation Department, Project Control Documents (PCDs) consistent with the Scope of Work. The contents of each PCD shall include the following:

- **5.2.6.1.1.1. Introduction**
- **5.2.6.1.1.2. Executive Summary**
- **5.2.6.1.1.3. Project Mission and Objectives**
- **5.2.6.1.1.4. Project Scope**
- **5.2.6.1.1.5. Work Breakdown Structure**
- **5.2.6.1.1.6. Master Project Schedule**
- **5.2.6.1.1.7. Change Control Plan**
- **5.2.6.1.1.8. Project Team**
- **5.2.6.1.1.9. Risk Assessment and Management**

RESPONSE: Acknowledged and agreed.

5.2.6.1.2. Project Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, Project Management certification, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the County and Probation Department's main point of contact during the Video Visitation System installation. Contractor shall provide the names, years of service, educational attainment/degrees, qualifications, addresses and telephone numbers of each member of Contractor's Project Implementation Team, including an Escalation Chart with complete contact information.

[redacted]

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[redacted], address, etc.

Please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***" for our escalation chart.

5.2.6.1.3. Post-Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, address and telephone number(s) for the Contractor's Account Manager, which will be the County and Probation Department's main point of contact during the Contract(s) term.

[redacted]

Please refer to ***8.2.2.3 Key Personnel's Names and Experience*** for further details.

5.2.6.2. Management Reporting

5.2.6.2.1. Project Status Report - Contractor shall submit Project Status Reports during the System Implementation Period separately to the Sheriff's Office and to the Probation Department. The Contractor shall submit such reports to the County and Probation Department Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday, or holiday. The reports shall, at a minimum, state:

5.2.6.2.1.1. Period covered by report
5.2.6.2.1.2. Project progress and plans
5.2.6.2.1.3. Issues tracking, including deficiencies
5.2.6.2.1.4. Project schedule, including work scheduled for completion, which was completed, and work scheduled for completion which was not completed
5.2.6.2.1.5. Updates to Project Control Document
5.2.6.2.1.6. Project risks identified through the quality assurance process
5.2.6.2.1.7. Any other information that the County and Probation Department or may reasonably require

RESPONSE: Acknowledged and agreed.

5.2.6.2.2. Monthly Project Report - The Contractor shall submit Monthly Project Reports pertaining to the operation and maintenance of the Video Visitation System. Monthly reports shall be for the period including the first day of the month through the last day of the month. Post- implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. The reports shall include, but not be limited to, the following:

5.2.6.2.2.1. Incarcerated Individuals/Youth Video Visitation Detail Reports
5.2.6.2.2.2. Revenue Share Reports (on Remote Visits)

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5.2.6.2.2.3. Total Video Visits Completed and Billed Report: Report shall be in summary format by facility.
5.2.6.2.2.4. Any Unauthorized Video Visit Activity Detected Report: Report shall be in summary format by facility and shall contain any information available to support the subsequent investigation of such activities.
5.2.6.2.2.5. System Outages and/or Maintenance Performed Report: Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date, time and who notified the County and Probation Department.
5.2.6.2.2.6. Video Visitation System Inspection and Maintenance Log: This report shall be submitted to the County and Probation Department on a quarterly basis or as required by the County and Probation Department.
5.2.6.2.2.7. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the County and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.6.2.3. Year-End Summary Report - Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's Video Visitation System and separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The Year-End Summary Report is due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Video Visitation System for the subject Agreement year.

RESPONSE: Acknowledged and agreed.

5.3 Contractor to comply with all Local State and Federal Laws and Regulations

RESPONSE: Acknowledged and agreed.

Section 4 – STATEMENT TO SERVICE ENTIRE COUNTY

Include a statement acknowledging which of the following locations your company can provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far South as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

RESPONSE: Smart Communications can provide services to all locations within the County of Monterey.

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Section 5 – ENVIRONMENTALLY FRIENDLY PRACTICES

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (Reference: https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305)

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

RESPONSE: Though Smart Communications is not a "Green Certified" business, we do utilize environmentally friendly practices, as demonstrated by our MailGuard® Postal Mail Elimination System recycling practices. Non-privileged inmate postal mail is sent directly to our MailGuard® processing center located in Seminole, FL. Upon arrival, our highly trained staff utilizes cutting-edge technology to convert the inmate mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to Smart Communications' intelligent MailGuard® platform for facility staff review/approval. After the review/approval, the digital files are automatically delivered to the inmates via the SmartTablet™ or SmartKiosk™ devices available at the facility.

Original copies of processed inmate mail are stored in a dry, climate-controlled environment in our secure processing facility for a standard 30-day storage period. When the storage period expires, these original copies are destroyed via an on-site paper shredding process and then recycled.

In 2022 alone, we recycled approximately 49,862 lbs of paper – almost 25 tons, resulting the in conservation of the following resources:

- 424 Trees*
- 9,474 Gallons of Oil*
- 174,516 Gallons of Water*
- 119,668 Kilowatt Hours of Energy*
- 2,493 Cubic Yards of Landfill Space*

**Estimated figures derived from official U.S. Environmental Protection Agency (EPA) calculations and actual prices from wholesale suppliers of paper, electric, water and landfill companies. For information security purposes, all material is 100% destroyed prior to recycling.*

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Section 6 – PRICING & WARRANTY

OFFER (ATTACHMENT A)

Proposal Highlights|

- » ITS $0.05/minute flat call rate with $0.01/minute commission on all call types, including interstate and international with $125,000.00 Minimum Annual Guarantee (MAG)
- » Remote VVS $0.10/minute flat call rate (no minimum usage requirements) with 50.0% commmission
- » *Free* Attorney/Public Defender Remote VVS sessions
- » Tablet Streaming Entertainment flat rate of $0.03/minute with 50.0% commission
- » SmartInmate™ Electronic Messaging System with two *free* messages every week for each incarcerated person ($46,800.00 annual value)
- » Unlimited *free* Attorney Messaging/Legal Document delivery with eSignature functionality
- » *Free* Patented MailGuard® and MailGuardLegal® System services ($648,000.00 annual value)
- » *Free* SmartLaw™ Digital Law Library access ($20,000.00 annual value)
- » *Free* SmartEd™ and SmartReentry™ educational resources and rehabilitative programs
- » *Free* SmartRequest™ Digital Request/Grievance/Medical Form System services
- » *Free* SmartTablet™ devices (1:1 tablet distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- » *Free* Jail Management System (JMS) and Commissary Interfaces with Automated Information Service (AIS)
- » Full-Time, On-site Certified Technician (OCT) ($75,000.00 annual value)
- » 24/7/365 live, U.S.-based Customer and Technical Support.

NOTE: Annual values based upon an Average Daily Population (ADP) of 900 incarcerated persons. Our initial offer based on our understanding of what was desired by the agency and we are completely open to modify our financial offer to meet the desires of the agency.

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MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881

TELEPHONE SERVICES, TABLET PROGRAM, VIDEO VISITATION SYSTEM

Smart Communications is presenting the Monterey County Sheriff's Office (MCSO) with a comprehensive incarcerated person (IP) communication technology/service package. This package is composed of our turnkey SmartEvo™ ITS, SmartVisit™ VVS, SmartRequest™ Digital Request/Grievance/Medical Form System, and SmartInmate™ Electronic Messaging System, as well as the following value-added technologies, services and benefits at ***no cost***:

- SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools
- Patented MailGuard® Postal Mail Elimination System service ($324,000.00 annual value)*
- Patented MailGuardLegal® System service ($324,000.00 annual value)*
- Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)
- All hardware with installation and software upgrades
- Full-time, On-site Certified Technician (OCT) ($75,000.00 annual value)*
- 24/7/365 live, U.S.-based customer and technical support
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- SmartInmate™ Electronic Messaging System service, including two ***free*** SmartInmate™ messages every week for each IP ($46,800.00 annual value)*
- ***Free*** Remote VVS service for attorneys and public defenders
- ***Free*** unlimited Attorney Messaging with Legal Document delivery and eSignature functionality
- SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs
- SmartLaw™ Digital Law Library ($20,000.00 annual value)*
- Debit Release Card System

*Based on an IP average daily population (ADP) of 900.

TOTAL VALUE-ADDED TECHNOLOGIES, SERVICES & BENEFITS OVER 5-YEAR CONTRACT TERM

$3,949,000.00+

To strengthen the County's budget, our offer also includes:



- **$0.01/minute commission all SmartEvo™ ITS calls with $125,000.00 Minimum Annual Guarantee (MAG) commission**
- **50.0% commission on total gross SmartVisit™ VVS remote video visitation session revenue**
- **50.0% commission on total gross SmartEntertainment™ revenue**
- **20.0% commission on total gross SmartInmate™ Electronic Messaging System revenue**
- **100.0% commission on total gross SmartEvo™ ITS Inbound Voicemail eXchange (VMX™) revenue provided at a fixed rate of $1.00/voicemail.**

Additional information about all aspects of our proposal, technologies, services and benefits is provided in greater detail in the sections that follow.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency.

If you have any questions or would like to discuss modifications to our proposed offer, please do not hesitate to contact me directly via email jon.logan@smartcommunications.us or phone 888-253-5178.

Thank you for your consideration and we look forward to working with Monterey County Sheriff's Office.

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MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO VISITATION SYSTEM

Respectfully,



Jon Logan
CEO - Smart Communications

The First, Most Field-Proven and Innovative Inmate Telephone System Available

SmartEvo™ Inmate Telephone System (ITS)

Smart Communications' state-of-the-art SmartEvo™ ITS includes:

Administration and Control|

- Robust call scheduling and control feature set provides automated and manual, granular control over all aspects of telephone availability and access privileges
- Multiple call analysis tools providing standard and customizable reports
- Easy to manage global and personal allowable number lists
- Secure, web-based design provides full on-site and remote access to all administrative controls and tools based on user permission level

Security|

- Voice biometrics
- 3-way calling and hook-switch dialing detection and prevention
- Positive DTMF call acceptance
- 24/7/365 remote network monitoring ensures 99.99% uptime

Recording Storage and Retrieval|

- CDRs, call recordings and systems data are stored on encrypted and redundant storage area networks (SAN) at three separate geographic locations
- All CDR and call recording data remains securely stored and accessible to staff for one year or longer after agreement expiration
- Download a single file or select a set of call recordings to play back, burn/copy to disk or email in .MP3 file format

Call Monitoring and Investigative Tools|

- Unlimited and undetectable live call monitoring
- Hot number/call watch list offering text, phone or email alert notifications
- Call transcription with translation and keyword search capability
- Advanced case management tools to help investigators better track and manage assets for specific incidents or individuals that can be shared securely with external law enforcement agencies
- "*Best Known Name and Address*" feature queries internal client databases to help locate the address associated with telephone numbers
- SmartLink™ tools allow investigators to check for any links between IPs and public individuals or other IPs using multi-path and multi-relation analysis

Optional Value-Added Features|

- Compatibility/deployment of on-site, visitation telephone hardware
- Interoperable with SmartTablet™ and SmartKiosk™ devices to provide tablet/kiosk-based calling
- Indigent calling feature to configure free call quantity limits to predesignated numbers, including designated call durations and calling windows
- Custom speed dial to agency-defined numbers and/or designated voicemail boxes for IPs to contact PREA, crime tips, public defenders and more
- Seamless Video Relay Service (VRS) and Video Remote Interpreting (VRI) interfacing

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SmartEvo™ ITS Call and Commission Rates	
Call Rate/Minute	**Commission Rate**
$0.05	$0.01/minute

NOTE: ITS rates apply to all call tariff (Local, IntraLATA/Intrastate, InterLATA/InterState, InterState and International) and payment types (Collect, Direct-Billed, Prepaid Collect and IP PIN Debit). ITS rates and commissionable revenue do not include local, state or federal taxes, or any amount Smart Communications collects for payments required by statutory or regulatory programs mandated by governmental agencies, such as the Federal Universal Service Fund or $0.02/minute cost recovery fee. SmartEvo™ ITS Voicemail Exchange (VMX™) service is available. This service allows public users to leave up to a 60-second voicemail for a charge of $1.00/voicemail message. The County will receive 100.0% commission on total gross VMX™ revenue.

True "Self-Service" Video Visitation With Zero Staff Involvement

SmartVisit™ Video Visitation System (VVS)

Smart Communications' SmartVisit™ VVS was introduced in 2015 and remains the most intelligent video visitation platform in corrections. SmartVisit™ utilizes industry exclusive content filtering software and a robust web-based scheduling application that streamlines and automates the visitation process to provide a true "self-service" video visitation experience with zero staff involvement. Our advanced content filtering software eliminates the need for staff to "baby-sit" a visitation session. Only the user's face is shown, blocking out all other content, such as backgrounds, gang signs/hand gestures, nudity and other "virtual contraband."



The secure, web-based SmartEcosystem™ Dashboard provides authorized staff with access to important VVS details, reports and information, including:

- **Welcome/Dashboard**: provides a summary view of the number of visits scheduled each day for the week, units offline, recording space and a message board.
- **Session History Report**: includes visitor/IP name, session date, session start/end times, visitor station location and IP/pod station location.
- **Video Visitation Recordings**: recorded visits are searchable, viewable and downloadable in .MP4 format.
- **User Activity Reports**: details facility staff use of the system, by user.

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Additionally, our SmartVisit™ VVS helps keeps IPs connected with their family and friends by supporting Video on Demand (VOD) which allows IPs to initiate their own remote video visitation sessions on SmartKiosk™ or SmartTablet™ devices with no minimum usage requirements.

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates –	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	$0.10	50.0%
	Remote (Video on Demand)	$0.10	

Corrections First and Most Field Proven System with Unlimited Free Attorney Messaging and Legal Document Delivery with eSignature Functionality

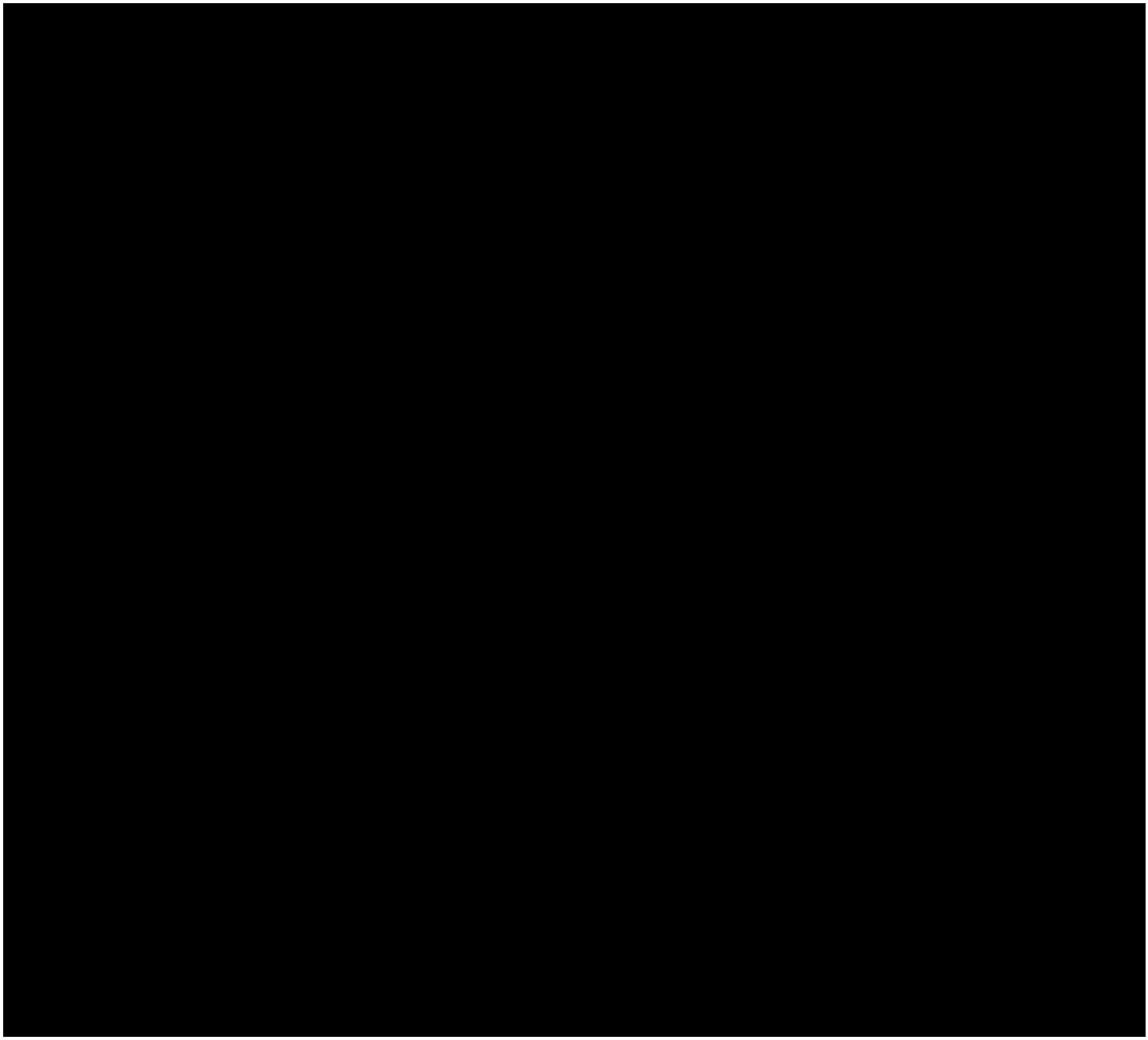
SmartInmate™ Electronic Messaging System

Smart Communications' offer includes the provision of our SmartInmate™ Electronic Messaging System service. This highly intelligent system allows IPs to stay in contact with their friends and family via a controlled electronic messaging platform like email. SmartInmate™ has many built-in investigative features; for example, SmartInmate™ can automatically monitor and send instant notifications when messages containing user-defined keywords or names are transmitted, or when IPs being shadowed under investigation send/receive messages or connect with a new public user.

SmartInmate™ also collects data on public users who communicate with inmates at your agency. Such data includes connected IPs, phone numbers, IP-addresses, email addresses, GPS locations and more. SmartInmate™ messages are fully keyword searchable with keywords highlighted in the search results.

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[redacted]

Additionally, SmartInmate™ allows approved contacts to share digital photos with IPs. Prior to delivery to an IP, staff can electronically approve or reject the photo. If "virtual" contraband (nudity, offensive gestures/behaviors, etc.) is detected during the review process, the photo is rejected and is not delivered to the IP. The sender is notified when a digital photo they attempted to share with an IP is rejected. This notification includes the reason why the photo

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was rejected/not delivered. The photo sharing/delivery function of SmartInmate™ allows only approved contacts to share digital photos with IPs. IPs are not able to take or share photos.

	Service Type	Service Rate	Commission Rate
SmartInmate™ Service Rates –	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	$0.10/message	20.0%
	Text message (up to 30,000 characters)	$0.50/message	
	Photo Attachment (inbound only)	$1.00/photo	

FREE COMMUNICATION... NO INCARCERATED PERSON LEFT BEHIND.

Studies have consistently found that incarcerated persons (IPs) who maintain close contact with their family members while incarcerated have better post-release outcomes and lower recidivism rates.

To ensure all IPs can stay connected with their family regardless of their financial situation, Smart Communications will donate two FREE SmartInmate™ Messages every week to each IP – $46,800.00 annual value.

Since 2009, Smart Communications has donated over 40 million free messages.

Completely Eliminate 100% of Drugs and Other Contraband From Entering Your Facility Through Inmate Postal Mail at NO COST

Patented MailGuard® Postal Mail Elimination System

Smart Communications' offer includes our patented MailGuard® Postal Mail Elimination System service to enhance facility safety and efficiency at ***no charge*** ($324,000.00 annual value). MailGuard® provides a complete solution to one of corrections' longest running problems and security loopholes –contraband and secret communications entering facilities in IP postal mail. MailGuard® keeps correctional staff and the IP population safer by providing a remote, virtual mailroom that processes and electronically delivers IP postal mail with zero agency staff labor or exposure risk.

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Monterey County Sheriff's Office and Probation Department

Response to RFP #10881

Telephone Services, Tablet Program, Video Visitation System



Non-privileged IP postal mail is sent directly to our MailGuard® processing center located in Seminole, FL. Upon arrival, our highly trained staff utilizes cutting-edge technology to convert the IP mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to Smart Communications' intelligent MailGuard® platform for facility staff review/approval. After review/approval the digital mail files are automatically delivered to the IPs via SmartTablet™ or SmartKiosk™ devices available at the facility.

In addition to eliminating the risk of contraband entering a facility via mail and providing a streamlined, labor-free, automated means to process IP postal mail, MailGuard® also serves as an invaluable investigative/ intelligence gathering tool. Digital mail is database searchable and allows investigative staff to gain intelligence and eliminate secret communication.

Another value-added feature of Smart Communications' MailGuard® System is our MailGuardTracker.com website. This public website allows mail senders to check the delivery status of their mail by signing up for a free account. Users are assigned a unique MailGuard® Sender ID, enabling them to log in and see if their mail has been received, approved or rejected. Users are also offered optional email or text message notifications to receive status updates and can have their rejected mail returned to them electronically.

All MailGuard® processed mail and SmartInmate™ Electronic Messaging correspondence along with photos received are made available for IPs to download for up 60 days after their release at ***no charge***.



Our offer also includes the provision of our patented MailGuardLegal® Privileged Mail System service at ***no charge*** ($324,000.00 annual value). This field-proven system eliminates delivery of illicit substances through privileged legal mail without violating IP confidentiality or privacy rights. The system includes a portable MailGuardLegal® Cart equipped with customized hardware, allowing IPs to open, scan and print their legal mail under the direct supervision of an officer.

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The Easiest to Use, Most Customizable and Detailed Electronic Form Submission Platform Provided at NO COST

SmartRequest™ Digital Request/Grievance/Medical Forms



Smart Communiations' proposal includes our SmartRequest™ Digital Request/Grievance/Medical Form System service. As the world's first digital IP request/grievance/medical form system in corrections, SmartRequest™ is also the easiest to use, most customizable and detailed electronic form submission platform available. SmartRequest™ automates the IP form process and helps eliminate paperwork. Electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility. Requests are responded to electronically allowing IPs to get answers quickly; the system can provide automated standard responses and status updates to all involved. The workflow on the SmartRequest™ platform is custom-tailored to department policies and is easy to customize without vendor assistance. Limitations, timers, forwarding, notes, reassignment, escalating, appeals, Jail Management System (JMS) integration, automated reporting (including keyword tracking) and more are all standard features.

Inmate Self-Service Access to Current Legal Resources and Aids Provided at NO COST

SmartLaw™ Digital Law Library



Smart Communications' SmartKiosk™ and SmartTablet™ devices will be configured to provide IPs with self-service access to a digital Law Library at ***no charge*** ($20,000.00 annual value). This value-added benefit reduces staff burden by eliminating the need to escort IPs through the facility to access legal resources. The digital Law Library is kept current with real-time updates, meeting the legal needs of IPs. It provides IPs with access to Federal and State statutes and case law, a legal dictionary, a practice manual and other legal aids to assist them with research pertinent to their case. The time an IP spends accessing the Law Library is logged and retained in our system. The retention of this information creates an audit trail to provide proof of access to help reduce and counter legal disputes.

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Jail Management System (JMS), Commissary and Other Related System Interfaces Provided at NO COST

Smart Communications will interface with the County's JMS and host your commissary vendor's menu at ***no charge***. These interfaces will allow IPs to order commissary directly through the SmartEvo™ ITS, SmartKiosk™ devices and SmartTablet™ devices. We will also work with the appropriate providers to ensure all required deposit/banking services and hardware is available.

Smart Communications will also provide the County with 24/7/365 Automated Information Service (AIS) interfaces. The AIS provides both IPs and external users with general facility and IP information over the phone automatically, alleviating staff burden.

IPs access the AIS by entering a speed dial number on any designated IP phone. Once connected, IPs can access information regarding charges, court dates, visitation eligibility, bond amount, etc.

External users access the AIS by dialing the facility's main telephone number. Once connected, external users can access information such as facility address and directions, visitation policies, IP charges, IP court dates, IP visitation eligibility, IP bond amount, etc. The AIS also provides external users with the option to set up and fund a personal prepaid account or deposit funds into an IP's PIN debit account.

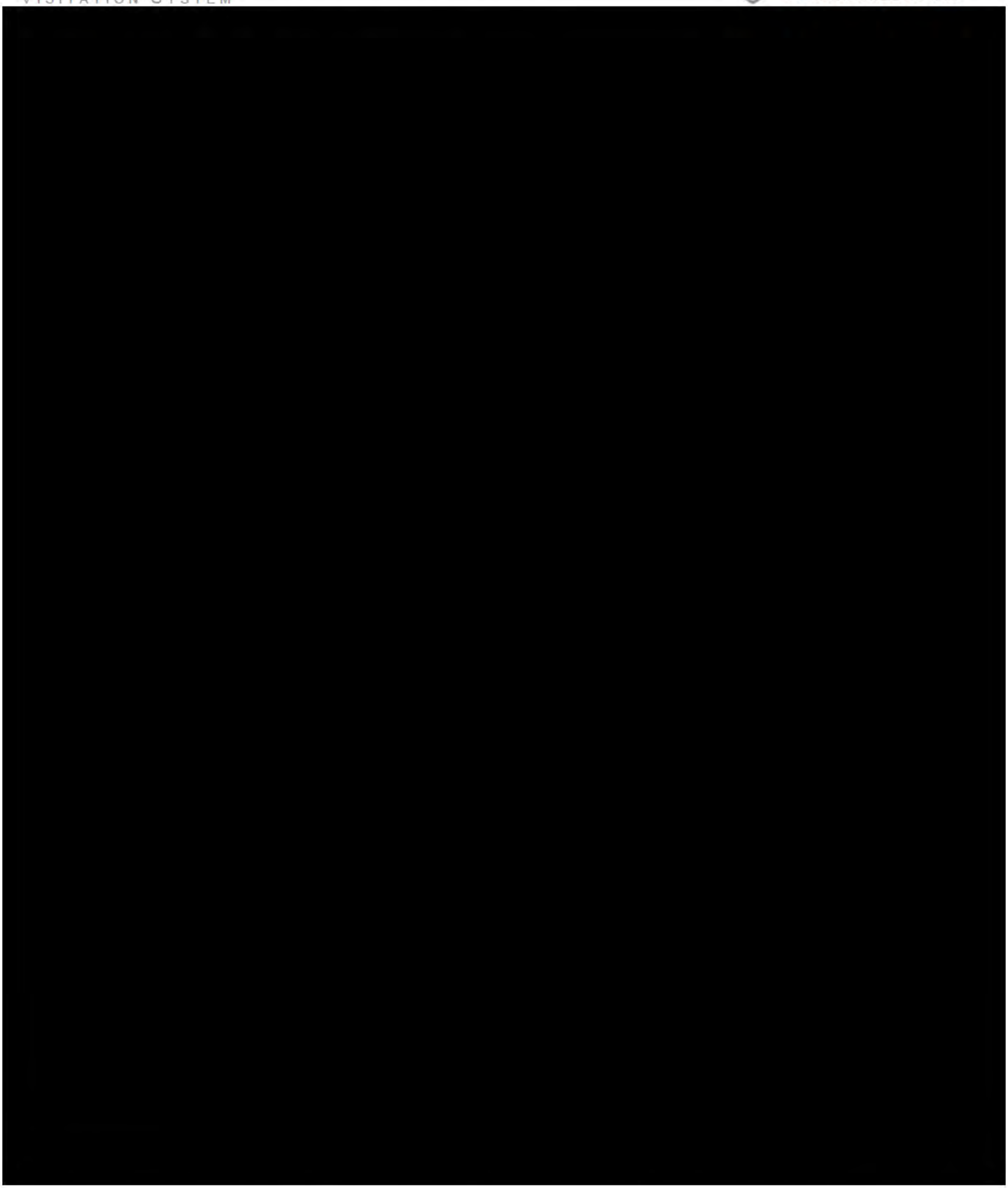
Time Tested, Correctional Grade Hardware Provided at NO COST

SmartTablet™ and SmartKiosk™ Devices



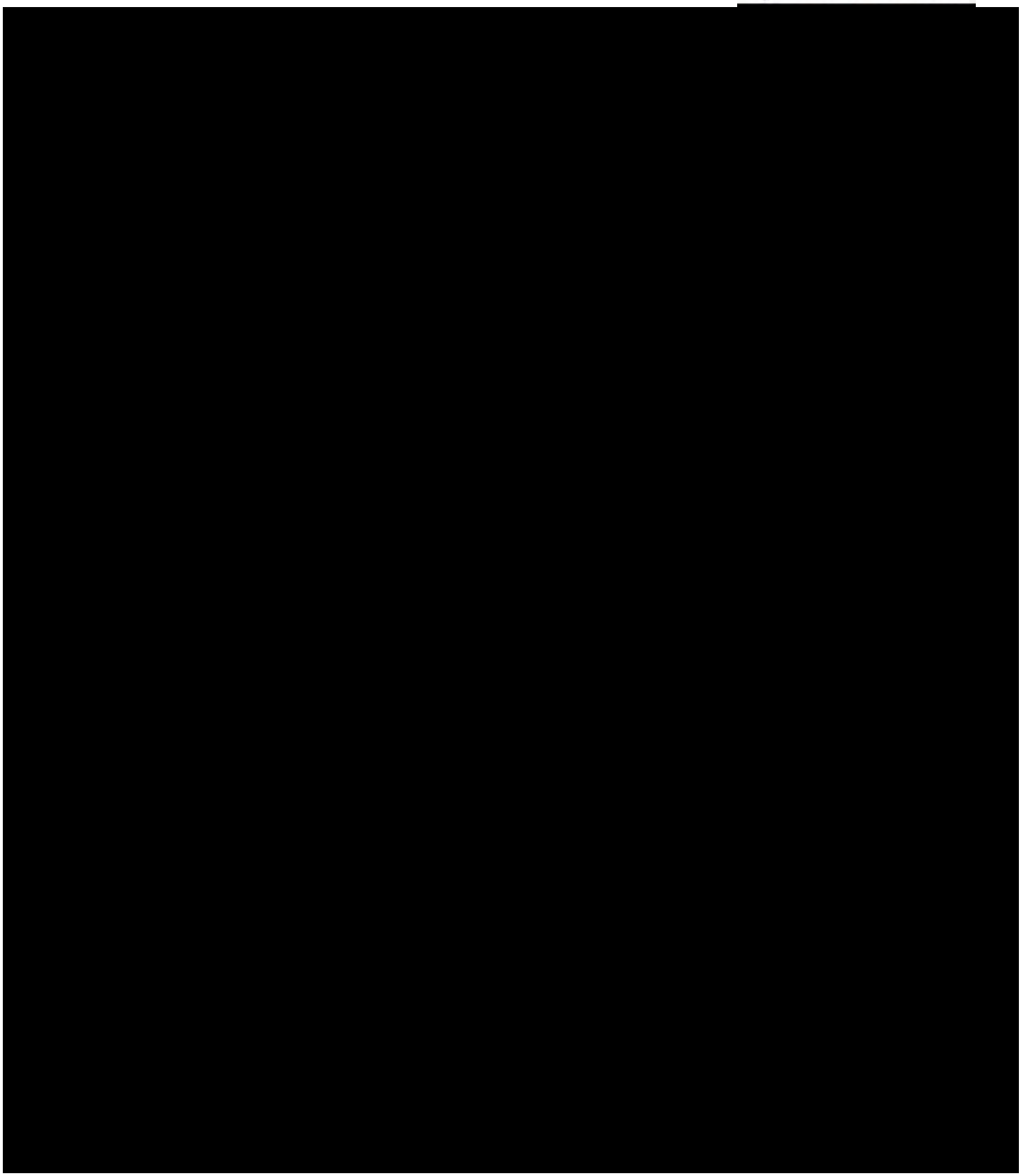
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Inmate Education and Rehabilitative Programming Provided at NO COST

SmartEd™ and SmartReentry™



SmartEd™ and SmartReentry™ tablet-based IP education platforms will be provided at ***no cost*** to IPs or the County. SmartEd™ is composed of 20,000 instructional videos and 7,000 practices exercises relating to core educational subjects. SmartReentry™ includes Beyond, Prison, Probation and Parole (BPPP). BPPP is a 10-part interactive reentry video series that helps change the way incarcerated individuals view their path to rehabilitation. The series features inspiring stories told by successful formerly-incarcerated men and women who have overcome the challenges, obstacles and fears associated with transitioning from prison back to society, family and community. This video series empowers instructors and support groups to help participants make the most out of the powerful, inspiring and motivational messages/strategies in each BPPP video.

Smart Communications' SmartEd™ is a highly customizable and expandable platform that can be configured to support more advanced educational, reentry, life skills, self-improvement and recovery courses such as: iPathways, North American Learning Institute (NALI) and the Breaking Free Group. Each of our advanced educational resources require significant amount of bandwidth, network resources, licensing fees and in some cases facility staff resources to deliver and maintain and therefore are typically provided separately.

Smart Communications looks forward to discussing which of these advanced programs can be provided at ***no cost*** to best complement and/or enhance the County's current educational and rehabilitative program offerings as well as ensure resources are deployed in the most effective and efficient manner possible.

Free eBooks and Low Cost Streaming Movies, TV Series, Games and More

SmartEntertainment™ Streaming Media Platform

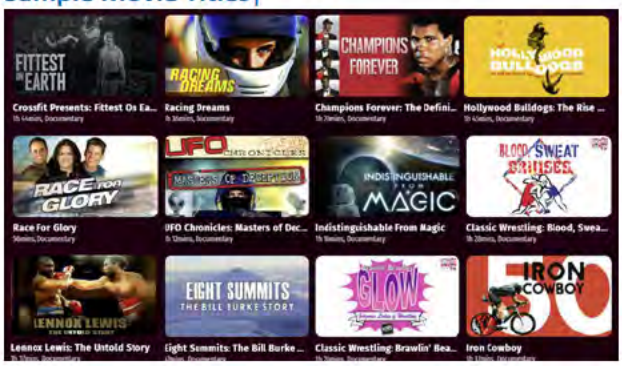
Our SmartEntertainment™ platform, available on SmartTablet™ devices, helps keep IPs occupied while providing the County with the ability to earn additional commissions. SmartEntertainment™ offers a wide variety of streaming media choices, including movies, tv series, select radio stations, audio books and video games. Carrying G or PG-13 ratings only, all content accessible on the SmartEntertainment™ platform is "correctional-friendly." The SmartEcosystem™ Dashboard gives authorized facility staff full control over all content available to IPs.

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Smart Communications

Sample Movie Titles|



Sample TV Series Titles|



Sample Game Titles|



Book Titles|

PROJECT GUTENBERG

Free access to over 1,000 popular classical eBook titles from the Project Gutenberg Library, including such titles as "*Pride and Prejudice*," "*The Adventures of Sherlock Holmes*," "*War and Peace*," "*The Call of the Wild*," and more.

SmartEntertainment™ content is immediately streamed on demand to an IP's tablet – there is no centralized kiosk needed to transfer content. Premium SmartEntertainment™ content is available at an affordable flat per minute rate so IPs don't have to pay a hefty daily, weekly or monthly subscription fee to access content.

SmartEntertainment™ Service and Commission Rates	Media Description	Rate/Minute	Commission Rate
	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	$0.03	50.0%

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Deposit and Release Payment Services



Smart Communications will also install one lobby and two intake deposit kiosks.

Smart Communications' deposit kiosk are designed to securely collect money from new IPs with minimal officer involvement. The booking kiosks provided will accept credit card, debit card and cash deposits (including coins). The booking kiosks will be interfaced with the appropriate IP Trust Fund accounting system to allow deposited funds to be available immediately for IP commissary purchases. After a deposit has been made, the booking kiosk documents the transaction by taking a picture of the IP and issues two printed receipt copies (one for the IP and the other for the facility).

Smart Communications expanded our service offering to include IP deposit, release card and other banking services through a strategic partnership formed with Rapid Financial Solutions, LLC (RapidFin). RapidFin has 13 years of experience in the correctional market with service deployments at multiple State Department of Corrections facilities, including: Nevada, Alabama, Virginia, Utah, Idaho, Iowa and West Virginia. With total service implementations at over 1,000 correctional institutions nationwide, RapidFin processes over 8,000,000 transactions per month.



Through this partnership, Smart Communications can provide the MCSO with MasterCard® branded PIN-based debit cards for the transferring of remaining account balances to IPs upon release or issue them a check. Our ReleasePay™ IP Debit Release Cards program allows the CCNO to add funds to the debit card after an IP has been released from the facility without requiring the physical card to reload. IPs would have the ability to withdraw funds at:

- Point of sale locations
- Cash back options
- Mastercard® principal banks
- ATMs worldwide

Furthermore, our ReleasePay™ program allows IPs to deposit funds into a bank or PayPal® account.

Our ReleasePay™ IP Debit Release Cards utilize a unique card jacket which provides security by shielding the card number and provides all instructions for an IP to successfully gain access to their money in a manner that best suits their lifestyle.

Immediate Data Access with Unbreached Network Security and Infrastructure

All network infrastructure and connections, hardware and software required to deliver our proposed technologies and services will be furnished, installed and maintained by Smart Communications at ***no charge***. These items include, but are not limited to:

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- Secure, independent network infrastructure and hardware with redundant broadband Internet service and uninterruptible power supplies
- IP telephone hardware (wall-mounted, portable/rolling, etc.)
- 24/7/365 U.S.-based customer and technical support
- Two Administration PC Workstationst
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging and SmartKiosk™ devices
- Intake and Lobby Deposit Kiosks
- Full-time On-site Certified Technician (OCT)
- Initial on-site training. *NOTE: Additional on-site or remote training will be provided at the County's request throughout contract at no charge.*

A Whole New Universe of Control, Communication, Intelligence and Possibilities

SmartWatch™ Offender Wearable

By partnering with Smart Communications, the MCSO will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:

- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms

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Monterey County Sheriff's Office and Probation Department

Response to RFP #10881

Telephone Services, Tablet Program, Video Visitation System

Communication and Connection - The SmartWatch™ provides total communication and connection to the facility and the outside world, leveraging advanced technology to support offender phone calls, video visitation, telehealth visits, privileged visits, text messaging, email, MailGuard® mail scanning, digital request forms, optional music, movies, media and more.



Tracking and Monitoring Offenders - In addition to connection and communication, the SmartWatch™ provides the most advanced live offender tracking technology in the industry. Far superior to decades of old RFID tracking capabilities. The SmartWatch™ can trace live and historical, exact offender location within inches, track history of movement, see live mapping in real time of all offenders in motion or segregate monitoring to specific offenders. Create patterns, alerts of motion and gathering activities, and more.

Health and Wellness - The SmartWatch™ is an intelligent device that monitors every offender in real time with vital health and wellness data and reporting. Offender body temperature, oxygen level and heart rate are monitored and reported in real time, with a customizable monitoring dashboard to create reports, alerts, emergency alarms, wellness histories and more, allowing agency operators and medical staff to have their finger on the pulse of each offender's physical health in real time, keeping the agency ahead of tragedies before they happen.

Intelligence and Control - The SmartWatch™ opens a new universe of never before possibilities of live and historical intelligence and control of the entire offender environment. With baked-in intelligence controls fully integrated into the SmartEcosystem™ Dashboard, the SmartWatch™ allows administrators and investigators the ability to monitor phone calls, visits, text, emails, as well as shadow offenders in live time with voice biometrics, key word tracking, covert monitoring voice and video capabilities – all at the fingertips of administrators. SmartWatch™ empowers agency intelligence within the offender environment at levels never possible before.

SmartWatch™ is the future and Smart Communications welcomes you to the possibilities.





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8.2.4 Proposal Offer

8.2.4.1 Telephone System and Associated Services: Revenue Share in Cents per Minute

8.2.4.2 Tablet Program and Tablets: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

8.2.4.3 Video Visitation: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

RESPONSE: SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging and SmartEntertainment™ service and commission rates are provided in the tables below. Please refer to ***Offer (Attachment A)*** for complete offer details.

SmartEvo™ ITS Call and Commission Rates	
Call Rate/Minute	**Commission Rate**
$0.05	$0.01/minute

NOTE: ITS rates apply to all call tariff (Local, IntraLATA/Intrastate, InterLATA/InterState, InterState and International) and payment types (Collect, Direct-Billed, Prepaid Collect and IP PIN Debit). ITS rates and commissionable revenue do not include local, state or federal taxes, or any amount Smart Communications collects for payments required by statutory or regulatory programs mandated by governmental agencies, such as the Federal Universal Service Fund or $0.02/minute cost recovery fee. SmartEvo™ ITS Voicemail Exchange (VMX™) service is available. This service allows public users to leave up to a 60-second voicemail for a charge of $1.00/voicemail message. The County will receive 100.0% commission on total gross VMX™ revenue.

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	$0.10	50.0%
	Remote (Video on Demand)	$0.10	

	Service Type	Service Rate	Commission Rate
SmartInmate™ Service and Commission Rates	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	$0.10/message	20.0%
	Text message (up to 30,000 characters)	$0.50/message	

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	Photo Attachment (inbound only)	$1.00/photo	

SmartEntertainment™ Service and Commission Rates	Media Description	Rate/Minute	Commission Rate
	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	$0.03	50.0%

WARRANTY:

CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

RESPONSE: Confirmed. All proposed inmate communications hardware, software and related equipment comes with a full warranty for the life of the contract; Smart Communications will repair or replace any damaged or faulty hardware at ***no cost*** to the County.

Section 7 – EXCEPTIONS AND OTHER RESPONSES TO CLAUSES

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

RESPONSE: Smart Communications has read, understands and agrees to comply with all applicable terms and conditions set forth in the County's sample agreement per the link provided in the solicitation (https://www.co.monterey.ca.us/home/showdocument?id=81980) without exception.

16.0 AGREEMENT TO TERMS AND CONDITIONS - Contractor's Proposed Agreement

RESPONSE: Samples of Smart Communications' standard contract terms and conditions are provided below for the County's reference and consideration.

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Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between INSERT CLIENT NAME AND STATE, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. **Systems**. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.
2. **Use of Systems and Exclusivity**. In exchange for Provider installing, providing, and supporting its System and inmate communication services throughout Customer's Facility at no cost to Customer, Customer acknowledges, agrees, and grants to Provider the exclusive right to provide such services in Customer's Facility. Provider shall have the exclusive right to install, maintain, and derive revenue from and through Provider's inmate communication services and Systems including, without limitation, the related hardware and software, located in the Customer Facility as identified on the Schedules. Customer agrees that it will not resell, grant, or provide access to Provider's services or System, directly or indirectly, to any third party unless agreed to by Provider in a separate written agreement. During and subject to the terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing or future inmate communication services available on or provided by a tablet or kiosk system, including but not limited to video and data services (e.g., electronic video visitation, electronic messaging and email, texting, photo delivery, and electronic entertainment) and inmate software applications (e.g., electronic delivery of routine postal mail, electronic medical or general requests, electronic grievances, electronic law library, and electronic education).
3. **Hardware and Software License**. For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider's sole discretion.

   Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.
4. **Ownership**. Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.
5. **License Restrictions**. The Software is to be used solely in connection with Provider's Services by Customer and inmates housed at Customer's Facility in connection with Provider's services and Systems.

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The Hardware is to be used solely by inmates housed at Customer's Facility to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:

a. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
b. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
c. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
d. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
e. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
f. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
g. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
h. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;

6. **Title**. Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.
7. **Term**. This Agreement shall commence on the effective date and shall continue for a period of INSERT INITIAL CONTRACT TERM LENGTH years from the date of system going live. After the original INSERT INITIAL CONTRACT TERM LENGTH year term, this Agreement shall automatically renew annually for a one (1) year term unless either Party notifies the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term.
8. **Limitation of Liability**. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, neither Party shall have any liability for indirect, incidental, consequential, exemplary or special damages of any kind, including damages arising from lost profits, lost saving, lost income, loss of use or other benefit, lost or corrupted data or software, even if the Parties have been advised of the possibility of such damages and regardless of whether caused or contributed to by the negligence of Provider or others and not withstanding anything to the contrary in this Agreement, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.
9. **Confidential Information and Non-Disclosure**. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services

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and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term "Confidential Information" does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

10. **Default and Termination**. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default and clearly notifying the defaulting party that the written notice is being provided pursuant to this provision. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.
11. **Insurance**. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than $1,000,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this contact. Provider shall provide Worker's Compensation Insurance, on behalf of all employees who are to

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provide a service under this contract, as required by Florida (LAS), Chapter 440, and Employers Liability with limits of not less than $100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services we provide to you.

12. **Employees**. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

13. **Warranty Against Contingent Fees**. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.
14. **Subcontracts**. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.
15. **Provider** Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.
16. **Provider Cooperation**. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with Customer, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.
17. **Public Information**. Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.
18. **Access to Management Information**. Customer shall have access to certain information maintained by Provider which is needed to ensure compliance with the contract terms and conditions.
19. **Permits and Licenses**. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

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20. **Third-party Rights**. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.
21. **Public Entity Crime**. Provider confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
22. **Waiver of Breach**. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
23. **Compliance with Laws**. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.
24. **Governing Law**. The parties mutually consent to the jurisdiction of and agree that any litigation arising hereunder shall be brought and completed in Pinellas County, Florida and governed by the laws of the state of Florida.
25. **Attorney Fees**. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.
26. **Completeness of Agreement**. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.
27. **Force Majeure**. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.
28. **Assignment**. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.
29. **Severability**. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
30. **Matters to be Disregarded**. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
31. **Notices**. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.
32. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature

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page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

33. **Authority**. Customer represents and warrants that it has the authority to enter into this Agreement with Provider, and that the party signing on its behalf likewise has authority to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: INSERT CLIENT NAME AND STATE

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:

Provider: Smart Communications Holding, Inc.

By: _____

Name: Jon Logan

Title: Chief Executive Officer (CEO)

Date: _____

Email: jon.logan@smartcommunications.us

Notice of Address:

10491 72nd St.
Seminole, FL 33777

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Schedule of Services Agreement

This Schedule is between INSERT CLIENT NAME AND STATE, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility Name and address is: INSERT CLIENT NAME
INSERT CLIENT ADDRESS
INSERT CLIENT STATE, CITY AND ZIP CODE

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

SmartKiosk™ and Secure Network

1. The SmartKiosk™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.
2. Provider will furnish the proprietary SmartKiosk™ on a sufficient ratio based on the Average Daily Population ("ADP"). Customer shall determine which inmates have access to the SmartKiosk™.
3. The SmartKiosk™ is a custom, ruggedized and correctional grade Kiosk of our custom specifications that will connect to our secure network.
4. The SmartKiosk™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.
5. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.
6. We will provide INSERT QUANITY of SmartKiosk™ devices to the facility.
7. Each SmartKiosk™ is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Kiosk.

SmartTablet™ and Secure Network

8. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.
9. Provider will furnish the proprietary SmartTablet™ on a INSERT RATIO inmate to tablet ratio based on the Average Daily Population ("ADP"). Sufficient reserve tablets shall also be provided. Customer shall determine which inmates have access to the SmartTablet™ devices.
10. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of our custom specifications that will connect to our secure network.
11. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.
12. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

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Distribution and Refurbishment Plan (SmartTablet™ Devices)

13. We will provide a tablet charging station and "home base" within each housing unit within the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.
14. Each tablet is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use a tablet. Individual tablets are not assigned to specific inmates. Any inmate in a given housing unit may use any tablet that is assigned to that housing unit. If a tablet that an inmate is using stops working, they can return it to a deputy for maintenance, and then take a different tablet and sign on and gain full access to their account and content. Provider will provide to the Customer a sufficient number of extra SmartTablet™ devices so that the available number of SmartTablet™ devices will always meet the approved ratio. In the event a tablet stops working, no longer holds a charge, is damaged, or is otherwise in need of service, facility staff can replace the malfunctioning tablet with a new working SmartTablet™. We will provide pickup and delivery of malfunctioning and replacement SmartTablet™ devices at no charge to the Sheriff's Office.

Damage (SmartTablet™ Devices)

15. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form. We will seek restitution from the inmate with the assistance of your agency. During the term of the contract, should the number of intentionally damaged tablets exceed 10% of the original provided tablet inventory for a given twelve (12) month period, the facility will be responsible for the cost of the new replacement tablets.

Inmate Telephone System

16. Customer grants to Provider the exclusive right to install and maintain Inmate Telephone Services within and throughout Facility, including for any future expansion of telephone service to buildings or locations under control of Facility, during the term of this Agreement.
17. Provider shall establish rates for telephone services as set forth below.

INMATE TELEPHONE SYSTEM PER MINUTE CALL RATES			
Call Type	**Collect**	**Prepaid Collect**	**Prepaid Debit**
Local	TBD	TBD	TBD
IntraState	TBD	TBD	TBD
InterState	TBD	TBD	TBD
International	N/A	TBD	TBD

DEPOSIT FEES	
Deposit Fee Type	**Amount Per Deposit**
Live Operator	$5.95
Secure, Online Website	$3.00
Interactive Voice Response	$3.00
Lobby Kiosk (if applicable)	$3.00
Money Order	$0.00
Certified Check	$0.00

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Western Union*	$0.00
**User is accessed fee by Western Union for the use of their service.*	

18. This Agreement includes all other premises, whether now existing (e.g., if a different vendor has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Customer within Provider's service areas. Customer will advise Provider in writing, of newly opened, acquired, or available premises, promptly, and Provider can evaluate installation of its telephone services at these premises.
19. In consideration of the compensation paid to Customer under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Provider expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

Smart Communications' Responsibilities (Inmate Telephone System)

20. 20. Provider's telephone services and system are provided by way of Provider's Smart-EVO™ ITS terminals, which will be installed in quantities and at locations that are mutually agreed upon by both parties.
21. Provider shall service and maintain its telephone system and Smart-EVO™ ITS terminals at Provider's expense, except as otherwise agreed upon herein.
22. Provider shall comply with the Americans with Disabilities Act (ADA) for all equipment it provides.
23. Provider shall provide the Customer an annual review of revenue performance, facility service needs, and expansion requirements and will discuss with the Customer the appropriate action to be taken by Provider at the Customer's request.
24. Provider agrees to pay Customer a commission of INSERT ITS COMMISSION PERCENTAGE RATE of gross revenues collected from inmate phone system used. Said commission is based upon Customer's grant to Provider exclusivity for the services described herein, including secure two-way messaging, video visitation, and entertainment; jail administrative services, including customized information routing of grievances, medical request forms, etc.; commissary menu and electronic ordering as well as all maintenance to system, including price changes, product drop and add, etc.; and all administrative tools.

Customer's Responsibilities (Inmate Phone System)

25. Customer agrees to provide adequate space for installation of Provider's Smart-EVO™ ITS terminals, and easy accessibility for inmate use during the normal operating hours. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of the ITS terminals, and shall be responsible for any fees for use of required riser cable and electric power.
26. Customer agrees to maintain the area around the ITS terminals and ensure safe and ready access by inmates.
27. Customer agrees to allow Provider access to perform maintenance during the established hours of accessibility as jointly agreed by the parties, except when access must be denied to ensure the safety of Provider service personnel and/or to maintain institutional control.
28. Customer agrees to allow Provider, with prior written approval of Customer, access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Provider, unless otherwise negotiated with Customer.
29. Customer agrees that any relocation, expansion, addition, or removal of ITS hardware, equipment, or terminals, which would result in extraordinary expenses must be agreed to by Provider in advance of the cost being incurred or alternately, the cost be paid by Customer.

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30. Customer agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the ITS terminals and equipment from any source.
31. Customer agrees to, at its option, purchase and provide enclosures at its own expense for Telephones. In the event Customer elects to provide its own enclosures, Customer shall be responsible for installation and maintenance of said enclosures.
32. Customer represents and warrants that Provider's ITS system will be installed on property owned by the Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the Facility's owner or owner's agent.

SmartInmate™ Electronic Messaging

33. Provider will provide a fully functional electronic messaging system for the inmates of the Customer's Facility (SmartInmate™). Provider is responsible for providing and installing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from electronic messaging and photo delivery.
34. Provider will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.
35. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.
36. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facility. These costs do not include the costs of the actual electrical power.
37. Provider will provide each inmate at Customer's Facility with credits for INSERT QUANTITY messages per week at no charge, to satisfy the needs of indigent inmates.
38. Customer shall have the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.
39. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.
40. Electronic Messaging. Each email message is billed at INSERT RATE, which corresponds to INSERT QUANTITY credits.
41. Photo Delivery Service. Each approved photo is billed at INSERT RATE, which corresponds to INSERT QUANTITY credits.

Customer's Responsibilities (SmartInmate™ Electronic Messaging)

42. Customer will provide access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for Provider to install, network, and maintain the electronic messaging system. Emergency access to the system will be granted as needed Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice by Provider.
43. Customer will include information regarding the SmartInmate™ messaging system in Facility's Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.
44. Customer will provide information regarding the SmartInmate™ messaging system in at least one location next to the inmate mailing address on Customer's website, with a link to the SmartInmate.com website.

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45. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.
46. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks and tablets appropriate to their housing assignment.
47. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of the electronic messaging system, as a whole.

Patented MailGuard® Postal Mail Elimination System

48. Provider is the exclusive licensee of MailGuard®, the patented postal mail elimination system covered by at least U.S. Patent No. 10,0291,617 and multiple pending patent applications.
49. Provider shall provide its patented MailGuard® Postal Mail Elimination system at no cost to Customer. Provider's MailGuard® service converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartTablet™ and/or SmartKiosk™ devices within the Customer's Facility.
50. Provider shall provide all the equipment and support services to operate the MailGuard® system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartTablet™ and/or SmartKiosk™ at no cost to Customer.
51. For purposes of this agreement, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to Customer's Facility for delivery.
52. MailGuard® will only integrate with and transmit incoming routine mail to the SmartTablet™ and/or SmartKiosk™ devices.
53. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard® system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.
54. MailGuard® shall become the Inmates' designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer's mail policy which shall promote the intent of this Agreement.
55. Customer will instruct and publish on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system.
56. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.
57. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.
58. Provider will shred all processed mail after 30 days unless the Customer requests in writing to Provider that all of a particular inmate's mail must be stored.
59. The MailGuard® public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer's Facility.
60. Provider will maintain electronic records for a period of seven (7) years from the date of the inmate's release from the Customer's Facility. During the term of this Agreement and upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to Customer's Facility.

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61. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.

Customer's Responsibilities (MailGuard®)

62. Customer shall be responsible for informing inmates and inmates' friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.
63. Customer will provide information regarding Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer's website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.
64. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.
65. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will be responsible for the delivery of said mail to MailGuard® for processing.
66. Upon completion of installation and appropriate system testing, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.
67. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments.
68. Customer will give prompt notice, in writing, to MailGuard® of any trouble or irregularity in the functioning of the MailGuard® system.

Patented MailGuardLegal® System

69. Provider will provide, install, and maintain its patented MailGuardLegal® Mail system, which will include a sufficient number of MailGuardLegal® Mail Scanning Carts to handle the volume of legally privileged mail or other mail deemed to be legal mail (the "Legal Mail") to be processed by the Facility.
70. Customer acknowledges and agrees that Legal Mail must be opened in the presence of the inmate. The Legal Mail may be scanned for electronic delivery via Provider's kiosks or tablets, or printed to hard copy for physical delivery to the inmate, in accordance with Provider's patented MailGuardLegal® system.
71. Provider will install and maintain its proprietary software and the additional infrastructure necessary to operate its patented MailGuardLegal® system, at no cost to Customer.
72. The legal mail may be scanned in the presence of the inmate for electronic delivery to the inmate, in accordance with Provider's patented MailGuardLegal® system, or printed to hard copy for physical delivery to the inmate.
73. Customer specifically understands and agrees that the MailGuardLegal® system does not allow for any electronic copies of legal mail to be monitored, reviewed, or investigated.
74. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while using or supervising the inmates' use of Provider's patented MailGuardLegal® Mail system.

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Video Visitation

75. Provider will provide at no cost to Customer a fully functional remote video visitation system for the inmates of Customer's Facility. Provider is responsible for providing all of the kiosks or tablets, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from remote video visitation system.
76. Provider will provide at no cost to Customer the labor for the installation of the video visitation system.
77. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system.
78. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at Customer's Facility. These costs do not include the costs of the actual electrical power.
79. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.
80. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website.
81. Remote video visitation will be billed at INSERT RATE per minute, subject to change by mutual agreement of the parties.
82. Remote video visitation will be made available to inmates 7 days a week, in keeping with the same hours and time availability of the inmate phone system.

Grievances, General and Medical Requests

83. We shall provide at no cost to the Customer and Inmate electronic general and medical requests as well as well as electronic grievance forms via the SmartTablet™ and/or SmartKiosk™ devices.
84. Our System presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.

Law Library

85. Provider shall provide access via the SmartTablet™ and/or SmartKiosk™ devices to a law library at no cost. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

Electronic Entertainment and Education

86. Provider shall provide access to electronic entertainment via the SmartTablet™ at a rate of INSERT RATE per minute, which corresponds to INSERT QUANTITY credit per minute.
87. Provider will provide access to an extensive education platform where a variety of educational material can be made available.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: INSERT CLIENT NAME AND STATE

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:

Provider: Smart Communications Holding, Inc.

By: _____

Name: Jon Logan

Title: Chief Executive Officer (CEO)

Date: _____

Email: jon.logan@smartcommunications.us

Notice of Address:

10491 72nd St.
Seminole, FL 33777

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19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: __X__ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

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Section 8 – APPENDIX

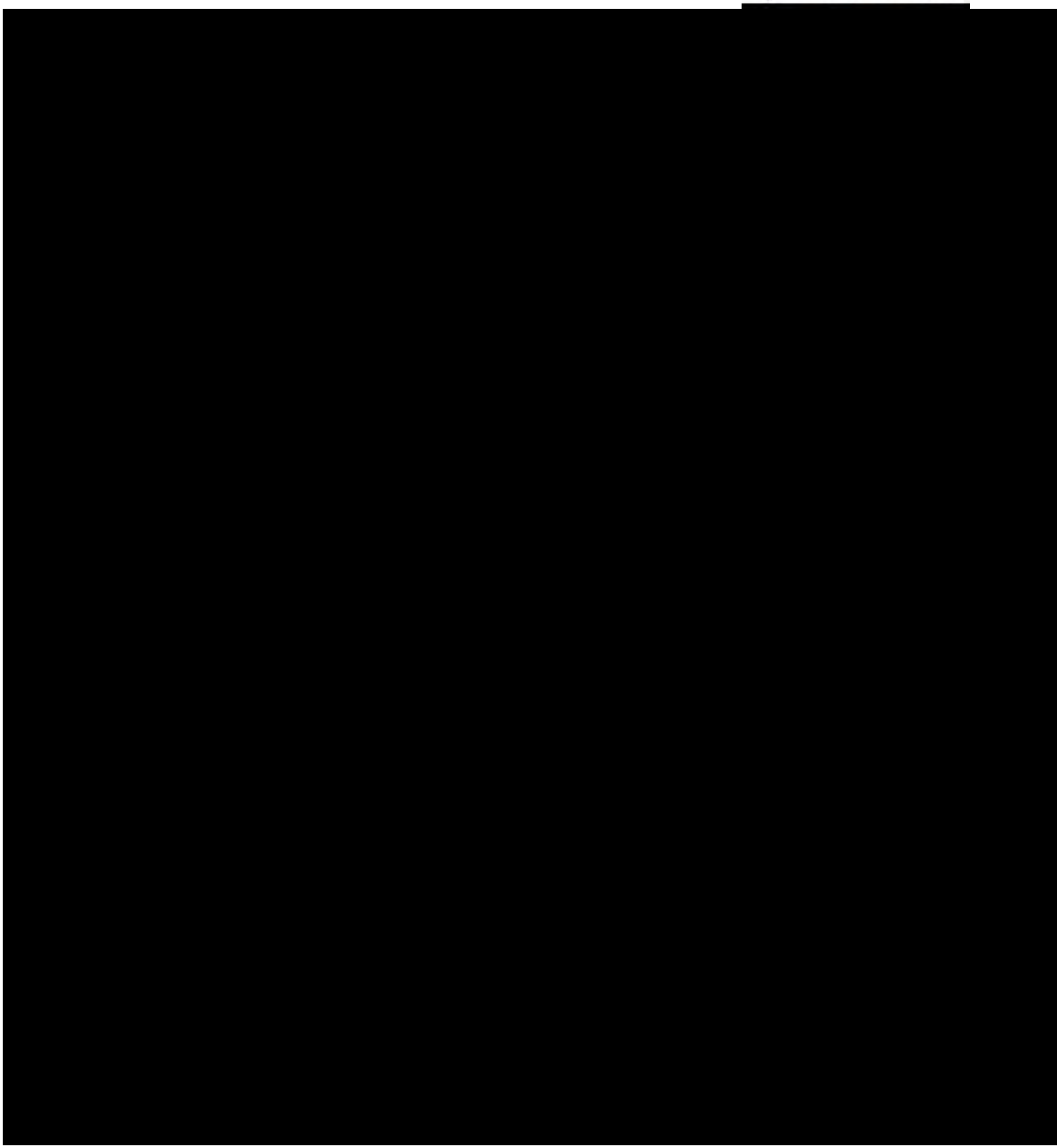
CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

Exhibit A: Confidential Client Partner List and Testimonials

***IMPORTANT NOTE**: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify us immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

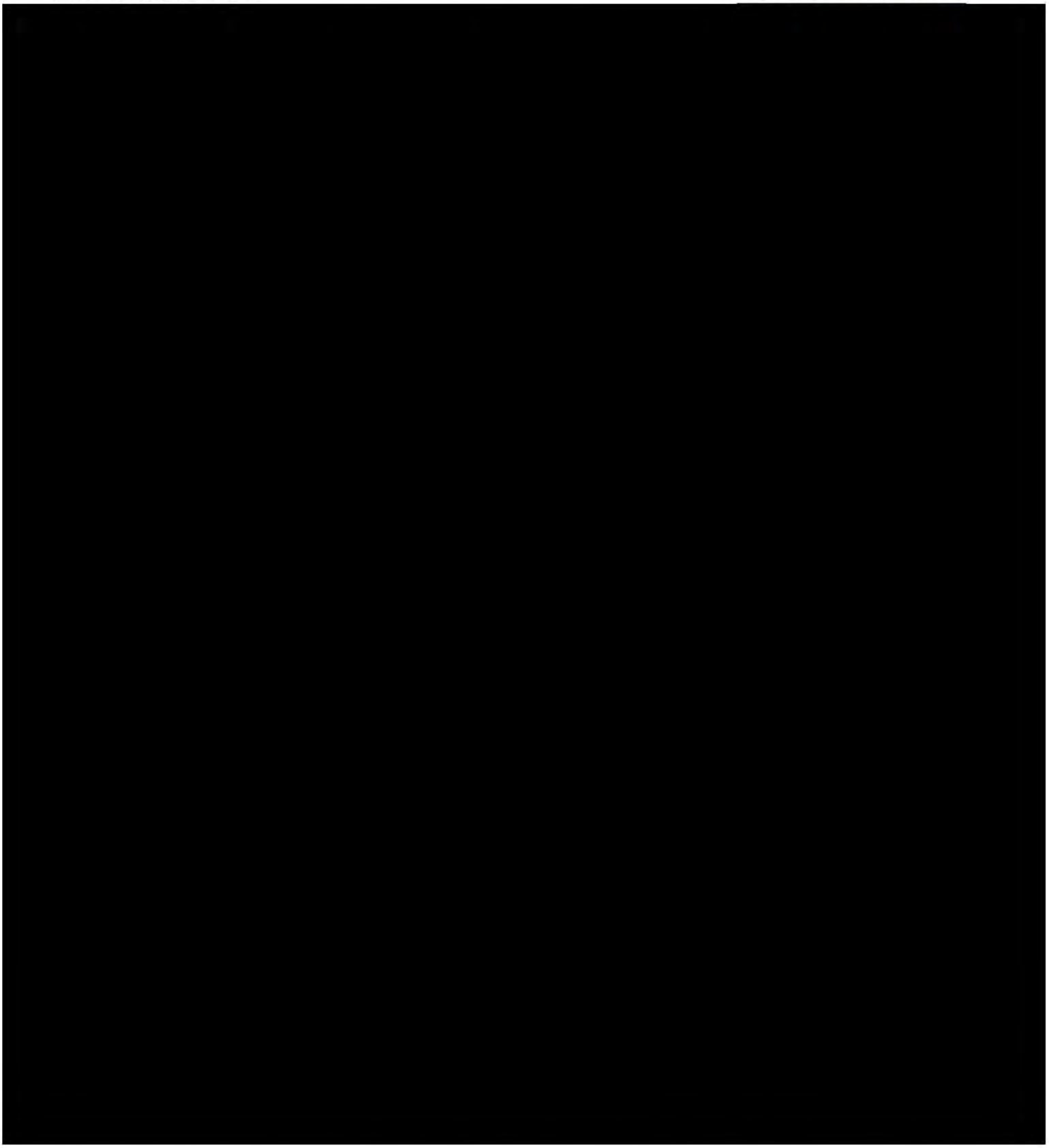
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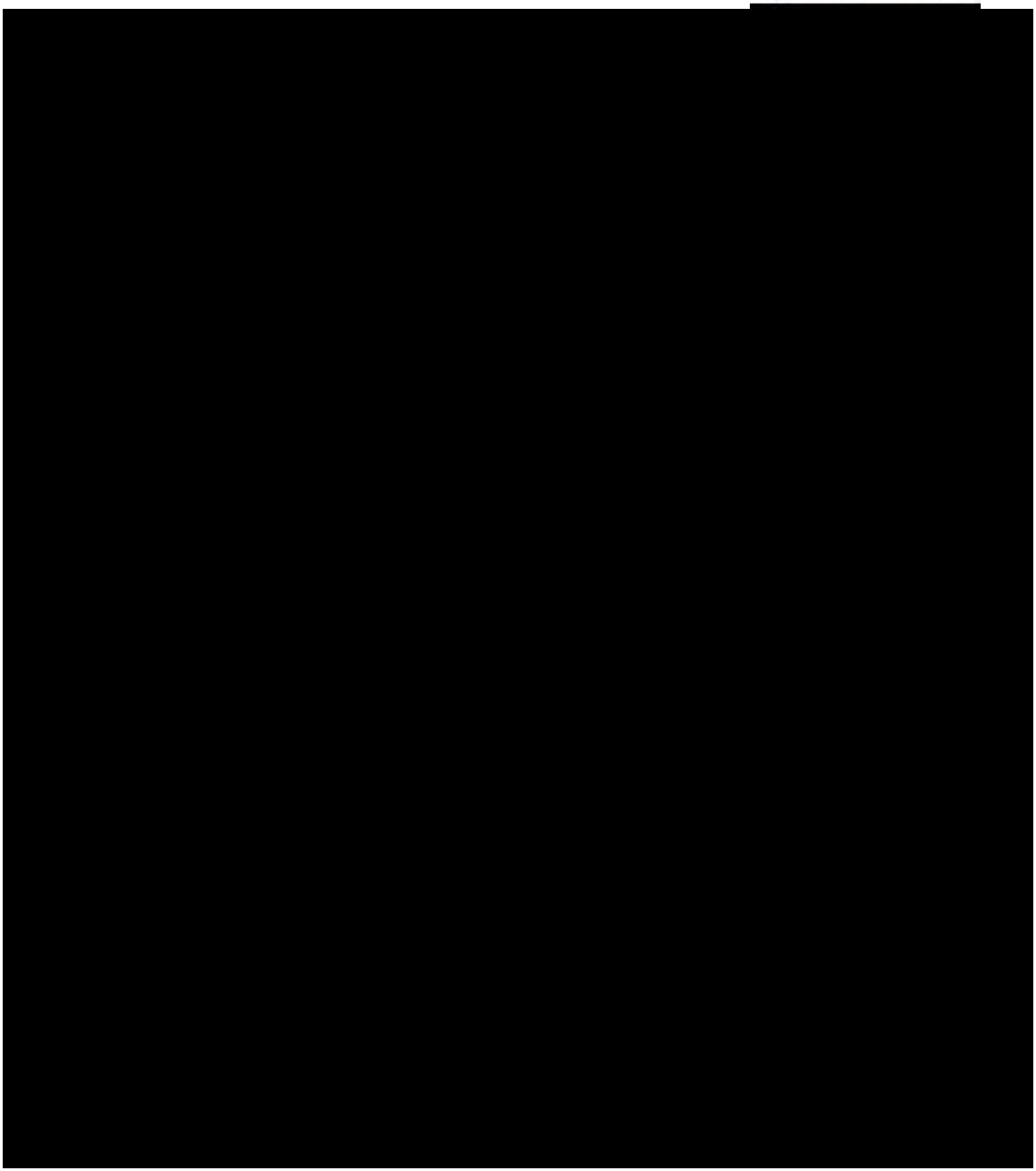
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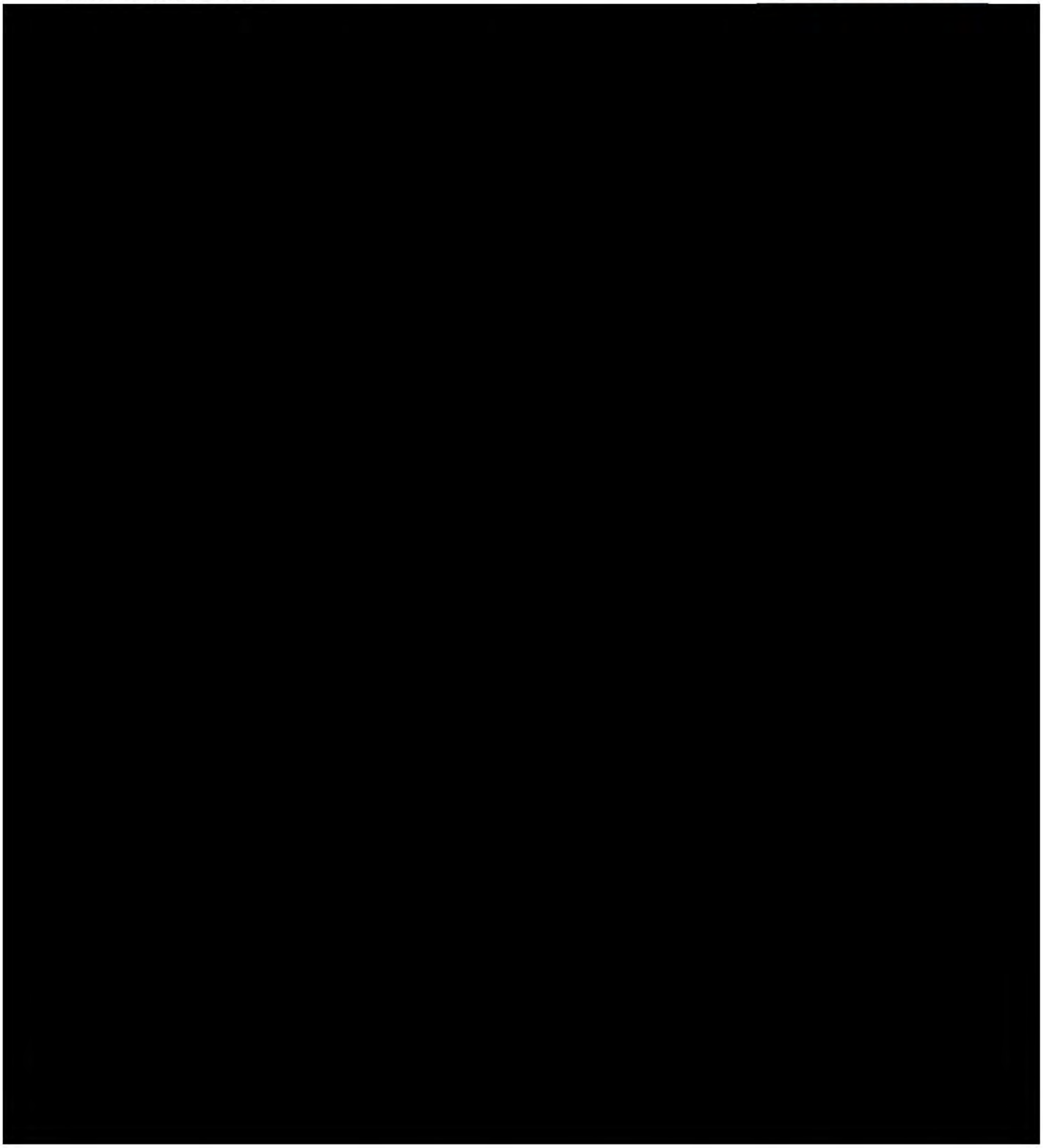
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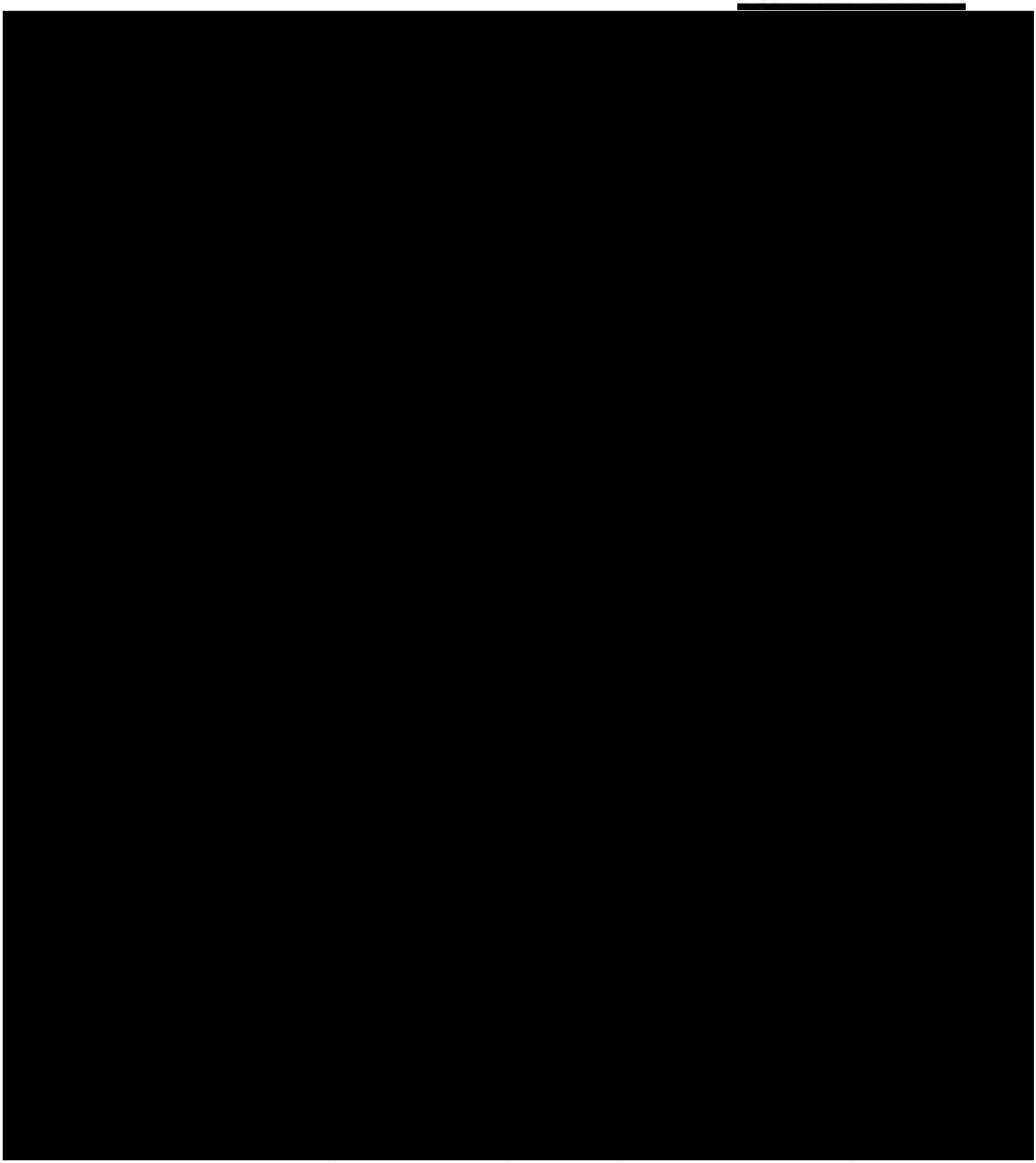
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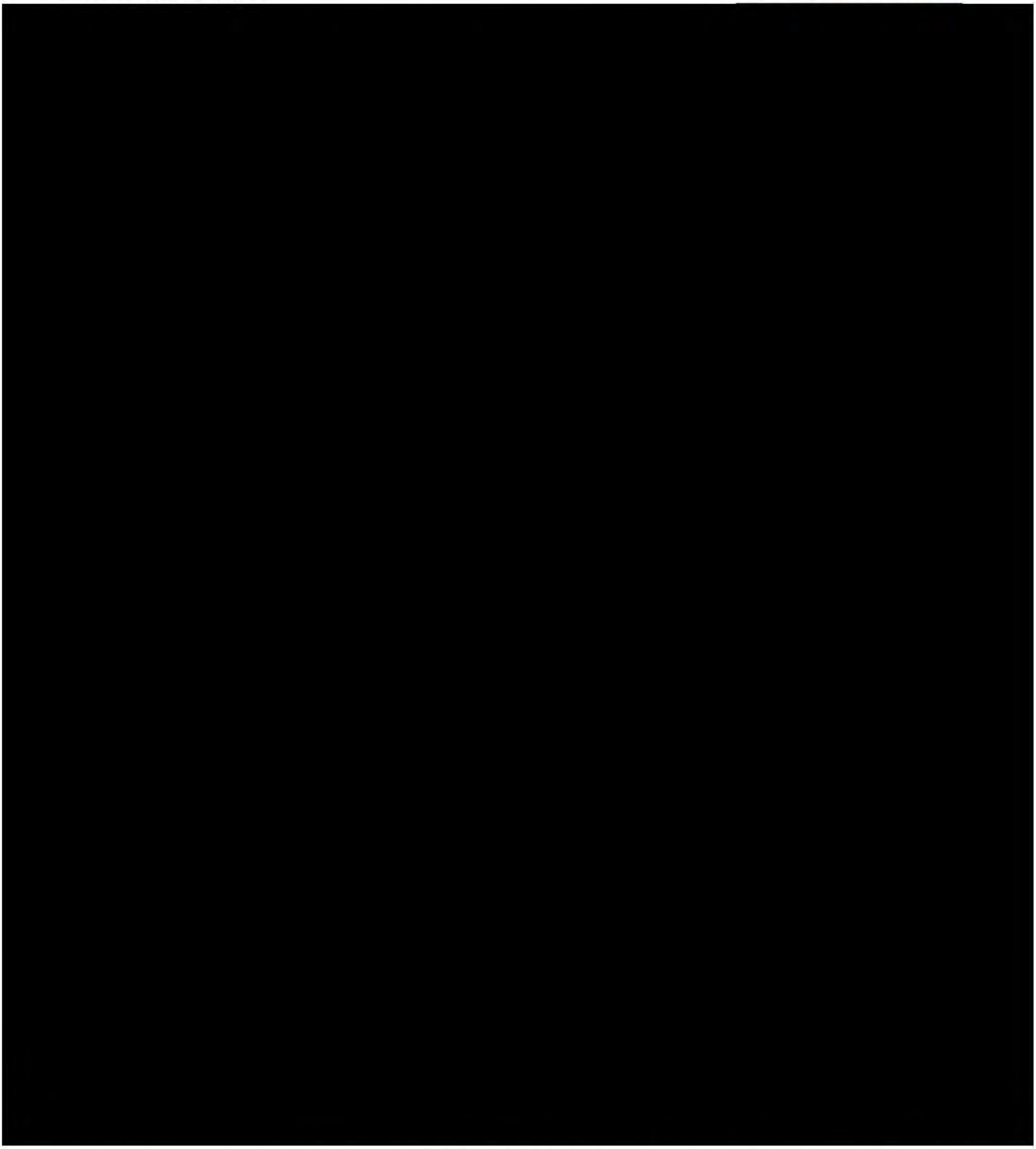
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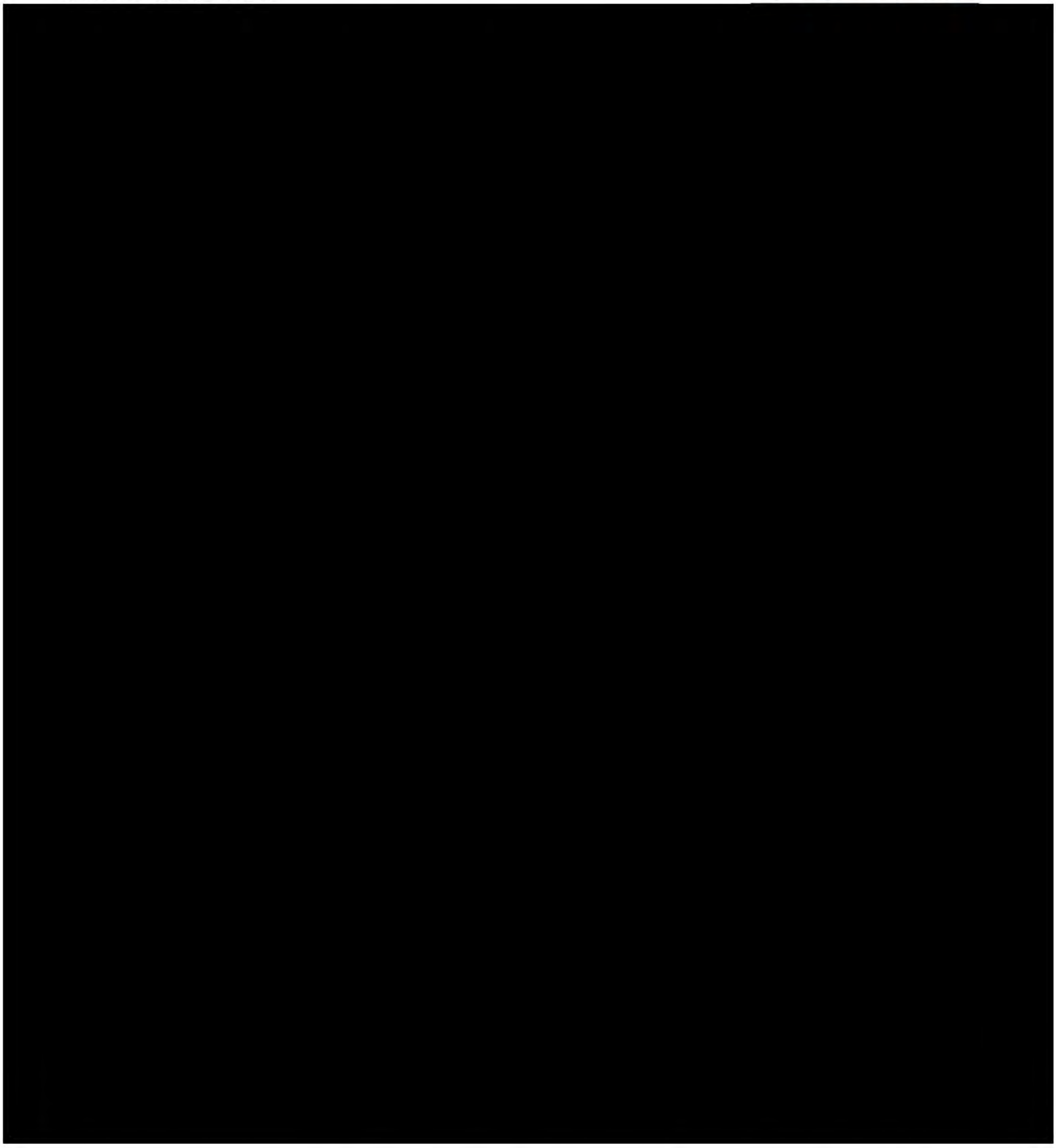
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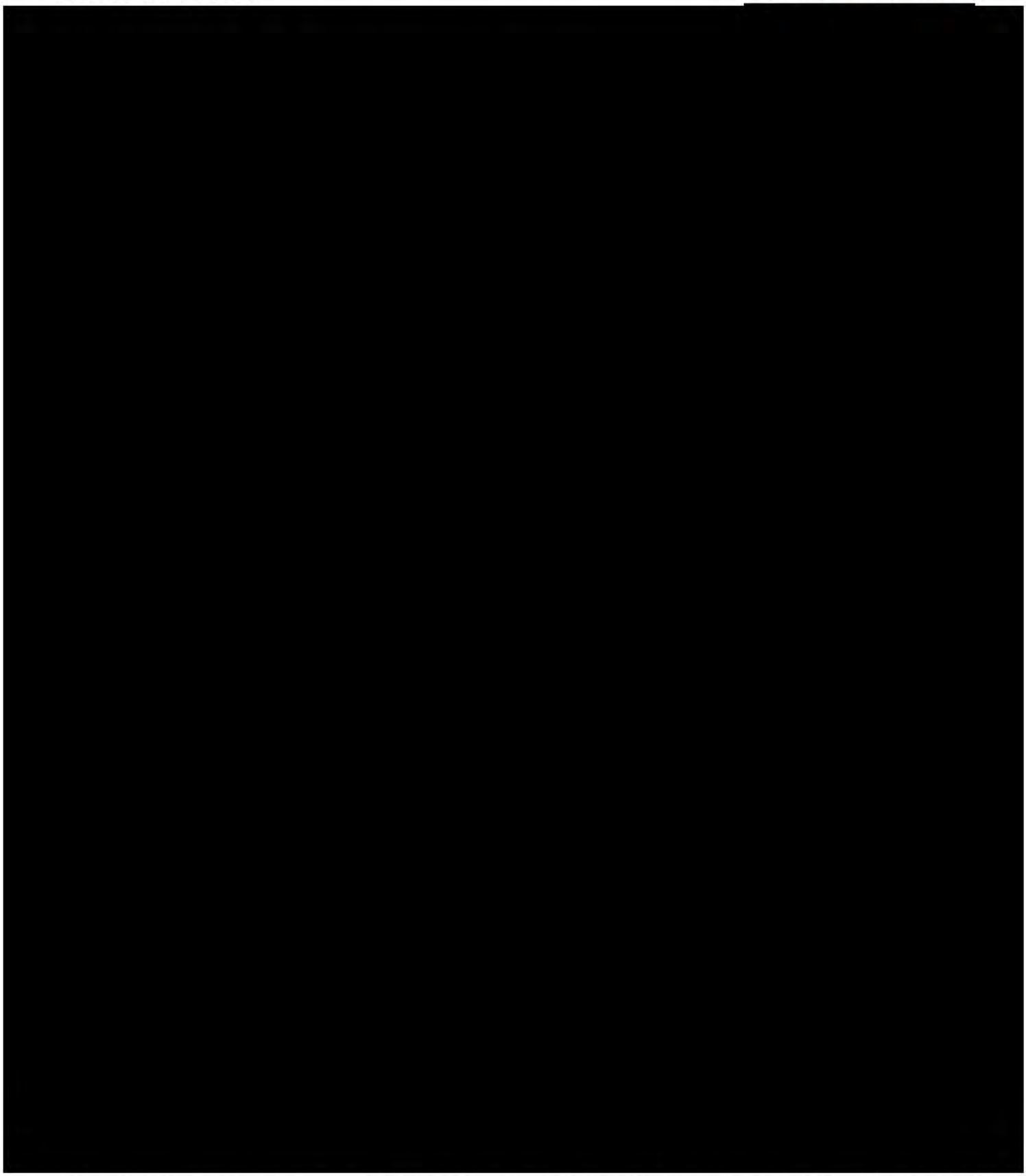
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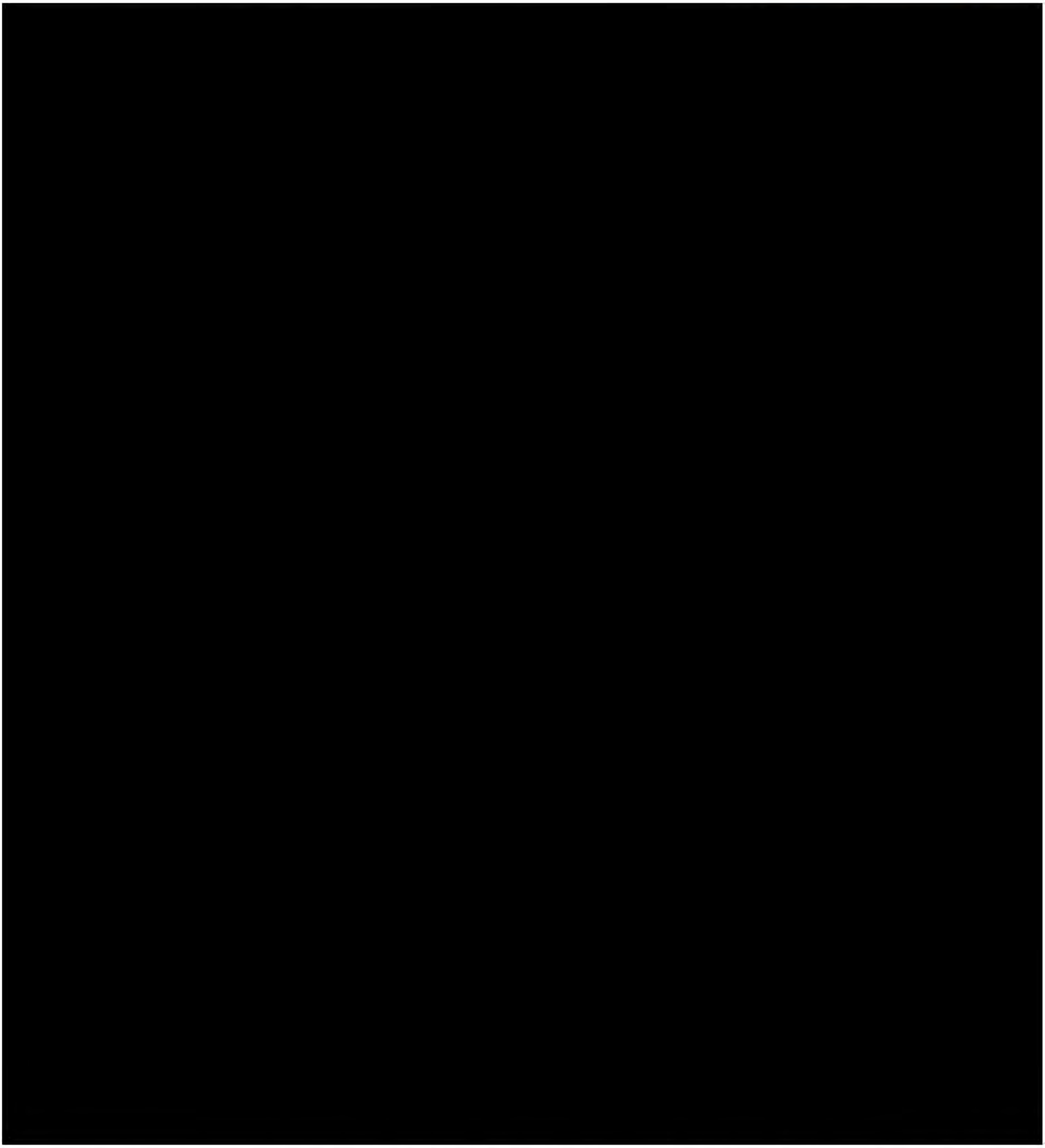
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Client Partner Testimonials and References|

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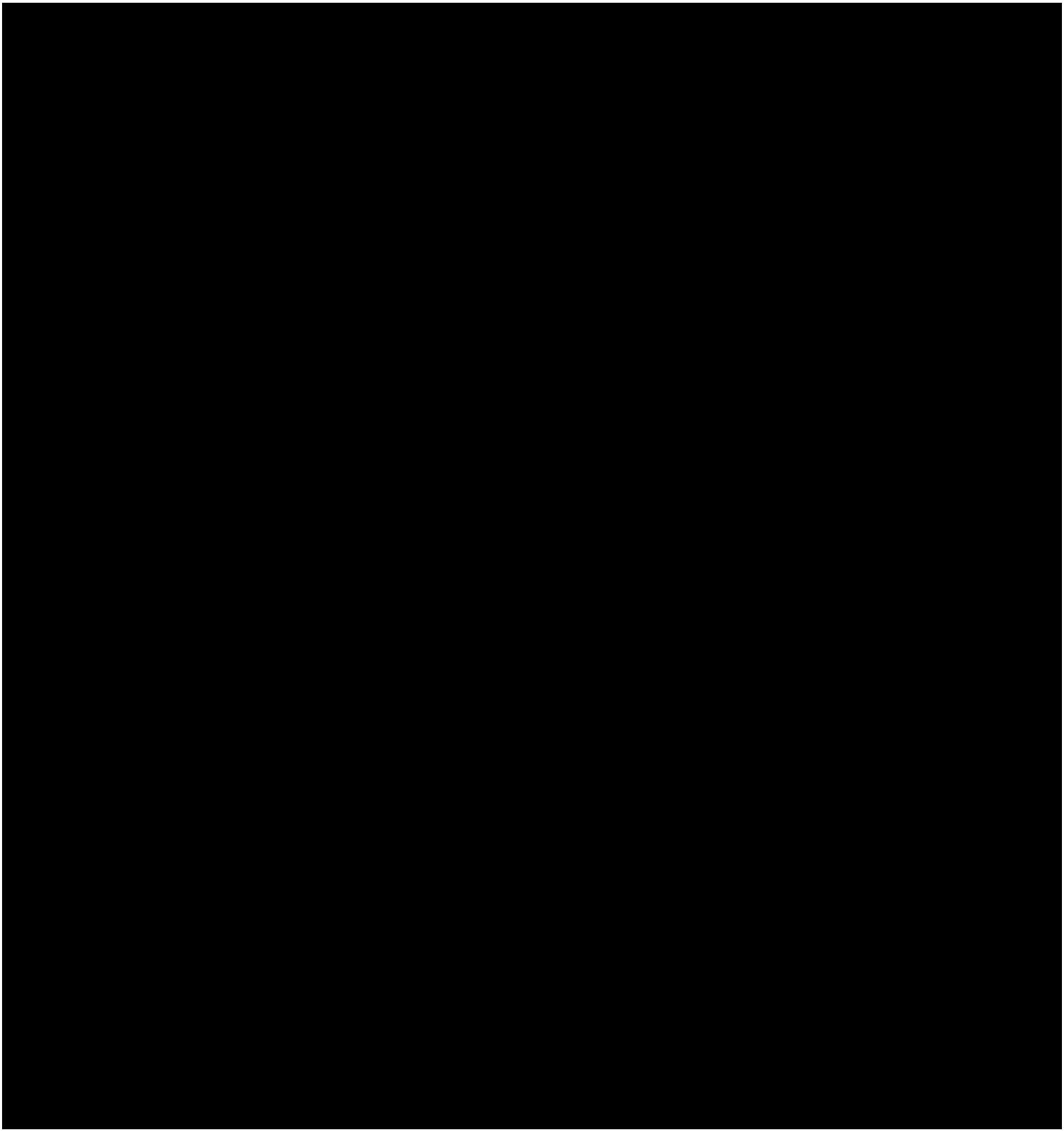
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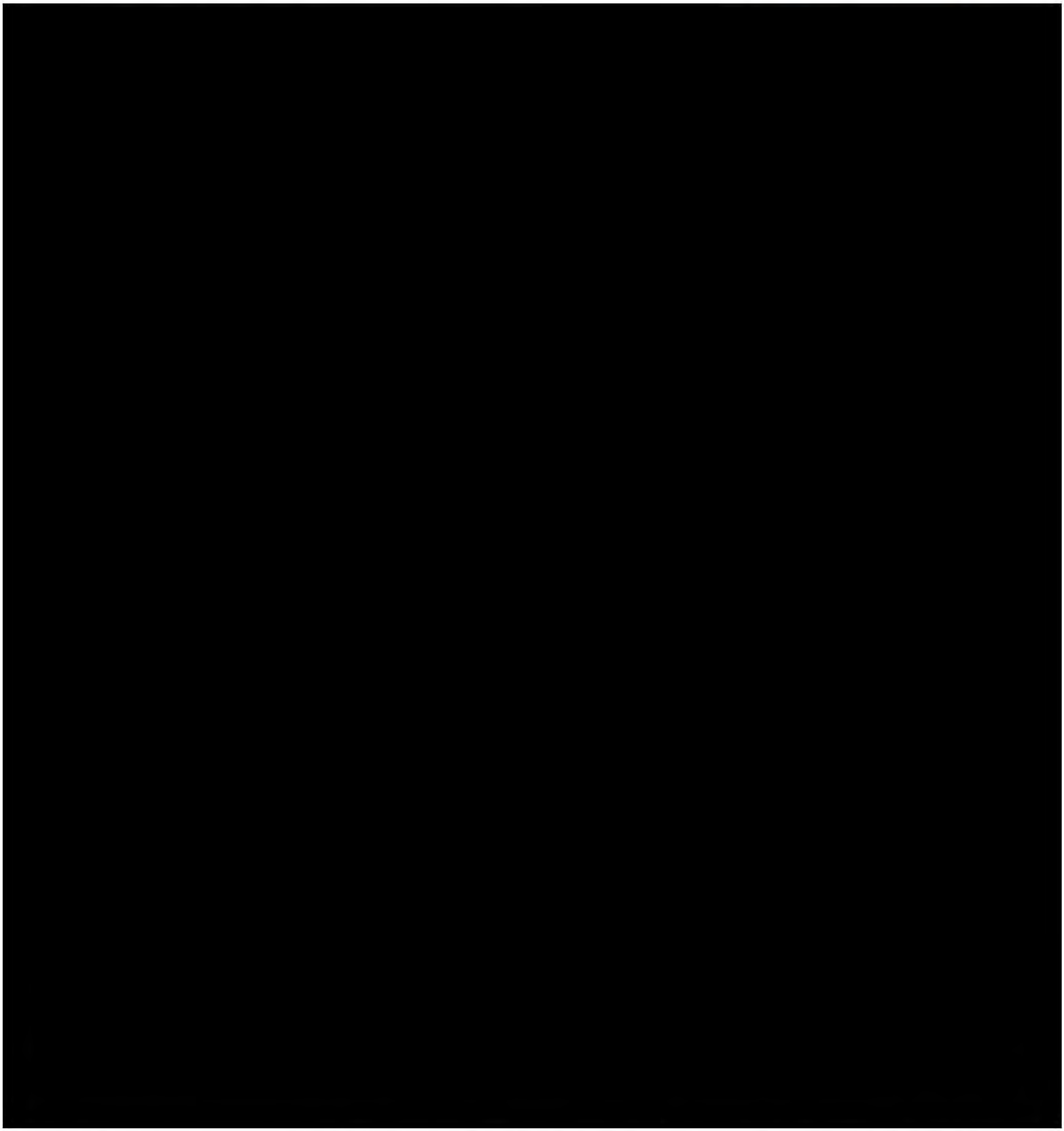
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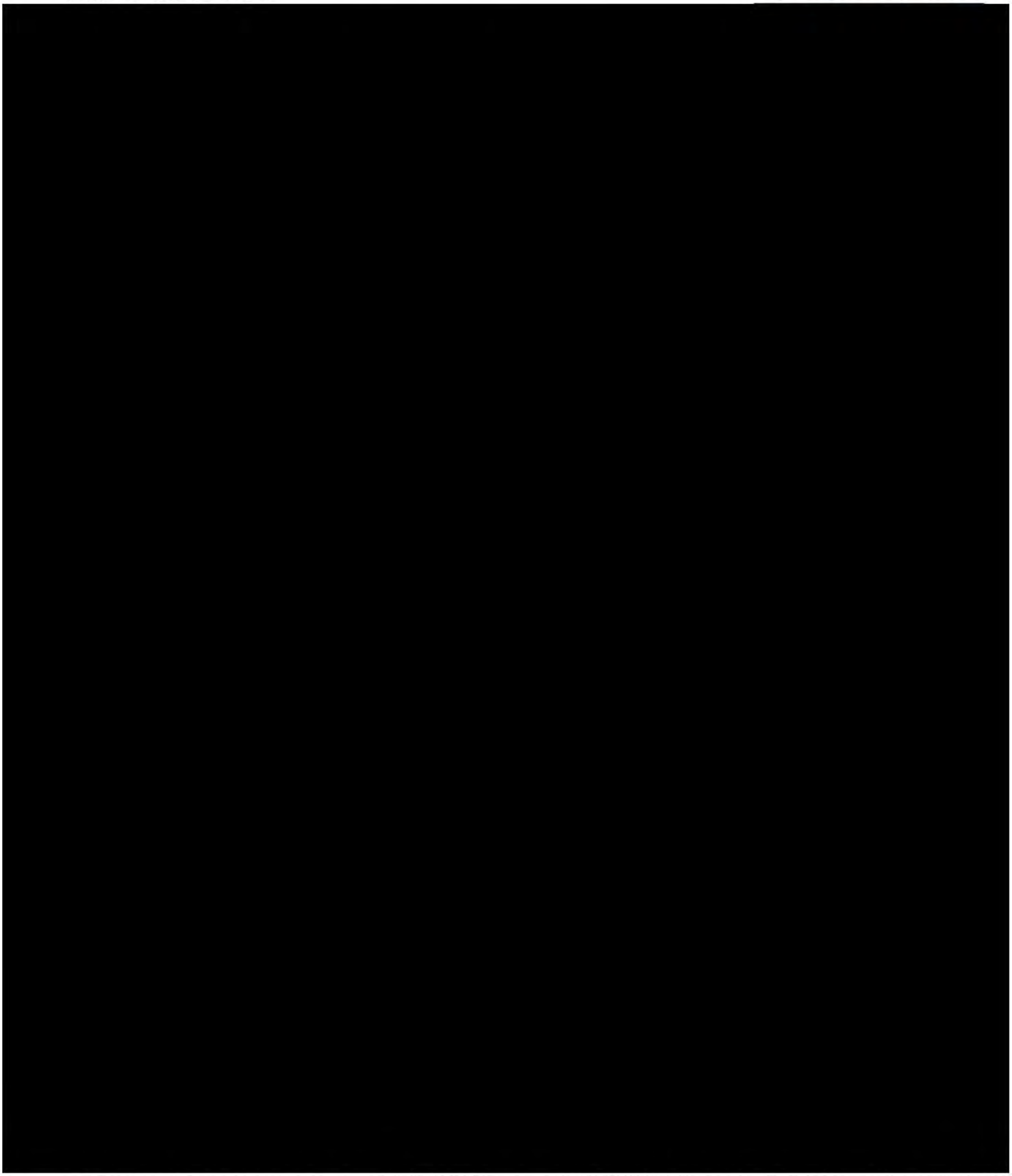
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Exhibit B: Service Escalation Matrix and Maintenance Plan

Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at ***no cost***.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager [redacted]
- Network Operations Center (NOC)
- Technical Support Center (TSC)

Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

Account Manager|
Jerome Anderson will serve as the County's Account Manager and primary point of contact. As the Account Manager, Jerome will provide the County with service and support in the following areas:

- Technology and Service Utilization
- Proactive and Reactive Communications
- Staff and Inmate Training Support
- Troubleshooting and Trouble Ticket Assistance

Smart Communications is committed to ensuring our technologies and services continue to meet and exceed the County's expectations. To deliver on this commitment, [redacted] will meet with facility staff each quarter to discuss their satisfaction with system performance, and the quality of the support and maintenance provided. During these meetings, [redacted] will also provide information regarding any new systems, options and/or features available that will benefit inmates and staff. Jerome may be reached via email [redacted] or phone [redacted].

Network Operations Center (NOC)|
To ensure 99.99% uptime, Smart Communications' NOC team utilizes an advanced application that monitors the health, security and capacity of the networks, applications and hardware utilized by our technologies and services, 24/7/365. This continuous monitoring allows our network experts to identify, diagnose and resolve potential system and network irregularities/inconsistencies before they become a problem that negatively impacts service. If an irregularity/inconsistency is detected, the monitoring application immediately sends an alert to NOC staff to investigate and address. If it is determined that additional technical support is needed, the NOC will contact the Onsite Certified Technician (OCT). The NOC and OCT work together to further evaluate the issue and work towards resolution. If the issue is unable to be resolved remotely, the TSC will contact the facility and Account Manager to coordinate the dispatch of a Field Service Technician (FST) to the facility.

Technical Support Center (TSC)|
Smart Communications' TSC is located in Seminole, FL. Should a service issue arise, our highly trained, professional TSC staff is available 24/7/365 to assist the County via the following methods:

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Toll-free Phone: 844-346-0988
Email: support@smartcommunications.us
Web Portal: https://manage.smartjailmail.com

Smart Communications' TSC uses a ticketing system to manage service requests. When a service request is received, the TSC representative will open a new ticket. Each service request ticket is assigned a priority level (P1, P2, or P3) based on the percentage of the system being adversely affected. The priority level assigned determines the target resolution type, client communications and updates, as well as the escalation path.

SERVICE REQUEST TICKET PRIORITY LEVELS AND ESCALATION PATHS|

Priority Level	Examples/Characteristics	Target Resolution Time	Client Updates	Escalation Path
P1	Loss of critical functionality as determined by: • Complete system failure • Complete loss of monitoring or recording functionality • Complete loss of administrative or investigative access or functionality • 50% or more of inmate devices are not working in a specific area/housing unit	<4 hours	Every Hour	Ticket request is immediately reported to Vice-President of Network Operations
P2	Loss of significant functionality as determined by the <<AccountType>>: • Loss of monitoring or recording capabilities at facility (not complete loss) • Data backup failure • 50% or less of inmate devices are not working in a specific area/housing unit	<8 hours	Every 2 Hours	P2 issues not resolved within 8 hours are reported to the NOC Manager and escalated to P1
P3	Loss of non-significant functionality as determined by the <<AccountType>>: • Software fixes not critical to operations • Loss of trouble ticket system	<24 hours	Every 4 Hours	P3 issues not resolved within 24 hours are reported to the TSC Manager and escalated to P2

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TSC representatives take full ownership of the service request ticket they are assigned and will make every effort to resolve the service issue remotely within the designated timeframe and escalate according to priority level. If it is determined that a service request ticket cannot be resolved remotely, the TSC will contact the Onsite Certified Technician (OCT). The TSC and OCT work together to further evaluate the issue and work towards resolution. If the issue is unable to be resolved remotely, the TSC will contact the facility and Account Manager to coordinate the dispatch of a Field Service Technician (FST) to the facility.

TSC representatives will also be responsible for providing client updates regarding the issue resolution status and closing the service ticket once the issue has been resolved.

Onsite Certified Technician (OCT)|
To help ensure we provide the County with the best support and maintenance service possible, a full-time On-site Certified Technician (OCT) will be provided by Smart Communications.

Duties of the OCT include, but are not limited to:

- Provide maintenance on all inmate telephones and related equipment, as needed, and perform preventive maintenance for the SmartEvo™ ITS, SmartVisit™ VVS, and SmartTablet™ and SmartKiosk™ devices
- Maintain all SmartEcosystem™ databases associated with the SmartEvo™ ITS, SmartVisit™ VVS, SmartTablet™ devices; enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS
- Manage SmartTablet™ device replacement, as necessary, to maintain the desired inmate-to-tablet distribution ratio
- Receive and resolve all administrative comments and questions, to include the unblocking of specified telephone numbers and designating specified numbers as privileged
- Provide reports and investigative assistance at the County's request, such as the following:
  - SmartEvo™ ITS activity reports, including usage and revenue
  - SmartVisit™ VVS activity reports, including remote and on-site video visitation sessions and remote revenue
  - SmartTablet™ device activity reports, including educational program and entertainment content usage/revenue
  - SmartEvo™ ITS and SmartVisit™ VVS call monitoring
  - Request and service ticket reports
  - Investigation documentation, including CDRs and audio, audio/visual recordings, electronic messages and scanned inmate postal mail

Field Support Technicians (FSTs)|
Smart Communications employs numerous Field Service Technicians (FSTs) throughout the country. Our FSTs have an extensive technical background and are certified to work on all the technologies and services we provide. If additional on-site support is needed to resolve an issue, an FST will be dispatched to the facility. These individuals will be equipped with the appropriate tools and an inventory of system components/replacement parts whenever on-site support or repairs are needed.

System Updates|
Smart Communications is committed to delivering new technology and system improvements to our clients as

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they become available. Smart Communications plans for quarterly releases of major application upgrades, including a major version update once a year. Hot issues or emergency feature requests are incorporated using the same strict development process and are released as system patches. In between scheduled updates, minor system patches are applied as needed to incorporate urgent client feature requests. System patches are also incorporated into the next quarterly release cycle. System patches and upgrades are provided at ***no cost***.

All software enhancements and patches for all Smart Communications' components are developed and tested by our in-house software engineering and quality assurance teams. Dedicated and authorized service personnel are permitted remote access to the servers through firewall permissions which only permit access from our corporate network. Software updates are applied and tested. Each update has processes in place to back out and restore a previous version, if necessary. All software is version-controlled and devices report currently running versions back to a central management system.

Immediate SmartTablet™ Replacement|

Smart Communications will provide the facility with a pool of spare SmartTablet™ devices to allow for a damaged or inoperable device to be immediately replaced. Pre-printed shipping labels and boxes will also be provided to return damaged/inoperable devices. Upon receipt of the damaged/inoperable device, we will send a replacement to replenish the spare device pool. Smart Communications will provide additional/replacement tablets to the County at ***no cost*** and we do not hold the County liable for any SmartTablet™ device that sustains damage.

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Exhibit C: Confidential and Proprietary Information Details

Confidential and proprietary elements of Smart Communications proposal response are identified in the table below. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable California Public Record Act (CPRA) exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any item identified below is the subject of any public record request so that we may respond appropriately.

An electronic copy of our proposal in which all confidential/proprietary has been redacted is provided on the enclosed thumb drive.

Section/Requirement #	Page #(s)	CPRA Exemption Description
8.2.2.3	29-33	Personnel Records, Trade Secrets and Proprietary Information (Client List/References)
8.2.2.6.1	36-41	Trade Secrets and Proprietary Information (Client List/References)
8.2.3.5	56-78	Trade Secrets and Proprietary Information (Systems Administration/Reports)
5.1.2.7	85-86	Trade Secrets and Proprietary Information (Systems Administration/Transcription)
5.1.2.13	88	Trade Secrets and Proprietary Information (Systems Administration/Global Number List)
5.1.4.7	99-100	Trade Secrets and Proprietary Information (Systems Administration/Live Monitoring)
5.1.6.2.1	106-107	Trade Secrets and Proprietary Information (Systems Administration/SmartLink™ Investigator)
5.1.6.2.2	107-109	Trade Secrets and Proprietary Information (Systems Administration/Investigation Tools)
5.1.6.4	112-113	Trade Secrets and Proprietary Information (Systems Administration/Electronic Messaging Investigation and Attorney/Legal Document Delivery Tools)
5.1.12.2.1	119	Personnel Records
5.2.1.2	123-125	Trade Secrets and Proprietary Information (SmartTablet™ Device)
5.2.2.1.8	134	Trade Secrets and Proprietary Information (Systems Administration/VVS Recording)
5.2.2.1.17	138	Trade Secrets and Proprietary Information (SmartTablet™ Device)
5.2.2.1.35	141	Trade Secrets and Proprietary Information (Systems Administration/Visitation Approval)
5.2.2.1.36	142-143	Trade Secrets and Proprietary Information (Systems Administration/Scheduling)
5.2.2.1.46	144-146	Trade Secrets and Proprietary Information (Systems Administration/VVS)
5.2.6.1.2	152-153	Personnel Records

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5.2.6.1.3	153	Personnel Records
Section 6 - Pricing & Warranty	159	Trade Secrets and Proprietary Information (Systems Administration/VVS)
Section 6 - Pricing & Warranty	161-162	Trade Secrets and Proprietary Information (Systems Administration/Electronic Messaging Investigation and Attorney/Legal Document Delivery Tools)
Section 6 - Pricing & Warranty	166-168	Trade Secrets and Proprietary Information (SmartTablet™ and SmartKiosk™ Device specifications)
Section 8 - Appendix/Exhibit A: Confidential Client Partner List and Testimonials	192-208	Trade Secrets and Proprietary Information (Client List and References)
Section 8 - Appendix/Exhibit B: Service Escalation Matrix and Maintenance Plan	209	Personnel Records

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Introduced: 1/12/2024
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

a. Ratify execution by the County Contracts/Purchasing Officer of a non-standard Agreement with Robert Half, Inc. for temporary staffing services, for a term of December 18, 2023, to June 30, 2025, for a total agreement amount not to exceed $200,000.
b. Approve the recommendation of the County of Monterey Public Defender to accept the non-standard provisions in the Agreement.
c. Approve and authorize the Public Defender to sign up to three amendments that in total do not exceed 10% of the original cost of the Agreement ($20,000), for a revised contract total of $220,000, and do not significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Ratify execution by the County Contracts/Purchasing Officer of a non-standard Agreement with Robert Half, Inc. for temporary staffing services, for a term of December 18, 2023, to June 30, 2025, for a total agreement amount not to exceed $200,000; and
b. Approve the recommendation of the County of Monterey Public Defender to accept non-standard provisions in the Agreement; and
c. Approve and authorize the Public Defender to sign up to three amendments that in total do not exceed 10% of the original cost of the Agreement ($20,000), for a revised contract total of $220,000, and do not significantly change the scope of work.

SUMMARY/DISCUSSION:
Robert Half, Inc. is an internationally recognized Human Resource consulting firm. This firm has more than seven decades of successfully providing accounting and finance staffing support worldwide.

The County of Monterey Public Defender's Office requests ratification of the Public Defender's execution of a non-standard Agreement.

The Public Defender's Office provides legal representation for indigent persons accused of criminal violations, and limited civil proceedings (i.e., juvenile, mental health, truancy, sexually violent predator prosecutions). Various grants and general funding enable the Office of the Public Defender to provide these services. This contract will assist the Office of the Public Defender and Alternate Defender to meet immediate, temporary general operational needs in the areas of budgeting, grant reporting, and billing.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has reviewed and approved this Agreement as to form, and the Auditor-Controller has reviewed and approved this Agreement as to financial terms.

FINANCING:
The costs arising from this contract will be absorbed from the Office of the Public Defender's County General Fund FY 23-24 allocation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
__Health & Human Services
__Infrastructure
_X Public Safety

Prepared by: Jesus R. Ceja, Administrative Secretary-Confidential, x6424
Approved by: Susan E. Chapman, Public Defender, x5806

Attachments:
Attachment A- Agreement

Introduced: 1/12/2024 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Ratify execution by the County Contracts/Purchasing Officer of a non-standard Agreement with Robert Half, Inc. for temporary staffing services, for a term of December 18, 2023, to June 30, 2025, for a total agreement amount not to exceed $200,000.
b. Approve the recommendation of the County of Monterey Public Defender to accept the non-standard provisions in the Agreement.
c. Approve and authorize the Public Defender to sign up to three amendments that in total do not exceed 10% of the original cost of the Agreement ($20,000), for a revised contract total of $220,000, and do not significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Ratify execution by the County Contracts/Purchasing Officer of a non-standard Agreement with Robert Half, Inc. for temporary staffing services, for a term of December 18, 2023, to June 30, 2025, for a total agreement amount not to exceed $200,000; and
b. Approve the recommendation of the County of Monterey Public Defender to accept non-standard provisions in the Agreement; and
c. Approve and authorize the Public Defender to sign up to three amendments that in total do not exceed 10% of the original cost of the Agreement ($20,000), for a revised contract total of $220,000, and do not significantly change the scope of work.

SUMMARY/DISCUSSION:
Robert Half, Inc. is an internationally recognized Human Resource consulting firm. This firm has more than seven decades of successfully providing accounting and finance staffing support worldwide.

The County of Monterey Public Defender's Office requests ratification of the Public Defender's execution of a non-standard Agreement.

The Public Defender's Office provides legal representation for indigent persons accused of criminal violations, and limited civil proceedings (i.e., juvenile, mental health, truancy, sexually violent predator prosecutions). Various grants and general funding enable the Office of the Public Defender to provide these services. This contract will assist the Office of the Public Defender and Alternate Defender to meet immediate, temporary general operational needs in the areas of budgeting, grant reporting, and billing.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has reviewed and approved this Agreement as to form, and the Auditor-Controller has reviewed and approved this Agreement as to financial terms.

FINANCING:
The costs arising from this contract will be absorbed from the Office of the Public Defender's County General Fund FY 23-24 allocation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
__Health & Human Services
__Infrastructure
_X_Public Safety

Prepared by: Jesus R. Ceja, Administrative Secretary-Confidential, x6424
Approved by: Susan E. Chapman, Public Defender, x5806

Attachments:
Attachment A- Agreement

COUNTY OF MONTEREY AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Robert Half, Inc., doing business through its administrative & customer support practice group of the branch office located in Monterey, CA

(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: temporary staffing services to County. Contractor's employees assigned to County shall be referred to herein as "CONTRACTOR workers".

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: **$** 200,000 (the "Not-to-Exceed Amount"). Notwithstanding anything to the contrary in this Agreement, Contractor may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from December 18, 2023 **to** June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County and CONTRACTOR 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 the temporary staffing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the temporary staffing 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 temporary staffing services in a safe and skillful manner consistent with staffing industry standards and in compliance with all applicable laws and regulations.

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 as specified in Exhibit A. 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.

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 (the "Indemnitees"), 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 (including Contractor's officers, employees, agents and subcontractor's) negligence or willful misconduct in performance of the Agreement. Notwithstanding anything to the contrary in this Agreement, CONTRACTOR shall not be liable for, or have any duty of defense or indemnification with respect to any acts or omissions of the Indemnitees,

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 as been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the unless otherwise directed. The Contractor shall not 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.

☐ **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.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any cancellation. 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

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. Confidential Information shall not include (1) information that is in the public domain; (2) information that was known to the receiving party before receipt of the information from the disclosing party; (3) information received from a third party having the right to lawfully possess and disclose such information without breaching any promise of confidentiality and (4) this Agreement and any amendments. In addition, no party shall be in violation of this Agreement if required to disclose such information by a court of competent jurisdiction or governmental agency with power to force disclosure. However, upon receipt of a subpoena or other order to produce Confidential Information, the receiving party shall promptly notify the disclosing party in writing of such disclosure requirement. County agrees to hold in confidence the identity of any CONTRACTOR Worker and the CONTRACTOR Worker's resume, social security number and other legally protected personal information, and County agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

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. This audit provision shall not apply to confidential

information, including but not limited to, CONTRACTOR's CONTRACTOR worker's personnel files or the remuneration paid by CONTRACTOR to its CONTRACTOR workers and subcontractors.

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 by CONTRACTOR Workers 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:

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 taxes applicable to CONTRACTOR, 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 falure 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:

DS SC 1/12/2024

For County:

DS 1/12/2024

Name and Title: Susan E. Chapman, Public Defender

Address: 168 W. Alisal St., Second Floor, Salinas, CA 93901

Phone Number: (831)755-5058

For Contractor:

Name and Title: Ireneo Mondoza

Address: 4 Lower Ragsdale Dr., Suite 101, Monterey, CA 93940

Phone Number: 650-638-8319

With a copy to: Robert Half Inc., Attn Client Contracts Dept., 2613 Camino Ramon, San Ramon, CA 94583

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.17 **Additional Terms:** This Agreement is only applicable to, and the only Robert Half Inc. branch and practice group(s) obligated under this Agreement are, the administrative & customer support and finance & accounting contract talent practice groups of the branch office located in Monterey, CA. COUNTY shall supervise CONTRACTOR workers providing services to COUNTY. COUNTY shall not permit or require CONTRACTOR workers (i) to perform services outside of the scope of CONTRACTOR worker's assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to use computers, or other electronic devices, software or network equipment owned or licensed by CONTRACTOR worker; (vii) to operate machinery (other than office machines) or automotive equipment. COUNTY may request that CONTRACTOR permit its CONTRACTOR workers to provide services to COUNTY remotely (i.e., from a location other than COUNTY's offices) using COUNTY's or CONTRACTOR's laptop and/or other computer or telecommunications equipment (the "Equipment"). COUNTY acknowledges and agrees that CONTRACTOR shall have no control over, and COUNTY shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the CONTRACTOR worker, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, COUNTY must not require CONTRACTOR worker to save or store any of COUNTY's files or other data on the Computer Systems provided by CONTRACTOR (including, but not limited to, any virtual desktop infrastructure solution). COUNTY agrees that CONTRACTOR shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems. Since CONTRACTOR is not a professional accounting firm, COUNTY agrees that COUNTY will not permit or require CONTRACTOR worker (a) to render an opinion on behalf of CONTRACTOR or on COUNTY's behalf regarding financial statements; (b) to sign the name of CONTRACTOR on any document; or (c) to sign their own names on financial statements or tax returns. It is understood that COUNTY has full

responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to COUNTY's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, CONTRACTOR workers working on COUNTY's premises.

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 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: DocuSigned by: Debra R. Wilson 7B741937AA0D41B... Contracts/Purchasing Officer

Date: 1/9/2024

By: DocuSigned by: Susan Chapman 2D93C433446B4C5... Department Head (if applicable)

Date: 1/9/2024

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Susan K. Blitch 50C532280675D42A... County Counsel

Date: 1/8/2024

Approved as to Fiscal Provisions

By: DocuSigned by: Bucu Mousa 811C333563B9474... Auditor/Controller

Date: 1/9/2024

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

Robert Half Inc.[EOE]
Contractor/Business Name *

By: DocuSigned by: 5FAF1173D94C4C1... (Signature of Chair, President, or Vice-President)

Ireneo Mendoza — Regional Vice President
Name and Title

Date: 1/8/2024

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

[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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: DCD1FC1B-9B5A-44CD-A1A0-526FBD8ED603

EXHIBIT A

To the Agreement by and between
the County of Monterey, on behalf of the Office of the Public Defender ("COUNTY")
and
Robert Half, Inc. ("CONTRACTOR")

Scope of Services / Payment Provisions

A SCOPE OF SERVICES

A.1 CONTRACTOR shall provide temporary staffing services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below specifically for the COUNTY:

A.1.1 CONTRACTOR will assign a qualified skilled worker (hereinafter, a CONTRACTOR's worker shall be referred to as "CONTRACTOR Worker") to COUNTY on a temporary basis. For each assignment of a CONTRACTOR worker, CONTRACTOR will send COUNTY a writing with the CONTRACTOR worker's name, role, hourly rate, and start date. CONTRACTOR acknowledges that CONTRACTOR Worker assigned to COUNTY is an employee of CONTRACTOR. Nothing in this AGREEMENT shall create an employer and employee relationship between CONTRACTOR employees and COUNTY. If COUNTY requires CONTRACTOR to perform background checks or other placement screenings of CONTRACTOR Workers, COUNTY agrees to notify CONTRACTOR prior to the start of services under this Agreement. CONTRACTOR will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If COUNTY requests a copy of the results of any checks conducted on CONTRACTOR's CONTRACTOR Workers, COUNTY agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

A.2 CONTRACTOR REPORTING REQUIREMENT FOR THE COUNTY

A.2.1 CONTRACTOR shall provide the required reports to the following:
A.2.1.1 The Office of the Public Defender.
A.2.1.2 The County of Monterey Director of Human Resources located at 168 West Alisal Street, 3rd Floor, Salinas, CA 93901

A.2.3 CONTRACTOR shall comply with Section 10: Records and Confidentiality of the Agreement..

A.2.4 Upon designating a CONTRACTOR Worker reporting to provide services to the County, the CONTRACTOR shall provide County a minimum of two electronic copies of a report. The report shall be in an Excel spreadsheet format and shall include the following:

A.2.4.1 Name of each assigned CONTRACTOR Worker
A.2.4.2 Last four digits of the employee's Social Security Number
A.2.4.3 Current Job Classification
A.2.4.4 Department Unit of the current assignment
A.2.4.5 Start date of current assignment
A.2.4.6 Bill Rate
A.2.4.7 Pay Rate

A.2.5 CONTRACTOR shall provide County a minimum of two electronic copies of a monthly activity report by the 10th of each month. The report shall be in an Excel spreadsheet format and shall include the following:

A.2.5.1 Name of each assigned CONTRACTOR Worker
A.2.5.2 Last four digits of the employee's Social Security Number
A.2.5.3 Current Job Classification
A.2.5.4 Department Unit of the current assignment
A.2.5.5 Start date of current assignment
A.2.5.6 Hours worked by employee in the report month
A.2.5.7 Cumulative hours worked for County by employee for the applicable fiscal year
A.2.5.8 Bill Rate
A.2.5.9 Pay Rate

A.3 CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

A.3.1 CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.

A.3.2 CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.

A.3.3 The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.

A.3.4 The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.

A.3.5 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR Worker with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.

A.3.6 The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

A.3.7 Subject to any applicable limitations of law, at CONTRACTOR's expense as described herein, CONTRACTOR agrees to indemnify, defend and hold harmless the County of Monterey from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against the County of Monterey, its employees, or its purported agents or independent contractors as a result of any finding, order, judgment or other ruling that any of CONTRACTOR's employees or agents is a retired annuitant or common law employee for periods during which services were performed under this Agreement.

A.4 TEMPORARY EMPLOYMENT ASSIGNMENT

A.4.1 CONTRACTOR shall be responsible for tracking cumulative hours per CONTRACTOR Worker for all assignments with the County. CONTRACTOR shall notify County when an individual CONTRACTOR Worker's hours working for the County are approaching 650 hours in a fiscal year (7/1-6/30).

A.4.2 CONTRACTOR shall notify the following:
2.5.2.1 The Office of the Public Defender
2.5.2.2 The County Director of Human Resources

A.4.3 A CONTRACTOR Worker shall not be assigned to work at the County for more than **720** hours in a fiscal year.

A.4.4 County shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.

B PRICING AND BILLING

B.1 It is mutually understood and agreed by both parties that the hourly pay rate for the CONTRACTORS Worker for this agreement shall be at one of the steps in the following range:

$48.792 $51.476 $54.307 $57.293 $60.444 $63.467 $66.640

B.2 The pay rate will be in place for the initial term of this Agreement.

B.3 Both parties shall agree upon rate increases or rate changes in writing by County Amendment. Rate changes shall not be binding unless mutually agreed upon by both County and CONTRACTOR.

B.4 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

B.5 Travel/Mileage

B.5.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.

B.5.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

B.5.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

B.5.3 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

C INVOICES AND PURCHASE ORDERS

C.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Office of the Public Defender, County of Monterey, 168 West Alisal, 2nd Floor, Salinas, CA 93901.

C.2 CONTRACTOR shall submit such invoices weekly, 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. County shall certify the invoice, either in the requested amount or in such other

amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. CONTRACTOR Worker will present a time sheet or an electronic time record to COUNTY for verification and approval at the end of each week. CONTRACTOR will bill COUNTY weekly for the total hours worked. If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

C.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

C.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

C.5 In the event COUNTY wishes to convert any of CONTRACTOR's CONTRACTOR Workers, COUNTY agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal 30% of the CONTRACTOR Worker's aggregate annual compensation, including bonuses. COUNTY agrees to pay a conversion fee if CONTRACTOR's CONTRACTOR Worker is hired by an affiliate or other related business entity as a result of COUNTY's subsequent referral of the CONTRACTOR Worker or one of COUNTY's customers as a result of CONTRACTOR Worker providing services to that customer. The conversion fee is payable if COUNTY hires the CONTRACTOR Worker, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. The same calculation will be used if COUNTY converts CONTRACTOR's CONTRACTOR Worker on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than $1,000.

D PERFORMANCE STANDARDS

D.1 Independent Contractor: CONTRACTOR and CONTRACTOR Workers shall be independent contractors and shall not be employees of Monterey County, nor immediate family of an employee of County. CONTRACTOR and CONTRACTOR Workers shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR and CONTRACTOR Workers shall not be entitled to any employee benefits.

D.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the

original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

D.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.

D.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

E CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

F COMPLIANCE WITH APPLICABLE LAWS

F.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 required by law in the performance of the Services.

F.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.

F.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.

G FORCE MAJEURE

G.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

G.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

G.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

H GUARANTEE

CONTRACTOR guarantees COUNTY's satisfaction with CONTRACTOR's CONTRACTOR Worker's services by extending to COUNTY an eight (8) hour guarantee period. If, for any reason, COUNTY is dissatisfied with the CONTRACTOR Worker assigned to COUNTY, CONTRACTOR will not charge for the first eight (8) hours worked, provided CONTRACTOR is allowed to replace the CONTRACTOR Worker. Unless COUNTY contacts CONTRACTOR before the end of the guarantee period, COUNTY agrees that CONTRACTOR's CONTRACTOR Worker is satisfactory for purposes of this guarantee.

Introduced: 1/17/2024 **Current Status:** Criminal Justice - Consent

Version: 1 **Matter Type:** BoS Agreement

a. Authorize the Contracts Purchasing Officer or their designee to execute a five-year no-cost Agreement between the Monterey County Probation Department and Smart Communications Holding, Incorporated based on the County's Request for Proposal (RFP) #10881 Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department, effective upon execution for five (5) years from go live date, with consideration for Probation's services coming from the Agreement with Sheriff's Department; and
b. Authorize the Contracts Purchasing Officer or their designee to sign two (2) one (1) year extensions and/or amendments where the scope of work does not significantly change; and
c. Authorize the Contracts`/Purchasing Officer or their designee to amend the agreement as necessary in order to meet Federal Communication Commission (FCC) and California Public Utilities Commission (CPUC) guidelines.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the Contracts Purchasing Officer or their designee to execute a five-year no-cost Agreement between the Monterey County Probation Department and Smart Communications Holding, Incorporated based on the County's Request for Proposal (RFP) #10881 Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department, effective upon execution for five (5) years from go live date, with consideration for Probation's services coming from the Agreement with Sheriff's Department; and
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SUMMARY/DISCUSSION:
The Monterey County Probation Department (Probation) and Monterey County Sheriff's Office (MCSO) presently have a common vendor for incarcerated persons/ward telephone and tablet systems. A collaborative RFP was completed to explore new options for incarcerated person/ward communications with their families and community, and for a comprehensive technology package.

The County of Monterey operates two juvenile correctional facilities, the Juvenile Hall and the Youth Center, both located in Salinas. The Monterey County Probation Department realizes and supports

the value and importance of maintaining family and community connections through communications.

RFP#10881 for Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles for Probation and MCSO, required vendors to supply a no-cost, turnkey solution for the departments. The RFP stated that the vendor will provide all equipment and any work needed to install this equipment, and that all maintenance, training, support, and equipment replacement will be at the vendor's expense, including implementation, integration and testing of all required equipment and software relative to the new Telephone System for Incarcerated Individuals and Youth and related services, without impacting the normal daily operation of the existing Telephone System. Smart Communications Holding, Inc. was selected as the highest ranked vendor of the proposals received based on the evaluation standards contained within the RFP.

The initial term of the Agreement will be from date of execution to five years from go-live date (to allow time for implementation), with the option to extend for two additional one (1) year periods.

OTHER AGENCY INVOLVEMENT:
The Agreement has been approved by the Office of the County Counsel as to form and by the Auditor-Controller's Office as to fiscal terms. Contracts Purchasing prepared the Request for Proposals, and assisted with vendor meetings and walkthroughs.

FINANCING:
There is no cost to the County General Fund associated with this recommendation. Consideration for the services provided to the Probation Department comes from the Agreement with the Sheriff's Office with the same vendor. Should the Agreement with the Sheriff's Office terminate, the Agreement with the Probation Department would also terminate, and a new Agreement would be required for the Probation Department to continue the services.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommendation to approve the Agreement with Smart Communications Holding, Inc. supports the Board of Supervisors Strategic Initiatives of Administration, Health & Human Services and Public Safety:

☒Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☒Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Wendi Reed, Management Analyst III, Ext. 3985
Approved by: Todd Keating, Chief Probation Officer, Ext. 3913

Attachments:
Agreement between Monterey County Probation Department and Smart Communications Holding, Inc.
Exhibit A - Scope of Work
Exhibit B - Service Level Agreement
Exhibit C - RFP #10881, Addendums 1 and 2
Exhibit D - Smart Communications (redacted) response dated July 31, 2023.

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Introduced: 1/17/2024 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Agreement

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FINANCING:
There is no cost to the County General Fund associated with this recommendation. Consideration for the services provided to the Probation Department comes from the Agreement with the Sheriff's Office with the same vendor. Should the Agreement with the Sheriff's Office terminate, the Agreement with the Probation Department would also terminate, and a new Agreement would be required for the Probation Department to continue the services.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommendation to approve the Agreement with Smart Communications Holding, Inc. supports the Board of Supervisors Strategic Initiatives of Administration, Health & Human Services and Public Safety:

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- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

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☒Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Wendi Reed, Management Analyst III, Ext. 3985
Approved by: Todd Keating, Chief Probation Officer, Ext. 3913

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Todd Keating
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Attachments:
Agreement between Monterey County Probation Department and Smart Communications Holding, Inc.
Exhibit A - Scope of Work
Exhibit B - Service Level Agreement
Exhibit C - RFP #10881, Addendums 1 and 2
Exhibit D - Smart Communications (redacted) response dated July 31, 2023.

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:

Smart Communications Holding, Incorporated

(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: Telephone Services, Tablet Program and Video Visitation System for Youth/Juveniles for the Monterey County Probation Department's Juvenile Hall and Youth Center as set forth in RFP#10881 with Monterey County Sheriff's Department and under this Agreement.

2.0 PAYMENT PROVISIONS:

2.1 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: **$** Consideration in conjunction with the Monterey County Sheriff Department Agreement pursuant to Joint RFP#10881

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from effective upon execution **to** five years from go-live date, 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: Service Level Agreement
Exhibit C - Request for Proposal (RFP)#10881, Addendums 1 &2
Exhibit D - Smart Communications Holding, Inc. - Proposal - Response to RFP#10881, dated July 31, 2023.

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 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

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

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include 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: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

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

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

Additional Insured Status:

The County of Monterey, its officers, officials, employees, 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, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, 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.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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 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:

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:**
Todd Keating, Chief Probation Officer	Jonathon Logan, President & CEO
Name and Title	Name and Title
Monterey County Probation Department 20 E. Alisal Street, Salinas, CA 93901	Smart Communications Holding, Inc. 10491 72nd Street, Seminole. FL 33777
Address	Address
(831) 755-3913	(727) 281-0176
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.

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 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
County Counsel
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: Anne Brenton 44E083B3PBEA412...

County Counsel

Date: 1/23/2024 | 2:43 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF84E674454F0...

Auditor/Controller

Date: 1/24/2024 | 7:31 AM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

Smart Communications Holding, Inc.

Contractor/Business Name *

By: DocuSigned by: ECC645FD6EA1484...

(Signature of Chair, President, or Vice-President)

Jon Logan — CEO & President

Name and Title

Date: 1/23/2024 | 12:25 PM EST

By: DocuSigned by: David Gann 10FA385BFD6E4E4...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

David Gann — Chief Legal Counsel

Name and Title

Date: 1/23/2024 | 11:14 AM 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

SCOPE OF SERVICES AND BILLING PROVISIONS

A. SCOPE OF SERVICES

A.1. ***Overview:*** The County of Monterey ("County") solicited proposals from qualified organizations to provide turnkey Telephone Services, Tablet Program, and Video Visitation System ("Services") for Incarcerated Individuals ("IP").

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the Services.

A.1. ***Contractor Responsibilities:***
Contractor shall provide the Services to Monterey County Sheriff Department and Monterey County Probation Department. Monterey County Probation Department will not be charged for their portion of the services pursuant to Senate Bill 1008, which added to Penal Code section 2084.5 and added to Welfare & Institutions Code section 208.1, but CONTRACTOR will receive compensation through the Sheriff Department which shall include consideration for the services provided to the Probation Department. Probation Department services will be a parred down version of voice communications and tablet services. RFP 10881 references the no charge to the Probation Department for the services. CONTRACTOR agrees to perform services and provide staff and otherwise do all things necessary for or incidental to the performance of work that include the following:

A.1.1. *Terms, conditions, provisions, and activities associated with the Scope of Work listed and described in the following:*

A.1.1.1. Request for Proposal (RFP) #10881 issued by the County dated May 23, 2023, Addendum 1 issued by the County on June 30, 2023, Addendum 2 issued by the County on July 14, 2023, and any other amendments or addenda thereto.

A.1.1.2. CONTRACTOR's proposal and response to RFP #10881 dated July 31, 2023.

A.2. ***Other Contractor Responsibilities:***

A.2.1. *Site Administrator/Technician (SAT).* Per section 5.1.5.4. of RFP #10881 and CONTRACTOR's response page 101, upon Probation approval, a part-time-time (4 hours per week) dedicated onsite SAT will work 1/2-day Wednesday (morning),. SAT shall submit a request for any absence (i.e.. Vacation, medical appointment, training, etc.) at least forty-eight (48) hours prior to ACPO or designated Division Director for approval. SAT shall provide a plan for coverage in their absence. Absence must be approved prior to absence unless absence is due to an emergency.

A.2.2. *Tablets.* CONTRACTOR shall supply a 1 to 1 ratio of tablets for youth), which would currently be 100 tablets (70 for Juvenile Hall and 30 for Youth Center), and 4 Commander tablets (two (2) tablets at each institution). Keep a supply of at least 10% (10 IP tablets and two (2) Commander tablets on site(one at each institution). CONTRACTOR shall replace all damaged tablets within three (3) weeks.

A.2.3. *Education Programs.* CONTRACTOR shall work with designated Probation Service Managers (PSM) at the Juvenile Hall and Youth Center to implement additional education programs on Tablets. County will incur any and all costs associated with the implementation of the Probation Department's additional education programs. Once implemented, the educational programs will be at no cost to County.

A.2.4. *Implementation.* CONTRACTOR shall work with Probation on 45-day implementation plan per CONTRACTOR response to section 8.2.3.2., and comply with Exhibit B.

A.2.5. *Intake/Booking Kiosks.* CONTRACTOR shall provide one (1) Intake/Booking Kiosk at the Juvenile Hall at a mutually agreed upon date *if requested by the Probation Department.*

A.2.6. *Investigative Tools.* CONTRACTOR shall implement Investigative Tools that include but not limited to SmartInmate™, SmartLink™, "Best Known Name Address," and Call Transcription with translation and keyword search capability.
A.2.6.1. Call Transcription tool shall maintain a high level of accuracy, with a minimum of 75% accuracy at all times.

A.2.7. *Cold Storage Retrievals*. CONTRACTOR shall have no hidden costs for cold storage retrievals of call detail records and recordings that would include the Leave Behind Solution, call recordings, redundant Storage Area Networks (SANs), and other related storage formats, media, and devices.

A.2.8. *Plug-Ins.* The system's browser shall have no plug-ins.

A.2.9. *Legacy and Other Data.* CONTRTACTOR shall import and download legacy data that includes known attorney numbers, known Friends and Family numbers, blocked/restricted numbers, Personal Allowed Numbers (PANs), JMS data feed, and other Incarcerated Person Data Feeds identified and pre-determined by the County. Detailed tasks, timelines/due dates, and deliverables will be included in the Project Control Document (PCD) in the Pre-Implementation Phase.

A.2.10. *Other Services.* CONTRACTOR shall implement other services in Table 1, Section B of this document. CONTRACTOR shall not implement any other services not included in the RFP and Contractor Proposal, without a signed amendment.

B. RATES, COSTS, AND REVENUE SHARE

Rates shall not exceed those identified by California Public Utilities Commission and/or Federal Communications Commission.

The rates, revenue share, and schedule for services and applications are shown in Table 1:

TABLE 1

Service or Application	Non-Recurring / Installation Cost	Cost Per Unit (Minute, Message, Voicemail, etc.)	Minimum Annual Guarantee (MAG)	~~Revenue Share to Sheriff's Office (per minute or %)~~
INCARCERATED PERSON TELEPHONE SYSTEM AND ASSOCIATED SERVICES				
1. Telephone System (hardware and software), two Administrative Workstations, Implementation and Project Management	FREE	N/A	N/A	N/A
2. Calls - Interstate, Intrastate, International (Cost to IPs/IPs' family and friends)	N/A	FREE	N/A	N/A
~~3. Minimum Annual Guarantee (MAG)~~	~~N/A~~	~~N/A~~	~~$125,000~~ N/A	~~N/A~~
4. MailGuard®and MailGuardLegal®System services	FREE	FREE	N/A	N/A
5. Telephone Services and Optional Features:				
Administration and Control - Call scheduling and control feature set provides automated and manual, granular control over all aspects of telephone availability and access privileges - Multiple call analysis tools providing standard and customizable reports - Global and personal allowable number lists - Secure, web-based design provides full on-site and remote access to all administrative controls and tools based on user permission level	FREE	FREE	N/A	N/A
Security - SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools - 3-way calling and hook-switch dialing detection and prevention - Positive DTMF call acceptance - 24/7/365 remote network monitoring ensures 99.99% uptime	FREE	FREE	N/A	N/A
Recording Storage and Retrieval (No Hidden Costs) - CDRs, call recordings and systems data stored on encrypted and redundant storage area networks (SAN) at three separate geographic locations - All CDR and call recording data securely stored and accessible to staff for one year or longer after agreement expiration - Download a single file or select a set of call recordings to play back, burn/copy to disk or email in .MP3 file format	FREE	FREE	N/A	N/A
Call Monitoring and Investigative Tools - Unlimited and undetectable live call monitoring - Hot number/call watch list offering text, phone or email	FREE	FREE	N/A	N/A

alert notifications - Call transcription with translation and keyword search capability - Advanced case management tools to help investigators better track and manage assets for specific incidents or individuals that can be shared securely with external law enforcement agencies - "Best Known Name and Address" feature queries internal client databases to help locate the address associated with telephone numbers - SmartLink™ tools allow investigators to check for any links between IPs and public individuals or other IPs using multi-path and multi-relation analysis				
Optional Value-Added Features - Compatibility/deployment of on-site, visitation telephone hardware - Interoperable with SmartTablet™ and SmartKiosk™ devices to provide tablet/kiosk-based calling - Indigent calling feature to configure free call quantity limits to predesignated numbers, including designated call durations and calling windows - Custom speed dial to agency-defined numbers and/or designated voicemail boxes for IPs to contact PREA, crime tips, public defenders and more - Seamless Video Relay Service (VRS) and Video Remote Interpreting (VRI) interfacing	FREE	FREE	N/A	N/A
6. Patented MailGuard®and MailGuardLegal®System services	FREE	FREE	N/A	N/A
7. Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)	FREE	FREE	N/A	N/A
8. All hardware with installation and software upgrades	FREE	FREE	N/A	N/A
9. Full-time, On-site Certified Technician (OCT)/ Site Administrator/Technician (SAT)	FREE	FREE	N/A	N/A
10. 24/7/365 live, U.S.-based customer and technical support	FREE	FREE	N/A	N/A
11. Debit Release Card System	FREE	FREE	N/A	N/A
12. SmartEvo™ ITS Inbound Voicemail eXchange (VMX™)				
13. Intake and Lobby Deposit Kiosks (No Cost to County). The booking kiosks will be interfaced with the inmate Trust Fund accounting system. Rates to IPs' family and friends, if applicable, were not provided.	FREE	N/A	N/A	N/A
14. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A
TABLETS AND TABLET PROGRAM				
1. SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices, and earbuds; Implementation and Project	FREE	FREE	N/A	N/A

Management				
2. Tablet Messages/Apps:				
- Internal Facility/Staff Text Messages	N/A	FREE	N/A	N/A
5. SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs	FREE	FREE	N/A	N/A
6. SmartLaw™ Digital Law Library	FREE	FREE	N/A	N/A
7. SmartEntertainment™ Service Tablet Streaming (Cost to IPs/IPs' family and friends)				
- Standard Content Streaming	N/A	FREE	N/A	N/A
10. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A
VIDEO VISITATION SERVICE				
1. Video System (hardware, software), Implementation and Project Management	FREE	FREE	N/A	N/A
1. Remote VVS service for attorneys and public defenders	FREE	FREE	N/A	N/A
2. Local video sessions (onsite)	N/A	FREE	N/A	N/A
3. Remote video sessions (scheduled and video-on-demand)	N/A	N/A	N/A	50%
4. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A

B.1 TELEPHONE SYSTEM , TABLETS/TABLET PROGRAM, VIDEO VISITATION SERVICES AND DEPOSIT KIOSKS

SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(ies) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the Contractor is required to issue specified credits.

The Telephone Services, Youth Video Visitation System and Deposit Kiosks for Incarcerated Individuals and Youth contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential and would apply to each Agency's operations, and the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs) when proven to be the Contractor is at fault.

II. Service

Table 1 lists each KPI and the performance level requested by each Agency. Performance is aggregate-based, meaning that the performance is to be measured at each Agency's hierarchy level (each Agency's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Telephone System, tested by Contractor in each Agency's facility. Each Agency will confirm to its satisfaction, that the Telephone System in its respective facilities is fully functional prior to each Agency's acceptance. Fully functional Incarcerated Individual and Youth Video Visitation System, tested and accepted by the Sheriff's Office and Probation Department	45 Days
Maintenance:		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
Video Visitation Services and Associated Network Access/Transport Services	Video is functional Scheduling software availability	99.95%
Tablets (Not used for Video Visitation)Video Visitation Units (Tablets)	Operational, working units	100%

III. Implementation & Installation Penalty

Potential Contractor shall provide each Agency with a separate and detailed Implementation Plan and Schedule. The installation shall include a separate user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the Contractor is required to provide a fully functional system tested and accepted, by each Agency. Each Agency requires a thirty (30) to forty-five (45) - business day implementation schedule for each of its facility(ies). If the Contractor requires a longer implementation schedule, a mutually agreed-upon implementation will be established. Any failure to provide this service will incur a daily penalty of $1,000.00 after 90 days to the Agency affected, until fully implemented and functional.

I. CONTRACTOR ROLES & RESPONSIBILITIES TO MAINTAIN DEPOSIT KIOSK

- Perform preventive and ongoing maintenance, including but not limited to changing receipt paper and ink, clearing paper and coin jams, minor repair, and maintaining appropriate inventory levels of parts and materials.
- Monitor, measure, and report performance against the Service Level Agreements
- Measure all Service Levels sufficient to provide detailed, justified explanations of reported results.
- Report performance to the respective Agency (Sheriff's Office and/or Probation Department) or each Agency's Designee on a monthly basis.
- Promptly investigate and remediate failures and deficiencies
- Minimize reoccurrences of all performance-related failures for which it is responsible
- Report any problems to the Agency affected that appear likely to result in a failure to meet a Service Level Agreement requirement
- Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreement and coordinate processes and procedures that impact the County
- Designate a Contractor Representative who has the overall responsibility for delivery of the Services. The designated Representative shall:
  - Manage the maintenance tasks and conduct technical and operational escalations
  - Provide management and resolution of identified problems
  - Resolve and address operational delivery issues
  - Ensure adherence to performance targets
  - Be responsible for overseeing service quality and incident management
  - Function as the primary point of contact/interface with the Sheriff's Office and Probation Department for SLA performance, management, and problem resolution

IV. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Contractor shall issue credits for each Service Outage, Problem, or Deficiency to the Agency affected. Contractor shall pay the Agency the total amount of credit due to the Agency within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and

Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Sheriff's Office and Probation Department and the Contractor's on-site Site Administrator/Technician in resolving System Outages, Problems, and other Deficiencies. Contractor must respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage (includes Response Time)	Credits Due
Priority Level One	**CRITICAL/SEVERE (Includes but not limited to):** **Telephone System** • 25% or more of telephones in a single Housing unit, Module, Dorm, and/or Pod • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls dropped in a 24-hour period • Entire system failure Video Visitation • 50% or more of an Agency's Video Visitation System (at any one area) is out of service • One entire Video Visitation Room, Housing Unit, Module, Dorm, and/or Pod is not in operation or one Video Visitation System unit is not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Inventory of Tablets used for both Video Visitation and Non-Video Visitation is depleted Contractor Response Time (Includes acknowledgment, issuance of, and confirmation of Trouble Ticket Number that it is actively being worked): ≤ 45 Minutes If deficiency indicates that a Tier 2 Technician in needed, a Tier 2 Technician will be on site: ≤ 2 Hours Completion of repairs and Deficiency resolution to the affected Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.	< 6 hours	No Credit
		Between 6 and 12 hours	$75 per day that component of VVS is deficient (includes network access and cabling and wiring)
		< 24 hours	$100 per day that component of Telephone System is deficient
		> 24 hours	$150 per day that component of Telephone System is deficient, after 7 days that Inventory of Tablets is depleted
Priority Level	**MAJOR (Includes but not limited to):**		

Two	**Telephone System** • 10% to 24% of telephones in a single Housing unit, Module, Dorm, and/or Pod are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software **Video Visitation** • 25% to 49% of an Agency's Video Visitation System in a Video Visitation Room, Housing unit, Module, and/or Pod is out of service, and/or 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within 24 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency or Agency's Designee's initial service request to Contractor. The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 15 Business days.	≤ 24 hours	No Credit
		> 24 hours	$100 per day that component of Telephone System is deficient, VVS is deficient (includes network access and cabling and wiring)
Priority Level Three	**MINOR (Includes but not limited to):** **Telephone System** • One of multiple phones in a Housing unit, Module, Dorm, and/or Pod is not in operation, and additional phones are in the area available for Incarcerated Individual or Youth use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality **Video Visitation** • One of multiple Video Visitation units in a Video Visitation Room, Housing unit, Module, Dorm, and/or Pod is not in operation, and additional units are in area available for inmate use • Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped and Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality	≤ 2 days	No Credit
		> 2 days	$75 per day that component of Incarcerated Individual and Youth Telephone System or VVS is deficient

	• <25% of a Agency's Video Visitation System is out of service • <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within __2__ business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.		
Priority Level Four	**COSMETIC (Includes but not limited to):** **Telephone System** A telephone is damaged but is capable of completing telephone calls **Video Visitation** • A Video Visitation unit is damaged but is capable of completing Video Visitation sessions • Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to Agency's satisfaction is made within __10__ business days of initial notification to Agency or Agency's Designee, or from Agency's or Agency's Designee's initial service request to Contractor.	≤ 10 days > 10 days	No Credit $75 per day that component of Incarcerated Individual and Youth Telephone System is deficient or damaged phones are not replaced

V. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Telephone System problem, network problem, outage, or other deficiency that has experienced against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	$900.00
	9	$1,350.00
	12	$1,800.00
	>12	$150.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without

		penalty to the Agency
Priority Level Two	6	$600.00
	9	$900.00
	12	5% of Monthly Telephone System Revenue Commissions
	>12	$100.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency

II. SERVICE LEVEL AGREEMENT

#1: SYSTEM (SERVER) AVAILABILITY – SYSTEM INFRASTTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	System Infrastructure and Services Availability
Service Level Objective	To ensure that the system infrastructure equipment (e.g. servers, storage, kiosks, peripheral equipment, etc.) is available for use by each Agency's users and Incarcerated Individuals/Youth (if applicable) during scheduled hours of availability.
Service Level Definition	The system infrastructure includes all file, database, web, imaging, application and support servers, SANs, storage devices, backup systems, kiosks and associated peripheral equipment necessary to process, store, and preserve electronic data and information. Availability means all components of the systems infrastructure are ready for use, accessible by users and customers, and are operational to perform their assigned function. Contractor shall ensure qualified technical staff are available both during normal business hours (08:00 AM – 5:00 PM Pacific Standard Time) and during non-business hours, excluding planned maintenance or previously scheduled maintenance periods. Contractor staff shall work with each Agency's staff to resolve unexpected issues which impede the ability to perform necessary and time-sensitive work
Service Measurement	Availability
Metric Description	The percent of availability of combined system infrastructure services. The system infrastructure elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency, which may differ by Agency. The metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all servers/SANs/storage equipment/kiosks/peripheral equipment performing or supporting Automated Payment Services. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall reduce the percent availability. Degraded operations shall be reported as an individual category but shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level Commitment	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day)/kiosk
Target (Expected) Service Level Commitment	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in a facility / 900 * total number of kiosks in a Facility/Location **Sample calculation**: Assume 50 Kiosks installed/operational – 1. Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 2. Facility/Location Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100 = [[27000 + 8990 + 8055 + 885] / 45000] *100 = [44930/45000] * 100 = .9984 * 100 = 99.84%**
Measurement Window	Daily per Kiosk during each Agency's established operational hours (currently 06:00 AM – 21:00 PM daily)

Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#2: NETWORK AVAILABILITY – NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	Network Infrastructure and Services Availability
Service Level Objective	To ensure that the Contractor managed network infrastructure and services are available for use during scheduled hours of availability.
Service Level Definition	The Contractor managed network infrastructure and services includes the routers, switches, repeaters, and all components needed to transport data between network site boundaries (kiosks) and the Contractor's site. Availability means the network infrastructure and services are available for use and are fully accessible and operational. Infrastructure and services include but are not limited to all network-related infrastructures necessary to make kiosks functional and usable. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Availability
Metric Description	The percent of availability of combined MAN/WAN/Internet Services The network infrastructure and services elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency. Those required operational hours differ by Agency, but the metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all network infrastructure equipment and services performing or supporting Automated Payment Services direct or support operations. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall negatively impact the percent availability. Degraded operations shall be reported as an individual category and shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk
Target (Expected) Service Level	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in an Facility/Location / 900 * total number of kiosks in an Facility/Location * 100 **Sample calculation**: Assume 50 Kiosks installed/operational –

	7.0 Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 8.0 Facility/Locational Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100** **= [[27000 + 8990 + 8055 + 885] / 45000] *100** **= [44930/45000] * 100** **= .9984 * 100 = 99.84%**
Measurement Window	Daily per Kiosk during Sheriff's Office and Probation Department established operational hours (currently 06:00 AM – 21:00 PM daily)
	Agency should be provided tools to retrieve statistics on demand statistics.

#3: CHANGE MANAGEMENT AND TROUBLE TICKET RESPONSE – RESOLUTION RESPONSE

Service Level Category	Infrastructure and Systems Change Management; and Problem Management and Resolution Response
Service Level Objective	• Change Management Service Request Management • To respond to customer requests for technical assistance in a timely manner and take the necessary action to accurately resolve issues or to escalate resolution of those issues when required.
Service Level Definition	Contractor shall provide customer support during all periods of authorized Kiosk access, 365 days per year. Service level Agreements shall apply during all periods of authorized Kiosk access hours for all problem categories. Service level objectives and Agreements shall be: • Respond to all service calls. • Resolve issues as accurately as possible within the following timeframes (Includes response time, travel time {if applicable}, resolution time): o Level 1 (Urgent) – 4 Business Hours o Level 2 (High) – 8 Business Hours o Level 3 (Medium) – 2 business days o Level 4 (Low) – 10 business days • Close (with confirmation) 95% of Levels 1-2 priority issues, 80% Level 3 priority, and 75% Level 4 priority issues within specified timeframes excluding issues requiring Contractor repair or resolution. • Track and report closure times for all issues requiring Contractor repair or resolution. • The time to complete change requests from request to fulfillment and operability shall not exceed the Service Level • For purposes of this Service Level, Change Management includes but is not limited to inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates Problems shall be reported to the Contractor Support Help Desk and shall be recorded for tracking and management. Priority definitions include but not limited to: • **Level 1** – Application or Service is inaccessible (i.e., network is down), Kiosk is down and inaccessible, administrative information is incorrect and preventing service. • **Level 2** – Application or Service is intermittently inaccessible, administrative information is incorrect causing intermittent service, and/or logon/password requires resetting or reissue, change requests that affect service or access to the Kiosk or network, network diagnostics critical to service.

	• **Level 3** - Question or information requests, change requests that do not affect service or access to the Kiosk or network, inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates. • **Level 4** – Cosmetic or other deficiencies that do not negatively affect or slow down service and/or access to the kiosk and/or network. Level 4 priority items shall be escalated to Level 3 priority after 10 business days. Based on the priority and aging of problems reported, support shall be escalated within the Contractor hierarchy for all problems not resolved within 5 business days. The Contractor shall identify the escalation process and individuals. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Percent resolution within Service Level timeframes and timeliness for Change Management.
Metric Description	• The percent of problems assigned and resolved by priority within agreed service level Agreements. • Timeliness for Change Management Services is defined as the time (business hours/days) required to successfully receive, process, and implement a change to the access control list, installed rule base, network diagnostics, equipment service, and software and/or configuration updates.
Metric Inclusions	• All reported problem tickets • Agency configurations ❖ Actions included: o Time required to complete a change request from receipt to operability o Time required to update the installed rule base or administration/access control list updates o Time required to perform network diagnostics [to trouble-shoot] o Time required to perform equipment service o Time required to implement software updates o Time required to implement configuration updates
Metric Exclusions	• For Trouble Tickets: None • For Change Management: ❖ Orders for new services requiring purchase of hardware or software ❖ Exclusion Time: o None – the time required for change approval and scheduling shall be considered part of the metric measurement and service level time.
Minimum Service Level	• Level 1 (Urgent) – 4 business hours • Level 2 (High) – 8 business hours • Level 3 (Medium) – 2 business days • Level 4 (Low) – 10 business days
Reports and Reporting Format/s	Agency must be able to create reports: Report Elements: Header to include Target SL, Minimum SL, Total Number of Changes, Total Number of Changes that Missed the Target Service Level, Total Number of Changes that Missed the Minimum Service Level; Detail for changes that exceeded three days to include Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Minimum SL achieved [Yes/No], Target SL achieved [Yes/No]; Sorted by Device Type Detailed Exclusion Report: Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Reason for Exclusion; Sorted by Device Type; Summarized by a Count of Excluded Changes
Measurement Window	Monthly
Service Level Reporting	Statistics shall be provided each month within five [5] business days after the end of the month

Window	measured

CREDITS	
Credit	The Agency affected shall receive credit if the Contractor fails to meet the minimum service level commitments. That credit shall be payable to the Agency within 30 business days of the date of the monthly service level report. The credit is assessed on a per Facility/Location basis when the Contractor fails to meet minimum service level commitments for System Infrastructure and Services Availability or Network Infrastructure and Services Availability or for both as follows: 1. Minimum Service Level Commitment not met per Facility/Location for 4 days or less in a Month – WARNING 2. Minimum Service Level Commitment not met for more than 5 days in a Month - $4,000 per occurrence (facility/location) up to a maximum of $40,000 per month (for all Facility/Locations).
Liquidated Damages	
Chronic/Systemic	If chronic or systemic problems persist in failure to meet minimum standard for three or more consecutive months, the Contractor shall be required to develop a corrective action plan to resolve the problems, agreed to by the affected Agency. Failure to develop a corrective action plan to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the affected Agency's exercise of other available options, up to and including termination of the contract.

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990

REQUEST FOR PROPOSALS
RFP# 10881

For
Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

Proposals are due by 3:00 pm (PST) on July 17, 2023

Mandatory Pre-Bidders Meeting will commence promptly at 9:00 am, on Friday June 16, 2023 at the Monterey County Jail, 1410 Natividad Rd. Salinas CA 93906, inside the Jail Briefing Room

Draft Approved by Counsel Printed Name Ann Brerenton_05/23/2023__

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SOLICITATION DETAILS SECTION

1.0 INTENT

1.1 It is the intent of this Request for Proposal (RFP) is to solicit proposals from qualified CONTRACTOR(s) to provide turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles for the Monterey County Sheriff's Office and County of Monterey Probation Department.

1.2 This solicitation is **NOT** intended to create an exclusive service AGREEMENT.

2.0 BACKGROUND

Request for Proposal 10881 will establish turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles. The County seeks CONTRACTORs who will abide by all local, state, and federal regulations and who are also capable of providing all necessary materials and supervision, in the course of providing services as outlined herein.

2.1. Overview

The Monterey County Sheriff's Office ("Sheriff's Office") and Monterey County Probation Department ("Probation Department") are jointly soliciting proposals from qualified organizations ("Contractor" and/or "Proposer") to provide turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles. To maximize exposure to and knowledge of new technologies, Tablet and Video Visitation service providers may submit their proposals, but will be required to partner with a Proposer, if selected. Proposers may partner with a Tablet or Video Visitation service provider but will be responsible for and be the point of contact for implementation, billing, customer service, maintenance, and applicable Service Level Agreements.

2.1.1. Sheriff's Office - The Sheriff's Office consists of the Main Jail and the Women's Jail and Rehabilitation Center located at 1410 Natividad Road, Salinas, California 93906. The Average Daily Population is 900, with the capacity of 1,401.

2.1.2. Probation Department – Probation Department consists of two detention facilities for juveniles, consisting of the Juvenile Hall located at 1420 Natividad Road, Salinas, California 93906; and the Youth Center located at 970 Circle Drive, Salinas, California 93905. The Average Daily Population is 151.

2.2. Telephone Services for Incarcerated Individuals and Youth

Incarcerated detainees are generally allowed to make phone calls without restriction. These phone calls are either Collect, Prepaid, or Debit calls. Telephone Services for Incarcerated Individuals and Youth and all associated telephones are currently provided by Viapath Technologies (formerly GTL). The potential Contractor will be required to

provide the same amount of, or more telephones that meet the description provided in this Statement of Work. The potential Contractor will be required to plan, finance, and implement the integration and testing of all required equipment and software relative to the new Telephone System for Incarcerated Individuals and Youth and related services, without impacting the normal daily operation of the existing Telephone System for Incarcerated Individuals and Youth.

The potential Contractor will be responsible for any changeover costs associated with the new installation or conversion of telephone instruments, associated equipment and/or software, and telephone enclosures. The type of telephone instrument and enclosures shall be subject to approval by the Sheriff's Office and Probation Department Designees.

If a new contractor is selected, Viapath will continue to operate and maintain their current telephone system and equipment under the terms and conditions of the existing contract, pending the transition and acceptance of the new Telephone System for Incarcerated Individuals and Youth at each detention facility.

The Telephone System for Incarcerated Individuals and Youth is contained within a custodial environment; therefore, certain security requirements are enforced. Minimally, the selected Contractor's staff and subcontractors will be required to submit to a background review for clearance, will be required to be escorted into certain areas of the facilities, and will be required to submit lists of equipment and tools to be brought into the facilities. The potential Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

2.2.1 Sheriff's Office – The following table shows the calls and minutes for 12 Months (June 2021-May 2022) for the Sheriff's Office:

	Domestic		International		Voicemail	
Month	**Calls**	**Minutes**	**Calls**	**Minutes**	**Calls**	**Minutes**
Jun-21	32,886	265,665.30	121	881.97	38	51.33
Jul-21	33,975	281,827.43	226	1,715.90	84	101.97
Aug-21	35,142	294,837.25	208	1,502.03	99	154.82
Sep-21	31,873	265,862.00	287	1,814.73	37	34.67
Oct-21	35,309	311,896.00	267	1,960.00	31	21.00
Nov-21	37,453	353,652.83	384	3,112.72	25	20.05
Dec-21	41,645	399,868.13	604	4,728.15	30	21.52
Jan-22	37,602	355,084.17	581	4,398.11	57	140.82
Feb-22	38,528	360,909.01	591	4,537.02	19	35.77
Mar-22	44,345	393,670.09	654	5,527.23	31	21.68
Apr-22	47,780	425,302.26	676	5,707.22	50	55.02
May-22	19,738	176,283.32	202	1,635.70	31	29.08
TOTALS	**436,276**	**3,884,857.79**	**4,801**	**37,520.78**	**532**	**687.73**

2.2.2. Probation Department - The following table shows the current average annual calls and minutes for the Probation Department:

Domestic		International	
Calls	**Minutes**	**Calls**	**Minutes**
120,000	1,236,000	48	396

2.3. Tablet Program and Video Visitation

Tablets are currently provided by Viapath for the Sheriff's Office and Probation Department to support officer's administrative efforts (Commander Tablets), Incarcerated Individuals, and Youth programs, Video Visitation, entertainment, other applications, communications services.

The Sheriff's Office and the Probation Department require a turnkey hardware and software solution to support a hosted, IP-based Incarcerated Individuals/Youth Video Visitation System for the Sheriff's Office and Probation Department. Incarcerated Individuals/Youth Video Visitation shall be used for both attorney, confidential and public visits.

2.3.1. Sheriff's Office - Tablet Program and Video Visitation – The tablets are currently provided by Viapath, and are currently used for programs, administration, communication services, video visitation, and entertainment. The Sheriff's Office prefers a 1:1 Tablet to Inmate ratio. For the Video Visitation application, the Sheriff's Office has the following:

2.3.1.1 Lobby Public Access Video Visitation Room: The Sheriff's Office averaged over 2,000 face-to-face family visits a month before Covid, which does not include Attorney, Bail, and Clergy visits. The Sheriff's Office currently has a Lobby Video Visitation Room for the public that has 18 units (2 units are ADA-compliant), and 4 units in the attorney rooms, a total of 22 units.

2.3.1.2 Main Jail (Old Jail):

Main Jail (Old Jail)

	Number of Rooms, Pods, or Dorms	Number of Video Visitation Stations Required	Number of Video Visitation Stations with Tablet Permanently Installed and Hard-Wired
Attorney Rooms			
* Men's	8	0	8
* Women's	2	0	2
Men's Housing			
* Pods (A-J, K4, K5, K16, K17)	14	42	14

* Dorms (A, B, C, D, E)	5	35	5
* Infirmary	1	0	1
* Holding	1	0	1
Women's Housing			
* Pods (Q, R, S, T, U, V)	6	18	6
* Holding	1	0	1

2.3.1.3 New Jail

New Jail

	Number of Rooms or Blocks	Number of Video Visitation Stations Required	Number of Video Visitation Stations with Tablet Permanently Installed and Hard-Wired
Men's Housing Blocks	8	24	8
Attorney Rooms (2 per Housing Block)	16	0	16

2.3.1.4 The following table shows the tablet usage for both tablet sessions and video sessions for the Sheriff's Office:

Sheriff's Office (12-months)		
Product	**Event Count**	**Minutes**
Tablet Session Total	1,911,849	17,164,441
Tablet Video Total	332,420	2,865,347

2.3.2 Probation Department Tablet Program and Video Visitation - The Tablet Program for the Probation Department has not been fully deployed, and currently does not have a Video Visitation System. The Probation Department requires a fully deployed Tablet Program that includes Video Visitation. The following table shows 7 months' tablet usage for tablet sessions only (non-Video) for the Probation Department:

Probation Department (7-months)		
Product	**Event Count**	**Minutes**
Tablet Session Total	2,879	33,058

2.4. Audit

The Sheriff's Office and Probation Department's duly authorized representatives shall have access, at reasonable times, to all reports Contract records, documents, files and personnel necessary to audit and verify Contractor's charges to the Sheriff's Office and Probation Department hereunder. Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for Contractor's services hereunder Sheriff's Office and Probation Department reserves the right to audit and verify Contractor's records before final payment is made. The Sheriff's Office and Probation Department's representatives shall have the right to reproduce any of the aforesaid documents. Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Sheriff's Office's Project Manager and Probation Department's Project Manager.

2.5. Current Agencies Using Proposer's Services

Proposer shall list a minimum of three (3) current agencies (more is preferred) in California each, including the ADP and contact information, that are currently using the Proposer's:

2.5.1. Telephone System and Associated Services

2.5.2. Tablet Program and Video Visitation Application - Minimum three (3) clients, more is preferred.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	June 1, 2023
3.2	**Mandatory** Pre-Bidders Conference	09:00 a.m., PST, June 16, 2023
3.3	Deadline for Written Questions	3:00 p.m., PST, June 23, 2023
3.4	Proposal Submittal Deadline	3:00 p.m., PST, ,July 17, 2023
3.5	Estimated Notification of Selection	August 2023
3.6	Estimated AGREEMENT Date	September 2023

Mandatory Pre-Bidders Meeting will commence promptly at 9:00 am, on Friday June 16, 2023 at the Monterey County Jail, 1410 Natividad Rd. Salinas CA 93906, inside the Jail Briefing Room.

This schedule is subject to change as necessary.

3.7 **FUTURE ADDENDA:** CONTRACTORs, who received notification of this solicitation by means other than through a County of Monterey mailing shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of

any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS EACH CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County

Jaime Ayala, MA III
Contracts & Purchasing Department
1488 Schilling Place
Salinas, CA 93901
PHONE: (831) 783-7047
FAX: (831) 755-4969
Email: AyalaJ@co.monterey.ca.us

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched, and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of CONTRACTOR.**

5.0 SCOPE OF WORK

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract price. However, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

SCOPE OF WORK includes, but is not limited to, the following:

5.1. Telephone System for Incarcerated Individuals and Youth

5.1.1. General Requirements

5.1.1.1. Contractor shall be responsible for the billing and collection of all completed Incarcerated Individuals/Youth Collect, Prepaid, and Debit calls in accordance with current FCC and CPUC approved tariff rates.

5.1.1.2. Contractor shall provide capability for Collect, Prepaid, and Debit calls.

5.1.1.3. Contractor shall generate and process Personal Identification Numbers (PINs) within the next best real-time (less than 2 minutes) to update system for Incarcerated Individuals/Youth to begin making calls. Contractor shall describe its PIN generation and processing and include length of time to generate or obtain a PIN.

5.1.1.4. Contractor shall have the capability to allow an Authorized Call list or Personal Allowed Number (PAN) list that the Sheriff's Office and Probation Department, at its discretion, will have the flexibility of adding or deleting numbers with no minimums or maximums.

5.1.1.5. The Sheriff's Office and Probation Department will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls. Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).

5.1.1.6. Contractor shall provide two complete (2) System Administrative Console or Workstations onsite for the Sheriff's Office and two (2) complete System Administrative Consoles or Workstations onsite for the Probation Department at no charge. Each Workstation shall include a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.

5.1.1.7. The Workstations shall include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers. Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of Incarcerated Individuals/Youth calls. Contractor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the Incarcerated Individual and Youth Telephone System.

5.1.1.8. At the request of the Sheriff's Office and/or Probation Department, Contractor shall replace any or all Workstation-related components to be received no more than ten (10) calendar days, should equipment be determined by the Sheriff's Office and/or Probation Department as outdated and/or inefficient.

5.1.1.9. Contractor shall be responsible for paying for and installing any additional physical plant requirements for the Incarcerated Individual

and Youth Telephone System (power, security, data, cabling, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the Sheriff's Office and Probation Department.

5.1.1.10. Contractor shall be responsible for obtaining, developing, and implementing the interface requirements (i.e., with Jail Management System, Commissary) required to implement the telephone system and associated services (i.e., PINs, Debit, Interactive Voice Response, etc.). Contractor shall bear all costs of required interface(s). Contractor shall be responsible for any and all costs incurred in conjunction with the implementation of the Telephone System, Services, and Features.

5.1.1.11. Provide a detailed Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the Request for Proposal preceding and/or following a natural or human-induced disaster.

5.1.1.12. At no cost to Sheriff's Office and Probation Department, Contractor shall move or remove telephones, as well as install additional telephones and monitoring and recording equipment as needed.

5.1.2. <u>System Requirements</u>

5.1.2.1. Contractor's system must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC-based networks, mainframes, or other platforms, providing secure anytime, anywhere access. Contractor shall be responsible for any interface costs or upgrades with the Commissary and Jail Management Systems, and any other costs incurred in conjunction with implementing the system and its features.

5.1.2.2. Contractor's system shall permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for Incarcerated Individuals/Youth use for the purpose of placing phone calls through this system. The Telephone System shall provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, and Debit) and Call Type (local, intra-LATA, inter-LATA, Interstate, International). Contractor's automated operator telephone system shall also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.

5.1.2.3. Post-Dial delay shall not exceed 15 seconds, and billing shall start after voice recognition has been verified and the called party has accepted the call.

5.1.2.4. The system shall have the ability to provide, print, download and e-mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN/PAN, phone, number dialed, time/date, duration, call type, call status, etc., by Sheriff's Office and Probation Department staff.

5.1.2.5. The system shall have the capability of reverse lookup of phone numbers called to provide call detail. Provide a detailed description of your reverse lookup capability.

5.1.2.6. The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.

5.1.2.7. The system shall provide full Key Word Search feature that maintains a high level of accuracy (no less than 75% accuracy) as well as adaptability for new updates. The feature shall also automatically transcribe flagged calls and transcribe all other calls including calls on demand using “key word” and “key phrase words” search. Describe in detail your key word and key phrase words search feature, its accuracy, and its capabilities including but not limited to sending phrases with context and exact time on the recording to designated recipients.

5.1.2.8. The system shall provide Interactive Voice Response (IVR) in English and Spanish at a minimum. IVR shall provide the caller with information including but not limited to:

- 5.1.2.8.1. Specific Incarcerated Individual/Youth information, including charges and booked dates
- 5.1.2.8.2. Facility Address
- 5.1.2.8.3. Depositing money in Incarcerated Individual’s/Youth’s account
- 5.1.2.8.4. Mail Restrictions
- 5.1.2.8.5. Property Releases
- 5.1.2.8.6. I-Care package Options
- 5.1.2.8.7. Phone System
- 5.1.2.8.8. Connect to Live Person

5.1.2.9. The system shall be a true web-based system. The system shall support and interface with web services, integrating Web-based applications using open standards.

5.1.2.10. The system's current commonly used browser shall be in web format. It must be true web-based with nothing being installed on the local computer. Contractor shall be willing and able to make system changes to better support the needs of the Sheriff’s Office and Probation Department. The proposed system shall operate independently from the Sheriff’s Office’s and Probation Department’s Wide Area Network (WAN) and/or Local Area Network (LAN).

5.1.2.11. The system’s browser shall have no plug-ins.

5.1.2.12. The desired Telephone System phone calls must be capable of being monitored, recorded, and archived (for five years), with the exception of calls made to criminal defense attorneys, including the Monterey County Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Contractor into the Telephone System.

5.1.2.13. Conversely, calls shall be blocked to certain numbers on a system-wide basis and to others on a case-by-case basis, managed by the Sheriff’s Office and Probation Department. System-wide blocked calls

include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by Contractor into the telephone system. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the Telephone System.

5.1.2.14. The system shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Incarcerated Individuals/Youths shall be required to hang up before dialing a new number. The Contractor shall provide a report of a list of offenders.

5.1.2.15. The system shall block three-way calling, conference calling, and call forwarding. The system shall not allow any inmate to initiate directly or indirectly the use of third-party service providers, friends, and family to communicate directly with other inmates inside or outside the facility in other incarceration facilities and institutions.

5.1.2.16. The system shall have the capability of permitting the called party to block all future calls from the Sheriff's Office and Probation Department. Calls cannot be blocked due to a lack of Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC) billing agreements with Contractor. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number. Unauthorized call attempts shall be flagged, archived (for five years), and alert reports shall be generated.

5.1.2.17. The system shall provide the ability to selectively monitor call activity in real-time and initiate appropriate action as necessary. The system shall be capable of retrieving and generating Incarcerated Individuals/Youth unauthorized call activity logs for specified periods.

5.1.2.18. The system shall record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call shall be stored for the life of the contract and for retrieval for a period of five (5) years. The system shall have the capability to transfer the recorded calls to removable media for archiving, or review. The call and video recordings shall be maintained by Contractor and easily accessible by the Sheriff's Office and Probation Department throughout the retention period.

5.1.2.19. The system shall be capable of generating a variety of management reports and call detail reports. The system shall be able to identify calls by time, location, specific telephone instrument, Incarcerated Individuals/Youth PIN, or number called. The system shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

5.1.2.20. Contractor shall be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the

corrective action taken to the Sheriff's Office and Probation Department. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during the off-peak hours of 10:00 pm to 06:00 am.

5.1.2.21. Automated call instruction/announcements shall be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.

5.1.2.22. The system shall utilize positive call acceptance and active consent for all touch tone calls and shall allow passive acceptance for rotary dial calls.

5.1.2.23. The called party shall be informed of the cost of the call prior to accepting the call, on all types of Collect calls.

5.1.2.24. Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.

5.1.2.25. Pursuant to California Penal Code 851.5, an arrested person is entitled to three free local telephone calls at the time of booking. The arrestee, if he or she is a custodial parent with responsibility for a minor child, has the right to two additional telephone calls within the local dialing area, or at his or her own expense if outside the local area, for the purpose of arranging for the care of the minor child or children in the parent's absence. Telephones located in the intake area will be configured to allow Incarcerated Individuals to make local calls to landline and cell phones at no cost. Describe how the free calls will be handled, inclusive of custodial rights, and with PIN generation and Voice Biometrics.

5.1.2.26. Pursuant to California Welfare and Institutions Code Section 627(b), Youth are entitled to at least two (2) free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow Youth to make local calls to landline and cell phones at no cost. The Contractor will be required to provide these calls at no cost to the Probation Department and will inform Probation Department what constitutes a local call. The system must allow free calls to the California Relay Service (CRS) to assist hearing-impaired Youth and must also allow Probation Department to specify speed dials.

5.1.2.27. The system shall provide for automated turn on and shut off at designated times and system shut off capabilities from designated areas.

5.1.2.28. The system shall allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the Telephone System.

5.1.2.29. Contractor shall provide the maximum number of simultaneous authorized operator access to the system.

5.1.2.30. The system shall have the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments shall provide the capability to mute the Incarcerated Individuals/Youth's ability to speak to the call recipient until the call is

accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.

5.1.3. Telephones

5.1.3.1. All telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be capable of mounting to cement wall, block wall, stainless steel shrouded columns or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.

5.1.3.2. Telephone instruments shall have touch-tone keypads.

5.1.3.3. Telephone instruments shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user.

5.1.3.4. Telephone devices will be configured with a braided steel receiver cord, the length of which may vary and will be determined by the Sheriff's Office and Probation Department prior to implementation.

5.1.3.5. All telephone instruments must be water resistant and fireproof and have key- locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.

5.1.3.6. Contractor's automated operator Telephone System shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Currently, there is a TDD Station in the Sheriff's Office Intake/Booking area.

5.1.3.7. Contractor shall provide Video Relay Service (VRS) for Deaf or Hard-of-Hearing Incarcerated Individuals and Youth at no cost to the Sheriff's Office and Probation Department. Current vendor currently provides VRS through a partnership with Purple Communications.

5.1.3.8. Amplified handsets shall be required in all areas.

5.1.3.9. Contractor shall provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the Sheriff's Office and Probation Department. Contractor shall complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department reserves the right to pre-approve mounting and installation.

5.1.3.10. Telephone instruments must be line powered such that, the phone does not require separate electrical power at the device.

5.1.4. Call Monitoring/Recording System

5.1.4.1. The system shall have a call monitoring and recording system that records every call made by the system and stores retrievable recorded calls for a minimum of five (5) years or as required by current County statutes, or State and Federal regulations.

5.1.4.2. The system shall have the capability to disconnect a call that is being monitored, and a secure monitoring platform for remote call monitoring.

5.1.4.3. Calls to certain predetermined telephone numbers shall not be recorded. The system must be able to exempt specific telephone numbers from monitoring or recording. The system must be capable of identifying specified telephone numbers as "do not record."

5.1.4.4. The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.

5.1.4.5. The system shall have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.

5.1.4.6. The system should include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.

5.1.4.7. The system must provide for the monitoring of live Incarcerated Individuals/Youth calls without any detectable deterioration of call quality or call interruptions.

5.1.4.8. The system must have the ability to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. The system must be configured/networked such that all recorded calls may be accessed from any workstation. The system must be configured for both public and private secured networks.

5.1.5. Maintenance and Repairs

5.1.5.1. The equipment installed at the Sheriff's Office and Probation Department shall remain the sole and exclusive property of the Contractor. Sheriff's Office and Probation Department will not be responsible for any damage to equipment.

5.1.5.2. The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all Incarcerated Individuals/Youth telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.

5.1.5.3. The Contractor is responsible for all maintenance and repairs to Incarcerated Individuals/Youth telephones and the Telephone System. A single point of contact with the Contractor, via a toll-free telephone number, an e-mail address, and centralized URL must be established by the Contractor to support all technical and Customer Service

support for electronic communication including but not limited to Trouble Ticket initiation, Team Notification, updates to and status of trouble ticket resolution and case management trouble ticket close-out, and for reporting all other telephone problems. The toll-free maintenance/repair telephone number, answered by a live operator, shall be available for reporting Incarcerated Individuals/Youth telephone problems twenty-four (24) hours per day, every day of the year.

5.1.5.4. Contractor shall provide one (1) full-time Site Administrator/Technician (SAT), who shall be onsite and dedicated to the Sheriff's Office and Probation Department Monday through Friday during Sheriff's Office and Probation Department business hours, and after business hours if working a trouble ticket or deficiency through completion and resolution. The SAT will be responsible for providing administrative and technical support, maintenance, and preventive maintenance on Incarcerated Individual and Youth Telephone System, Tablets, and Video Visitation System.

5.1.5.5. Contractor shall have Tier 2 Technical Support to provide real-time access and immediate support to the SAT, when needed.

5.1.5.6. Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the system. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

5.1.5.7. Contractor shall develop procedures and schedules to conduct monthly Preventive Maintenance on Incarcerated Individual and Youth Telephone System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Incarcerated Individual and Youth Telephone System and all of its components in good working order, including the performance of Preventive Maintenance.

5.1.5.8. Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or Contractor's equipment. When Contractor determines the service provider responsible for failure, then the Contractor shall contact the service provider responsible for failure and jointly resolve the failure at no cost to the Sheriff's Office and/or Probation Department. If the failure is determined to be the fault of Contractor's equipment, hardware, software or wiring, Contractor shall correct the problem at no cost to the Sheriff's Office and/or the Probation Department.

5.1.5.9. Contractor shall provide Customer Service support that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

5.1.5.10. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Incarcerated Individuals/Youth Telephone System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

5.1.5.11. Contractor shall describe how it performs standard system testing to ensure that the Telephone System and its network services are fully implemented and ready to accept telephone traffic for Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Telephone System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

5.1.5.12. Contractor shall be responsible for all maintenance and repairs to the Telephone System.

5.1.5.13. Contractor shall provide 24/7/365 support for software and hardware problems and shall adhere to and comply with Exhibit I - Incarcerated Individuals/Youth Telephone System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Telephone System problems. This toll-free maintenance/repair telephone number shall be available for reporting Telephone System problems twenty-four (24) hours per day, every day of the year.

5.1.5.13.1. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Telephone System Service Level Agreement in Exhibit I.

5.1.6. <u>Other Associated Services and Service Offerings</u>

5.1.6.1. Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.

5.1.6.1.1. Contractor shall have managed inventory supply of receipt paper rolls, and inventory supply of primary components that include but not limited to bill acceptors, card readers, coin exchangers, and receipt printers.

5.1.6.1.2. Intake/Booking kiosks shall have single bill feeder to reduce accounting errors and corrections.

5.1.6.1.3. Contractor shall have 24/7 Business Day and After-Hour technical support.

5.1.6.1.4. Contractor shall be responsible for interfacing and associated interface costs with the JMS and Commissary systems.

5.1.6.1.5. All kiosks shall have the capability to pull full reports to capture data that includes but not limited to deposits, management reports, and maintenance reports.

5.1.6.1.6. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Kiosk System Service Level Agreement in Exhibit III.

5.1.6.2. Contractor shall provide Investigative Tools at no cost to the Sheriff's Office and Probation Department.

5.1.6.2.1. Contractor shall provide description of Analytical Tools that provide linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.

5.1.6.2.2. Contractor shall provide and describe system's capabilities in detail for other investigative tools available for call trace, call history detail, call monitoring without Incarcerated Individuals/Youth or other party detection and recording and other call detail capabilities that can be used to aid investigations related to the detention facilities.

5.1.6.2.3. Contractor shall provide Voice Biometrics (Continuous or Non-Continuous) at no cost to the Sheriff's Office and Probation Department. Voice Biometrics (Continuous or Non-Continuous) shall have a minimal impact on call delay. Contractor shall include in response, the impact on quality of call and length of call.

5.1.6.3. Contractor shall provide Virtual Mailroom at no cost to the Sheriff's Office and Probation Department. The Virtual Mailroom shall safely process Incarcerated Individuals/Youth postal mail at an off-site processing center and convert Incarcerated Individuals/Youth postal mail into a high-definition electronic color copy, uploaded into a digital platform. The mail shall be filtered with the Sheriff's Office's and Probation Department's security settings and shall be automatically sent electronically to the Incarcerated Individual/Youth directly via a tablet or kiosk platform. The Virtual mail shall have a searchable database.

5.1.6.4. Contractor shall provide a description of other service offerings that include but not limited to Text Messaging.

5.1.7. Leave-Behind Solution

Contractor shall provide a leave-behind solution at the end of the contract term at no cost to the Sheriff's Office and Probation Department. All call detail records, call and visitation recordings, documentation, reports, data, etc. are the property of the Sheriff's Office and Probation Department and shall be provided to the

Sheriff's Office and Probation Department by Contractor on a secure storage medium and in a usable, user-friendly, searchable electronic format at no cost to the Sheriff's Office and Probation Department within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. Contractor shall accept Sheriff's Office's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at Sheriff's Office's option, leave behind solution must be located in a Sheriff's Office-designated location(s).

5.1.8. Financial Offer

The potential Contractor shall pay the higher of the Revenue Share ($/Minute) or Minimum Annual Guarantee (MAG). The Revenue Share ($/Minute) will be in compliance with FCC and CPUC regulatory laws and stay within allowed limits (currently at $0.01-$0.02 per minute).

The potential Contractor shall provide the Sheriff's Office and Probation Department separately, a Minimum Annual Guarantee (MAG) amount that shall be paid to each in equal monthly installments, due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). State the Revenue Share ($/Minute) Offered and the MAG amount offered, specifying how the MAG amount was determined, how it is reconciled with commissions, and disbursement of adjustment payments, if any.

5.1.9. Interest

If any payments due are not received by the Sheriff's Office and Probation Department within the agreed-upon period, the Sheriff's Office and Probation Department are entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66-day year) calculated from the date payment is due.

5.1.10. Compliance

All rates, fees, and surcharges shall be in compliance with current Federal and State regulatory laws.

5.1.11. Integration of New Telephone System

The potential Contractor shall submit detailed plans for the provision of necessary telephone equipment and the integration of the new Incarcerated Individual and Youth Telephone System, while minimizing the impacts to current telephone system operations. Should potential Contractor elect to utilize existing Telephone Instruments, potential Contractor shall at its own risk, cost, and expense enter into an agreement with Viapath to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current Telephone System and services agreement. The new automated operator Incarcerated Individual and Youth Telephone System and Telephone

Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the Sheriff's Office and Probation Department. System integration and acceptance test criteria is as follows: all telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office and Probation Department Project Managers. All telephone installation plans and schedules will be reviewed and approved by the Sheriff's Office and Probation Department's Project Managers, in order to minimize impacts to normal operations.

5.1.12. Project Approach

Contractor shall present an overview, which shall be a narrative description, of the Contractor's proposed plan for providing Incarcerated Individuals/Youth Telephone Services to the Sheriff's Office. The Contractor will provide in full detail, its understanding and response to the Scope of Work.

5.1.12.1. Project Control Document (PCD) - Upon effective date of Agreement, Contractor shall create and deliver to the Sheriff's Office, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:

5.1.1.1.1. Introduction and Executive Summary
5.1.1.1.2. Project Mission & Objectives
5.1.1.1.3. Project Scope
5.1.1.1.4. Implementation Plan and Schedule
5.1.1.1.5. Change Control Plan
5.1.1.1.6. Project Team
5.1.1.1.7. Risk Assessment & Management

5.1.12.2. Project Implementation Team

5.1.12.2.1. Contractor shall provide the name, years of service, qualifications, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the Incarcerated Individual and Youth Telephone System installation; and Contractor's Account Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the subsequent Contract(s).

5.1.12.2.2. Contractor shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members, including the organizational framework for the proposed Project Team and key staff name for each role identified in the chart.

5.1.13. Training/Ongoing Operations

5.1.13.1. Contractor shall provide training on the Incarcerated Individuals/Youth telephone workstation features and usage for all workstations at the Sheriff's Office and Probation Department

facilities. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

5.1.13.2. Contractor shall offer annual training on Incarcerated Individuals/Youth Telephone Services and any associated service offering.

5.1.13.3. Contractor shall provide "refresher training" and training on Incarcerated Individuals/Youth Telephone Service upgrades or any component thereof.

5.1.13.4. Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings.

5.1.13.5. Contractor will actively engage in and participate in an annual review of the Contract.

5.1.14. Management Reporting

5.1.14.1. Project Status Reports during implementation of system and associated services - Contractor shall prepare and submit Project Status Reports separately to Sheriff's Office and Probation Department. Contractor shall submit such weekly reports which shall, at a minimum, state:

5.1.14.1.1. Period covered by the report

5.1.14.1.2. Project Control Document which includes but not limited to:

5.1.14.1.2.1. Project Implementation Checklist

5.1.14.1.2.2. Project progress and plans

5.1.14.1.2.3. Issues tracking, including deficiencies

5.1.14.1.2.4. Project schedule including work scheduled for completion, which was completed, and work scheduled for completion which was not completed

5.1.14.1.2.5. Updates to the Project Control Document

5.1.14.1.2.6. Project risks identified through the quality assurance process

5.1.14.2. Automated Monthly Management Reports – Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting

on Incarcerated Individual and Youth Telephone System for the prior month. Such reports shall include, but not be limited to, the following:

5.1.14.2.1. Complete Call Detail Reports

5.1.14.2.2. Complete and Detailed Mapping of All Equipment: This report shall include but shall not be limited to information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled, and pertinent wiring information. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available to all Workstations.

5.1.14.2.3. Total Calls Completed and Billed Report - Report shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.

5.1.14.2.4. Total Calls Not Completed Report - Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, lntralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompletion of the calls and an aggregate total of each value.

5.1.14.2.5. Revenue Share Report - This report shall contain the annual or monthly historical contemporary MAG payment and/or Commissions information.

5.1.14.2.6. Summary of System Outages and/or Maintenance Performed Report - Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the Sheriff's Office and Probation Department.

5.1.14.2.7. Telephone Inspection and Maintenance Log - This report shall be submitted on a quarterly basis.

5.1.14.2.8. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the Sheriff's Office and Probation Department.

5.1.14.3. Year-End Summary Management Reports - Contractor shall submit Year-End Summary Management Reports to the Sheriff's Office and Probation Department pertaining to the operation of the Contractor's Incarcerated Individual and Youth Telephone System and separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. are due on the day

of, or no later than 5:00 pm the next business day following the Contract Annual Review meeting and presentation.

5.1.14.3.1. Annual Operations Report shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

5.1.14.3.2. Annual Contract Review Report generated for the annual contract review meeting. Within thirty (30) calendar days following the end of each Agreement year, Contractor's Account Manager shall meet with the Sheriff's Office and Probation Department, and present the following:

5.1.14.3.3. Incarcerated Individuals/Youth call activity for the Agreement year

5.1.14.3.4. Compliance with the terms and conditions of the contract

5.1.14.3.5. Recap of any key areas of successes and/or concerns

5.1.14.3.6. Intended strategies for the upcoming contract year.

5.2. Tablet Program and Video Visitation for Incarcerate Individuals and Youth

5.2.1. Tablet Program

5.2.1.1. Contractor shall provide on tablets for incarcerated person education, rehabilitation, and reentry programs.

5.2.1.2. Contractor shall provide standard, basic content offer, and describe what is included.

5.2.1.3. Contractor shall provide a detailed description of the tablet device, the functions, the security features, charging/docking stations, and Wi-Fi system.

5.2.1.4. Contractor should be able to provide all incarcerated persons access to free education courses, court ordered and approved courses, self-help, GED prep modules, vocational, spiritual, religious texts, behavioral courses on their tablets, with incarcerated person reward options, for incentive based programing.

5.2.1.5. Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system.

5.2.1.6. Contractor will provide pre-loaded self-help courses on topics ranging from job interview preparation to substance abuse, and anger management.

5.2.1.7. Contractor will allow Programs Unit to utilize tablet system as a platform for IP's to be able to take a placement test, to help programs unit identify strengths and weaknesses of IP, which will then guide IP to the appropriate lesson.

5.2.1.8. Contractor will provide additional incentives for IP to pursue the educational and vocational content. Example: If IP does well in a course, or has been a model IP, they win points, which can be used to tap into music, movies and games on the tablet system.

5.2.1.9. The device shall be capable of displaying the most common file formats.

5.2.1.10. Tablets shall have, at a minimum, the following security features:

5.2.1.10.1. The device may store limited data across user sessions.

5.2.1.10.2. The device shall be configured for unique user login for certain users.

5.2.1.10.3. The device shall return to a secure baseline configuration upon logout, restart, or reboot.

5.2.1.10.4. The device is capable of tiered-role privileges that distinguish between users and administrators and their authorized functions.

5.2.1.10.5. Access to boot partitions and the root file system are prohibited.

5.2.1.10.6. The device provides no access to macros, scripting or application programming interfaces.

5.2.1.11. Tablets shall have the capability to render Sheriff's Office and Probation Department-generated web content including but not limited to websites and streaming media.

5.2.1.12. Tablets shall be capable of rendering content on closed networks or secure zones, completely isolated from the internet.

5.2.1.13. Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff's Office and Probation Department).

5.2.1.14. Ear buds shall be initially provided by Contractor at no cost for all tablets and inventory spares. Contractor may charge for subsequent requests for replacement ear buds.

5.2.1.15. Contractor shall provide an inventory of tablets onsite at the Sheriff's Office and at the Probation Department to immediately replace broken tablets and shall have an expedient process of returning broken or defective tablets and replenishing inventory at agreed-upon unit quantity levels.

5.2.1.16. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Tablets and Video Visitation System Service Level Agreement in Exhibit II.

5.2.1.17. Quantity of Tablets Proposal Offer

5.2.1.17.1. Sheriff's Office

5.2.1.17.1.1. Refer to Section 2.3.1.1 of this RFP. The Sheriff's Office prefers, although not required, a 1:1 Inmate to Tablet Ratio and 13 Commander tablets. State the number of tablets offered in proposal and rationale for determining quantity offered.

5.2.1.17.1.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

5.2.1.17.2. County Probation Department

5.2.1.17.2.1. Refer to Section 2.3.2 of this RFP. The Probation Department requires a minimum of 20 tablets (10 for each unit) and 2 Commander tablets. State number of tablets offered in proposal and rationale for determining quantity offered.

5.2.1.17.2.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

5.2.2. Video Visitation through Tablets

5.2.2.1. Video Visitation Requirements for both Sheriff's Office and Probation Department

5.2.2.1.1. The system shall allow the public to visit Incarcerated Individuals/Youth from their home, as well as from pre-determined visitation centers in designated Sheriff's Office and Probation Department facilities, while being monitored and recorded by Sheriff's Office and Probation Department staff. Attorneys and other approved individuals who require private access to Incarcerated Individuals/Youths will be able to do so through Remote Incarcerated Individuals/Youth Video Visitation without being monitored or recorded. There will be onsite Incarcerated Individuals/Youth Video Visitation terminals as well, for private video sessions with attorneys and other approved individuals. All recordings shall remain the property of the Sheriff's Office and Probation Department. All facets of this project will be mutually agreed upon by Contractor and the Sheriff's Office and Probation Department.

5.2.2.1.2. Both Sheriff's Office and Probation Department have TracNet for their Jail Management System and Aramark for their Commissary. The Contractor will be responsible for a seamless and fully operational interface development and associated costs with 3rd party vendors (Jail Management System or Commissary vendors) and/or Sheriff's Office and Probation Department systems. The Contractor will be required to plan and implement the Video Visitation System, including any integration and/or interfaces, and testing of all required equipment and software relative to the

new Video Visitation System, without impacting the normal daily operation of other Sheriff's Office and Probation Department systems.

5.2.2.1.3. Contractor shall state all costs, if any, associated with the installation, associated equipment and/or software, furniture, and enclosures, and will include all cost components. The Video Visitation System instruments, software, hardware, and enclosures shall be subject to approval by the Sheriff's Office and Probation Department. The Contractor shall be responsible for any costs for cabling and wiring, network access, project implementation, interface development and installation, and for any other cost incurred in conjunction with implementation of the system and its associated services and features.

5.2.2.1.4. Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

5.2.2.1.5. Contractor shall provide a fully functioning, comprehensive and operational hosted, IP-based Video Visitation System using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities.

5.2.2.1.6. The Video Visitation System shall be capable of processing on-site and remote visits at all facilities, allowing visitors to video conference with Incarcerated Individuals/Youths whether visitor is located at a designated Facility property and/or at a remote location.

5.2.2.1.7. The Video Visitation System shall be a complete solution for the Sheriff's Office and Probation Department incorporating all major aspects of visitation (e.g., reporting, recording, scheduling, software and hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors.

5.2.2.1.8. The Video Visitation System shall allow for visitation recording.

5.2.2.1.9. The Video Visitation System shall be able to charge the visitor for remote and inter-facility video visits with the Sheriff's Office and Probation Department.

5.2.2.1.10. The Video Visitation System shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP/Ethernet. Systems that utilize analog audio/video matrix switching devices are not acceptable.

5.2.2.1.11. At no expense to the Sheriff's Office and Probation Department, staff shall be trained by Contractor in the

use of the System to facilitate all on site and remote browser-based visitations and to administer the System.

5.2.2.1.12. Cabling and wiring, network access, interface, installation, and implementation of the Video Visitation System and associated services and features will be the responsibility and cost of the Contractor. Contractor shall be responsible for providing and implementing a separate network connection (cable, fiber, etc.). Contractor will be responsible for any additional network switches, wiring, and any and all bandwidth required for video visitations.

5.2.2.1.13. Cabling, wiring, and other infrastructure will become the property of the Sheriff's Office and Probation Department at the end of the contract term.

5.2.2.1.14. Remote visitors will be able to conduct remote visits without having to install or download any software.

5.2.2.1.15. Contractor shall provide technical support in both English and Spanish during visitation hours for facility and visitors at no cost to facility.

5.2.2.1.16. Software upgrades and system improvements will be provided and implemented at no additional cost to the Sheriff's Office and Probation Department.

5.2.2.1.17. The Video Visitation System shall be able to support several web-based applications including, but not limited to, video visitation, Incarcerated Individuals/Youth information, sick request, emergency visit, commissary ordering and Incarcerated Individuals/Youth electronic Email.

5.2.2.1.18. The Video Visitation System shall utilize high quality video, H.264 video standard, 64 Kbps- 2 Mbps video transmission speeds, and a wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (l76x 144pixels).

5.2.2.1.19. The Video Visitation System shall be designed for: up to 30 frames per second of high-quality video at 384+ Kbps, up to 15 frames per second of high-quality video at 64 - 320 Kbps, and constant or variable bit rate and frame rate.

5.2.2.1.20. The Video Visitation System shall provide encryptions for all visits.

5.2.2.1.21. In-Process Visits shall have a visible countdown timer and a recording notification legibly posted in both English and Spanish

5.2.2.1.22. All video visitation station components shall be field-replaceable by facility staff or by the Video Visitation System contractor. All video visitation station components shall be non--proprietary.

5.2.2.1.23. The terminal will be able to access the web-based application and be enabled for touch screen inputs.

5.2.2.1.24. The Video Visitation System shall have the option for handset volume control.

5.2.2.1.25. All visitation recordings shall be processed and stored at the Sheriff's Office and Probation Department's option and direction: at a remote data center or stored locally within the facility on a separate server environment (will NOT use Sheriff's Office and Probation Department's internal server environment).

5.2.2.1.26. The Video Visitation System shall provide software updates free of charge to the Sheriff's Office and Probation Department.

5.2.2.1.27. The Video Visitation System shall be a user-friendly, highly graphical, keyboard and mouse-driven application or better.

5.2.2.1.28. The Video Visitation System shall be accessible via standard browser to facility users with network access and application privileges.

5.2.2.1.29. The Video Visitation System shall be a privilege-based system allowing the assignment of privileges to customizable user's groups and user assignment to specific user groups.

5.2.2.1.30. The Video Visitation System shall allow the facility to automatically notify a user(s) and/or user group(s) via Email when a visitation station is added, modified and/or taken offline.

5.2.2.1.31. The Video Visitation System will interface with the facility's jail management system (JMS) and provide Sheriff's Office-specific and Probation Department-specific information for tracking Incarcerated Individuals/Youth and visitor activities and patterns. The Video Visitation System shall track all Incarcerated Individuals/Youth housing unit assignments, movements and Incarcerated Individuals/Youth releases to validate scheduled visitation integrity.

5.2.2.1.32. The Video Visitation System shall automatically attempt to reschedule all visits associated with the Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has changed housing locations.

5.2.2.1.33. Video Visitation System shall automatically cancel all visits associated with an Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has been released.

5.2.2.1.34. Video Visitation System shall notify visitor(s) via Email and automated phone message if a visitation has been cancelled.

5.2.2.1.35. The Video Visitation System shall allow the Sheriff's Office and Probation Department to require and process pre-screening data to be specified by the facilities, prior to scheduling video visits, to streamline video visits.

5.2.2.1.36. The Video Visitation System shall allow the facilities to manage and schedule internet video visitation, on-premises and off-premises video visitation and non-video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling polices.

5.2.2.1.37. The Video Visitation System shall allow the facility to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording and monitoring rules and scheduling and polices.

5.2.2.1.38. The Video Visitation System shall allow the facility to create specific personal and non-recorded professional (Attorney) visitation time slots for internet video visits, on-premises and face-to-face visits.

5.2.2.1.39. The Video Visitation System shall allow the facility to determine what types of visits (Internet, on- premises or both) are allowed for each housing unit.

5.2.2.1.40. The Video Visitation System shall allow the facility to establish and manage approved visitor lists for the entire facility, only selected housing units or only selected Incarcerated Individuals/Youths.

5.2.2.1.41. The Video Visitation System shall provide for an Exclusion List and allow the facility to schedule a "no visitations" event with customizable duration for an Incarcerated Individuals/Youth, station, station group, housing unit and/or visitation center.

5.2.2.1.42. The Video Visitation System shall provide authorized Sheriff's Office and Probation Department users the ability to do searches and create reports.

5.2.2.1.43. The Video Visitation System shall allow the facility to establish and automatically enforce different Incarcerated Individuals/Youth and visitor quotas for internet video visits, on-premises video visits and face-to-face visits.

5.2.2.1.44. The Video Visitation System shall allow the facility to denote a visitor as being a professional visitor.

5.2.2.1.45. The Video Visitation System shall automatically start each visit at the designated start time.

5.2.2.1.46. Video Visitation System shall allow for real-time visitation monitoring of all video visitations conducted onsite and offsite.

5.2.2.1.47. The Video Visitation System shall provide synchronized digital video and audio recording for all visitation sessions.

5.2.2.1.48. The Video Visitation System shall automatically attempt to reconnect stations if connectivity is lost.

5.2.2.1.49. The Video Visitation System will provide for a Visitation Rules system that allows for configurable

rules to be established in order to encourage usage and minimize the number of people in the lobby.

5.2.2.1.50. The Video Visitation System will provide the Incarcerated Individuals/Youth with standard information retrieved from the facility's jail management system (i.e., court dates, trust account balances).

5.2.2.1.51. The Video Visitation System shall allow the facility to create remote video visitation billing charges.

5.2.2.1.52. Video Visitation System must have the ability to differentiate between professional visitors on the approved list and those who aren't on the approved list and non-professional visitors (i.e., allow public defenders and private attorneys on the approved list to have free remote visits, while charging non-professional visitors for remote visits, etc.).

5.2.2.1.53. Video Visitation System shall allow the facility to implement a non-refundable processing fee.

5.2.2.1.54. Video Visitation System shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.

5.2.2.1.55. Video Visitation System shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.

5.2.2.1.56. Video Visitation System shall allow authorized facility staff to override or refund visitation charges

5.2.2.1.57. The equipment, cabling, wiring, and conduit installed at the Sheriff's Office and Probation Department facilities shall remain the sole and exclusive property of the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department will not be responsible for any damage to the Video Visitation System equipment.

5.2.2.1.58. Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all Video Visitation System units, hardware, and related service equipment in good working order and in compliance with equipment manufacturer's specifications throughout the term of the contract.

5.2.2.1.59. Contractor shall provide Customer Service support for video visitation system that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

5.2.2.1.60. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and

Probation Department's personnel for the functions of the Hosted Incarcerated Individuals/Youth Video Visitation System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

5.2.2.1.61. Contractor shall describe how it performs standard system testing to ensure that the Video Visitation System and its network services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Video Visitation System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

5.2.2.1.62. Contractor shall be responsible for all maintenance and repairs to the Video Visitation System.

5.2.2.1.63. Contractor shall provide 24/7/365 support for software and hardware problems and shall comply with response times detailed in Exhibit II - Incarcerated Individuals/Youth Tablets and Video Visitation System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Video Visitation System problems. This toll-free maintenance/repair telephone number shall be available for reporting Video Visitation System problems twenty-four (24) hours per day, every day of the year.

5.2.2.1.64. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Video Visitation System Service Level Agreement in Exhibit II.

5.2.2.1.65. Contractor shall provide and maintain an inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the Video Visitation System. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

5.2.2.1.66. The Contractor shall develop procedures and schedules to conduct monthly preventive maintenance on the Video Visitation System and all equipment, and instruments included therein, and preparation of

Monthly Maintenance Reports indicating the nature and scope of the preventative maintenance performed. The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Video Visitation System and all of its components in good working order, including the performance of preventive maintenance.

5.2.2.1.67. Contractor shall provide onsite training and all end-user training on the Video Visitation System to designated Sheriff's Office and Probation Department's staff at no additional cost to the Sheriff's Office and Probation Department. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

5.2.2.1.68. Contractor shall provide training on system upgrades or any component thereof, if any.

5.2.2.1.69. Contractor shall provide user manuals to the Sheriff's Office and Probation Department.

5.2.2.1.70. Contractor must describe its standard system testing to ensure that the proposed Video Visitation System and associated services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description must include Contractor and industry standard methodologies, procedures, and protocols.

5.2.2.1.71. Contractor shall describe what is required of the Sheriff's Office's and Probation Department's personnel during the system testing. All hardware, software, licensing, etc. required to perform the testing must be provided by Contractor to the Sheriff's Office and Probation Department at no cost. System testing will simulate normal operating conditions and include full traffic load representing high traffic situations for visitation traffic.

5.2.2.1.72. Annual Review - Within thirty (30) calendar days following the end of the Agreement year, Contractor Project Manager or Senior Management personnel shall meet with the Sheriff's Office and Probation Department (at their discretion) and provide a comprehensive report of Video Visitation System activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This

shall also include a Contract Review for the preceding year.

5.2.2.1.73. Integration of Video Visitation System - Contractor shall submit detailed plans for the provision of necessary telephone equipment and the new Video Visitation System, while minimizing the impacts to current operations. The new Video Visitation System shall become fully operational upon successful completion of all system testing and acceptance by the Sheriff's Office. System acceptance test criteria is as follows: all Video Visitation System units tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office's Project Manager. All Video Visitation System installation plans and schedules will be reviewed and approved by the Sheriff's Office's Project Manager in order to minimize impacts to normal operations.

5.2.2.2. Project Approach and Management - Contractor shall present an overview, which shall be a narrative description, of Contractor's plan for providing the Video Visitation System to the Sheriff's Office and Probation Department. Contractor shall provide in full detail, its understanding and response to the Scope of Work.

5.2.2.2.1. Implementation Plan and Schedule - Contractor shall provide a detailed Implementation Plan and Schedule. The installation shall include a user testing and acceptance provision for the Sheriff's Office and Probation Department. Time is of the essence in providing a fully functional Incarcerated Individual/Youth video visitation system, and Contractor is required to provide a fully functional system tested and accepted by the Sheriff's Office and Probation Department. At the Sheriff's Office's and Probation Department's discretion, any failure or deficiency within the Vendor's control to provide this service within the agreed-upon implementation schedule provided by the Contractor shall incur a penalty until fully functional. Implementation Plan and Schedule shall include the Summary of management/work plan for this Project and Project Schedule with Project Milestone Dates.

5.2.2.2.2. Project Control Document (PCD) - Upon effective date of Agreement, the Contractor shall create and deliver to the County and Probation Department, Project Control Documents (PCDs) consistent with the Scope of Work. The contents of each PCD shall include the following:

5.2.6.1.1.1. Introduction
5.2.6.1.1.2. Executive Summary
5.2.6.1.1.3. Project Mission and Objectives
5.2.6.1.1.4. Project Scope

5.2.6.1.1.5. Work Breakdown Structure
5.2.6.1.1.6. Master Project Schedule
5.2.6.1.1.7. Change Control Plan
5.2.6.1.1.8. Project Team
5.2.6.1.1.9. Risk Assessment and Management

5.2.6.1.2. Project Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, Project Management certification, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the County and Probation Department's main point of contact during the Video Visitation System installation. Contractor shall provide the names, years of service, educational attainment/degrees, qualifications, addresses and telephone numbers of each member of Contractor's Project Implementation Team, including an Escalation Chart with complete contact information.

5.2.6.1.3. Post-Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, address and telephone number(s) for the Contractor's Account Manager, which will be the County and Probation Department's main point of contact during the Contract(s) term.

5.2.6.2. Management Reporting

5.2.6.2.1. Project Status Report - Contractor shall submit Project Status Reports during the System Implementation Period separately to the Sheriff's Office and to the Probation Department. The Contractor shall submit such reports to the County and Probation Department Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday, or holiday. The reports shall, at a minimum, state:

5.2.6.2.1.1. Period covered by report
5.2.6.2.1.2. Project progress and plans
5.2.6.2.1.3. Issues tracking, including deficiencies
5.2.6.2.1.4. Project schedule, including work scheduled for completion, which was completed, and work scheduled for completion which was not completed
5.2.6.2.1.5. Updates to Project Control Document
5.2.6.2.1.6. Project risks identified through the quality assurance process
5.2.6.2.1.7. Any other information that the County and Probation Department or may reasonably require

5.2.6.2.2. Monthly Project Report - The Contractor shall submit Monthly Project Reports pertaining to the operation and

maintenance of the Video Visitation System. Monthly reports shall be for the period including the first day of the month through the last day of the month. Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. The reports shall include, but not be limited to, the following:

5.2.6.2.2.1. Incarcerated Individuals/Youth Video Visitation Detail Reports

5.2.6.2.2.2. Revenue Share Reports (on Remote Visits)

5.2.6.2.2.3. Total Video Visits Completed and Billed Report: Report shall be in summary format by facility.

5.2.6.2.2.4. Any Unauthorized Video Visit Activity Detected Report: Report shall be in summary format by facility and shall contain any information available to support the subsequent investigation of such activities.

5.2.6.2.2.5. System Outages and/or Maintenance Performed Report: Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date, time and who notified the County and Probation Department.

5.2.6.2.2.6. Video Visitation System Inspection and Maintenance Log: This report shall be submitted to the County and Probation Department on a quarterly basis or as required by the County and Probation Department.

5.2.6.2.2.7. Contractor's reporting system must have Ad Hoc Query and report capability and

may require format modification to enhance readability at the request of the County and Probation Department.

5.2.6.2.3. Year-End Summary Report - Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's Video Visitation System and separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The Year-End Summary Report is due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Video Visitation System for the subject Agreement year.

5.3 Contractor to comply with all Local State and Federal Laws and Regulations

6.0 CONTRACT TERM

6.1 The term of the AGREEMENT(s) will be for a period of 3 years with the option to extend the AGREEMENT for two (2) Additional One (1) Year Periods.

6.1.1 County is not required to state a reason if it elects not to renew.

6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of 90 days prior to the expiration of the AGREEMENT.

6.2.1 Both parties must agree upon rate extension(s) or changes in writing.

6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a 30 day written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

7.1 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.

7.2 CONTRACTOR is to ensure that insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

7.2.1 You may reference our Insurance Requirements for additional clarification and samples of required endorsements.

7.3 CONTRACTOR will be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security (if applicable).

7.3.1 CONTRACTOR shall ensure that a California licensed investigator performed the required State level criminal background check(s) for all staff recommended to the County and must provide proof of such to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background checks unless otherwise agreed upon in writing by County.

7.3.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not be limited to, the following information in the format indicated:

8.2 CONTENT AND LAYOUT:

Proposer shall submit the following in order of listing:

8.2.1 Executive Summary

8.2.2 Qualifications - Proposer shall list its qualifications to include but not limited to:

- 8.2.2.1 Years of experience as primary service provider
- 8.2.2.2 Licenses/Certifications
- 8.2.2.3 Key Personnel's Names and Experience for:
  - 8.2.2.3.1 Executive Team
  - 8.2.2.3.2 Project Implementation Management
  - 8.2.2.3.3 Ongoing Executive Support
- 8.2.2.4 Disaster Recovery Plan
- 8.2.2.5 Notices of previous Violations, if any
- 8.2.2.6 List of current and/or previous Sheriff's County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's:
  - 8.2.2.6.1 Telephone System, Associated Services and Other Service Offerings – Minimum five (5) clients, more is preferred.
  - 8.2.2.6.2 Tablet Program and Tablets - Minimum five (5) clients, more is preferred.
  - 8.2.2.6.3 Video Visitation System - Minimum five (5) clients, more is preferred.

8.2.3 Technical Proposal for Telephone System and Other Associated Services and Service Offerings, Tablet Program and Tablets, and Video Visitation that includes but not limited to descriptions of:

8.2.3.1 Design, Features, Associated Services and Service Offerings, Technical Components, Integration Capabilities
8.2.3.2 Project Methodology and Project Management
8.2.3.3 Training – Post-Implementation and Ongoing
8.2.3.4 Service and Maintenance Support - Post-Implementation and Ongoing
8.2.3.5 Management and Maintenance Reports

8.2.4 Proposal Offer
8.2.4.1 Telephone System and Associated Services: Revenue Share in Cents per Minute
8.2.4.2 Tablet Program and Tablets: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate
8.2.4.3 Video Visitation: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

Proposal or Qualifications Package Layout; Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE-OF-WORK OR QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (ATTACHMENT A) & WARRANTY
Section 7	EXCEPTIONS
Section 8	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages that provides the CONTRACTOR'S firm information and contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR'S primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and its age.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Any proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents

Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 5.0 herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services like the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.

Section 4, Statement to Service Entire County:

Include a statement acknowledging which of the following locations your company can provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far South as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (*Reference: https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305)*

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 6, Pricing & Warranty:

CONTRACTOR shall submit pricing in a separate sheet

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 7, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 8, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

8.3 ADDITIONAL REQUIREMENTS: To be considered "responsive," submitted proposal packages shall adhere to one of the two following options:

Hardcopy and one electronic version of the proposal package:

8.3.1 Eight (8) sets of the proposal or qualifications package (one original proposal marked "Original" plus seven (7) copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "**RFP #10881**". In addition, submit one electronic version of the entire proposal or qualifications package on a USB memory stick. Additional copies may be requested by the County at its discretion.

8.3.2 Proposal or qualifications packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

8.3.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation except for the Signature Page.

8.3.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.

8.3.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in

BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

8.3.5.1 ***PLEASE NOTE***: To use this option, CONTRACTORs are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.

8.4 **CONFIDENTIAL OR PROPRIETARY CONTENT:** All proposals become the property of the County, which is a public agency subject to disclosure requirements of the California Public Records Act (CPRA). If CONTRACTOR'S proprietary information is contained in documents submitted to County, and CONTRACTOR claims that such information falls within one or more CPRA exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Monterey County before the County's deadline for responding to the CPRA request. If CONTRACTOR fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. CONTRACTOR further agrees that it shall defend, indemnify, and hold County harmless against any claim, action, or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

9.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10881 and CONTRACTOR'S COMPANY NAME.**

9.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.

9.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.

9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any formalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".

9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.

9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.9 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.

10.0 SELECTION CRITERIA

10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.

10.2 SELECTION CRITERIA:

As a result of this RFP, the County Sheriff's and Probation Department intend to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County Sheriff's and Probation Department, all evaluation criteria considered. The goal is to award a contract to the bidder(s) that proposes the best quality as determined by the combined weight of the evaluation criteria. At the County Sheriff's and Probation Department's discretion, considerations other than price may factor into a decision as to which services (and product, if applicable) and support provide the best value. Other criteria, however, may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited. Such considerations may include:

The selection criteria include, but are not limited to, the following:

9.1.1. Proposer Qualifications

9.1.2. System Design, Features, Technical and Integration Capabilities

9.1.3. Project Management
9.1.4. Post-Implementation and Ongoing Support
9.1.5. Proposal Offer
9.1.6. Any Other Relevant Factors

NOTE: Per the Board approved Climate-Friendly Purchasing Policy, the Contracts/Purchasing office will include in the selection criteria "Climate-Friendly Business Practices which facilitate County's compliance with Climate-Friendly Purchasing Policy" and points will be awarded for 'Green Certified Businesses' as well as for climate-friendly business practices outlined in proposal which correlate with County's policy.

Contracts/Purchasing will also include a section regarding the local preference policy. CP Staff will go over how this will affect your scoring should you have questions about it.

10.2 The selection criteria include the following: **(100 points total).**

SCORING CRITERIA	Max Possible Score
Experience and references	10
Telephone & Associated Services	30
1. System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities	
2. Project Management, Methodology and Support, Training, and Ongoing Services	
3. Offer	
Tablet Program and Tablets	30
1. System Design, Features and Technical Capabilities	
2. Project Management, Methodology and Support, and Training	
3. Offer	
Video Visitation System	30
1. System Design, Features and Technical Capabilities	
2. Project Management, Methodology and Support, Training, Ongoing Support	
TOTAL	100

10.3 AGREEMENT award(s) will not be based on cost alone.

10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.

10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submits a response that, in the sole opinion of the County, best serves the overall interest of the County.

10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

11.1 CONTRACTOR(s) **Must Create and Submit** an ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.

11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.

11.3.1 County will provide a defined scope

11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.

11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.

11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
11.5.1 County Department receiving services,
11.5.2 Purchase order number under which the invoice is to be charged,
11.5.3 Services provided,
11.5.4 Dates of services,

11.6 Proposals should include any early discounts and/or incentives offered.

11.7 Travel/Mileage
11.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.
11.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

11.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

11.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

12.1. General Requirements: Each local supplier funded in whole or in part by County funds, or funds which County expends or administers, shall be eligible for a local preference as provided in this section.

12.2. Rights of First Refusal: Each local supplier who is within five percent (5%) of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the AGREEMENT.

12.3. The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to RFQs or requests for quotations, the awarding authority may consider, as one (1) of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.

12.4. Definitions: For the purpose of this section, the following terms have the meanings indicated:

12.4.1. "Area" means Monterey County, San Benito County, and Santa Cruz County.

12.4.2. "Bid" includes any competitive bid, whether formal or informal.

12.4.3. "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.

12.4.4. "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

12.4.5. "Local Vendor" means a Vendor for which all of the following criteria apply:

12.4.5.1. Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area

when the address is located in an unincorporated area within one of the three counties as defined as "Area"; and

12.4.5.2. Vendor employs at least one full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the "Area"; and

12.4.5.3. Vendor's business must have been in existence, in Vendor's name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; and

12.4.5.4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and

12.4.5.5. If applicable vendor must possess a valid resale license from the California Department of Tax and Fee Administration showing vendor's local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area".

12.5. Link to County's Local Preference Policy: *https://www.co.monterey.ca.us/home/showdocument?id=22313*

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

13.1.1 Prior to commencement of an 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. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

13.1.2 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 CONTRACTOR.

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that 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.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

(i) 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.

(ii) Automobile Insurance Threshold:

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 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.

(iii) 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.

(iv) 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 while 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.

13.4 Other Insurance Requirements:

13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.

13.4.2 Each liability policy shall provide that 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 an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

13.4.3 **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.

13.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. 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 an AGREEMENT, which shall continue in full force and effect.

13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an 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 an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

You may reference our Insurance Requirements for additional clarification and samples of required endorsements.

14.0 CONTRACT AWARDS

14.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT(S) resulting from this solicitation.

14.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.

14.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.

14.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.

14.5 Notification: All CONTRACTORs who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.

14.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

15.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR that submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal that County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

16.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the *https://www.co.monterey.ca.us/home/showdocument?id=81980*. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS

AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

17.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County **and may be considered public information under applicable law.** Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION", in conformity with the specific requirements set forth in section 8.3, above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. **As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary.** County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: _____ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY STANDARD AGREEMENTS with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at: https://www.co.monterey.ca.us/home/showdocument?id=81980

-- End of Sample Agreement Section –

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

EXHIBIT I

INCARCERATED INDIVIDUAL/YOUTH TELEPHONE SERVICES - SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(ies) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the Contractor is required to issue specified credits. The Telephone Services for Incarcerated Individuals and Youth contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential and would apply to each Agency's operations, and the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance level requested by each Agency. Performance is aggregate-based, meaning that the performance is to be measured at each Agency's hierarchy level (each Agency's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Telephone System, tested by Contractor in each Agency's facility. Each Agency will confirm to its satisfaction, that the Telephone System in its respective facilities is fully functional prior to each Agency's acceptance.	30 Business Days
Maintenance:		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
Management Reports:		
Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports corresponding to each Agency's Telephone Services shall be sent via Email to the respective Agency.	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Incarcerated Individual and Youth Telephone System for the subject Agreement year.

III. Implementation & Installation Penalty

Potential Contractor shall provide each Agency a separate and detailed Implementation Plan and Schedule. The installation shall include a separate user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the Contractor is required to provide a fully functional system tested and accepted, by each Agency. Each Agency is requiring a thirty (30)-business day implementation schedule for each of it's facility(ies). Any failure to provide this service will incur a daily penalty of $6,720.00 to the Agency affected, until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of $ 100.00 per day for reports received late, unless prior approval for late delivery by potential Contractor has been granted by the Agency affected.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Contractor shall issue credits for each Service Outage, Problem, or Deficiency to the Agency affected. Contractor shall pay the Agency the total amount of credit due to the Agency within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and fax numbers, and Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Sheriff's Office and Probation Department and the Contractor's on-site Site Administrator/Technician in resolving System Outages, Problems, and other Deficiencies. Contractor must respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage (includes Response Time)	Credits Due
Priority Level One	**CRITICAL/SEVERE (Includes but not limited to):** • 25% or more of telephones in a single Housing unit, Module, Dorm, and/or Pod • Multiple Housing units, Modules, Dorms, and/or Pods are not in operation • Multiple phones are not operational • Intake phones are not operational • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls dropped in a 24-hour period • Entire system failure Contractor Response Time (Includes acknowledgment, issuance of, and confirmation of Trouble Ticket Number that it is actively being worked): ≤ 30 Minutes	< 6 hours	No Credit
		6 hours - 12 hours	$75 per hour that component of Telephone System is deficient
		Between 12 hours and 24 hours	$100 per hour that component of Telephone System is deficient

	If deficiency indicates that a Tier 2 Technician in needed, a Tier 2 Technician will be on site: ≤ 2 Hours Completion of repairs and Deficiency resolution to the affected Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.	> 24 hours	$150 per hour that component of Telephone System is deficient
Priority Level Two	**MAJOR (Includes but not limited to):** • 10% to 24% of telephones in a single Housing unit, Module, Dorm, and/or Pod are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within _24__ hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency or Agency's Designee's initial service request to Contractor.	≤ 24 hours	No Credit
		> 24 hours	$100 per hour that component of Telephone System is deficient
Priority Level Three	**MINOR (Includes but not limited to):** • One of multiple phones in a Housing unit, Module, Dorm, and/or Pod is not in operation, and additional phones are in the area available for Incarcerated Individual or Youth use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within __2__ business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.	≤ 2 days	No Credit
		> 2 days	$75 per day that component of Incarcerated Individual and Youth Telephone System is deficient
Priority Level Four	**COSMETIC (Includes but not limited to):** A telephone is damaged but is capable of completing telephone calls Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to Agency's satisfaction is made within _10_ business days of initial notification to Agency or Agency's Designee, or from Agency's or Agency's Designee's initial service request to Contractor.	≤ 10 days > 10 days	No Credit $75 per day that component of Incarcerated Individual and Youth Telephone System is deficient or damaged phones are not replaced

VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Telephone System problem, network problem, outage, or other deficiency that has experienced 3 separate trouble tickets opened against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	$900.00
	9	$1,350.00
	12	$1,800.00
	>12	$150.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency
Priority Level Two	6	$600.00
	9	$900.00
	12	5% of Monthly Revenue Commissions
	>12	$100.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency

EXHIBIT II

INCARCERATED INDIVIDUALS AND YOUTH TABLETS and VIDEO VISITATION SYSTEM - SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(is) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.

The Incarcerated Individual and Youth Video Visitation System contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to each Agency's operations. The Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance levels. Performance is aggregate-based, meaning that the performance is to be measured over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation and Installation	Fully functional Incarcerated Individual and Youth Video Visitation System, tested and accepted by the Sheriff's Office and Probation Department	45 Business Days
Maintenance Video Visitation Services and Associated Network Access/Transport Services	• Video Quality (No Video Blockage, No Dropped Video Visitation Sessions) • Scheduling Software Availability	99.95% .
Tablets (Not used for Video Visitation)	Operational, working units	100%
Video Visitation Units (Tablets)	Operational, working units	100%
Management Reports Monthly Project Reports, Monthly System Management Reports and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports corresponding to each Agency's Telephone Services shall be sent via Email to the respective Agency	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on VVS for the prior month Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the VVS for the subject Agreement year

III. Implementation and Installation Penalty

Potential Contractor shall provide each Agency a separate and detailed Implementation Plan and Schedule, corresponding to each Agency. The installation will include a user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the potential Contractor is required to provide a fully functional system, tested and accepted by each Agency. Each Agency is requiring a forty-five (45)-business day implementation schedule for each of it's facility(ies). Any failure to provide this service may incur a daily penalty of $750.00 to the Agency affected, until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of $ 100.00 per day for reports received late, unless prior approval for late delivery by Contractor has been granted by the Agency affected.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. The Contractor shall issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the Agency the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Agency or the Agency's Designee in resolving System Outages, Problems, and other Deficiencies. The Contractor shall respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level One	**CRITICAL/SEVERE (Includes but not limited to):** • Entire system failure • 50% or more of an Agency's Video Visitation System (at any one area) is out of service • One entire Video Visitation Room, Housing Unit, Module, Dorm, and/or Pod is not in operation or one Video Visitation System unit is not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Inventory of Tablets used for both Video Visitation and Non-Video Visitation is depleted Response time, technician on site, and completion of repairs and Deficiency resolution to Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor or from Agency's or Agency's Designee's initial service request to Contractor. Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling and wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 72 hours.	≤ 4 hours	No Credit
		Between 4 hours and 12 hours	$75 per hour that component of VVS is deficient (includes network access and cabling and wiring)
		Between 12 hours and 24 hours	$150 per day that Inventory of Tablets is depleted
		> 24 hours	$200 per hour that component of VVS is deficient (includes network access and cabling and wiring)
Priority Level Two	**MAJOR (Includes but not limited to):** • 25% to 49% of a an Agency's Video Visitation System in a Video Visitation Room, Housing unit, Module, and/or Pod is out of service, and/or 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within 24 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor. The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 72 hours.	≤ 24 hours	No Credit
		> 24 hours	$150 per hour that component of VVS is deficient (includes network access and cabling and wiring)

<table>
<tr><th>Severity Level</th><th>Severity Level Description</th><th>Duration of Service Outage</th><th>Credits</th></tr>
<tr><td rowspan="3">Priority Level Three</td><td rowspan="3">MINOR (Includes but not limited to):
One of multiple Video Visitation units in a Video Visitation Room, Housing unit, Module, Dorm, and/or Pod is not in operation, and additional units are in area available for inmate use
Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped and Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality
<25% of a Agency's Video Visitation System is out of service
<25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software
Response time, completion of repairs and Deficiency resolution to Agency's satisfaction is made within __2___business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.
The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 5 business days.</td><td>≤ 2 days</td><td>No Credit</td></tr>
<tr><td>> 2 days</td><td>$75 per day that component of VVS is deficient (includes network access and cabling and wiring)</td></tr>
<tr><td>> 2 days</td><td>$150 per day that component of VVS is deficient (includes network access and cabling and wiring)</td></tr>
<tr><td rowspan="2">Priority Level Four</td><td rowspan="2">COSMETIC (Includes but not limited to):
A Video Visitation unit is damaged but is capable of completing Video Visitation sessions
Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions
Response time, completion of repairs and Deficiency resolution to Agency's satisfaction is made within __10___business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.
The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 15 business days.</td><td>≤ 10 days</td><td>No Credit</td></tr>
<tr><td>> 10 days</td><td>$75 per day that component of VVS is deficient or damaged VVS units are not replaced</td></tr>
</table>

VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Video Visitation System problem, associated network problem, outage or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	25% of Average Monthly Gross Revenue
	>6	Replacement of the VVS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Levels Two and Three	6	10% of Average Monthly Gross Revenue
	9	15% of Average Monthly Gross Revenue
	12	25% of Average Monthly Gross Revenue
	>12	Replacement of the VVS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty

EXHIBIT III

INCARCERATED INDIVIDUAL/YOUTH KIOSKS - SERVICE LEVEL AGREEMENT

I. Introduction

The purpose of this document is to define the processes and procedures to be followed by the Contractor to meet the Service Level Agreements outlined herein between the Contractor and the Agency(ies) (Sheriff's Office and Probation Department). The Service Level Agreement shall be utilized by the Contractor to report agreed, measurable criteria for Automated Payment Services ("Kiosks") that they commit to provide to the Agency(ies). The Contractor shall measure, collect, record and provide its service performance results beginning on the effective date of the contract and continuing until such time as modified or cancelled by all parties to the contract. The Contractor understands that the Service Level Agreement (SLA) requirements may change in the future as the needs of service evolve.

II. SCOPE

The Contractor shall perform all Services represented in the Service Level Agreement contained herein at or better than the minimum level of performance set forth and shall make an effort to achieve and maintain the target levels of performance. The Contractor's goal is to provide exceptional service in all areas identified.

III. CONTRACTOR ROLES & RESPONSIBILITIES

- Perform preventive and ongoing maintenance, including but not limited to changing receipt paper and ink, clearing paper and coin jams, minor repair, and maintaining appropriate inventory levels of parts and materials.
- Monitor, measure, and report performance against the Service Level Agreements
- Measure all Service Levels sufficient to provide detailed, justified explanations of reported results.
- Report performance to the respective Agency (Sheriff's Office and/or Probation Department) or each Agency's Designee on a monthly basis.
- Promptly investigate and remediate failures and deficiencies
- Minimize reoccurrences of all performance-related failures for which it is responsible
- Report any problems to the Agency affected that appear likely to result in a failure to meet a Service Level Agreement requirement
- Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreement and coordinate processes and procedures that impact the County
- Designate a Contractor Representative who has the overall responsibility for delivery of the Services. The designated Representative shall:
  - Manage the maintenance tasks and conduct technical and operational escalations
  - Provide management and resolution of identified problems
  - Resolve and address operational delivery issues
  - Ensure adherence to performance targets
  - Be responsible for overseeing service quality and incident management
  - Function as the primary point of contact/interface with the Sheriff's Office and Probation Department for SLA performance, management, and problem resolution

IV. SERVICE LEVEL AGREEMENT

#1: SYSTEM (SERVER) AVAILABILITY – SYSTEM INFRASTTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	System Infrastructure and Services Availability
Service Level Objective	To ensure that the system infrastructure equipment (e.g. servers, storage, kiosks, peripheral equipment, etc.) is available for use by each Agency's users and Incarcerated Individuals/Youth (if applicable) during scheduled hours of availability.
Service Level Definition	The system infrastructure includes all file, database, web, imaging, application and support servers, SANs, storage devices, backup systems, kiosks and associated peripheral equipment necessary to process, store, and preserve electronic data and information. Availability means all components of the systems infrastructure are ready for use, accessible by users and customers, and are operational to perform their assigned function. Contractor shall ensure qualified technical staff are available both during normal business hours (08:00 AM – 5:00 PM Pacific Standard Time) and during non-business hours, excluding planned maintenance or previously scheduled maintenance periods. Contractor staff shall work with each Agency's staff to resolve unexpected issues which impede the ability to perform necessary and time-sensitive work
Service Measurement	Availability
Metric Description	The percent of availability of combined system infrastructure services. The system infrastructure elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency, which may differ by Agency. The metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all servers/SANs/storage equipment/kiosks/peripheral equipment performing or supporting Automated Payment Services. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall reduce the percent availability. Degraded operations shall be reported as an individual category but shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level Commitment	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day)/kiosk
Target (Expected) Service Level Commitment	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in a facility / 900 * total number of kiosks in a Facility/Location **Sample calculation**: Assume 50 Kiosks installed/operational – 1. Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 2. Facility/Location Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100** **= [[27000 + 8990 + 8055 + 885] / 45000] *100** **= [44930/45000] * 100** **= .9984 * 100 = 99.84%**
Reports and Reporting Format/s	Preferred Format: PDF. Report format to be mutually agreed to between Contractor and each Agency. Report should identify overall system infrastructure availability and the system infrastructure availability of individual equipment groups (e.g. servers, SANs, etc.). Report Elements: To be proposed by the Contractor to each Agency and approved separately by

	each Agency. Information provided shall, at a minimum, include the actual uptime in minutes per Kiosk, the % uptime per Kiosk, for each day with a total uptime and % uptime shown for all kiosks within a Facility/Location by day for the month. Detailed Exclusion Report: To be proposed by the Contractor to each Agency and approved by separately by each Agency
Measurement Window	Daily per Kiosk during each Agency's established operational hours (currently 06:00 AM – 21:00 PM daily)
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#2: NETWORK AVAILABILITY – NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	Network Infrastructure and Services Availability
Service Level Objective	To ensure that the Contractor managed network infrastructure and services are available for use during scheduled hours of availability.
Service Level Definition	The Contractor managed network infrastructure and services includes the routers, switches, repeaters, and all components needed to transport data between network site boundaries (kiosks) and the Contractor's site. Availability means the network infrastructure and services are available for use and are fully accessible and operational. Infrastructure and services include but are not limited to all network-related infrastructures necessary to make kiosks functional and usable. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Availability
Metric Description	The percent of availability of combined MAN/WAN/Internet Services The network infrastructure and services elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency. Those required operational hours differ by Agency, but the metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all network infrastructure equipment and services performing or supporting Automated Payment Services direct or support operations. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall negatively impact the percent availability. Degraded operations shall be reported as an individual category and shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk
Target (Expected) Service Level	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in an Facility/Location / 900 * total number of kiosks in an Facility/Location * 100 **Sample calculation**: Assume 50 Kiosks installed/operational –

	7.0 Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 8.0 Facility/Locational Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100** **= [[27000 + 8990 + 8055 + 885] / 45000] *100** **= [44930/45000] * 100** **= .9984 * 100 = 99.84%**
Reports and Reporting Format/s	Preferred Format: PDF. Report format to be mutually agreed to between Contractor and each Agency. Report should identify overall network infrastructure availability, and any individual network components (if applicable). Report Elements: To be proposed by the Contractor to each Agency and approved separately by each Agency. Information provided shall, at a minimum, include the actual uptime in minutes per Kiosk, the % uptime per Kiosk, for each day with a total uptime and % uptime shown for all kiosks within a Facility/Location by day for the month. Detailed Exclusion Report: To be proposed by the Contractor to each Agency and approved by separately by each Agency
Measurement Window	Daily per Kiosk during Sheriff's Office and Probation Department established operational hours (currently 06:00 AM – 21:00 PM daily)
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#3: CHANGE MANAGEMENT AND TROUBLE TICKET RESPONSE – RESOLUTION RESPONSE	
Service Level Category	Infrastructure and Systems Change Management; and Problem Management and Resolution Response
Service Level Objective	• Change Management Service Request Management • To respond to customer requests for technical assistance in a timely manner and take the necessary action to accurately resolve issues or to escalate resolution of those issues when required.
Service Level Definition	Contractor shall provide customer support during all periods of authorized Kiosk access, 365 days per year. Service level Agreements shall apply during all periods of authorized Kiosk access hours for all problem categories. Service level objectives and Agreements shall be: • Respond to all service calls. • Resolve issues as accurately as possible within the following timeframes (Includes response time, travel time {if applicable}, resolution time): o Level 1 (Urgent) – 4 Business Hours o Level 2 (High) – 8 Business Hours o Level 3 (Medium) – 2 business days o Level 4 (Low) – 10 business days • Close (with confirmation) 95% of Levels 1-2 priority issues, 80% Level 3 priority, and 75% Level 4 priority issues within specified timeframes excluding issues requiring Contractor repair or resolution. • Track and report closure times for all issues requiring Contractor repair or resolution. • The time to complete change requests from request to fulfillment and operability shall not exceed the Service Level • For purposes of this Service Level, Change Management includes but is not limited to inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates

	Problems shall be reported to the Contractor Support Help Desk and shall be recorded for tracking and management. Priority definitions include but not limited to: • **Level 1** – Application or Service is inaccessible (i.e., network is down), Kiosk is down and inaccessible, administrative information is incorrect and preventing service. • **Level 2** – Application or Service is intermittently inaccessible, administrative information is incorrect causing intermittent service, and/or logon/password requires resetting or reissue, change requests that affect service or access to the Kiosk or network, network diagnostics critical to service. • **Level 3** - Question or information requests, change requests that do not affect service or access to the Kiosk or network, inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates. • **Level 4** – Cosmetic or other deficiencies that do not negatively affect or slow down service and/or access to the kiosk and/or network. Level 4 priority items shall be escalated to Level 3 priority after 10 business days. Based on the priority and aging of problems reported, support shall be escalated within the Contractor hierarchy for all problems not resolved within 5 business days. The Contractor shall identify the escalation process and individuals. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Percent resolution within Service Level timeframes and timeliness for Change Management.
Metric Description	• The percent of problems assigned and resolved by priority within agreed service level Agreements. • Timeliness for Change Management Services is defined as the time (business hours/days) required to successfully receive, process, and implement a change to the access control list, installed rule base, network diagnostics, equipment service, and software and/or configuration updates.
Metric Inclusions	• All reported problem tickets • Agency configurations ❖ Actions included: o Time required to complete a change request from receipt to operability o Time required to update the installed rule base or administration/access control list updates o Time required to perform network diagnostics [to trouble-shoot] o Time required to perform equipment service o Time required to implement software updates o Time required to implement configuration updates
Metric Exclusions	• For Trouble Tickets: None • For Change Management: ❖ Orders for new services requiring purchase of hardware or software ❖ Exclusion Time: o None – the time required for change approval and scheduling shall be considered part of the metric measurement and service level time.
Minimum Service Level	• Level 1 (Urgent) – 4 business hours • Level 2 (High) – 8 business hours • Level 3 (Medium) – 2 business days • Level 4 (Low) – 10 business days
Reports and Reporting Format/s	Preferred Format: PDF. Report format to be mutually agreed to between Contractor and each Agency Report Elements: Header to include Target SL, Minimum SL, Total Number of Changes, Total Number of Changes that Missed the Target Service Level, Total Number of Changes that Missed the Minimum Service Level; Detail for changes that exceeded three days to include Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change

	Approval and Implementation, Time to Complete [in days], Minimum SL achieved [Yes/No], Target SL achieved [Yes/No]; Sorted by Device Type Detailed Exclusion Report: Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Reason for Exclusion; Sorted by Device Type; Summarized by a Count of Excluded Changes
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured

CREDITS	
Credit	The Agency affected shall receive a credit if the Contractor fails to meet the minimum service level commitments. That credit shall be payable to the Agency within 30 business days of the date of the monthly service level report. The credit is assessed on a per Facility/Location basis when the Contractor fails to meet minimum service level commitments for System Infrastructure and Services Availability or Network Infrastructure and Services Availability or for both as follows: 1. Minimum Service Level Commitment not met per Facility/Location for 2 days or less in a Month – WARNING 2. Minimum Service Level Commitment not met for more than 2 and up to 5 days in a Month - $2,000 per occurrence (facility/location) up to a maximum of $20,000 per month (for all Facility/Locations) 3. Minimum Service Level Commitment not met for more than 5 days in a Month - $4,000 per occurrence (facility/location) up to a maximum of $40,000 per month (for all Facility/Locations). 4. Any combination of 2 and 3 above shall result in - per occurrence charge per Facility/Location in accordance with the requirements in item 2 or 3 above with a maximum charge not to exceed $40,000 per month (for all facilities/locations)
Liquidated Damages	Contractor shall pay Liquidated Damages equivalent to $150 per hour per to affected Agency's staff pulled to process cash deposits, due to Kiosks being inoperable or down.
Chronic/Systemic	If chronic or systemic problems persist in failure to meet minimum standard for three or more consecutive months, the Contractor shall be required to develop a corrective action plan to resolve the problems, agreed to by the affected Agency. Failure to develop a corrective action plan to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the affected Agency's exercise of other available options, up to and including termination of the contract.

ATTACHMENT A: PRICING SCHEDULE

CONTRACTOR Shall Enter applicable pricing table/fee schedule here.

-- End of Attachment A –

ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy," adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of "Local Vendor" as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify, in writing herein, that it meets all of the criteria listed within the policy, which can be accessed online at the following link: ***https://www.co.monterey.ca.us/home/showdocument?id=22313***.

"Local Vendor" is defined as follows:

1. Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties as defined as "Area"; **and**
2. Vendor employs at least one full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the "Area"; **and**
3. Vendor's business must have been in existence, in Vendor's name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; **and**
4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; **and**
5. If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor's local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area".

County shall not be responsible or required to verify the accuracy or any such certifications and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

As per the policy: **"Area"** shall mean Monterey County, San Benito County, and Santa Cruz County.

Note: If applicable your organization must possess a valid resale license from the California

Department of Tax and Fee Administration showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one (1) of the three (3) counties within the defined "Area."

On behalf of my business entity (i.e., organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any):

Business Address: _____

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____ ***Date:*** _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder's proposal or qualifications package in order for the County to apply the applicable local preference.

Bidders who do <u>not</u> qualify as a local business as per the policy should <u>not</u> submit this form.

-- End of Attachment B –

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10881
ISSUE DATE: June 1st, 2023

RFP TITLE: Telephone, Tablet & Visitation Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON July 17, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US (831) 783 - 7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 7 copies, + 1 USB):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL
I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: ( ) _____ Fax: ( ) _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: June 30, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #1

TO: All Interested Proposers

SUBJECT: Changes to Section 3.0 Calendar of Events

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047

AyalaJ@co.monterey.ca.us

_____
Company Representative

_____
Date

This addendum changes the Proposal due date submission with a date extension, as well as adding a date for the top two selected vendor to provide a brief presentation.

CHANGES IN SECTION 3.0 CALENDAR OF EVENTS

3.4	**Proposal Submittal Deadline**	**3:00 p.m., PST, Monday, July 31, 2023**
3.4.1	**Short List Vendor Presentations**	**8:00 a.m., PST, Tuesday August 15th 2023**
3.5	**Estimated Notification of Selection**	**September 2023**
3.6	**Estimated AGREEMENT Date**	**October 2023**

ALL OTHER SECTIONS IN RFP REMAIN UNCHANGED

COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: July 14, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #2

TO: All Interested Proposers

SUBJECT: Questions submitted prior to the deadline & Responses to these.

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #2.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047
AyalaJ@co.monterey.ca.us

_____
Company Representative

_____
Date

This addendum addresses all questions submitted prior to the deadline, and County of Monterey's associated responses to these questions.

1. ***Amend RFP to add Section 5.1.6.5 to RFP: "Sheriff's Office shall provide or partner with a provider to offer a Biometric Process to monitor the health of inmates and include a description and additional cost or financial impact to offer."***

2. ***Amend Section 6.1 of RFP to read: "The term of the AGREEMENT(s) will be for a period of five (5) years with the option to extend the AGREEMENT for two (2) Additional One (1)-Year Periods***."

3. ***Amend RFP to add Section 5.1.6.5: "Contractor shall provide Debit Release Cards that shall also function as credit cards that can be used outside of the facilities. Contractor shall disclose and provide the maximum period of time allowed after the incarcerated person's release, before fees are incurred. Contractor shall provide instruction sheets for card use, fees, and any other necessary information for the incarcerated person."***

4. ***Amend Section 5.2.1.1 to read: "Contractor shall provide tablets for Incarcerated Person's/Youth's education, rehabilitation, and reentry programs. The tablets shall also include access to ADA information and programs and Systems Law Library content."***

5. ***Amend Section 2.3.2 Probation Department Tablet Program and Video Visitation to add the sentence: "The Probation Department prefers a 1:1 Tablet to Youth ratio."***

6. ***Amend Section10.2 to add "Offer" evaluation criteria component under "Video Visitation System."***

7. How much time can the Incarcerated Person use the phones or tablets, and can it be increased?

   The phones and tablets are shut off between 11:00 pm and 7:00 am. This is sufficient time for phone or tablet use.

8. Docking Stations at Youth Center
   - How many current in all locations?
   - How many would Probation Department like?

   There are currently five docking stations in Youth Center. Probation Department would like six double charging/docking stations (2 tablets per station) for the Youth Center: one in each of the four housing units, one in the day room, and one in the interview room (adjacent to the control room.

   For Juvenile Hall there are currently five docking stations, and the Probation Department would like six double charging/docking stations (2 tablets per station for the Juvenile Hall: one in each of the four housing units, one in the main day/visitation room, and one in the booking/holding area.

9. RFP p. 6 section 2.2.1 provides calls and minutes for 12 months. Could you please provide this information broken down by month and by call type, and also provide revenue information? Or, please fill out the table below.

   The Sheriff's Office is unable to provide in time, the level of detail requested (usage data broken down by month and by call type, and revenue information). Since time is of the essence, the recent three months' calls and minutes broken down by call type, bill type, revenue, and commissions for the Sheriff's Office have been provided:

March 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	16,300	31.54%	186,594	35.16%	$13,061.58	34.36%	$0.010 per minute	$1,865.94
Advance Pay Intrastate Interlata	361	0.70%	4,385	0.83%	$306.95	0.81%	$0.010 per minute	$43.85
Advance Pay Intrastate Intralata	140	0.27%	2,019	0.38%	$141.33	0.37%	$0.010 per minute	$20.19
Advance Pay Local	73	0.14%	934	0.18%	$65.38	0.17%	$0.010 per minute	$9.34
Advance Pay Mexico	97	0.19%	438	0.08%	$92.81	0.24%	$0.010 per minute	$4.38
Advance Pay One Call Interstate Interlata	1,298	2.51%	17,597	3.32%	$1,231.79	3.24%	$0.010 per minute	$175.97
Advance Pay One Call Intrastate Interlata	11	0.02%	183	0.03%	$12.81	0.03%	$0.010 per minute	$1.83
Advance Pay One Call Intrastate Intralata	7	0.01%	107	0.02%	$7.49	0.02%	$0.010 per minute	$1.07
Collect Interstate Interlata	115	0.22%	726	0.14%	$50.82	0.13%	$0.010 per minute	$7.26
Collect Intrastate Interlata	55	0.11%	323	0.06%	$22.61	0.06%	$0.010 per minute	$3.23
Collect Intrastate Intralata	29	0.06%	126	0.02%	$8.82	0.02%	$0.010 per minute	$1.26
Collect Local	14	0.03%	47	0.01%	$3.29	0.01%	$0.010 per minute	$0.47
Debit Canada	14	0.03%	80	0.02%	$16.87	0.04%	$0.010 per minute	$0.80
Debit Interstate Interlata	31,609	61.16%	302,087	56.92%	$21,146.09	55.63%	$0.010 per minute	$3,020.87
Debit Intrastate Interlata	290	0.56%	2,173	0.41%	$152.11	0.40%	$0.010 per minute	$21.73
Debit Intrastate Intralata	447	0.86%	5,466	1.03%	$382.62	1.01%	$0.010 per minute	$54.66
Debit Local	280	0.54%	2,995	0.56%	$209.65	0.55%	$0.010 per minute	$29.95
Debit Mexico	332	0.64%	2,290	0.43%	$482.24	1.27%	$0.010 per minute	$22.90
Debit Other International	208	0.40%	2,156	0.41%	$614.93	1.62%	$0.010 per minute	$21.56
Sum:	**51,680**	**100.00%**	**530,726**	**100.00%**	**$38,010.19**	**100.00%**		**$5,307.26**

April 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	16,132	28.78%	175,382	31.76%	$12,276.74	31.02%	$0.010 per minute	$1,753.82
Advance Pay Intrastate Interlata	222	0.40%	2,352	0.43%	$164.64	0.42%	$0.010 per minute	$23.52
Advance Pay Intrastate Intralata	282	0.50%	3,057	0.55%	$213.99	0.54%	$0.010 per minute	$30.57
Advance Pay Local	70	0.12%	952	0.17%	$66.64	0.17%	$0.010 per minute	$9.52
Advance Pay Mexico	93	0.17%	388	0.07%	$82.25	0.21%	$0.010 per minute	$3.88
Advance Pay One Call Interstate Interlata	1,200	2.14%	15,646	2.83%	$1,095.22	2.77%	$0.010 per minute	$156.46
Advance Pay One Call Intrastate Interlata	17	0.03%	117	0.02%	$8.19	0.02%	$0.010 per minute	$1.17
Advance Pay One Call Intrastate Intralata	5	0.01%	74	0.01%	$5.18	0.01%	$0.010 per minute	$0.74
Advance Pay One Call Local	41	0.07%	597	0.11%	$41.79	0.11%	$0.010 per minute	$5.97
Collect Interstate Interlata	78	0.14%	488	0.09%	$34.16	0.09%	$0.010 per minute	$4.88
Collect Intrastate Interlata	86	0.15%	491	0.09%	$34.37	0.09%	$0.010 per minute	$4.91
Collect Intrastate Intralata	13	0.02%	97	0.02%	$6.79	0.02%	$0.010 per minute	$0.97
Collect Local	24	0.04%	116	0.02%	$8.12	0.02%	$0.010 per minute	$1.16
Debit Canada	4	0.01%	23	0.00%	$4.85	0.01%	$0.010 per minute	$0.23
Debit Interstate Interlata	36,113	64.42%	336,748	60.99%	$23,572.36	59.56%	$0.010 per minute	$3,367.48
Debit Intrastate Interlata	460	0.82%	3,872	0.70%	$271.04	0.68%	$0.010 per minute	$38.72
Debit Intrastate Intralata	326	0.58%	3,552	0.64%	$248.64	0.63%	$0.010 per minute	$35.52
Debit Local	309	0.55%	3,092	0.56%	$216.44	0.55%	$0.010 per minute	$30.92
Debit Mexico	359	0.64%	2,842	0.51%	$598.52	1.51%	$0.010 per minute	$28.42
Debit Other International	221	0.39%	2,271	0.41%	$626.57	1.58%	$0.010 per minute	$22.71
Sum:	**56,055**	**100.00%**	**552,157**	**100.00%**	**$39,576.50**	**100.00%**		**$5,521.57**

May 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	15,537	25.26%	170,882	28.11%	$11,961.74	27.54%	$0.010 per minute	$1,708.82
Advance Pay Intrastate Interlata	372	0.60%	3,803	0.63%	$266.21	0.61%	$0.010 per minute	$38.03
Advance Pay Intrastate Intralata	139	0.23%	1,277	0.21%	$89.39	0.21%	$0.010 per minute	$12.77
Advance Pay Local	114	0.19%	1,222	0.20%	$85.54	0.20%	$0.010 per minute	$12.22
Advance Pay Mexico	46	0.07%	113	0.02%	$23.89	0.05%	$0.010 per minute	$1.13
Advance Pay One Call Interstate Interlata	1,269	2.06%	16,671	2.74%	$1,166.97	2.69%	$0.010 per minute	$166.71
Advance Pay One Call Intrastate Interlata	24	0.04%	315	0.05%	$22.05	0.05%	$0.010 per minute	$3.15
Advance Pay One Call Intrastate Intralata	7	0.01%	78	0.01%	$5.46	0.01%	$0.010 per minute	$0.78
Advance Pay One Call Local	10	0.02%	166	0.03%	$11.62	0.03%	$0.010 per minute	$1.66
Collect Interstate Interlata	98	0.16%	756	0.12%	$52.92	0.12%	$0.010 per minute	$7.56
Collect Intrastate Interlata	113	0.18%	448	0.07%	$31.36	0.07%	$0.010 per minute	$4.48
Collect Intrastate Intralata	25	0.04%	137	0.02%	$9.59	0.02%	$0.010 per minute	$1.37
Collect Local	33	0.05%	172	0.03%	$12.04	0.03%	$0.010 per minute	$1.72
Debit Canada	6	0.01%	12	0.00%	$2.53	0.01%	$0.010 per minute	$0.12
Debit Interstate Interlata	41,779	67.92%	393,053	64.66%	$27,513.71	63.34%	$0.010 per minute	$3,930.53
Debit Intrastate Interlata	530	0.86%	4,773	0.79%	$334.11	0.77%	$0.010 per minute	$47.73
Debit Intrastate Intralata	334	0.54%	3,461	0.57%	$242.27	0.56%	$0.010 per minute	$34.61
Debit Local	427	0.69%	5,242	0.86%	$366.94	0.84%	$0.010 per minute	$52.42
Debit Mexico	459	0.75%	3,452	0.57%	$728.32	1.68%	$0.010 per minute	$34.52
Debit Other International	190	0.31%	1,821	0.30%	$510.01	1.17%	$0.010 per minute	$18.21
Sum:	**61,512**	**100.00%**	**607,854**	**100.00%**	**$43,436.67**	**100.00%**		**$6,078.54**

The following are the recent three months' reports for Probation Department (Effective January 1, 2023, per legislation, all calls are free for Juveniles):

Month	Calls	Completed	Minutes	Coll_Atmpt	Collect	Prepaid_ Atmpt	Prepaid	Pre_Dest	Adv_Pre	Vmail	Cred_Coll	Free
2023-03	19180	8856	99645.68	698	0	0	0	0	0	72	0	8784

Month	Calls	Completed	Minutes	Coll_Atmpt	Collect	Prepaid_ Atmpt	Prepaid	Pre_Dest	Adv_Pre	Vmail	Cred_Coll	Free
2023-04	17613	8824	94671.73	650	0	0	0	0	0	70	0	8754

Month	Calls	Completed	Minutes	Coll_Atmpt	Collect	Prepaid_ Atmpt	Prepaid	Pre_Dest	Adv_Pre	Vmail	Cred_Coll	Free
2023-05	17846	8906	96787.35	674	0	0	0	0	0	71	0	8835

10. RFP p. 8 section 2.3.1.4 provides usage data for tablet sessions and video sessions for 12 months. Could you please provide this information broken down by month and event type, and also provide revenue information? Or, please fill out the table below.

The Sheriff's Office and the Probation Department are unable to provide in time, the level of detail requested (data for tablet sessions and video sessions for 12 months in Section 2.3.1.4, broken down by month and event type, and revenue information). Since time is of the essence, the recent three months' tablet revenue and commissions for the Sheriff's Office and the Probation Department

have been provided. See Attachment i - Tablet Commission Report and Attachment ii - Calls from Wall Phones and Tablets for March, April, May, included in this document.

- ***Standard profile is 0.05 cents per minute for premium entertainment content***
- ***Promotional profile is 0.03 cents per minute for older movies, games, checking messages and photos, and audio books***
- ***Friends and Family pay 0.25 cents per message***
- ***Video Visitation is 0.25 cents per minute and can be paid by the friends and family or the adult in custody***

11. Please provide average monthly revenue data for any additional services offered under the current contract, such as voicemail, messaging, etc.

Please refer to responses to Questions #9 and #10.

12. In order to help us evaluate usage data and recognize additional revenue potential, it is very helpful to have the rates currently being charged to end-users under the current contract. Please provide the following information:

Please refer to the Monterey County Sheriff's Office website (https://montereysheriff.org/prar/) and follow the directions for Public Records Requests to obtain copy of current contract.

13. Does the current vendor offer any alternate calling types, such as Advance Pay, PayNow or Text-to-Connect? If so, what are the rates and fees charged for these calls?

Please refer to the response to Question #9.

14. Please outline the fees that are being charged to end-users:
a. Bill Statement Fee
b. PrePaid Account Funding Fee via Web
c. PrePaid Account Funding Fee via IVR
d. PrePaid Account Funding Fee via Live Operator
e. Fees for Instant Pay Calls

Please refer to responses to Question #9, Question #10, and Question #18.

15. Section 2.3.1 of the RFP lists video visitation stations within the housing units. However, we understand that the County wants video visitation on tablets only. Please confirm that no video visitation kiosks are required for the inmate housing areas.

Video visitation stations will be tablets and not kiosks as specified in the RFP.

16. How many Lobby Kiosks are required?

Please refer to Section 5.1.6.1 of the RFP: "Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.

17. How many Intake/Booking Kiosks are required?

Please refer to the response to Question #16.

18. Please Provide the Fee structure for all Trust Fund deposit methods:
    - Phone
    - Web/Mobile
    - Kiosk
    - Walk-in Retailer (Cash transactions)
    - Other

The initial fees payable by end-user OR depositor for ITS services

- ***Automated payment fees such as deposits using credit card or debit card made via telephone: 0 fee per CPUC.***
- ***Live agent fee (Quick Connect): 0 fee per CPUC***
- ***Paper bill fee: 0 fee per CPUC***
- ***All third-party transaction fees such as MoneyGram, Western Union, and credit card processing fees shall be passed through to the depositor or end user without markup. This fee will not go above 6.95.***
- ***All taxes and regulatory fees shall be passed through to the depositor or end user without mark up.***
- ***The fee for a voice mail shall be $1.50 per call.***
- ***The fee for messages sent by a friend or family to a detainee shall be $0.25 per message.***

The Initial fees for Commissary/Booking Load services are as follows: Commissary and Trust are done by Aramark

- ***The fee for Operator-Accepted deposits using credit card or debit card made by telephone: $2.99 per transaction plus 6% of the transaction amount. This fee is paid by the depositor.***
- ***Cash deposited into the lobby/visitation area Kiosk: $1.99 per transaction plus 4% of the transaction amount. This fee is paid by the depositor.***
- ***Credit card and debit card deposits using web-based depositing options: $2.99 per transaction plus 6% of the transaction amount. This fee is paid by the depositor.***
- ***Cash deposited into the Booking area kiosk: no fees shall be assessed to any party.***
- ***Credit card and debit card deposits into the booking area kiosk at time of booking: $2.99 per transaction plus 6% of the transaction amount. This fee shall be paid by the depositor.***

19. Please provide 3 months of detailed Trust Fund transaction history for all patients or provide the information below:
    - Average number of Trust Fund deposits per month
    - Average amount of total dollars deposited per month

Trust Funds are done with the commissary provider, Aramark, which uses the TouchPay kiosk.

Site Name	Monterey CA

	Column Labels					
	Mar		Apr		May	
Row Labels	#Trans	Deposits	#Trans	Deposits	#Trans	Deposits
INTAKE	358	$53,581	405	$77,653	405	$73,913
TRUST	3,225	$195,474	3,650	$216,395	3,845	$223,500
Grand Total	**3,583**	**$249,055**	**4,055**	**$294,049**	**4,250**	**$297,412**

20. Does the County currently receive a commission on Trust Fund deposits? If so, what is it?

No.

21. During the pre-bid meeting it was emphasized that contractors respond to the new version of the RFP online. On 06/02/23, we downloaded a copy of the RFP from the County's website which contained the following text in the heading on page #2 "RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft FINAL." On 06/20/23, we downloaded a copy of the RFP from the County's website which contained the following text in the file name "RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft V5." To ensure that contractors respond to the appropriate version, would the County please clarify which file is the new/correct version?

    The most recent RFP on the website, RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft V5, is the correct and updated version.

22. During the pre-bid meeting it was mentioned that the County would like contractors to use the term "incarcerated person(s)" and the abbreviation "IP(s)" once established instead of the terms "prisoner(s)" or "inmate(s)." Would the County please clarify that the replacement of these terms should only be applied to the contractors' responses or should the replacements also be applied to the RFP document itself?

    The term," Incarcerated Person(s)" is already in the RFP, as well as the term, "Incarcerated Individual(s)." Either term shall be used in bidder responses. If bidder uses the abbreviation "IP(s)," or "IT(s), bidder shall ensure that there is a prior definition/clarification of the specific abbreviation used as one of the best practices in proposal and technical writing.

23. Would the County please provide a copy of the agreement/contract and all related amendments the County has executed with its incumbent Incarcerated Persons Telephone System (IPTS), Video Visitation System (VVS) and Incarcerated Persons (IP) Tablet/Miscellaneous provider(s)?

    Please refer to response to Question #12.

24. Would the County please provide their current IPTS call and commission rates for each applicable call category/tariff type identified in the table below?:

Call Category/Tariff Type	Call Rate/Min. Commission Rate Percentage
Local -- Collect	
IntraLata - Collect	
InterLata – Collect	
Interstate - Collect	
International - Collect	
Local -- Prepaid Collect	
IntraLata - Prepaid Collect	
InterLata – Prepaid Collect	
Interstate - Prepaid Collect	
International - Prepaid Collect	
Local -- PIN Debit	
IntraLata - PIN Debit	
InterLata – PIN Debit	
Interstate - PIN Debit	
International - PIN Debit	

    Please refer to response to Question #9.

25. Would the County please provide the monthly Revenue/Commission Statements, relative to the IPTS, covering the most recent 3-Month period as well as the average daily population (ADP) for each month? Same as in the RFP.

Refer to response to Question #9 with regards to the Revenue/Commission Statements. The average daily population (ADP) in the most recent 6 months is 900-950 for the Sheriff's Office, and 61-68 (36-40 for Juvenile Hall and 25-28 for Youth Center) for the Probation Department.

26. How many IP telephone stations are currently installed?

The Probation Department currently has 11 for Juvenile Hall and 6 for Youth.

The Sheriff's Office currently has the following:

	Housing Unit	Phones	Max. Occupancy	Notes:
1	MHO Dayroom	1	1	1 IP uses this section at a time.
2	Receiving Cells	4		Population 5-100
3	Receiving Common Area	3		No more than 3 (at a time)
4	K-Block	5	72	double occupant cells
5	L-Block	5	72	double occupant cells
6	M-Block	5	72	double occupant cells
7	N-Block	5	72	double occupant cells
8	V-Block	5	72	double occupant cells
9	X-Block	5	72	double occupant cells
10	Y-Block	5	72	double occupant cells
11	Z-Block	5	72	double occupant cells
12	A-Dorm	4	60	Open dorm unit
13	B-Dorm	4	60	Open dorm unit
14	C-Dorm	4	60	Open dorm unit
15	D-Dorm	4	60	Open dorm unit
16	E-Dorm	2	15	Open dorm unit
17	A-Pod	1	15	Single occupant cells
18	B-Pod	1	15	Single occupant cells
19	C-Pod	1	12	Single occupant cells
20	D-Pod	2	23	Single/double occupant cells
21	E-Pod	2	42	Open dorm unit
22	F-Pod	2	42	Open dorm unit
23	G-Pod	2	23	Single/double occupant cells
24	H-Pod	2	23	Single/double occupant cells
25	I-Pod	2	23	Single/double occupant cells
26	J-Pod	2	23	Single/double occupant cells
27	K-Pod 4	2	24	Open dorm unit
28	K-Pod 5	2	24	Open dorm unit
29	K-Pod 16	2	24	Open dorm unit
30	K-Pod 17	2	24	Open dorm unit
31	Infirmary	4	4	Single occupant cells
32	Women's Common Area	1		Single occupant cells
33	Q-Pod	2	22	Open dorm unit

34	R-Pod	1	23	Single/double occupant cells
35	S-Pod	1	23	Single/double occupant cells
36	T-Pod	2	51	Open dorm unit
37	U-Pod	2	51	Open dorm unit
38	WHO	1	5	Single occupant cells
		105	1348	
Note: The Rehab section was not included in this calculation.				

	Family Visiting Rooms	Phones	Max. Occupancy	Notes:
39	Main Jail 1	9*	9	*2 phones are needed per unit (IP speaks to family member on other end).
40	Main Jail 2	9*	9	
41	Main Jail 3	9*	9	
42	Women's 1	9*	9	
		0	36	

Interested Bidders also attended an in-depth site visit and walk-through during the Mandatory Pre-Bidders Meeting, on Friday June 16, 2023 to view the current layout and take notes on telephones and telephone stations.

27. How many IP telephone visitation handsets are currently installed?

Please refer to response to Question #26.

28. Would the County please provide their current VVS call and commission rates for each applicable call category/type identified in the table below?:

VVS Call Category/Type Call Rate/Min. Commission Rate Percentage
On-site VVS
Remote VVS

Please refer to response to Question #10.

29. Would the County please provide the monthly Revenue/Commission Statements, relative to the VVS, covering the most recent 3-Month period as well as the average daily population (ADP) for each month? Refer to response to Question #11 with regards to the Revenue/Commission Statements. As indicated in Sections 2.1.1 and 2.1.1 of the RFP, the average daily population (ADP) is 900 with a capacity of 1,401 for the Sheriff's Office and 151 for the Probation Department.

Please refer to response to Question #10 with regards to the Revenue/Commission Statements. Please refer to response to Question #25 with regards to the average daily population (ADP).

30. Does the County require all "professional" (i.e. attorney, public defender, medical professionals, etc..) remote video visitation sessions to be provided at no charge?

Yes.

31. Are the devices used by IPs to participate in video visitation kiosks, wall-mounted tablets or both? How many IP video visitation kiosks and/or wall-mounted tablets are currently installed?

Video Visitation is currently and will continue to be via the Tablet Program, as indicated in the RFP. For the Sheriff's Office, please refer to Sections 2.3.1.1, 2.3.1.2, and 2.3.1.3 for video visitation tablets currently installed. For the Probation Department, there are five tablets and five charging stations.

32. Does the County allow IPs to participate in a video visitation session on tablet devices that are not mounted to the wall?

No.

33. Are devices available to allow public users to participate in an on-site video visitation session with an IP? If so, are these devices kiosks, wall-mounted tablets or both? How many public user kiosks and/or wall-mounted tablets are currently installed?

Yes, devices are available to allow public users to participate in an onsite video visitation session with an Incarcerated Person. Please refer to Section 2.3.1.1 of the RFP.

34. Would the County please provide the monthly Revenue/Commission Statements, relative to the Tablet/Miscellaneous services (i.e. electronic messaging, entertainment, rental/usage fees, etc…), covering the most recent 3-Month period as well as the average daily population (ADP) for each month?

Please refer to response to Question #10 with regards to the Revenue/Commission Statements. Please refer to response to Question #25 with regards to the average daily population (ADP).

35. How many IP tablet devices are currently in use? Does this quantity include wall-mounted tablet devices?

For the Sheriff's Office, please refer to Sections 2.3.1.1, 2.3.1.2, 2.3.1.3, and 5.2.1.17.1.1. For the Probation Department, there are currently 5 tablets in use.

36. Item #5.2.15 of the RFP states, "Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system." To assist contractors in providing an appropriate response to this requirement, please provide the following information:
    - Who is the County's "local education providers?" Depends on what the classes are, and what they are educating them on
    - Please provide a detailed list of all content provided by "local education providers" that is made available to IPs on the current tablet devices.
    - Would the County please provide the "local education provider" point of contact information so contractors may reach out and establish a dialogue/discuss system/technology compatibility and interfaces?

The selected Contractor shall work with Programs. The classes and/or courses are dynamic, and the local education providers selected by Programs would be incumbent on the specific classes and/or courses.

37. Item #5.2.1.13 of the RFP states, "Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff's Office and Probation Department)." Would the County please explain what purpose(s) "tablet-to-tablet" connectivity is to serve?

Amend Item #5.2.13 of the RFP to state: "The Commander/Administrator tablet is required to have the capability to shut down tablets remotely; and the capability to monitor the tablets."

38. How many administrative tablet devices are currently in use?

Please refer to Section 5.2.1.17.1.1 for the Sheriff's Office and Section 5.2.1.17.2.1 for the Probation Department.

39. What is the anticipated start date for this contract?

The estimated Agreement date is 10/2023. It is on Section 3.6 of Amendment 1 that was issued on 6/30/2023.

40. How many calendar days after contract signing does the County require the selected contractors' technologies and services to be installed and fully operational?

Reasonable implementation/installation timeframes will be mutually agreed upon by all parties for each of the services and associated services. If there is a longer than standard timeframe for services to be installed and operational (i.e., tablet deployment, IP Other Associated Services, etc.), the Bidder shall disclose this in the proposal, and once a Contractor is selected, any delays will be part of the Project Control Document (PCD) in the Project Management process.

41. After the first round of questions are answered, will the County accept additional questions if clarification is needed for any of the County's responses?

If clarification is warranted on responses to previously submitted questions, the Sheriff's Office and the Probation Department will accept the requests for clarification.

42. Please provide a copy of all current contracts and amendments pertaining to all services under this RFP.

Please refer to response to Question #12.

43. Please provide the commission percentage currently received on inmate telephone revenue.

Please refer to response to Question #9.

44. Please provide the total average monthly commissions received for all services received over the past year from the current vendor.

Please refer to response to Question #9.

45. Does the County receive commissions on revenue generated by interstate calls today?

Yes, please refer to response to Question #9.

46. Does the County require that proposals include commissions on interstate calls?

It is up to the bidders to include commissions on interstate calls in their proposals. Please refer to Section 10 of the RFP.

47. Do commissions from this contract go to the Inmate Welfare Fund, the Sheriff's Office discretionary fund, or the County general fund?

Commissions from this contract go to the Inmate Welfare Fund.

48. Please provide a breakdown by housing unit of the inmate capacity and the number of phones each. The inmate capacity for each cell block is necessary for determining network requirements and charging stations needed to support the tablets.

Please refer to response to Question #26.

49. Would Monterey County please provide the monthly Revenue/Commission Statements (relative to the Inmate Telephone System) from the incumbent Provider, covering the most recent 6-Month period?

Please refer to response to Question #9.

50. Would Monterey County please provide the monthly Revenue/Commission Statements (relative to the Video Visitation / Tablet / Messaging System) from the incumbent Provider, covering the most recent 6-Month period?

Please refer to response to Question #10.

51. Would Monterey County please provide the ADP for the most recent 6-month period?

Please refer to response to Question #25.

52. Would Monterey County please provide a copy of the current Inmate Communications Agreement, including any Attachments, Amendments or Addendums?

Please refer to response to Question #12.

53. Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency.

Monterey County Incarcerated Individuals/Persons are housed. The only other agencies housed are part of the JBCT program is with Santa Cruz and San Benito Counties.

54. Please provide the Probation ADP broken down by facility – Juvenile Hall and Youth Center.

For the Probation Department, 36-40 for Juvenile Hall and 25-28 for Youth Center.

55. What is the bed count for each the facility?

Please refer to Sections 2.1.1 for the Sheriff's Office and the bed count for Probation Department is 140 (80 for Juvenile Hall and 60 for the Youth Center).

56. Is the inmate trust account managed through the commissary system or the Jail Management System or other system? If other, please specify.

Trust is managed through the commissary, Aramark.

57. Commissary Integration – Please provide the name and contact information for the current commissary vendor.

Aramark, Art Hal Yasa, Regional General Manager – California
M: 805.861.3028 EMAIL: yasa-hal@aramark.com

58. Jail Management Integration – Please provide the name and contact information for the current JMS vendor.

Tracnet, Pat Kelley, Vice President
patkelley@tracnet.org, (831) 676-0676

59. Please provide the name and contact information for the current deposits services vendor.

ViaPath Technologies, Lisa Steffel, Senior Director - Payment Solutions
Mobile 817-307-8001 EMAIL: lisa.steffel@viapath.com

60. In order to ensure a level playing field for all bidders, please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider.

The successful bidder shall provide new equipment, and this applies to all potential bidders, including the incumbent.

61. Please provide the schedule in which the inmates have access to the inmate phones. Confirm but it was up to 18:00 pm and discretionary up to 0:00pm.

Please see response to Question #7.

62. How is commissary ordered today?

Via combination of hard copy ("bubble" sheets) and tablets.

63. Does the current vendor provide debit calling? If so, how are debit accounts funded – e.g., through an inmate's trust account, lobby kiosk, phone / website payments, etc.? Please list all available methods.

Yes - please refer to responses to Question #9 and Question #18.

64. Are calling cards being used today? If so, how are they purchased and given to the inmate? What denominations are available?

Calling Cards are not currently being used.

65. What limits does the County place, if any, on use of the services in this RFP –maximum number of onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc?

For the Sheriff's Office, there are no limits.

For the Probation Department Youth Center, there are no limits as to the number of calls, but there are limitations as to time periods during the day when the Probation Department permits the phone to be used. Generally, calls are limited to 15 minutes unless they are talking to their lawyer or no other youth wants to use the phone. For the Probation Department Juvenile Hall, there aren't set limits to the number of telephone calls a Youth can make. Depending on how many are trying to use the phone, the Probation Department tries to limit it to 5-10 minutes per phone call so everyone on the unit gets a chance - but if others don't want to they can stay on the phone for longer. There is typically about 4 hours a day of free time that all Youth on a housing unit must get their phone calls in.

66. Virtual Mailroom is a required service listed under #5.1.6.3. What is the average number of inmate mail pieces received daily? Of these, what percentage are legal mail?

For the Sheriff's Office, an average of 150 pieces of mail per week are received, and 15 of those pieces are legal mail.

For the Probation Department Youth Center, not a lot of mail is processed for Youth (not even 1 a day). An estimate of 1-3 letters a week are received for the Youth on average. Legal mail makes up less than 5% of that mail, as most of their legal business is conducted via phone or in person. For the Probation Department Juvenile Hall, anywhere between 5-10 pieces of mail are received per day. Less than 5% of the mail received is legal mail.

67. Historical calling data was furnished in the RFP #2.2.1. Will this historical data be used in the evaluation and assignment of points for calling rates? If not, please clarify and provide the estimated/projected call volumes that will be used in the evaluation and assignment of points for calling rates.

Section 2.2.1 contained historical data on call volumes for the Sheriff's Office, and was provided to assist bidders in preparing their proposals and offer. Responses to Question #9 and Question #10 provide data for March 2023, April 2023, and May 2023. Both of historical data provided in the RFP and historical data provided in this document were provided to assist in developing bidders' proposals and offers. Please refer to Section 10 of the RFP for the Selection Criteria for the evaluation details. The calculation of points related to the offer uses a standard, objective mathematical formula that factors in equal weights for commissions and rates/usage fees, and factors in each bidder's aggregate offer and the highest aggregate offer. The Sheriff's Office and the Probation Department will evaluate bidders' offers and select the best overall value and compliance with regulatory agencies (FCC, CPUC).

68. Of the points that will be awarded for "Offer" for each service, how many points will be allocated to rates, and how many will be allocated to commissions?

The calculation of points related to the offered commission versus rate/usage fees uses a standard, objective mathematical formula that factors in equal weights for commissions and rates/usage fees, and factors in each bidder's aggregate offer and the highest aggregate offer.

69. Please provide the quantities of standard wall-mounted inmate telephones currently installed. Specify the quantities of telephones required in this contract, if different than quantities currently installed.

Please refer to response in Question #26 for current telephones. The Bidders shall determine the optimal quantity of telephones to maximize benefits to the Incarcerated Individuals, Youth, and the respective agencies. The Bidders shall include in their proposals, the quantity of telephones proposed, the supporting documentation, technology, and justification and rationale for the proposed quantities of telephones.

70. Section 5.1.6.1 on p. 19 of the RFP states, "Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks." We understand that deposit kiosks are provided as a required component of the commissary contract. Therefore, will the County accept proposals that offer to integrate with the existing kiosks rather than provide additional kiosks? If deposit kiosks are required, will deposit services be exclusive to this contract or shared with the commissary contract?

The Sheriff's Office will accept proposals that offer to integrate with existing kiosks. The Bidder proposing this may strategically partner with the existing kiosk service provider or another kiosk service provider if not partnering with existing kiosk service provider.

71. Some vendors provide alternate payment options, such as the ability to purchase a one-time phone call using a credit or debit card, without the necessity of setting up a prepaid account, and typically pay little to

no commission on these calls. Will the County please confirm that vendors are required to pay the same commission amount for all calls, including premium, prepaid, debit and collect?

It is up to the vendors to determine what and how they pay commission amounts in their offers as they see fit and appropriate for applicable calls, including premium, prepaid, debit, and collect as long as they are in regulatory compliance.

72. After the first round of questions is answered, will the County accept additional questions if clarification is needed for any of the County's responses?

Please see response to Question #41.

73. Within the evaluation criteria listed in Requirement 10.2 Selection Criteria, 30 percentage points are allocated for "Offer" within each category Telephone & Associated Services and Tablet Program and Tablets.
    - What is the distribution of points related to the offered commission versus rates/usage fees and how are these points calculated?

Please see response to Question #68.

74. With respect to the scoring criteria for Video Visitation System, will the "Offer" be part of the scoring criteria as it is for Telephone & Associated Services and Tablet Program and Tablets? If so, What is the distribution of points related to the offered commission versus Video Visitation costs to users and how are these points calculated?

Yes, the evaluation sub-category "Offer" is part of the scoring criteria as it is for Telephone & Associated Services and Tablet Program and Tablets. Please refer to responses to Item #6 and Question #68.

75. Can the County please provide the number of points available for each of the specific criteria listed in the table in Requirement 10.2 Selection Criteria? For example, there are a maximum of 30 points possible for "Telephone and Associated Services."
    - Please provide the breakdown of the 30 points possible for the (1) System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities; (2) Project Management, Methodology and Support, Training, and Ongoing Services; and (3) Offer, and similarly for Tablet Program & Tablets and Video Visitation System.

The main categories Telephone and Associated Services, Tablet Program and Tablets, and Video Visitation System each carry 30 points. For each main category, the points are distributed equally at 10 points for each sub-category 1, 2, and 3 listed. For Telephone and Associated Services, the sub-categories (1) System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities; (2) Project Management, Methodology and Support, Training, and Ongoing Services; and (3) Offer each carry 10 points. Similar distributions apply to the three sub-categories for the Tablet Program & Tablets and the Video Visitation System.

76. Page 45, Requirement 10.2 Selection Criteria states "NOTE: Per the Board approved ClimateFriendly Purchasing Policy, the Contracts/Purchasing office will include in the selection criteria "Climate-Friendly Business Practices which facilitate County's compliance with Climate-Friendly Purchasing Policy" and points will be awarded for 'Green Certified Businesses' as well as for climate-friendly business practices outlined in proposal which correlate with County's policy."
    - Can the County provide the points that will be awarded for Green Certified Businesses, and will there be a checklist provided or are bidders to simply list their own Green policies within Section 5 of our response?

Please refer to the "COUNTY OF MONTEREY CLIMATE-FRIENDLY PURCHASING POLICY" which is available on the County website, (https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies), paying attention to Sections II and IV, and the related link contained in Section II (www.ca-ilg.org/climatepractices) for applicable checklist. Bidders with current green certifications that demonstrate their technical knowledge and commitment to climate-friendly sustainability shall submit their green certifications with the proposal and may also include their own Green policies. The County will accept any of the Green Business certifications listed in the policy, as well as legitimate Green Business certifications, including legitimate certifications for climate-friendly business practices. The County will award two (2) points after final tabulation of evaluation scores to Green Certified Businesses with appropriate certification.

77. Can the County confirm how results of the RFP will be provided once evaluations are complete and the intent to award and/or award has been made?

    A short list will be determined based on evaluation of written proposals and bidder qualifications, and all bidders will be notified. After a bidder is selected from the short list subsequent to the short list vendor presentations, the successful bidder will be notified of award, as well as the other bidders.

78. Can vendors provide multiple rate/commission offers if our offers are clearly identified?

    Bidders/Vendors shall each submit one rate/commission offer in conjunction with their proposed design and overall proposal.

79. Section 18.0 RIGHTS TO PERTINENT MATERIALS - Section 18.0 conflicts with Section 8.4, Confidential or Proprietary Content. First, each section provides slightly different language to use when marking confidential/proprietary information. Second, Section 18.0 states that "The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential." Section 8.4, however, states that the County will make best efforts to provide Contractor with notice of a CPRA request, but that to prevent disclosure, Contractor must obtain a protective order from the court or injunctive relief.
    - Requesting the County to clarify which Section applies to the RFP.

    There is no conflict between Section 18.0 Rights To Pertinent Material and Section 8.4 Confidential and Proprietary Content, and both sections apply to the RFP.

    Section 18.0 states that "Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION." Section 8.4 states that "If Contractor claims that specific information falls within one or more CPRA Exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information." The terms "CONFIDENTIAL INFORMATION, "PROPRIETARY INFORMATION," AND "CONFIDENTIAL AND PROPRIEATRY" are synonymous and shall be used interchangeably for purposes of the RFP.

    Section 18.0 provides more detail regarding the California Public Records Act (CPRA) than Section 8.4, which mentions CPRA and "other public transparency laws." Please refer to the CPRA for details. There are many sources to obtain the CPRA, and one source from the State of California, California Public Records Act | FTB.ca.gov, can be referenced.

80. Regarding Section 19.0 Piggyback Clause, this appears to be a yes or no question that Contractors need to respond to. What Section would our response to this question need to be provided in our proposal as listed in the outline in Requirement 8.2?

Under Section 8.2 Content and Layout, include in Section 7 - Exceptions in the Proposal or Qualifications Package Layout

81. Regarding Requirements 8.2.2.6 to 8.2.2.6.3, can the County confirm that they are asking for a list of our previous customers as well? If so, will two years' worth of information satisfy the requirement?

Yes, a list of previous customers (if applicable) are requested. List of current and/or previous Sheriffs County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's services (Telephone System, Associated Services and Other Services; Tablet Program and Tablets; and Video Visitation System) – as indicated in Section 8.2.2.6.

82. Can the County provide floor plans/maps for our wireless response?

Due to security constraints, floor plans/maps cannot be provided.

83. Regarding Requirement 5.2.1.17.1.1, can the County explain what the Commander tablets will be used for?

The uses for Commander tablets include but are not limited to administrative, management, monitoring, security, safety, and control purposes, in compliance with jail procedures and Title 15.

84. Regarding Requirement 5.2.1.13, can the County explain what they are looking for in having tablet-to-tablet connection by the Sheriff's Office and Probation Department?

Please refer to response to Question #37.

85. During the Monterey County site visit, it was brought up that Attorney's shall be allowed to visit for free. Can the County confirm this is for public attorneys only?

Public attorneys and attorneys of record, including private attorneys, shall be allowed to visit for free.

86. Can the County please clarify the proposal layout instructions stated in 8.0 Proposal/Qualifications Package Requirements. The items listed in 8.2 do not have a corresponding section in the Chart that follows. Can the County clarify where in the proposal sections the items listed in 8.2 should be provided? For example, 8.2.1 Executive Summary is not listed in the Sections.

Amend RFP to revise the "Proposal or Qualifications Package Layout" in Section 8.0 to "Submission Package Layout" as follows:

Submission Package Layout	
Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	DECLARATIONS (IF ANY)
	TABLE OF CONTENTS
Section 2	EXECUTIVE SUMMARY

	PRE-QUALIFICATIONS/LICENSING
	QUALIFICATIONS (AS LISTED IN SECTION 8.2.2 OF THE RFP)
	FOR SECTION 8.2.2.5 OF THE RFP, NOTICE OF PREVIOUS VIOLATIONS: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.
Section 3	TECHNICAL PROPOSAL (AS LISTED AND DESCRIBED IN SECTION 8.2.3 OF THE RFP)
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	OFFER (ATTACHMENT A) AS LISTED AND DESCRIBED IN SECTION 8.2.4 OF THE RFP, & WARRANTY: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.
Section 7	EXCEPTIONS AND OTHER RESPONSES TO CLAUSES
Section 8	APPENDIX

87. Can the County please clarify Requirement 8.3 Additional Requirements that states, “To be considered “responsive” submitted proposal packages shall adhere to one of the two following options:”. There appears to be only one option for hardcopy and one electronic version to be submitted directly to the Contracts/Purchasing Office. Is this the only option for submittal or is there an upload possible in lieu of hard copies? If so, can you provide the upload instructions?

    The only option is what are described in Requirement 8.3 Additional Requirements of the RFP. The uploading mechanism for this and consequently the option to upload, no longer exists.

88. Can the County please clarify Requirement 8.3.5.1 that states, “PLEASE NOTE: To use this option, CONTRACTORs are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.” Is there a website that we are required to be registered with and are uploaded proposals required?

    Please refer to response to Question #87.

89. As protest procedures are not stated in the RFP, will the County please confirm that the protest procedures found on the County Administrative Office Contracts/Purchasing page title, County Administrative Protest Policy, is the process the County will follow for this RFP should a protest be filed by a vendor.

    Protest procedures found on the County Administrative Office Contracts/Purchasing page title, County Administrative Protest Policy, is the process the County will follow for this RFP should a protest be filed by a vendor.

90. We respectfully request that Monterey County consider granting all vendors a two (2) week extension on the submittal deadline for this RFP due to the July 4th holiday and to ensure we receive responses to written

questions in time to accurately respond. This would ensure Monterey County receives the most comprehensive responses that bring the most benefit to the County, your incarcerated, and family/friends.

Please refer to Amendment 1, released June 30, 2023.

91. The instructions on p. 41 for proposal Section 6 say "CONTRACTOR shall submit pricing in a separate sheet." By this, does the County mean that we should submit pricing in a separate volume (not in Section 6), sealed separately from the rest of the proposal? Or do you just want us to submit pricing in Section 6 using the Attachment A Pricing Schedule?

Please refer to response to Question #86. Offer (Attachment A) in Section 6 of the Submission Layout Package will be submitted as a separate sheet.

92. Paragraph 8.3.5.1 on p. 43 says "To use this option, CONTRACTORs are required to set up a free account prior to uploading proposals." Is there an option to submit proposals electronically instead of shipping hard copies?

Please refer to response to Question #87.

93. Paragraph 5.2.1.5 states, "Contractor will work with Programs allowing our local education providers to … set up virtual classrooms with specific content with no added costs." What is meant by "virtual classrooms"? Are these live lectures?

Virtual classrooms can include a video conferencing tool (i.e., Zoom Microsoft Teams, etc.) where instructors and participants engage with each other and with the learning material.

94. Paragraph 5.2.1.13 states, "Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff's Office and Probation Department). What is the purpose of this functionality?

Please refer to response to Question #37.

March

	Column Labels		
Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of DEVICE TYPE	2	2	4
Sum of CHARGE	0.28	0.14	0.42
Debit			
Count of DEVICE TYPE	16045	17136	33181
Sum of CHARGE	11829.51	14930.99	26760.5
Direct Billing			
Count of DEVICE TYPE	201	12	213
Sum of CHARGE	79.52	6.02	85.54
Free Call			
Count of DEVICE TYPE	2832	519	3351
Sum of CHARGE	0	0	0
Free Promotional			
Count of DEVICE TYPE	2439	1280	3719
Sum of CHARGE	0	0	0
Free Visitation			
Count of DEVICE TYPE	2754		2754
Sum of CHARGE	0		0
Prepay (Public)			
Count of DEVICE TYPE	8023	8964	16987
Sum of CHARGE	5608.21	8069.24	13677.45
Prepay APOC			
Count of DEVICE TYPE	832	487	1319
Sum of CHARGE	755.37	498.89	1254.26
Total Count of DEVICE TYPE	33128	28400	61528

April

	Column Labels		
Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of CALL TYPE	1		1
Sum of CHARGE	0.7		0.7
Debit			
Count of CALL TYPE	17954	19819	37773
Sum of CHARGE	11724.49	15891.17	27615.66
Direct Billing			
Count of CALL TYPE	168	32	200
Sum of CHARGE	72.24	10.5	82.74
Free Call			
Count of CALL TYPE	2804	446	3250
Sum of CHARGE	0	0	0
Free Promotional			
Count of CALL TYPE	2272	1284	3556
Sum of CHARGE	0	0	0
Free Visitation			
Count of CALL TYPE	3408		3408
Sum of CHARGE	0		0
Prepay (Public)			
Count of CALL TYPE	8301	8489	16790
Sum of CHARGE	5507.69	7279.54	12787.23
Prepay APOC			
Count of CALL TYPE	870	388	1258
Sum of CHARGE	747.04	397.18	1144.22
Total Count of CALL TYPE	35778	30458	66236
Total Sum of CHARGE	18052.16	23578.39	41630.55

May

	Column Labels		
Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of CALL TYPE	2		2
Sum of CHARGE	0.21		0.21
Debit			
Count of CALL TYPE	20893	22796	43689
Sum of CHARGE	13910.77	18126.5	32037.27
Direct Billing			
Count of CALL TYPE	220	51	271
Sum of CHARGE	91.91	15.96	107.87
Free Call			
Count of CALL TYPE	2606	478	3084
Sum of CHARGE	0	0	0
Free Promotional			
Count of CALL TYPE	2924	1439	4363
Sum of CHARGE	0	0	0
Free Visitation			
Count of CALL TYPE	2730		2730
Sum of CHARGE	0		0
Prepay (Public)			
Count of CALL TYPE	8447	7756	16203
Sum of CHARGE	5852.21	6574.14	12426.35
Prepay APOC			
Count of CALL TYPE	903	407	1310
Sum of CHARGE	801.64	403.2	1204.84
Total Count of CALL TYPE	38725	32927	71652

Monthly Tablet Commission Report

(03/01/2023 - 03/31/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-03	Tablet Session	Free	49,034	157,848	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Phone Dialer	36,737	471,238	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Promotional	47,940	615,244	$0.03 per minute	$18,457.32	50.00% of Revenue	$9,228.66
2023-03	Tablet Session	Religion	2,351	28,340	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Standard	19,281	397,062	$0.05 per minute	$19,853.10	50.00% of Revenue	$9,926.55
2023-03	Tablet Video Visit	VVS Free	4,070	31,724	$0.00 per minute	$0.00	25.00% of Revenue	$0.00
2023-03	Tablet Video Visit	VVS Paid	8,523	75,808	$0.15 per minute	$11,371.20	25.00% of Revenue	$2,842.80
		Total	**167,936**	**1,777,264**		**$49,681.62**		**$21,998.01**

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Monthly Tablet Commission Report

(03/01/2023 - 03/31/2023)

Monterey County Juvenile (9573)
1420 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-03	Tablet Session	Free	250	1,597	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Standard	1	1	$0.05 per minute	$0.05	50.00% of Revenue	$0.03
		Total	**251**	**1,598**		**$0.05**		**$0.03**

Monthly Tablet Commission Report

(04/01/2023 - 04/30/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-04	Tablet Session	Free	48,873	150,752	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Phone Dialer	39,358	491,471	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Promotional	47,855	435,400	$0.03 per minute	$13,062.00	50.00% of Revenue	$6,531.00
2023-04	Tablet Session	Religion	2,092	25,517	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Standard	25,197	534,759	$0.05 per minute	$26,737.95	50.00% of Revenue	$13,368.98
2023-04	Tablet Video Visit	VVS Free	4,510	34,843	$0.00 per minute	$0.00	25.00% of Revenue	$0.00
2023-04	Tablet Video Visit	VVS Paid	9,480	85,082	$0.15 per minute	$12,762.30	25.00% of Revenue	$3,190.58
		Total	**177,365**	**1,757,824**		**$52,562.25**		**$23,090.55**

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Monthly Tablet Commission Report

(04/01/2023 - 04/30/2023)

Monterey County Juvenile (9573)
1420 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-04	Tablet Session	Free	433	4,664	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Standard	5	6	$0.05 per minute	$0.30	50.00% of Revenue	$0.15
		Total	**438**	**4,670**		**$0.30**		**$0.15**

Monthly Tablet Commission Report

(05/01/2023 - 05/31/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-05	Tablet Session	Free	46,638	150,132	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Free Inmate Carmona	1		$0.00 per minute		50.00% of Revenue	
2023-05	Tablet Session	Phone Dialer	40,479	515,382	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Promotional	52,033	606,841	$0.03 per minute	$18,205.23	50.00% of Revenue	$9,102.62
2023-05	Tablet Session	Purple.VRS	14	64	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Religion	1,813	21,954	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Standard	20,505	402,097	$0.05 per minute	$20,104.85	50.00% of Revenue	$10,052.43
2023-05	Tablet Video Visit	VVS Free	5,675	41,864	$0.00 per minute	$0.00	25.00% of Revenue	$0.00
2023-05	Tablet Video Visit	VVS Paid	10,336	90,584	$0.15 per minute	$13,587.60	25.00% of Revenue	$3,396.90
		Total	**177,494**	**1,828,918**		**$51,897.68**		**$22,551.94**

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Monthly Tablet Commission Report

(05/01/2023 - 05/31/2023)

Monterey County Juvenile (9573)
1420 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-05	Tablet Session	Free	350	5,842	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Standard	3	6	$0.05 per minute	$0.30	50.00% of Revenue	$0.15
		Total	**353**	**5,848**		**$0.30**		**$0.15**

Monterey County Sheriff's Office and Probation Department

RFP #10881
Telephone Services, Tablet Program, Video Visitation System Proposal

REDACTED COPY

Smart Communications

Different Culture.
Different Approach.
Different Outcome.

Communication, Automation, Intelligence

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Section 1

COVER LETTER (INCLUDING CONTACT INFO)

July 31, 2023

Mr. Jaime Ayala, MA III
Contracts and Purchasing Department
1488 Schilling Place
Salinas, CA 93901

Dear Mr. Ayala:

Smart Communications is pleased to submit our proposal in response to RFP #10881, Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and Probation Department.

As corrections' most innovative privately held corporation for more than a decade, we have been driven by our passion for innovation, resulting in the development and successful patenting of multiple technologies and services that have transformed correctional facilities all over the country. In fact, many of the technologies and services that are now commonplace in corrections, such as incarcerated persons (IPs) messaging/e-mail, digital requests and grievances, and electronic postal delivery, were first designed and implemented by Smart Communications.

Our proposal is to provide the County with a comprehensive IPs and youth communications system package composed of our SmartEvo™ Inmate Telephone System (ITS), SmartVisit™ Video Visitation System (VVS), SmartInmate™ Electronic Messaging System, SmartEntertainment™ Streaming Media Platform, as well as multiple other value-added technologies, services and benefits at ***no cost***.

Our proposed communications package is unique in that all systems are fully integrated within our secure, web-based SmartEcosystem™ Dashboard, providing a single location for authorized staff to access all system administration, monitoring, reporting, data sharing and investigation tools. This will reduce the burden on staff, as they will not have to learn how to effectively administer multiple new systems simultaneously.

Facilities partner with us to ensure seamless, scalable growth through a single, intuitive and affordable platform. While all-inclusive technologies are important, we understand that the team who delivers that technology is equally important to your staff and command. Rest assured that you will be supported 24/7 by the best client services team in the business. As the long-term partner of choice, we innovate for and build to the evolving needs of corrections, while serving our clients and those assigned to their care.

The greatest evidence of a company's ability to provide successful integration, timely service delivery and a true partnership is best demonstrated by current utilization, client references and testimonials. Smart Communications' client footprint has grown organically since our formation in 2009, from one account to more than 150 facilities throughout 29 states. Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***," which provides point of contact information for all our client partners. We invite you to reach out to any of our clients as this will provide direct feedback on how their partnership with Smart Communications has benefited their staff, IPs and the communities they serve.

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We are honored and excited about the opportunity to collaborate with the County and contribute to your long-term goals for the facilities, safety of the staff, and well-being of the incarcerated persons and youth. Our team is committed to delivering a solution that is tailored to your specific needs and requirements, and we welcome any customization requests or further discussions to ensure the success of this project.

Thank you for considering our proposal. If you have any questions or require further information, please do not hesitate to contact me at 888-253-5178 or jon.logan@smartcommunications.us.

Respectfully,



Jon Logan
CEO, Smart Communications

10491 72nd St., Seminole, FL 33777
Phone: 888-253-5178 | Fax: 941-761-5448

Cc: Jerome Anderson (Account Manager)

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SIGNATURE PAGE

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10881
ISSUE DATE: June 1st, 2023

RFP TITLE: Telephone, Tablet & Visitation Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON July 17, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US (831) 783 - 7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 7 copies, + 1 USB):

☑ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL
I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: Smart Communications Holding, Inc. Date 07/21/23

Signature: _____ Printed Name: Jon Logan, CEO

Street Address: 10491 72nd St.

City: Seminole State: FL Zip: 33777

Phone: (888) 253-5178 Fax: (941) 761-5448 Email: jon.logan@smartcommunications.us

License No. (If applicable): N/A

License Classification (If applicable): N/A

Prepared by Barbara Blythe, Buyer II for
Jaime Ayala, Management Analyst II

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RECEIPT OF SIGNED ADDENDA (IF ANY)

Addendum #1 – Issued 06/30/23|

COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: June 30, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #1

TO: All Interested Proposers

SUBJECT: Changes to Section 3.0 Calendar of Events

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047

AyalaJ@co.monterey.ca.us

Jon Logan, CEO
Company Representative

7/5/23
Date

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COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: July 14, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #2

TO: All Interested Proposers

SUBJECT: Questions submitted prior to the deadline & Responses to these.

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #2.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047
AyalaJ@co.monterey.ca.us

Jon Logan, CEO
Company Representative

07/17/23
Date

DECLARATIONS (IF ANY)

RESPONSE: Not applicable.

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Section 2 – EXPERIENCE & REFERENCES

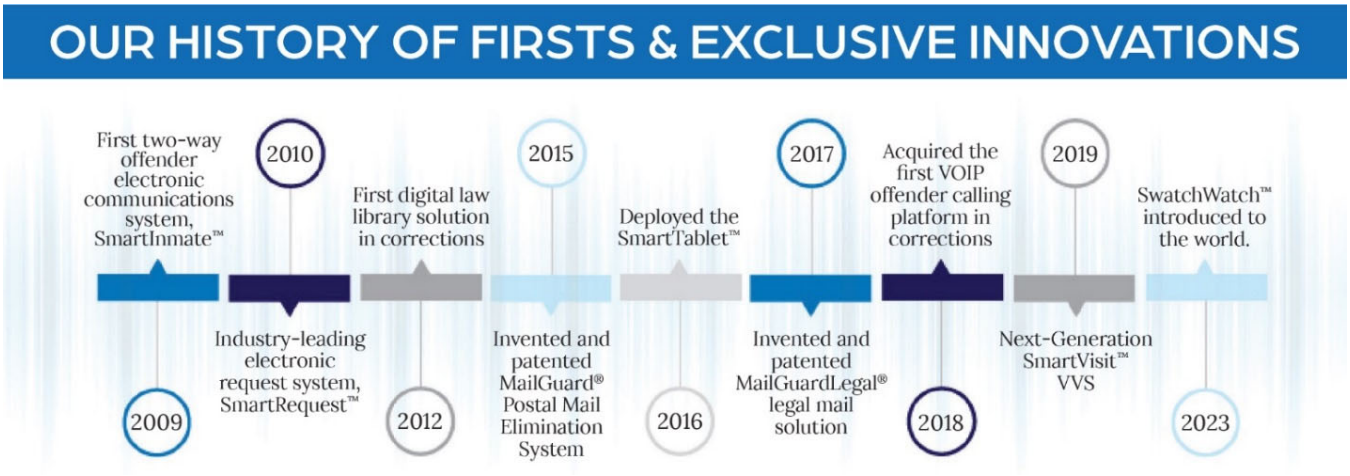
EXECUTIVE SUMMARY [8.2.1]

RESPONSE: Smart Communications is pleased to present our proposal in response to RFP #10881 for the provisioning of incarcerated persons (IPs) Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office (MCSO).

Our firm is corrections' most innovative and fastest growing IP communication technology company. For more than a decade, we have been driven by our passion for innovation, resulting in the development and successful patenting of multiple technologies and services that have transformed correctional facilities all over the country. In fact, many of the technologies and services that are now commonplace in corrections, such as IP electronic postal delivery, IP messaging/e-mail and digital requests and grievances, were first designed and implemented by Smart Communications.

In 2009, we launched SmartInmate™, the world's first two-way electronic messaging system exclusively designed for correctional use. SmartInmate™ not only changed the corrections environment by giving IPs access to a faster, more affordable option to stay connected with family and friends, it also provided an entirely new intelligence source to help investigators prevent and solve crimes. A year later, we launched SmartRequest™, the industry's first digital request/grievance/medical platform and deployed the first facility-wide digital law library.

The experience gained by deploying these new technologies and working directly with our facility partners gave us insight into the many challenges faced by correctional institutions and how we could use our technological expertise to provide solutions to overcome them. This solution-based approach led directly to the development of our proprietary SmartEvo™ Inmate Telephone System (ITS), the intelligent SmartVisit™ Video Visitation System (VVS), our patented, industry first MailGuard® Postal Mail Elimination and MailGuardLegal® Privileged Mail Systems, and more.



Our proposal is to provide the MCSO with a comprehensive IP communications system package composed of our turn-key SmartEvo™ ITS, SmartVisit™ Video Visitation System (VVS), SmartInmate™ Electronic Messaging System, SmartEntertainment™ Streaming Media Platform, as well as the following value-added technologies, services and benefits at ***no cost***:

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- SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools
- Patented MailGuard® Postal Mail Elimination System service ($324,000.00 annual value)*
- Patented MailGuardLegal® System service ($324,000.00 annual value)*
- Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)
- All hardware with installation and software upgrades
- Full-time, On-site Certified Technician (OCT) ($75,000.00 annual value)*
- 24/7/365 live, U.S.-based customer and technical support
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- SmartInmate™ Electronic Messaging System service, including two ***free*** SmartInmate™ messages every week for each IP ($46,800.00 annual value)*
- ***Free*** Remote VVS service for attorney and public defenders
- ***Free*** unlimited Attorney Messaging with Legal Document delivery and eSignature functionality
- SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs
- SmartLaw™ Digital Law Library ($20,000.00 annual value)*
- Debit Release Card System

*Based on an IP average daily population (ADP) of 900.

TOTAL VALUE-ADDED TECHNOLOGIES, SERVICES & BENEFITS OVER 5-YEAR CONTRACT TERM

$3,949,000.00+

Our proposed IP communications package is unique in that all systems are fully integrated in our secure, web-based SmartEcosystem™ Dashboard, providing a single location for authorized staff to access all system administration, monitoring, reporting, data sharing and investigation tools. The centralization and unification of these systems substantially reduces staff burden while maximizing operational efficiency. Since the SmartEcosystem™ Dashboard is web-based, it can be accessed on-site or remotely on any computer with an Internet connection – no additional hardware or software is required.

To strengthen the County's budget, our offer also includes:



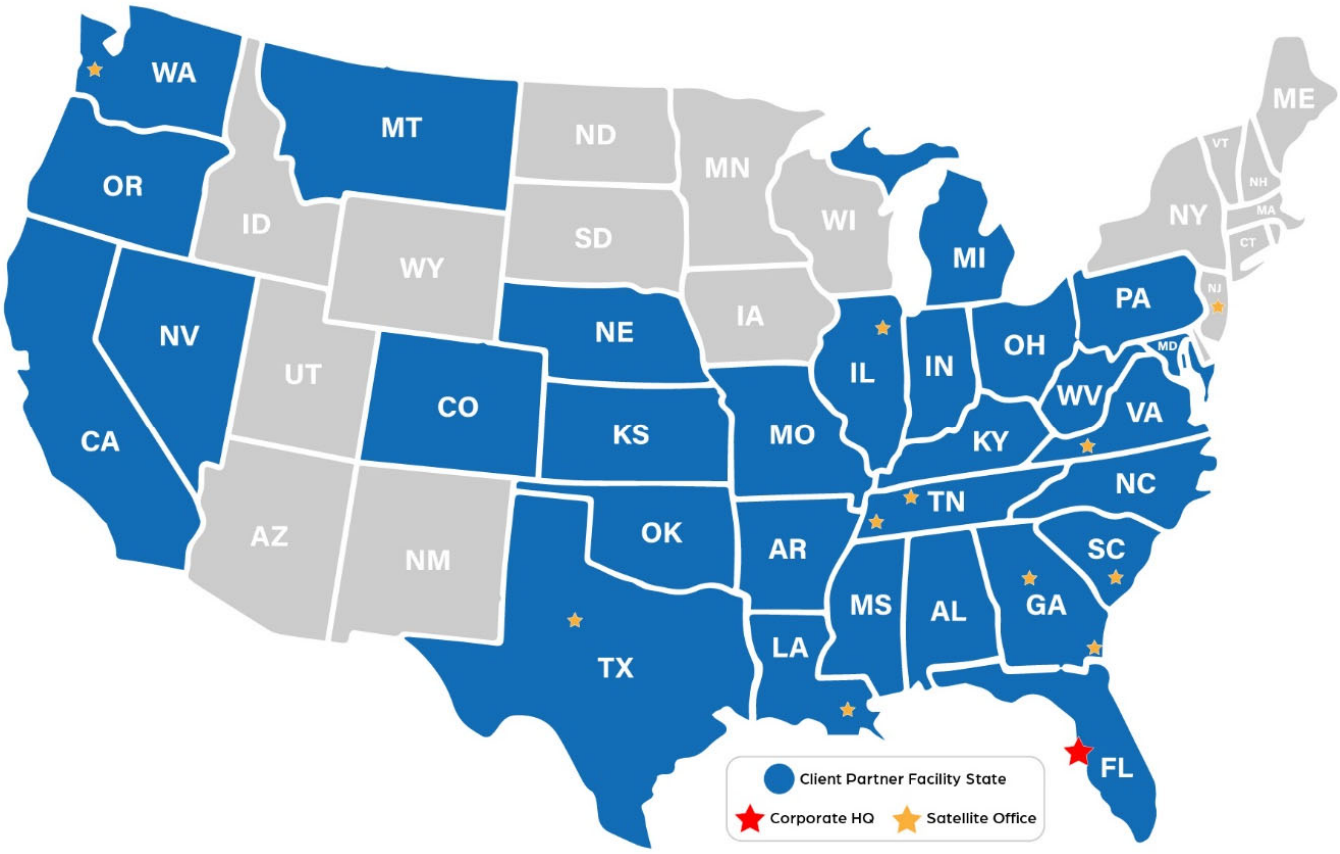
- **$0.01/minute on all paid SmartEvo™ ITS calls with $125,000.00 Minimum Annual Guarantee (MAG) commission**
- **50.0% commission on total gross SmartVisit™ VVS remote video visitation session revenue**
- **50.0% commission on total gross SmartEntertainment™ revenue**
- **20.0% commission on total gross SmartInmate™ Electronic Messaging System revenue**
- **100.0% commission on total gross SmartEvo™ ITS Inbound Voicemail eXchange (VMX™) revenue provided at a fixed rate of $1.00/voicemail.**

For complete offer details, please refer to item ***Offer (Attachment A)***.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency

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Current utilization, client references and testimonials are the most compelling indicators of a company's ability to deliver successful integration and prompt service as well as establish genuine partnerships. Smart Communications exemplifies these qualities through its remarkable growth over 13 years, organically expanding from a single account to encompassing more than 150 facilities across 29 states.



Our notable collaborations include institutions such as the Pennsylvania Department of Corrections, accommodating over 50,000 IPs, and the Federal Bureau of Prisons. For a comprehensive overview of our client partners and testimonials, please consult "***Exhibit A: Confidential Client Partner List and Testimonials***," which contains relevant contact information. We encourage you to directly engage with any of our clients to gain firsthand insights into the advantages they have experienced through their partnership with Smart Communications, benefiting their staff, IPs and the communities they serve.

A key factor contributing to our company's impressive growth and success is our bold approach to innovation. Millions of dollars of our revenues are invested in the research and development of new technologies designed to help IPs stay better connected with their loved ones as well as enhance facility safety and efficiency. Our engineering and software development teams are first to create the new technologies other corrections vendors try to duplicate. Moreover, we are proud to note that our vice-presidents of engineering/software development and network operations team introduced the first purpose-built IP Phone Control System (IPCS) in 1986 and the first Voice-over-Internet-Protocol (VoIP) IPCS in 2000. As such, critical elements of our SmartEvo™ ITS have over 30 years of experience and deployments in correctional institutions of all sizes, both domestically and abroad.

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In contrast to vendors that are owned and controlled by private equity funds, Smart Communications stands as a privately owned company and is not for sale. Our dedicated executives and exceptional team of employees are personally invested in the company's success and committed for the long haul. We take pride in the fact that all our technologies and services are developed, managed, supported and enhanced internally. This approach guarantees the needs and interests of our valued client partners are prioritized, ensuring they receive the swiftest and most superior level of service and support possible.

At Smart Communications, we uphold exceptional standards in all aspects of our operations. This encompasses the way we value our employees, our commitment to ethical and legal business practices, and most importantly, our dedication to serving our client partners. We take pride in maintaining an untarnished reputation. Unlike our competitors, we have never experienced security breaches compromising data, engaged in illegal recording of attorney calls, misused call recipient cell phone location technology, faced multiple class action lawsuits, or incurred fines from regulatory agencies.

Another benefit of partnering with Smart Communications, is that the MCSO will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.



The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:

- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms

It would be our honor to be selected to demonstrate and openly discuss how our innovation, responsiveness, affordability and ethical business practices can play a vital role in enhancing MCSO safety, security and efficiency, as well as staff and IP welfare.

If you have any questions or would like to discuss our proposal in more detail, please do not hesitate to contact me directly via email jon.logan@smartcommunications.us or phone 888-253-5178.

Thank you for your consideration.

Respectfully,



Jon Logan
CEO - Smart Communications

PRE-QUALIFICATIONS/LICENSING

RESPONSE: Smart Communications is an experienced incarcerated persons (IPs) communication technology and service provider. Many of the of the same technologies and services we are proposing to the Monterey County

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Sheriff's Office and Probation Department and currently utilized as the City of Santa Ana County Jail and are currently being installed at all seven correctional facilities operated by the San Diego County Sheriff's Office.

The following documentation is presented in response to item **#8.2.2.2 Licenses/Certifications** of the proposal to provide further evidence that our firm is qualified to provide services to the County:

- State of California Certificate of Qualification (#4269I46)
- FCC Form 499 Flier Database Detailed Information (FRN #0028168466)
- Smart Communications' Interstate and International Institutional Service, Rates, Terms and Conditions
- California Public Utilities Commission Interexchange Carrier Telephone Corporation Registration (Filed 10/20/22)
- General Liability, Worker's Compensation and CyberRisk Liability Insurance Certificates

Additionally, Smart Communications holds and maintains the following certifications and accreditations:

- **Payment Card Industry (PCI)**: Smart Communications is subject to and maintains PCI compliance through annual self-assessments (SAQ-D) and quarterly security scans of in-scope systems using a qualified scanning agent. Our internal security policies provide for additional security measures above and beyond what PCI compliance requires.
- **Customer Proprietary Network Information (CPNI)**: Smart Communications is in compliance with the commissions CPNI rules per ANNUAL 47 C.F.R. S: 64.2009 € Certification for 2020 EB Docket 06-03.

QUALIFICATIONS [8.2.2]

8.2.2 Proposer shall list its qualifications to include but not limited to:

8.2.2.1 Years of experience as primary service provider

RESPONSE: Smart Communications has 13 years of experience as a primary service provider.

8.2.2.2 Licenses/Certifications

RESPONSE:

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State of California Certificate of Qualification (#426I946)|

4269146

State of California
Secretary of State

CERTIFICATE OF QUALIFICATION

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that on the **22nd day of April 2019**, **SMART COMMUNICATIONS HOLDING, INC.**, a corporation organized and existing under the laws of **Florida** , complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 29, 2019.



ALEX PADILLA
Secretary of State

tlp

NP-25 (REV 02/2019)

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4269146

Secretary of State
Statement and Designation by Foreign Corporation

S&DC-S/N

IMPORTANT — Read Instructions before completing this form.

Must be submitted with a current **Certificate of Good Standing** issued by the government agency where the corporation was formed. See Instructions.

Filing Fee – **$100.00** (for a foreign stock corporation) or **$30.00** (for a foreign nonprofit corporation)

Copy Fees – First page $1.00; each attachment page $0.50; Certification Fee - $5.00

Note: Corporations may have to pay minimum $800 tax to the California Franchise Tax Board each year. For more information, go to *https://www.ftb.ca.gov.*

FILED
Secretary of State
State of California
APR 22 2019

This Space For Office Use Only

1. **Corporate Name** (Go to *www.sos.ca.gov/business/be/name-availability* for general corporate name requirements and restrictions.)

Smart Communications Holding, Inc.

2. **Jurisdiction** (State, foreign country or place where this corporation is formed - **must match** the Certificate of Good Standing provided.)

Florida

3. **Business Addresses** (Enter the **complete** business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

	City (no abbreviations)	State	Zip Code
a. Initial Street Address of Principal Executive Office - **Do not enter a P.O. Box** 10491 72nd Street	Seminole	FL	33777
b. Street Address of Principal Office in California, **if any - Do not enter a P.O. Box**		CA	
c. Mailing Address of Principal Executive Office, **if different than item 3a**			

4. **Service of Process** (Must provide either Individual **OR** Corporation.)

INDIVIDUAL – Complete Items 4a and 4b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is **not** a corporation)	Middle Name	Last Name	Suffix

b. Street Address (if agent is **not** a corporation) - **Do not enter a P.O. Box**	City (no abbreviations)	State	Zip Code
		CA	

CORPORATION – Complete Item 4c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 4a or 4b

CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE

5. **Read and Sign Below** (**See instructions.** Office or title not required.)

I am a corporate officer and am authorized to sign on behalf of the foreign corporation.

Signature

James P. Logan
Type or Print Name

S&DC-S/N (REV 03/2017)

2017 California Secretary of State
www.sos.ca.gov/business/be

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FCC Form 499 Filer Database Detailed Information (FRN #0028168466)

FCC Federal Communications Commission

FCC Form 499 Filer Database Detailed Information

FCC > CGB Home > FCC Form 499 Filer Database > FCC Form 499 Filer Database Detailed Information

FCC Form 499 Filer Database
DETAILED INFORMATION

Form 499 Filer 833166 RSS Feed

Filer Identification Information:

499 Filer ID Number:	833166
Registration Current as of:	Apr 1 2019 12:00AM
Legal Name of Reporting Entity:	Smart Communications Holding, Inc.
Doing Business As:	
Principal Communications Type:	Non-Interconnected VoIP (NVOIP)
Universal Service Fund Contributor: (Contact USAC at 888-641-8722 if this is not correct.)	No
Holding Company:	
Registration Number (CORESID):	0028168466
Management Company:	
Headquarters Address:	10491 72nd Street
City:	Seminole
State:	FL
ZIP Code:	
Customer Inquiries Address:	10491 72nd Street
City:	Seminole
State:	FL
ZIP Code:	
Customer Inquiries Telephone:	941-799-1586
Other Trade Names:	

Agent for Service of Process:

Local/Alternate Agent for Service of Process:	
Telephone:	
Extension:	
Fax:	
E-mail:	
Business Address of Agent for Mail or Hand Service of Documents:	
City:	
State:	
ZIP Code:	

D.C. Agent for Service of Process:	
	Corporation Service Company
Telephone:	888-690-2882
Extension:	
Fax:	202-408-3141
E-Mail:	sop@cscinfo.com
Business Address of D.C. Agent for Mail or Hand Service of Documents:	1090 Vermont Avenue, NW
City:	Washington
State:	DC
ZIP Code:	

FCC Registration Information:

Chief Executive Officer:	James Logan
Business Address:	10491 72nd Street
City:	Seminole
State:	FL
ZIP Code:	
Chairman or Other Senior Officer:	
Business Address:	
City:	
State:	
ZIP Code:	

Source: http://apps.fcc.gov/cgb/form499/499detail.cfm?FilerNum=833166. Available Online: October 8th, 2019.

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City: Seminole
State: FL
ZIP Code:

Chairman or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

President or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

Alabama
Arizona
California
Colorado
Florida
Georgia
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
New Jersey
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Wisconsin

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Federal Communications Commission
445 12th Street SW
Washington, DC 20554
More FCC Contact Information...

Phone: 1-888-CALL-FCC (1-888-225-5322)
TTY: 1-888-TELL-FCC (1-888-835-5322)
Fax: 1-866-418-0232

Source: http://apps.fcc.gov/cgb/form499/499detail.cfm?FilerNum=833166. Available Online: October 8th, 2019.

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Smart Communications' Interstate and International Institutional Service, Rates, Terms and Conditions|

Smart Communications Holding, Inc.
10491 72nd Street
Seminole, FL 33777

Posted: February 7, 2019

Interstate and International Institutional Service

Rates, Terms and Conditions

Provided by

SMART COMMUNICATIONS HOLDING, INC.

Posted: February 7, 2019

CHECK SHEET

Pages of this RTC, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original RTC and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	
Title	Original	*
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*
16	Original	*
17	Original	*
18	Original	*

* - indicates those pages included with this filing.

Posted: February 7, 2019

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Explanation of Symbols	3
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Section 3 - Service Descriptions and Rates	12

Posted: February 7, 2019

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

C - To signify Changed Regulation.

D - Delete or Discontinue

I - Change Resulting in an Increase to a rate

M - Moved from Another RTC Location

N - New

R - Change Resulting in a Reduction to a rate

S - Matter Appearing Elsewhere or Repeated for Clarification

T - Change in Text But No Change to Rate or Charge

V - Signifies Vintage RTC

Z - Correction

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's location to a Smart Communications switching center or designated point of presence.

Ancillary Service Charge – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

Automated Collect Call - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

Called Party - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of Smart Communications' automated collect service.

Company or Carrier - Smart Communications Holding, Inc., unless otherwise clearly indicated by the context.

Commission - The Federal Communications Commission.

Correctional or Confinement Institutions - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

Customer or End User - The person, firm, corporation or other entity which uses Smart Communications' service and is responsible for payment of charges and compliance with the Company's tariff.

Inmates - The jailed or confined population of correctional or confinement institutions.

Jail – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

Smart Communications- Used throughout this tariff to mean Smart Communications Holding, Inc.

LEC - Local Exchange Company.

Prison – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

RTC – Refers to this Rates, Terms and Conditions document.

Subscriber - The correctional institution that contracts with the Company for the provision of automated operator assisted telecommunications services for use by inmates and other incarcerated persons.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Smart Communications Holding, Inc.

Smart Communications' services and facilities are furnished for communications originating at correctional or confinement institutions between locations within the United States and foreign countries. The terms of this RTC apply to Smart Communications' interstate and international calls.

Smart Communications provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this RTC. Smart Communications may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, to allow connection of a Subscriber's location to the Smart Communications services.

The Company's services and facilities are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the institution.

2.2 Limitations

2.2.1 Smart Communications provides calling services to inmates and other incarcerated persons in confinement/correctional institutions.

2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this RTC.

2.2.3 Smart Communications reserves the right to suspend or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this RTC, or in violation of the law.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.5 Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Use

Services provided under this RTC may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this RTC.

2.4 Assignment and Transfer

All facilities provided under this RTC are directly or indirectly controlled by the Company. Service may not be transferred or assigned without the express written consent of the Company. All regulations and conditions contained in this RTC shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.5 Terminal Equipment

Company-provided facilities and service may be used with or terminated in Company- or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between Smart Communications and the Customer. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Liabilities of the Company

2.6.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this RTC, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.6.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this RTC; or for any act or omission of the Customer, End User or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

2.6.3 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.6.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this RTC shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Taxes and Fees

2.7.1 FCC Universal Service Fund

In compliance with the FCC's Universal Service Orders, the Company is required to pay a percentage of its retail revenues to support the Universal Service Fund (USF).. This amount is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service cost recovery will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at: http://www.fcc.gov/omd/contribution-factor.html.

2.8 Payment for Service

2.8.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

2.8.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received by the Company within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received by the Company within thirty (30) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service, (Cont'd.)

2.8.3 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service or require establishment of a prepaid account or use of a debit account.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.8.4 Return Check Charge

A return check charge of $25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this RTC and pursuant to Federal law.

2.8.5 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid fifteen (15) days following the date printed on the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Refusal or Discontinuance by Company

2.9.1 Smart Communications may block calls or suspend service as applicable, for any of the following reasons:

A. For failure of the Customer to pay a bill for service when it is due.

B. For violation of any of the Company's rules and regulation as set forth herein.

C. For failure of the Subscriber to provide the Company reasonable access to its equipment and property.

D. For Subscriber's breach of the contract for service between the Company and the Subscriber.

E. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

F. In the event of fraudulent use of the service.

G. In the event of tampering with the Company's equipment.

H. In the event of a condition determined to be hazardous to the Customer or Subscriber, to the Company's equipment, the public, or to employees of the Company.

I. In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 911, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the institution.

2.11 Use of Recording Devices

Subscribers who use recording devices do so at their own risk. Subscribers may use a recording device only in compliance with the requirements of local, state, and federal laws.

2.12 Adjustment to Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

2.13 Contracts

Service is offered on a contractual basis to meet specialized requirements of correctional facilities. The terms of each contract shall be mutually agreed upon between the facility and the Company and may include discounts on rates contained herein, charges for specially designed non-telecommunications services, restrictions on the use of certain telephone services or other customized features.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

The Company offers domestic interstate and international automated operator assisted collect calling services for use by inmates and other incarcerated persons in correctional or confinement facilities. Inmate access to the Company's services may be restricted by the administration of the Institution served. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this RTC, intrastate service is offered in conjunction with interstate and international service.

Customers are charged individually for each call placed through the Company's network. Charges are based on individual contracts between the Company and Institutions.

3.2 Timing of Calls

3.2.1 Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this RTC.

3.2.2 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment.

3.2.3 Chargeable time for each call ends when one of the parties disconnects from the call.

3.2.4 Unless otherwise specified in this RTC, the minimum Initial Period for billing purposes is one (1) minute.

3.2.5 Unless otherwise specified in this RTC, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.

3.2.6 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will undertake an investigation of the circumstances of the call and issue a credit when appropriate.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.3 Institutional Automated Collect Service

Institutional Automated Collect Service is provided for use by inmates and other incarcerated persons in Correctional Institutions. Interstate service is offered in conjunction with intrastate service.

Service may be limited by the administrators of the institutions. Calls are billed to the Called Party. The Called Party must actively accept charges for the call.

Institutional Automated Collect Service allows inmates to make collect calls to terminating interstate and international locations as specified following. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is automatically terminated.

Use of the automated collect calling service is subject to the rules and regulations of this RTC and the institution's administrative restrictions.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.4 Prepaid Institutional Calling Services

3.4.1 General

Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The called party is automatically informed of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. A reminder message is also provided when the account balance has one minute of usage remaining. All calls must be charged against an account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the account is insufficient to continue the call.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires six months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

Two options are available with Prepaid Institutional Calling Services. The first option, the Prepaid Debit Account, allows the inmate to set up his/her own prepaid account at the Confinement Institution; the second option, Prepaid Collect Service, allows the Called Party who receives collect calls from inmates to set up his/her own prepaid account.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.4 Prepaid Institutional Calling Services, (Cont'd.)

3.4.1 General, (Cont'd.)

A. Option A: Prepaid Debit Account

With a Prepaid Debit Account, the inmate is assigned a Personal Identification Number (PIN.) When the inmate places a call, he/she enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the inmate's debit account via the Institution; it does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

B. Option B: Prepaid Collect Service

Prepaid Collect Service is available for use by individuals who receive collect calls from inmates in Confinement Institutions. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a vendor.

There are no minimum deposit amounts required. Additional payments will be accepted with a $50.00 payment maximum. Initial and additional payments into the account may be made by cashier's check, money order, credit card, debit card, electronic checking or Western Union. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Institutional Contract Service Rates - Domestic Interstate

3.5.1 Institutional Collect Service Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.25

3.5.2 Institutional Prepaid Collect Service Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.21

3.5.3 Institutional Pin Debit Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.21

3.5.4 Institutional Debit Card Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.21

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.6 Institutional Contract Service Rates – International

3.6.1 Institutional Prepaid Debit

A. **Rates and Charges**

Contract Rates	Per Minute Charge
All Contracts	$1.50

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.7 Ancillary Service Charges

3.7.1 Automated Payment Fees (where available) – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees $3.00

3.7.2 Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee $5.95

3.7.3 Paper Bill/Statement Fees – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees $2.00

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California Public Utilities Commission Interexchange Carrier Telephone Corporation Registration (Filed 10/20/22)|

CPUC - Service Lists - A2210018

ia.cpuc.ca.gov/servicelists/A2210018_91462.htm

CALIFORNIA PUBLIC UTILITIES COMMISSION
Service Lists

Proceeding: A2210018 - Application of Smart
Filer: Smart Communications Holding, Inc.
List Name: LIST
Last changed: April 18, 2023

Back to Service Lists Index

Parties

JONATHAN LOGAN
CEO & DIRECTOR
SMART COMMUNICATIONS HOLDING, INC.
10491 72ND STREET
SEMINOLE, FL 33777
FOR: SMART COMMUNICATIONS HOLDING, INC.

Information Only

SEANEEN WILSON
CALIF PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE LAW JUDGE DIVISION
AREA
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

KIEUCHINH TRAN
CALIF PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE LAW JUDGE DIVISION
300 Capitol Mall
Sacramento, CA 95814

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Proceeding Detail

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A2210018 - Proceeding

Filed By:	Smart Communications Holding, Inc.
Service Lists:	Service List 1
Industry:	Communications
Filing Date:	October 20, 2022
Category:	Ratesetting
Current Status:	ACTIVE
Description:	Application of Smart Communications Holdings Inc. for Registration as an Interexchange Carrier Telephone Corporation Pursuant to the Provisions of Public Utilities Code Section 1013.
Staff:	ALJ: Kieuchinh Tran (Assigned Mar 23, 2023) ALJ: Seaneen Wilson (Assigned Apr 18, 2023) COMMISSIONER: Karen Douglas (Assigned Mar 23, 2023)

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General Liability, Worker's Compensation and CyberRisk Liability Insurance Certificates|

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BKS Partners 4211 W. Boy Scout Blvd Ste 800 Tampa FL 33607	CONTACT NAME: PHONE (A/C, No. Ext): 813-470-5023 FAX (A/C, No): 813-221-1857 E-MAIL ADDRESS:
INSURED SMART-3 Smart Communications Holdings, Inc. 10491 72nd Avenue Seminole FL 33777	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co — 25674 INSURER B : Phoenix Insurance Company — 25623 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 515854578 **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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			H-630-4W089833-TIL-23	2/9/2023	2/9/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-3W476872-23-I3-G	2/9/2023	2/9/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-8M341133-23-I3	2/9/2023	2/9/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability Tech/E&O incl Cyber & Media			ZPL51M75655-23-I3	2/9/2023	2/9/2024	Each Occurrence Aggregate	3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

For Insurance Purposes Only

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	CONTACT NAME: PHONE (A/C, No, Ext): (877) 266-6850 FAX (A/C, No): E-MAIL ADDRESS: pbscerts@paychex.com
INSURED Paychex PEO Holdings LLC Alt. Emp; Smart Communications Collier Inc 911 Panorama Trail South Rochester, NY 14625	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Zurich Insurance Company — 40142 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 23FL0951018785 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 12-68-329-03	06/01/2023	06/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2023	06/01/2024	Client# 20010808-FL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Smart Communications Collier Inc
10491 72nd St
Seminole, FL 33777

CERTIFICATE HOLDER

Proof of Coverage
10491 72nd St
Seminole , FL 33777

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
Mary P Storti

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Claims-Made: The Liability Insuring Agreements are provided on a Claims-Made basis, and cover only *Claims* first made during the *Policy Period*, or any applicable extended reporting period. Please read the Policy.

Defense Within Limits: The Limit available to pay settlements or judgments will be reduced, and may be completely exhausted, by *Defense Costs*, and any retention will be applied against *Defense Costs*.

A limit left blank for a coverage means that such coverage is not included. An entry for any other provision left blank means that such provision does not apply.

The Insurer has the duty to defend *Claims*.

CyberRisk Aggregate Limit: $3,000,000

Liability	**Limit**	**Retention**
Privacy and Security	$3,000,000	$25,000
Payment Card Costs		Subject to Privacy And Security Retention
Media	$3,000,000	$25,000
Technology Errors And Omissions	$3,000,000	$25,000
Regulatory Proceedings		
Breach Response	**Limit**	**Retention**
Privacy Breach Notification	$1,000,000	$25,000
Computer and Legal Experts	$1,000,000	$25,000
Betterment		
Cyber Extortion	$1,000,000	$25,000
Data Restoration	$100,000	$10,000
Public Relations	$1,000,000	$25,000
Cyber Crime	**Limit**	**Retention**
Computer Fraud	$100,000	$10,000
Funds Transfer Fraud	$100,000	$10,000
Social Engineering Fraud		
Telecom Fraud	$100,000	$10,000
Business Loss	**Limit**	**Retention**
Business Interruption	$1,000,000	
Dependent Business Interruption	$250,000	
Dependent Business Interruption – System Failure		
Dependent Business Interruption – Outsource Provider		
Dependent Business Interruption – Outsource Provider – System Failure		
Reputation Harm		

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System Failure $100,000

Additional First Party Provisions

Accounting Costs Limit:

Betterment Coparticipation: %

Period Of Restoration: 180 days

Period Of Indemnity: days

Wait Period: 72 hours

Business Loss Retention:

Emergency Costs Limit:

Knowledge Date:

P&P Date:

Retro Date: February 09 2015

Extended Reporting Period

Months	Percentage of Annualized Premium
	%

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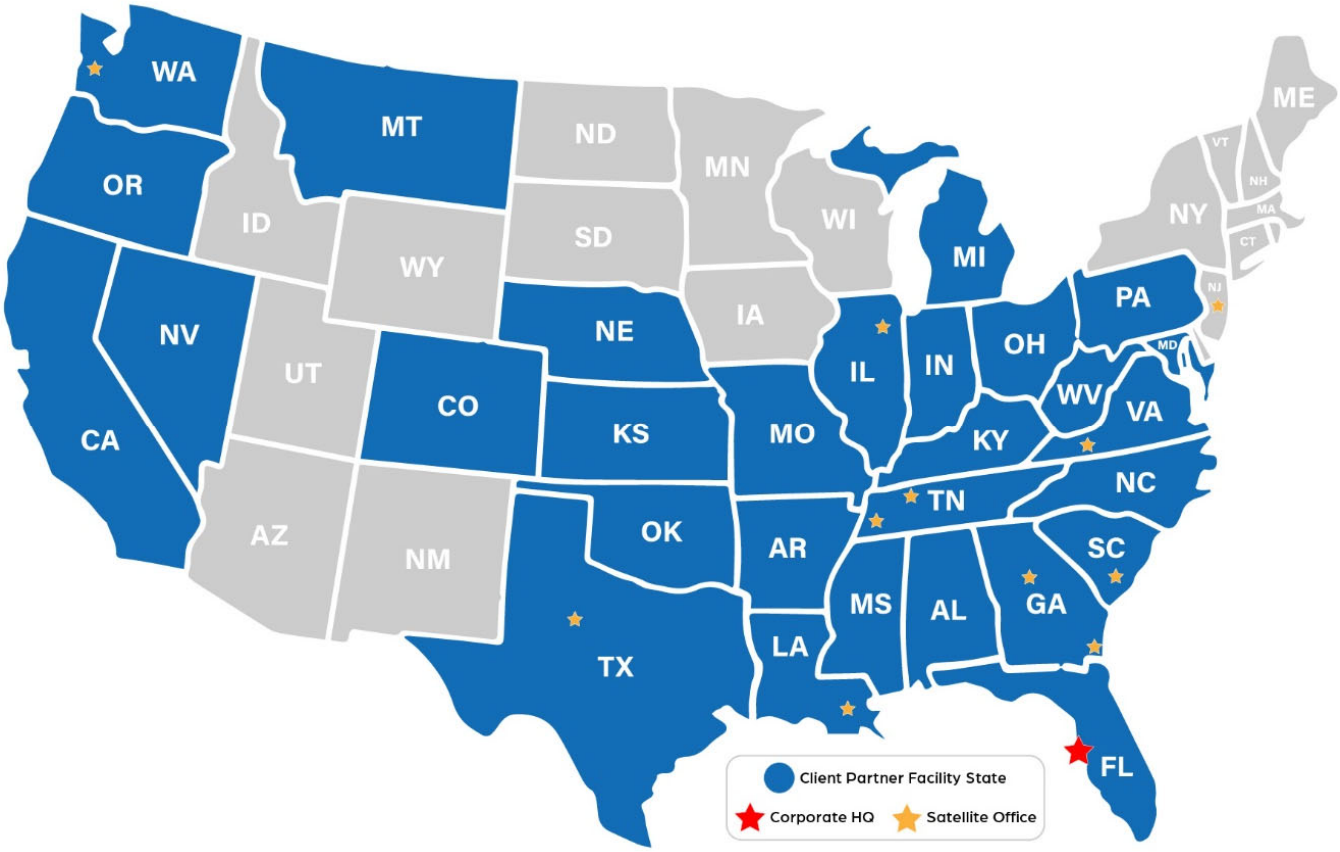
8.2.2.3 Key Personnel's Names and Experience for:

8.2.2.3.1 Executive Team

8.2.2.3.2 Project Implementation Management

8.2.2.3.3 Ongoing Executive Support

RESPONSE: Smart Communications has been researching, developing and providing inmate communication solutions for over a decade. We provide our technologies and services to over 150 different correctional facilities in 29 states.

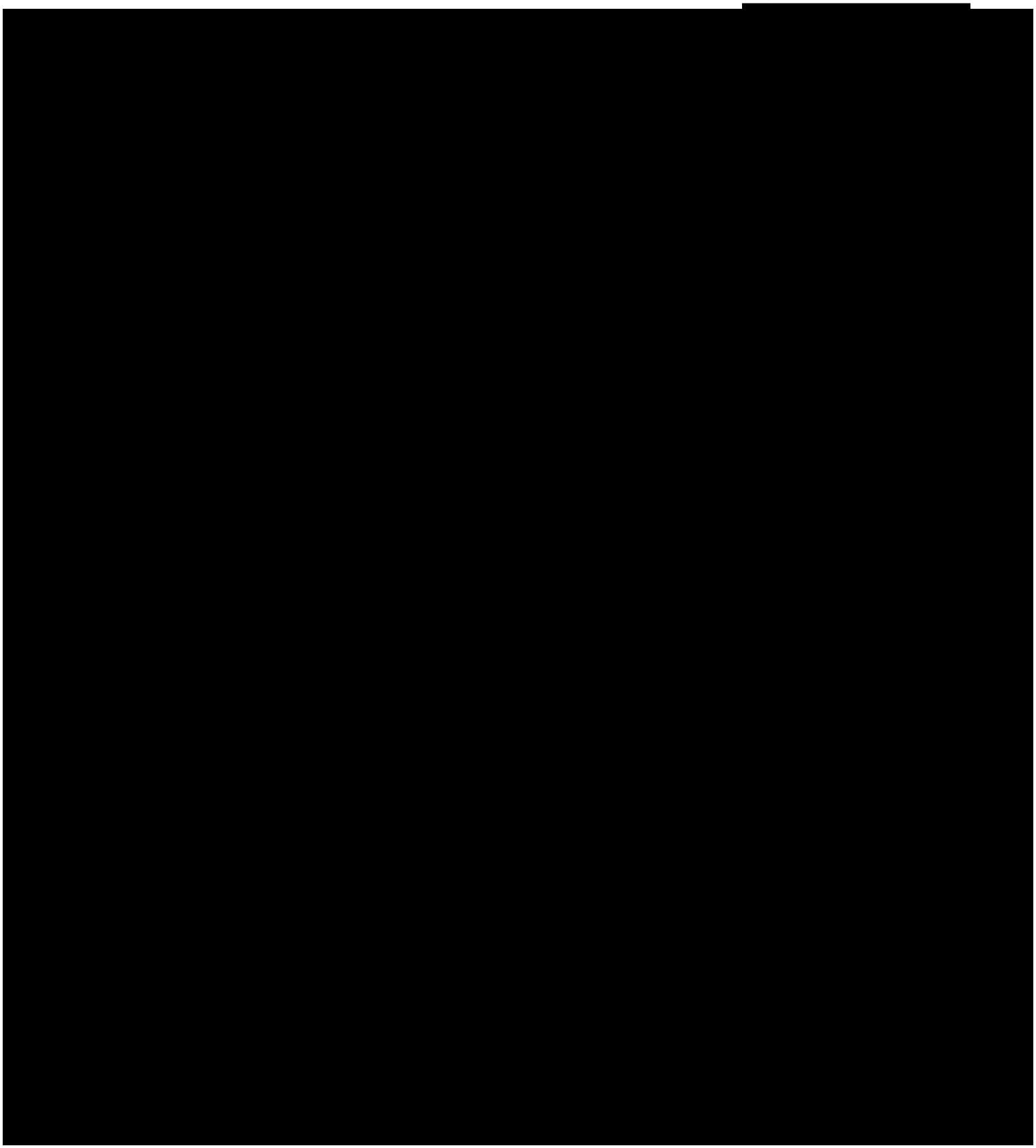


This experience has provided us with a thorough understanding of the complexities and security concerns associated with operating in a correctional facility, as well as the know-how to deliver solutions in a timely manner and provide ongoing support. We are confident we have the experience, technology and resources necessary to meet and exceed the requirements for this project.

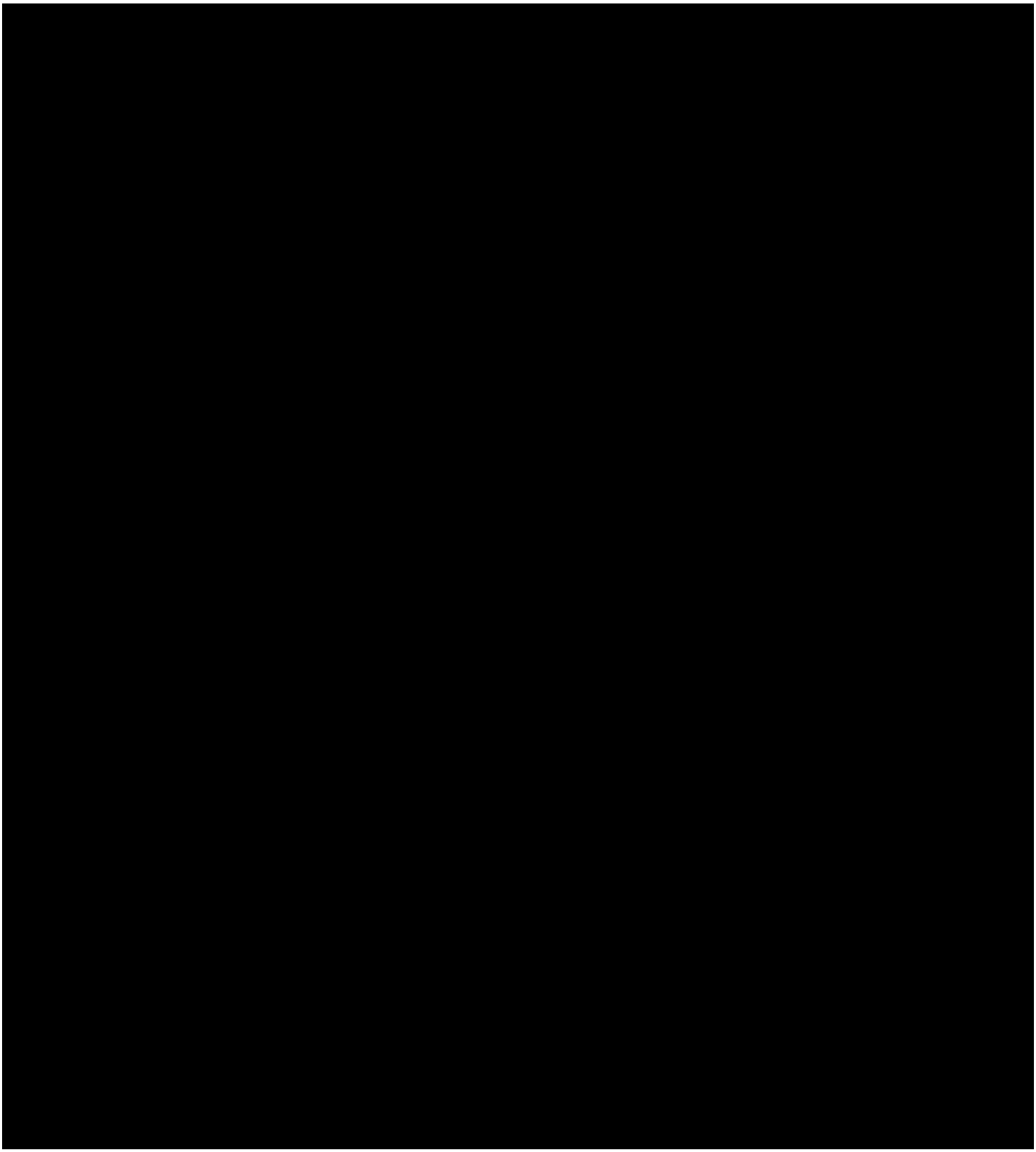
Headquartered in Seminole, FL, with various satellite offices located throughout the country, Smart Communications employs over 100 individuals, including strategically located and experienced account and technical service representatives.

The following Smart Communications team members will be involved to ensure the successful implementation and ongoing support for this project.

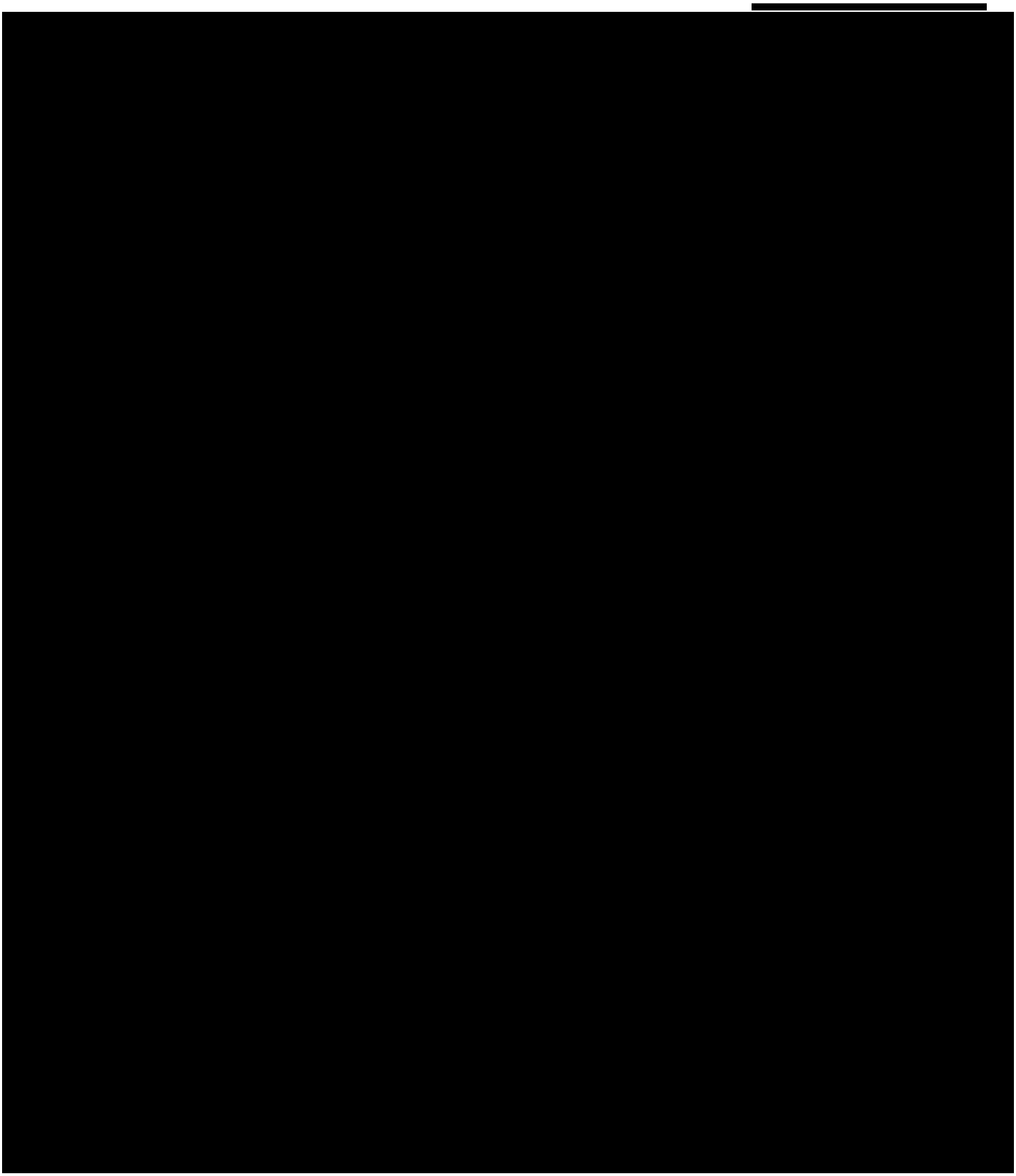
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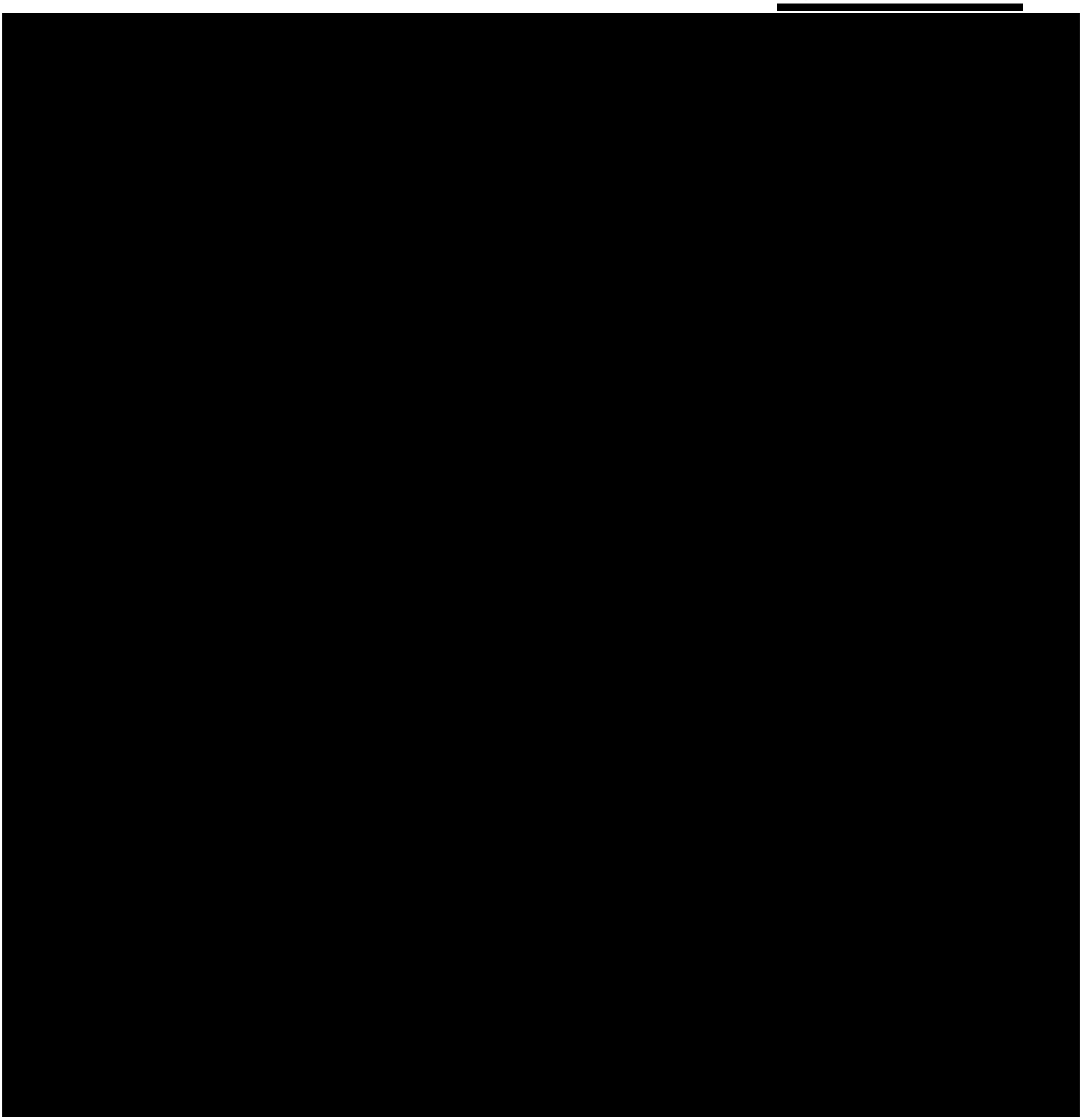
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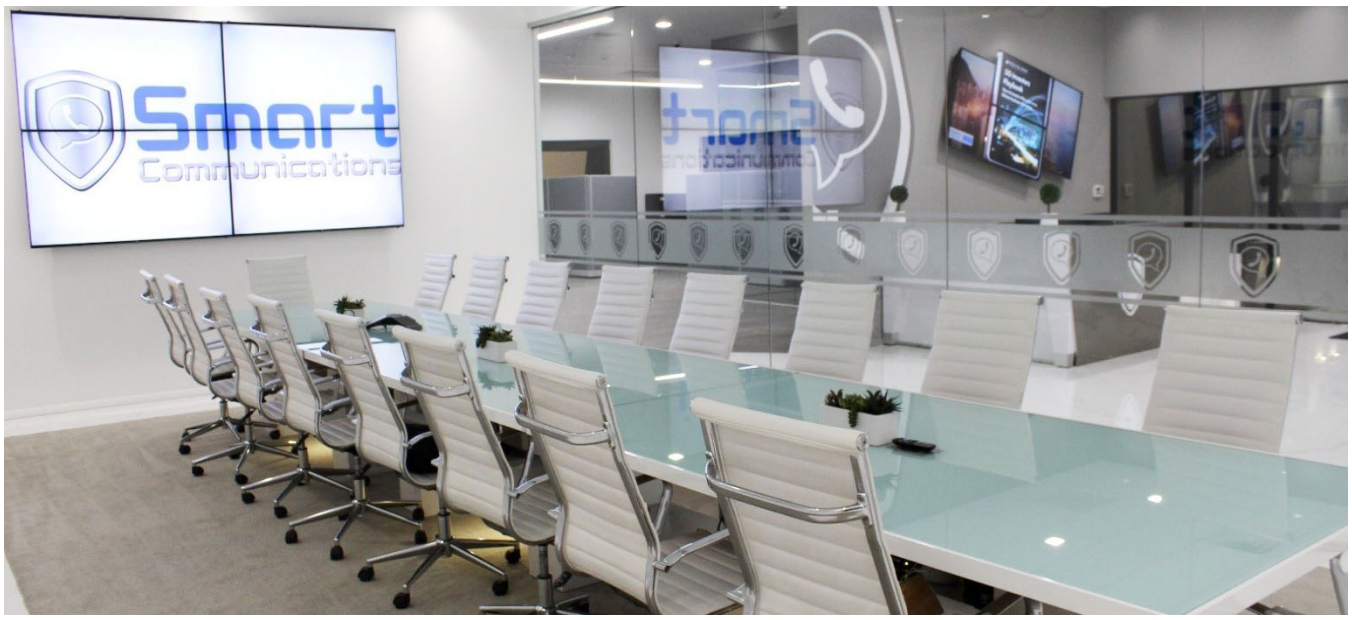
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8.2.2.4 Disaster Recovery Plan

RESPONSE: Smart Communications is well-prepared to respond quickly and effectively should an emergency or disaster strike. As an ongoing part of daily operations, Smart Communications' teams are fully prepared for emergency restoration of facilities. We have assembled plans and procedures to be followed during such an event to minimize the impact catastrophic network outages have on our customers. Our highly trained personnel have the equipment, materials and skills to effectively deal with emergency/disaster events that may threaten the operations of the technologies and services we provide to our clients.

The information presented below details the requirements and steps that will be taken for the recovery from any emergency/disaster affecting services at Smart Communications' facilities or our clients' facilities with the fundamental goal of allowing basic business functions to resume and restoring all systems to pre-emergency/disaster functionality.

Three basic strategies are incorporated in Smart Communication's Emergency/Disaster Recovery Plan:



PREVENTION

Smart Communications' communications infrastructure is designed to provide dependable high-quality services to customers and to reduce downtime with maximum availability. This infrastructure depends on the integrity and proper functioning of a variety of hardware, software and network components. Aspects of this infrastructure are at risk any time one or more of these components fail. Smart Communications takes proactive steps to minimize both the occurrence and the impact of situations that have the potential to interrupt services provided to the inmate or jeopardize the facility's data, such as call records or recording.

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To help avoid disasters resulting from equipment failure and minimize the effects of other types of disasters, Smart Communications has deployed a robust, redundant network infrastructure and fault-tolerant computer-controlled communications system with redundant off-site data storage.

Smart Communications maintains three geographically disparate, redundant, secure data centers with the ability to switch both data and voice traffic from one facility to the other. Each data center utilizes redundant Internet services, multiple power feeds, and provides battery backup and generator power in the event of an emergency. All network components are redundant with automatic failover to prevent unexpected downtime. Access to the data centers is limited to IT staff with a specific need to enter.

The data centers host our redundant communications technology platforms, including servers, databases, media storage and software. All servers utilize internal redundancy, such as multiple power supplies on different electrical circuits, hard drives in RAID configuration, and teamed network connections to multiple network switches, in turn, connected to different electrical circuits and cross-connected to mesh traffic. Data at the data centers is backed up via an encrypted off-site backup service every four hours.

Smart Communications' call centers and Network Operations Center (NOC) are housed in mission-critical facilities, providing redundant power grid service from two geographic sources as well as multiple generator units and a multi-week fuel supply. Telecom and data services are also redundant at each facility, minimizing the risk of a total service outage. Smart Communications' 24/7/365 NOC is responsible for maintaining the network infrastructure that supports the hardware and services provided at all Agency facilities. The NOC continuously monitors the health, security and capacity of all communications equipment, applications and associated networks to help ensure 99.99% uptime with uninterrupted, reliable operations.

DETECTION

All Smart Communications' communications equipment, applications and associated networks are monitored and analyzed in real time. This includes all the communications equipment, applications and associated networks at each Agency facility. Proactive monitoring allows Smart Communications to diagnose and resolve issues before they become a problem and affect service.

If an issue is anticipated or has been identified, Smart Communications' experienced NOC personnel take immediate corrective action to resolve the issue remotely. If our NOC is unable to resolve the issue remotely, a certified regional Field Service Technician will be dispatched to the facility.

In the event of an emergency/disaster that causes a total loss of services to a facility, Smart Communications' NOC will have complete ownership and control to carry out its emergency response and recovery procedures. Our NOC will keep the County points of contact fully informed of the status of recovery efforts. Progress reports will be provided at an agreed upon interval until all services are fully restored.

RECOVERY

Smart Communications' Emergency/Disaster Recovery Plan takes into account all steps necessary to resume normal operation in the event of a natural or technical failure. Smart Communications' Emergency/Disaster Recovery Plan addresses the emergency recovery of services in the event of a natural or manmade disaster that has caused damage or service disruption to the communications systems at any Agency facility.

With Smart Communications' hosted communication systems, there are very few on-site hardware components. However, these components are monitored for operation and an event during a local disaster may interrupt their operation. When this is the case, the issue can typically be diagnosed and resolved through remote access from Smart Communications' NOC. If the full extent of the damage cannot be determined by remote access or

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the problem cannot be resolved remotely, Smart Communications will immediately dispatch a local technician to perform additional diagnostics, and repair or replace the system components.

To ensure the highest level of service during an emergency/disaster, service technicians will carry enough equipment on their service vehicles to replace the affected hardware at the facility. Furthermore, additional hardware can be shipped from the warehouse and arrive on-site the day after the emergency/disaster. The technician will work with the NOC to restore service to the facility.

Network outage will be detected by the NOC and immediately acted upon. The NOC will work with the network provider and escalate as necessary to restore the services as quickly as possible.

In the event of a power failure, an uninterruptible power supply will provide temporary power for the entire system. In the absence of an emergency generator at the facility, the system will perform a safe shutdown to protect data upon expiration of the UPS. Once the power is restored, the system will reboot without human intervention and resume normal operations.

Throughout the restoration process, Smart Communications' NOC Team will keep the County points of contact fully informed of the status of recovery efforts.

Smart Communications' Emergency/Disaster Recovery Plan addresses the emergency recovery of services in the event a natural or manmade disaster which has caused damage or service disruption to the communications systems at one of the data centers.

Smart Communications maintains three geographically disparate, redundant, secure data centers with the ability to switch both data and voice traffic from one facility to the other. An emergency/disaster that fully impacts the primary Data Center will be detected by the NOC and immediately acted upon. Most issues can be diagnosed and resolved through remote access from our NOC. If the full extent of the issue cannot be determined by remote access or the problem cannot be resolved remotely, Smart Communications will immediately dispatch a technician to the data center to perform additional diagnostics to repair and/or replace the system components.

If the outage is severe, the NOC will invoke emergency measures that will bring all the necessary internal teams together so the issue can be properly addressed in a timely manner. If necessary, the team will make arrangements to reroute both the data and voice traffic from the primary data center to one of the secondary data centers. Once the reroute of both the data and voice traffic from the primary data center to a secondary data center is complete, the NOC team will verify all communications equipment, applications and associated networks are working correctly. Once all traffic has been rerouted to a secondary data center and all services are operating correctly, the NOC team will begin the task rectifying issues with the primary data center.

SUMMARY

Smart Communications minimizes the risk to our Communications platforms by furnishing high-quality equipment that is properly installed, maintained and continuously monitored. Event recognition technology includes self-diagnostic equipment and software that keeps Smart Communications' NOC informed of system performance in real time. Redundancy of critical components safeguards system functionality and redundant data storage restoration is also available should it be needed.

Smart Communications is well prepared to respond quickly and effectively should an issue occur or disaster strikes. As an ongoing part of daily operations, Smart Communications' teams are fully prepared for emergency restoration of facilities. Smart Communications has assembled plans and procedures to be followed during such an event to minimize the impact catastrophic network outages have on our customers. In addition, our highly trained personnel have the equipment, materials, and skills to effectively deal with both minor and major events that may threaten the services we provide to the County.

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8.2.2.5 Notices of previous Violations, if any: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.

RESPONSE: Not applicable. Smart Communications nor its affiliated business entities has never received any notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation.

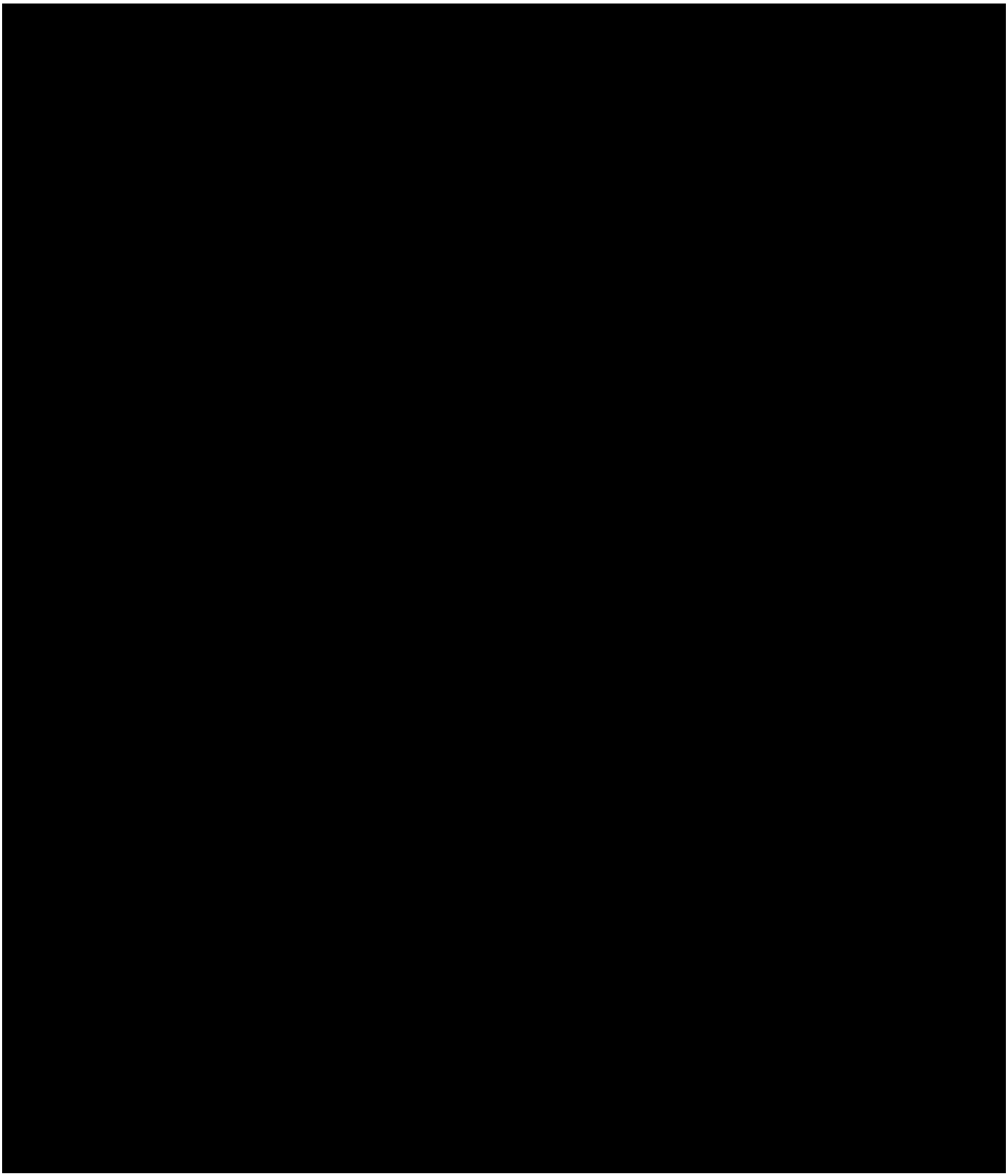
8.2.2.6 List of current and/or previous Sheriff's County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's:

8.2.2.6.1 Telephone System, Associated Services and Other Service Offerings – Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartEvo™ ITS.

[redacted]

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[redacted]

Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***" for additional information about other agencies we service.

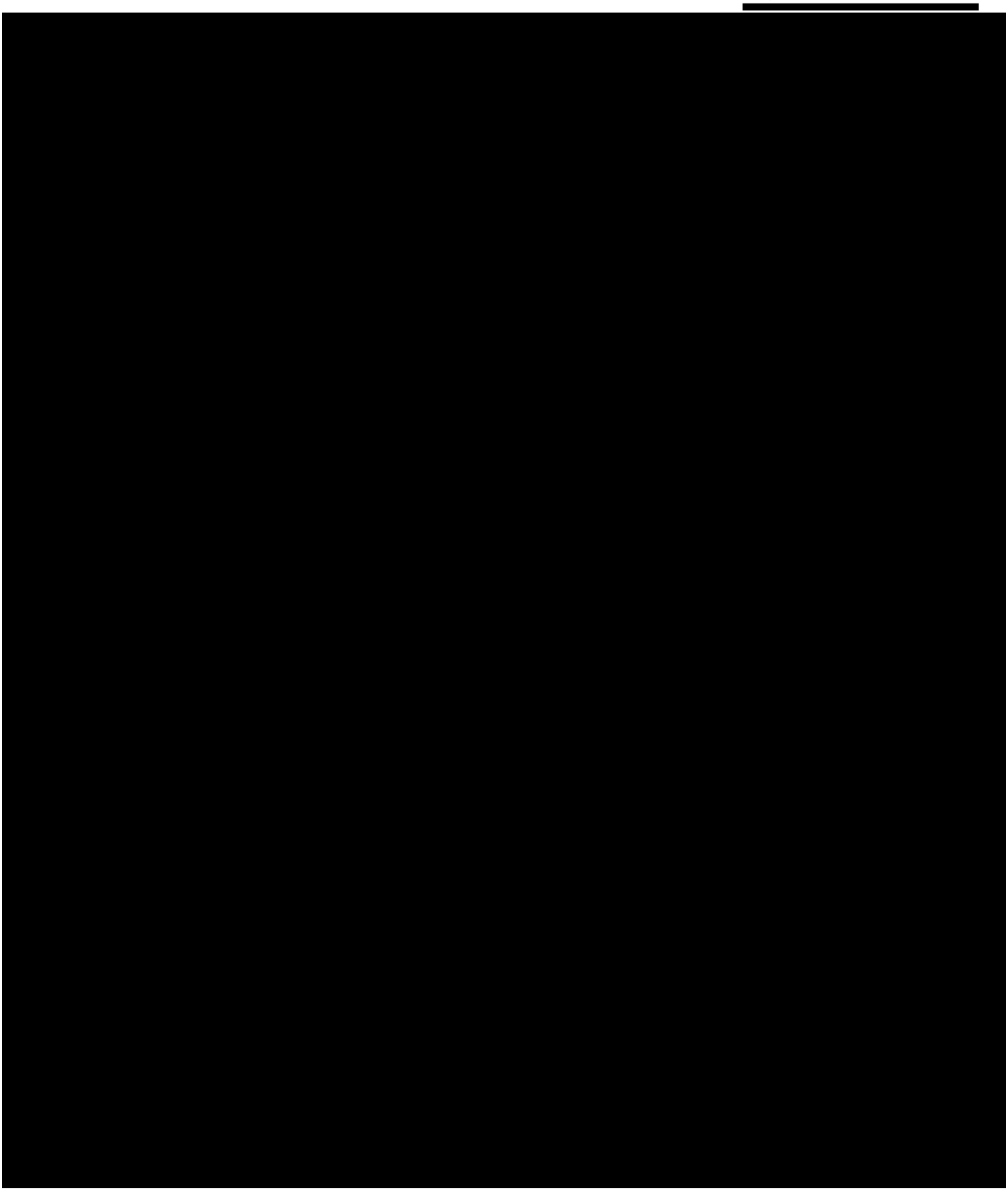
IMPORTANT NOTE*: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

8.2.2.6.2 Tablet Program and Tablets - Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartTablet™ devices and programs:

[redacted]

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[redacted]

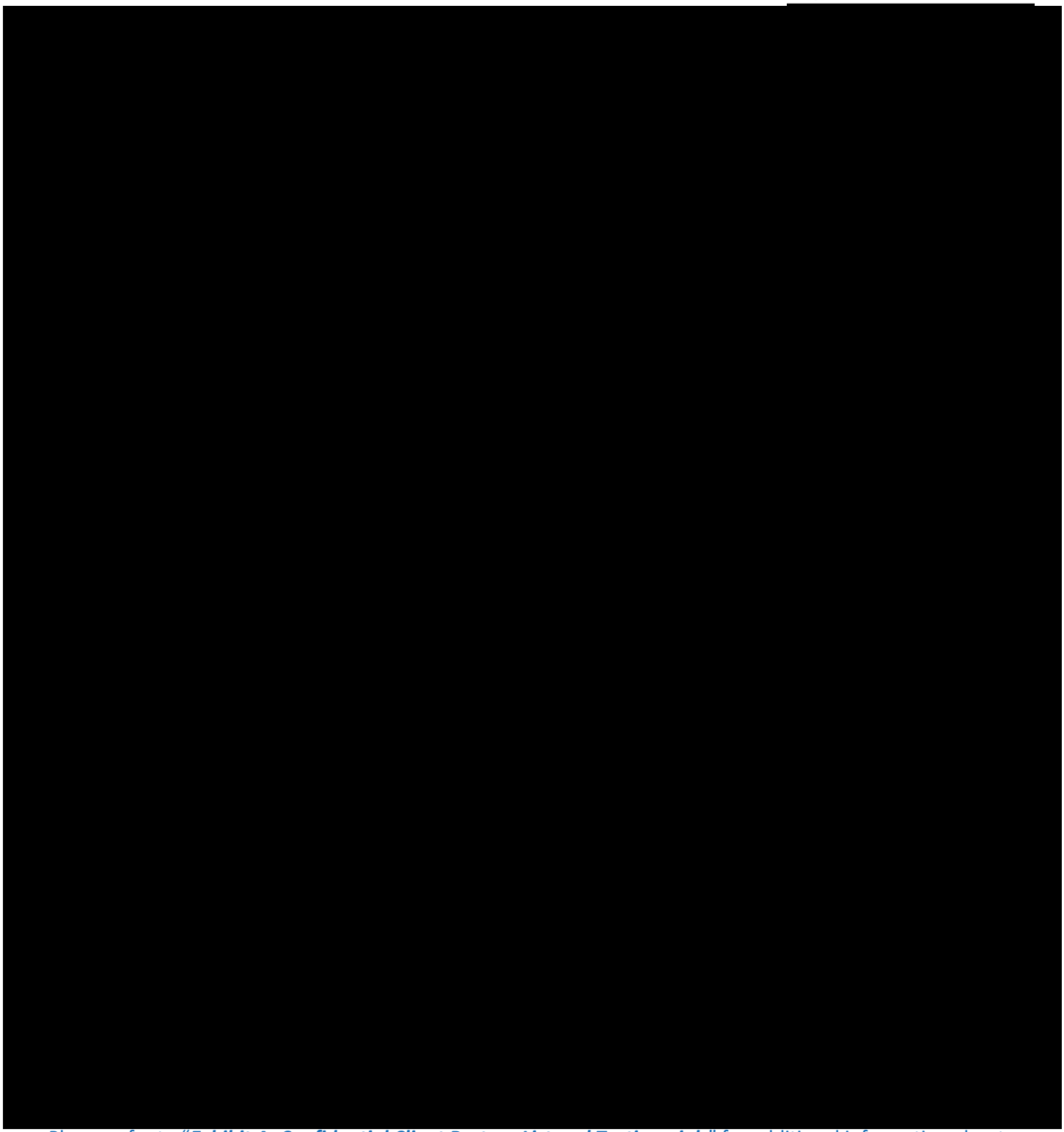
Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***" for additional information about other agencies we service.

8.2.2.6.3 Video Visitation System - Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartVisit™ VVS.

[redacted]

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Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***" for additional information about other agencies we service.

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Section 3 – TECHNICAL PROPOSAL

8.2.3 Technical Proposal for Telephone System and Other Associated Services and Service Offerings, Tablet Program and Tablets, and Video Visitation that includes but not limited to descriptions of:

8.2.3.1 Design, Features, Associated Services and Service Offerings, Technical Components, Integration Capabilities

RESPONSE: We are confident we have the experience, technology and resources necessary to meet and exceed the requirements for this project. Please refer to our responses provided throughout ***5.0 Scope of Work***, that follows.

8.2.3.2 Project Methodology and Project Management

RESPONSE: Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.



By coupling this phased approach to project management/implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided below. Please note that the plan/schedule provided below is "preliminary" and can be adjusted if necessary to help achieve the County's project completion objective.



Initiation (1.0): Immediately after contract execution, Smart Communications conducts an internal planning meeting to review and discuss the project and related documentation, including the RFP Scope of Work, preliminary project/implementation plan timeline and executed contract. During this meeting, Smart Communications staff are officially assigned to specific roles and project team/groups, which include:

- Account Manager
- Project Manager
- Quality Assurance Manager
- Client Services Manager
- Installation Team
- Software Engineers

Field Service Technicians (FSTs) located at our headquarters in Seminole, FL are also notified that a new client is being onboarded.

The preliminary project/implementation plan timeline is updated with official project team/group assignments as well as any other changes that may have resulted from contract negotiations.

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After the internal planning meeting has concluded, an introductory/project kick-off call is conducted with the County's designated project lead. The primary purpose of this call is to schedule an on-site pre-installation survey and project planning meeting, obtain the names and point of contact details for the primary project stakeholders, including IT department manager, facility escorts, materials receiver and any other project liaisons, as well as to request facility floorplans and site access/security/background check forms.

The Initiation phase concludes after the on-site site survey and project planning meeting has been scheduled and the County's record in our internal project management system is updated with all relevant information discussed and obtained during this phase.

Planning (2.0): During the planning phase, an on-site pre-installation site survey will be conducted by Smart Communications' project manager and installation team staff who thoroughly inspect the facility's architecture, existing inmate communication systems infrastructure and jail system interfaces.



The project manager records various pieces of critical information to allow for a formal project/implementation plan timeline to be drafted and presented to the County for approval. The formal project plan will contain detailed information, including but not limited to:

- **Telephone/equipment room details**:
  - Physical location(s) and dimensions
  - Cabinet or rack mount requirements
  - Electrical and surge protection requirements
  - HVAC requirements
  - Telephone demarcation point(s)
- **Wireless Access Points (WAPs)**
- **Building to building connectivity (fiber) (if applicable)**
- **Hardware quantities and installation points**:
  - Network hardware
  - SmartEvo™ ITS
  - SmartKiosk™ devices
  - SmartTablet™ devices and charging stations
  - MailGuardLegal® Cart
- **Detailed project plan/implementation timeline with Gantt Chart**
- **Main Distribution Frame (MDF) location**
- **Independent Distribution Frames (IDFs), housing units/pods and number of inmates per housing unit/pod**
- **Jail System Interfaces**:
  - Jail Management System (JMS)
  - Commissary
  - Inmate Trust Fund (ITF)
- **Preferred local electrical contractor(s)**
- **Detailed provisioned service list**:
  - SmartEvo™ ITS
  - MailGuard® and MailGuardLegal®
  - SmartVisit™ VVS
  - SmartInmate™ Electronic Messaging
  - SmartRequest™
  - SmartLaw™ Digital Law Library
  - SmartEd™ and SmartReentry™
  - SmartEntertainment™
  - Jail System Interfaces

The formal project plan will be submitted to the County's Project Lead (PL) five days after the pre-installation site survey has been completed.

Network broadband circuit delivery is subject to long delivery lead times. To expedite this process, the Network Operations Center (NOC) orders these circuits and services from Internet Service Provider(s) that will be used to support the systems to be installed immediately after the pre-installation site-survey.

Shortly after the pre-installation site survey has been conducted and the formal project plan has been submitted, the on-site project planning meeting with the County's designated staff will take place. During this

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meeting, unique facility needs will be discussed, stakeholder questions and concerns are addressed and the formal project plan/implementation plan timeline is reviewed and approved.

The Planning phase concludes with the scheduling of on-site installation and training of facility staff.

Execution (3.0): This phase consists of several tasks and subtasks, including the following:



- **Requisition of hardware from inventory and preparation**
- **Design and development of JMS, Commissary and other applicable jail system interfaces**
- **Acquisition, conversion and loading of inmate data feeds**
- **Configuration of QA testing of provisioned service applications**
- **Post installation hardware/system application QA testing**
- **Shipping of hardware to site location**
- **Creation of client user profiles and permissions in the SmartEcosystem™ Dashboard**
- **QA testing of JMS, Commissary and other applicable jail system interfaces**
- **Site installation**
- **On-site facility staff training**

The Execution phase concludes with performance of final hardware/systems testing, cut-over and turn-up.

Monitor and Control (4.0): During this phase, the 5-day Customer Acceptance period is initiated. During this time, the facility's systems are closely monitored on-site by Smart Communications' on-site staff and remotely by our NOC technicians.



The Monitor and Control phase concludes with the client's confirmation/acceptance that all technologies and services provided are functioning properly.

Project Close (5.0): During this final phase, Smart Communications will complete any outstanding action items, if applicable, and will request the client's PL contact to sign-off on the successful completion of the project. A Project Implementation Satisfaction survey will also be distributed to be completed by County staff involved with the implementation. Once the County has signed-off on the project, the record is closed in our internal project management system.



Project Milestones|

The fields associated with major milestones are shaded in light gray within each high-level, preliminary project plan/implementation schedule provided below and can be broken down into pre-installation, on-site installation and post-installation milestones, as detailed in the narrative below:

Pre-Installation Milestones|

Pre-installation milestones are achieved during both the project Initiation and Planning phases.

1. Completion of Internal Planning/Kick-off Meeting
2. Completion of Introductory/Project Kick-off Call with the County's PL and Scheduling of Pre-Installation Site Survey Planning Meeting
3. Submission of Required Site Access/Security/Background Check Forms
4. Completion of Pre-Installation Site Survey
5. Submission of Revised/Formal Project Plan/Implementation Schedule to the County's PL
6. Ordering of Network Broadband Circuitry

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7. On-site Project Planning Meeting with PL and Designated Facility Staff
8. Scheduling of Equipment Installation and Facility Staff Training

On-site Installation Milestones|

On-site installation milestones are achieved during the project Execution phase. The first set of these milestones is primarily achieved by Smart Communications' NOC, Software Engineering (SE) and Materials Procurement/Warehouse (MP) personnel and include:

1. Finalization of Network Diagram
2. Requisition of Network and Inmate Hardware from Inventory
3. Ordering of Additional, Site-Specific Materials (i.e., cable, conduit, etc.)
4. Preparation/Configuration of Network and Inmate Hardware
5. Creation of FTP Account to Support JMS, Commissary and Other Applicable Jail System Interfaces
6. Shipping and Delivery of Hardware and Additional Materials to Site

After the hardware and additional materials are delivered to the site, our NOC and SE, along with Quality Assurance (QA) and Client Services Management (CSM) personnel work towards the completion of the second set of on-site installation milestones, which include:

7. Creation of SmartEcosystem™ Dashboard Client User Profiles and Permissions
8. Acquisition, Conversion and Loading of Inmate Data Feeds
9. Quality Assurance Testing of JMS, Commissary and Other Applicable Jail System Interfaces
10. Configuration and Quality Assurance Testing of Provisioned Service Applications (i.e., SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging, SmartEd™, SmartLaw™ Digital Law Library, etc.)

While Smart Communications' NOC, SE, QA and CSM staff work towards the completion of the second set of on-site Installation milestones, our Installation Team Members (ITMs) begin the installation of the hardware and additional materials delivered to the site location.

Post-Installation Milestones|

Post-installation milestones are achieved during the project Execution, Monitor and Control, and Project Close phases and include:

1. Successful Installation of All Network and Inmate Hardware and Additional Site Materials
2. All Network and Inmate Hardware Installed is Identified, Labeled and Documented in the Site Equipment Inventory List
3. Completion of All Post-Installation Hardware/System Application Quality Assurance Tests to Verify Functionality
4. Completion of On-Site Training with Facility Staff User Groups (i.e., System Administrator, Supervisory General and Investigation Staff)
5. Completion of System(s) Cut-Over and Turn-Up
6. Initiation of 5-day Customer Acceptance Period
7. Receipt of Confirmation/Acceptance of Proper System Functionality from the County's PL

Risk Mitigation Plans|

Though standard project implementation/installation procedures are used, each project is unique and is subject to certain controllable and non-controllable risks as well as assumptions. Smart Communications has developed

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various risk mitigation plans to help ensure timely project completion, even when faced with challenges and unforeseen circumstances.

Risk Description: Equipment delivery issues (i.e., delivery delay, incorrect equipment is delivered, non-functional and/or non-conforming equipment)

Risk Type: Controllable

Risk Impact: May delay project completion timeline

Risk Mitigation Plan: Our Provisioning Manager orders the necessary equipment shortly after receipt of the Notification of Award (NOA) to ensure it is delivered at the appropriate time. If there is a delivery delay or other problem with the equipment ordered by the Provisioning Manager, we can keep the project implementation on schedule by immediately fulfilling the equipment order from surplus inventory maintained at our warehouse.

Risk Description: Site readiness issues (i.e., age and condition of facility's network infrastructure and/or wiring)

Risk Type: Controllable

Risk Impact: May delay project completion as additional technicians may be required to repair, replace or upgrade existing infrastructure and/or wiring

Risk Mitigation Plan: Shortly after contract award, our Project Manager and installation team will conduct a thorough site survey with the appropriate County staff member who can provide access to all areas throughout the facility in which network infrastructure and equipment will be deployed. During the site survey, the facility's existing network infrastructure and wiring will be inspected. If the site survey inspection reveals substantial infrastructure and wiring upgrades are needed, and such upgrades would create an unacceptable delay in project implementation, our Project Manager will arrange to subcontract these basic installation tasks to the local engineering/technical firm selected by the County. If subcontractors must be used to assist with infrastructure and wiring upgrades, such personnel will be subjected to thorough background screenings and will work in full compliance with all facility access policies and rules. All costs associated with infrastructure and wiring upgrades and the use of subcontractors are paid in full by Smart Communications at no cost to the County.

Risk Description: Training issues (i.e., facility staff scheduling/availability, classroom availability, open internet accessibility)

Risk Type: Controllable

Risk Impact: Incomplete or insufficient training can prevent County staff from effectively using and taking advantage of all features and benefits of the technologies and services being provided.

Risk Mitigation Plan: Upon award of contract, our Project Manager submits a training request to our Education and Client Services Director. Our Education and Client Services Director then assigns this request to the appropriate Instructor/Client Services team member. The Instructor/Client Services team member assigned to the training request will contact the appropriate point of contact at the County and conduct an initial interview to determine training needs. During this initial interview, the following topics will be discussed:

- Introduction and general discussion of technologies and services to be provided
- Identification of facility staff who will need to be trained in the use and operation of the technologies and services to be provided
- Establishment of facility staff user permissions and roles (staff, staff administrator, investigator and system administrator)

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As soon as the project implementation plan is finalized by the Project Manager and the system go-live/turn-up date has been established, the assigned Instructor/Client Services team member will communicate this information to the appropriate facility point of contact and set a firm on-site training date and location. To provide facility staff with the best training and transition experience possible, we recommend on-site training is scheduled for the day before or the day of the system go-live/turn-up date. This provides facility staff with the opportunity to immediately work with the systems in the facility itself. Furthermore, the Instructor/Client Services will remain on-site the day after training is conducted to provide staff with additional support.

In addition to on-site training, Client Services will provide remote, web-based training as needed. These online instructor-led training courses serve to introduce new County staff to Smart Communications' technologies and services or to refresh the knowledge base of or introduce new features to existing staff. Both on-site and remote training are available upon request at no cost throughout the contract term.

Risk Description: Implementation delay or service disruption caused by third-party network circuit/connection provider

Risk Type: Non-Controllable

Risk Impact: Like all inmate communications providers, we rely on third-party firms to provide the broadband network circuits and connection necessary for our technologies and services to operate. Implementation delays or service disruptions sometimes occur because these third-party providers, for reasons beyond our control, do not meet expected installation times or service levels.

Risk Mitigation Plan: As an experienced inmate communications systems provider, we have escalation procedures in place to resolve any issues involving broadband network circuit delivery or connection issues. If any issues arise with provisioning these network circuits/connections, it is immediately escalated to our VP of Network Operations who will work with the third-party provider to resolve the issue as soon as possible and keep the County informed of the resolution status. Broadband circuits are a critical component required for the delivery/operation of the technologies and services we provide and typically involve the longest lead times. To help ensure project completion deadlines are met, these circuits are ordered immediately after receipt of NOA.

Risk Description: Delays in integrating required data feeds from the County's jail management system (JMS), commissary providers, inmate trust fund (ITF) or other third-party system vendor

Risk Type: Non-Controllable

Risk Impact: The ability to integrate the data feeds of the County's existing JMS, Commissary, ITF or other third-party jail system into our systems is dependent on the third-party's level of cooperation, as well as requirements that may be unique to their systems.

Risk Mitigation Plan: Smart Communications has successfully interfaced our technologies and services with multiple local and nationally recognized third-party JMS, commissary, ITF and other jail system providers. With support for real-time modern SOAP and Restful Web Services, legacy flat file support including data translation and mapping tools, and over 30 years of experience, nearly any interface can be achieved by our software engineers and Network Operations Center (NOC) team. A specific team of software engineers and NOC staff will be assigned to the County. Among other things, this team will maintain a project interface log to build the design of the interface. All interfaces developed are rigorously performance tested by our in-house Quality Assurance (QA) team to ensure functionality prior to deployment.

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Preliminary Project Plan/Implementation Schedule Timeline|

Monterey County Sheriff's Office (MCSO)
Preliminary Project Plan/Implementation Schedule

WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
-	**MCSO Project Plan/Implementation Schedule Total Duration**	**45**	**10/2/23**	**12/1/23**	-
1.0	**INITIATION (Starts Immediately After Contract Execution)**	**2**	**10/2/23**	**10/3/23**	-
1.1	**Schedule and Conduct Internal Planning Meeting:**	**1**	**10/2/23**	**10/2/23**	**CSM, PM, AM**
1.1.1	*Review and discussion of project related documentation:*				"
1.1.1.1	*RFP Scope of Work, proposal and preliminary project plan/implementation schedule*				"
1.1.1.2	*Executed contract*				"
1.1.2	*Official assignment of Smart Communications project team members/groups, roles and responsibilities:*				"
1.1.2.1	*Account Manager (AM)*				"
1.1.2.2	*Client Services Manager (CSM)*				"
1.1.2.3	*Project Manager (PM)*				"
1.1.2.4	*Installation Team Members (ITMs)*				"
1.1.2.5	*Field Service Technicians (FSTs)*				"
1.1.2.6	*Software Engineers (SE)*				"
1.1.2.7	*Network Operations Center (NOC)*				"
1.1.2.8	*Quality Assurance (QA)*				"
1.1.2.9	*Materials Procurement/Warehouse (MP)*				"
1.1.2.10	*Subcontractor Staff (if applicable) (SUB)*				"
1.1.2.11	*On-site Certified Technicians (OCTs)*				"
1.1.3	*Research Local Internet Service Providers (ISPs)*				*PM*
1.1.4	*Schedule client introductory/project kick-off call with MCSO's designated Project Lead (PL)*				*CSM*
1.1.5	*Update MCSO's project record within internal project management system:*				*PM*
1.1.5.1	*MCSO Project Lead name and point of contact information*				*CSM*
1.1.5.2	*Revisions to preliminary project plan/implementation schedule based upon RFP requirements/contract execution date.*				*PM*
1.1.5.3	*Client introductory/project kick-off call date and time*				*CSM*
1.2	**Conduct Introductory/Project Kick-Off Call with MCSO's Project Lead (PL):**	**1**	**10/3/23**	**10/3/23**	**CSM, AM, PM, PL**
1.2.1	*Schedule onsite pre-installation survey and project planning meeting*				"
1.2.2	*Request client primary project stakeholder names and point of contact information:*				*CSM*
1.2.2.1	*IT Department Administrator (ITDA)*				"
1.2.2.2	*Jail Administrator (JA)*				"
1.2.2.3	*Facility Systems Administrator (FSA)*				"
1.2.2.4	*Network Administrator (NA)*				"
1.2.2.5	*Facility Escort(s) (FE)*				"
1.2.2.6	*Materials Receiver (MR)*				"
1.2.2.7	*Additional Project Liaisons (APL) (if applicable)*				"
1.2.3	*Request facility floorplans and site access/security/background check forms*				*PM*
1.3	**Update MCSO's Project Record within Internal Project Management System with Information Obtained from Introductory/Project Kick-Off Call**	**1**	**10/3/23**	**10/3/23**	**CSM, PM, AM**

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.0	**PLANNING**	**29**	**10/4/23**	**11/13/23**	**-**
2.1	**Submit Required Site Access/Security/Background Check Forms**	**1**	**10/4/23**	**10/4/23**	**PM**
2.2	**Conduct Pre-installation Site Survey:**	**1**	**10/9/23**	**10/9/23**	**PM, ITM(s), FST(s), PL, FE, ITDA, NA**
2.2.1	*Examination and inspection of facility architecture, existing inmate communication systems infrastructure and jail system interfaces:*				*PM, ITM(s), FST(s), ITMs, ITDA, NA, FE*
2.2.1.1	*Telephone/data equipment room details:*				*PM, ITDA, NA, FE*
2.2.1.1.1	*Physical location(s) and dimensions*				"
2.2.1.1.2	*Cabinet or rack mount requirements*				"
2.2.1.1.3	*Electrical and surge protection requirements*				"
2.2.1.1.4	*HVAC requirements*				"
2.2.1.1.5	*Telephone demarcation point(s)*				"
2.2.2	*Identify Main Distribution Frame (MDF) location*				"
2.2.3	*Identify of number of Independent Distribution Frames (IDFs), housing units/pods, number of inmates per housing unit/pod*				"
2.2.4	*Jail System Interfaces:*				"
2.2.4.1	*Jail Management System (JMS)*				"
2.2.4.2	*Commissary*				"
2.2.4.3	*Inmate Trust Fund (ITF)*				"
2.2.5	*Wireless Access Points (if applicable)*				"
2.2.5.1	*Frequency bands currently in use (to prevent interference)*				"
2.2.6	*Inspection and testing of existing telecom/network cabling*				"
2.2.7	*Identification of build to building connectivity (fiber) (if applicable)*				"
2.2.8	*Review electrical/cabling requirements and identify preferred local subcontractors (if applicable)*				"
2.2.9	*Identify new/additional hardware installation points (if applicable)*				"
2.2.10	*Update MCSO's project record within internal project management system with information obtained from pre-installation site survey*				"
2.3	**Create and Remit Formal Project Plan/Implementation Schedule to MCSO's Project Lead (PL) for Initial Review:**	**5**	**10/10/23**	**10/16/23**	**PM, PL**
2.3.1	*Point of contact details for MCSO's primary project stakeholders and project management/installation team staff*				*PM*
2.3.2	*Provisioned Services List:*				"
2.3.2.1	*SmartEvo™ ITS related:*				"
2.3.2.1.1	*Inbound Voicemail Exchange (VMX™)*				"
2.3.2.1.2	*Video Relay Service (VRS)*				"
2.3.2.1.3	*On-site ITS Visitation*				"
2.3.2.2	*SmartInmate™ Electronic Messaging related:*				"
2.3.2.2.1	*Text Messaging*				"
2.3.2.2.2	*Inbound Photo Delivery*				"
2.3.2.3	*MailGuard®*				"
2.3.2.4	*MailGuardLegal®*				"
2.3.2.5	*SmartVisit™ VVS:*				"
2.3.2.5.1	*Onsite video visitation*				"
2.3.2.5.2	*Remote video visitation*				"
2.3.2.5.3	*Remote video on-demand (VOD) visitation*				"
2.3.2.6	*SmartRequest™ Digital Request/Grievance/Medical Form System*				"
2.3.2.7	*SmartLaw™ Digital Law Library*				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.3.2.8	SmartEd™ and SmartReentry™				"
2.3.2.9	SmartEntertainment™				"
2.3.2.10	Automated Information System (AIS)				"
2.3.3	Jail System Interfaces:				"
2.3.3.1	Jail Management System (JMS)				"
2.3.3.2	Commissary				"
2.3.3.3	Inmate Trust Fund (ITF)				"
2.3.4	Provisioned Hardware List:				"
2.3.4.1	Network hardware quantities and installation point(s):				"
2.3.4.1.1	Firewall				"
2.3.4.1.2	Ethernet Switches				"
2.3.4.1.3	PoE Ethernet Switches				"
2.3.4.1.4	Analog/VoIP Gateway				"
2.3.4.1.5	Media Server				"
2.3.4.1.6	Uninterruptible Power Supply (UPS)				"
2.3.4.2	SmartEvo™ ITS related hardware quantities and installation points:				"
2.3.4.2.1	Inmate telephone stations (stationary) with specified cord length				"
2.3.4.2.2	Inmate telephone stations (mobile) with specified cord length				"
2.3.4.2.3	TTY/TTD devices				"
2.3.4.2.4	Inmate telephone visitation sets with specified cord length				"
2.3.4.3	SmartTablet™ hardware quantities and installation points:				"
2.3.4.3.1	Charging stations				"
2.3.4.3.2	Wireless access points (WAPs)				"
2.3.4.4	SmartKiosk™ hardware quantities and installation points:				"
2.3.4.4.1	Kiosk user type (inmate or public)				"
2.3.4.4.2	Kiosk handset type (single or dual) and cord length				"
2.3.4.4.3	Kiosk mounting type (wall, floor or pedestal)				"
2.3.4.5	MailGuardLegal® Cart quantity and delivery locations				"
2.4	**Order Network Broadband Circuits and Internet Service (includes estimated lead time for circuit delivery and installation)**	**24**	**10/11/23**	**11/13/23**	**PM, NOC**
2.5	**Conduct Onsite Project Planning Meeting with MCSO's Project Lead and Designated Stakeholders - IT Department Administrator (ITDA), Jail Administrator (JA), Facility Systems Administrator (FSA), Network Administrator (NA), Facility Escort (FE) and Additonal Project Liaisons (APL):**	**1**	**10/18/23**	**10/18/23**	**PM, CSM, AM, ITDA, JA, FSA, NA, APL, FE**
2.5.1	Introductions with review/finalization of team roles and responsibilities				"
2.5.2	Review scope, objectives and requirements of project and contract				"
2.5.3	Discuss other unique facility needs				"
2.5.4	Address client stakeholder questions and concerns				"
2.5.5	Discuss and finalize on-site routine maintenance schedule				"
2.5.6	Finalize and approve formal project plan/implementation schedule				"
2.5.7	Update MCSO's project record within internal project management system with information obtained from project planning meeting				PM, CSM
2.6	**Scheduling of On-site Installation and Training:**	**1**	**10/18/23**	**10/18/23**	**PM, CSM, PL**
2.6.1	Identification and scheduling of facility escort(s) and review of facility access policies and procedures				"
2.6.2	Identification of on-site training location				"
2.6.3	Identification and scheduling of facility staff to participate in on-site training in accordance with user groups (facility staff, staff administrator, investigators and systems administrator)				"
2.6.4	Schedule removal of existing provider's hardware				"
2.6.5	Travel arrangements/scheduling for installation team staff and instructor				PM, CSM

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.6.6	*Update MCSO's project record within internal project management system with onsite installation and training information*				*PM*
3.0	**EXECUTION**	**34**	**10/10/23**	**11/24/23**	**-**
3.1	**Network Design, Network Hardware Requistion from Inventory and Configurations:**	**4**	**10/10/23**	**10/13/23**	**NOC, SE, MP**
3.1.1	*Build network diagrams*				"
3.1.2	*Configure system network monitoring and recording faculties*				"
3.1.3	*Create DNS hostname*				"
3.1.4	*Add network(s) to location*				"
3.1.5	*Verify billing address*				"
3.1.6	*Firewall*				"
3.1.6.1	*Install remote access scripts*				"
3.1.6.2	*Verify firewall rules*				"
3.1.7	*Ethernet Switches*				"
3.1.8	*PoE Ethernet Switches*				"
3.1.9	*Analog/VoIP Gateways (ITS installs only)*				"
3.1.10	*Media Server (VVS installs only)*				"
3.1.11	*WAPs*				"
3.1.12	*Uninterruptible Power Supply (UPS)*				"
3.2	**User Hardware Requisition from Inventory and Preparation:**	**10**	**10/16/23**	**10/27/23**	**PM, SE, CSM, MP**
3.2.1	*SmartEvo™ ITS hardware:*				*PM, MP*
3.2.1.1	*Inmate telephone stations (stationary)*				"
3.2.1.2	*Inmate telephone stations (mobile)*				"
3.2.1.3	*TTY/TTD devices*				"
3.2.1.4	*Order ITS rate and tax tables*				*SE*
3.2.1.5	*Install instructions into phones*				"
3.2.1.6	*Inmate telephone visitation sets*				"
3.2.2	*SmartKiosk™ hardware*				*PM, MP*
3.2.3	*SmartTablet™ hardware and charging stations*				"
3.2.4	*MailGuard® Postal Mail Elimination System Staging:*				*CSM*
3.2.4.1	*Establish client P.O. Box for inmate personal mail delivery*				"
3.2.4.2	*Prepare change of mailing address notice to be distributed to inmate friends, family and constituents*				"
3.2.5	*MailGuardLegal® hardware*				*PM, MP*
3.2.7	*Hiring and training of On-site Certified Technician (OCT)*				*CSM*
3.3	**Design and Development of JMS, Commissary and Other Applicable Jail System Interfaces:**	**15**	**10/23/23**	**11/10/23**	**SE**
3.3.1	*Create FTP Account*				"
3.3.2	*Send data feed requirements and request inmate data feeds (PIN, PAN, Account Balances, etc…) to appropriate vendors*				"
3.4	**Ship System Hardware to Site Location/Client Materials Receiver (MR) (includes time in transit)**	**4**	**11/8/23**	**11/13/23**	**MP, MR**
3.5	**Create SmartEcosystem™ Dashboard Client User Profiles and Permissions:**	**10**	**10/23/23**	**11/3/23**	**CSM**
3.5.1	*Systems Administrator*				"
3.5.2	*Supervisory staff*				"
3.5.3	*General staff*				"
3.5.4	*Investigative staff*				"
3.6	**Inmate Data Feed Acquisition, Conversion and Loading:**	**5**	**10/30/23**	**11/3/23**	**SE, PM**
3.6.1	*Scrub received inmate data received*				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.6.2	Load inmate PIN, PAN, and account data into SmartEcosystem™ Dashboard				"
3.6.3	Load facility announcement and voice prompts into SmartEcosystem™ Dashboard				"
3.6.4	Test initial data received				"
3.6.5	Verify housing assignment integration				SE, PM
3.6.6	Automate data imports				SE
3.6.7	Integrate extra JMS data fields (if applicable)				"
3.7	**QA Testing of JMS, Commissary and Other Applicable Jail System Interfaces**	**5**	**11/6/23**	**11/10/23**	**SE**
3.8	**Configuration and QA Testing Provisioned Service Applications:**	**4**	**11/13/23**	**11/16/23**	**SE, CSM, NOC**
3.8.1	SmartEvo™ ITS related:				SE
3.8.1.1	Inbound Voicemail Exchange (VMX™)				"
3.8.1.2	Video Relay Service (VRS)				"
3.8.1.3	Onsite ITS Visitation				"
3.8.2	SmartInmate™ Electronic Messaging related:				"
3.8.2.1	Text Messaging				"
3.8.2.2	Inbound Photo Delivery				"
3.8.3	MailGuard®				CSM, SE
3.8.3.1	Enable MailGuard® options (i.e. locations, mailbox selection, etc...)				CSM
3.8.3.2	Establish personal mail switchover date				"
3.8.3.3	Upload change of inmate mailing address notice to facility's website				SE
3.8.4	MailGuardLegal®				"
3.8.5	SmartVisit™ VVS related:				CSM, SE, NOC
3.8.5.1	Establish user types				CSM
3.8.5.2	Collect and configure onsite and remote video visitation schedule details				CMS, SE
3.8.5.3	Configure onsite and remote video visitation firewall				NOC
3.8.6	SmartRequest™ Digital Request/Grievance/Medical Forms:				CSM, SE
3.8.6.1	Acquire and/or request/grievance/medical form materials				CSM
3.8.6.2	Develop and program SmartRequest™ form workflows/facility staff responsibilities				"
3.8.6.3	Send SmartRequest™ invitations to all applicable facility staff				"
3.8.6.4	Establish SmartRequest™ Turn-Up Date				"
3.8.7	SmartLaw™ Digital Law Library:				CSM, SE
3.8.7.1	Establish SmartLaw™ Digital Law Library Turn-Up Date				CSM
3.8.8	SmartEd™ and SmartReentry™				SE
3.8.9	SmartEntertainment™				"
3.8.10	Automated Information System (AIS)				"
3.8.11	Develop customized inmate family and friend informational brochures and signage				"
3.9	**Complete Site Installation Prerequisites:**	**5**	**11/13/23**	**11/17/23**	**PM, ITMs, FSTs, FE, SUB (if applicable)**
3.9.1	Cabling and Electrical:				"
3.9.1.1	MCSO preferred electrical contractor (if applicable)				"
3.9.1.2	MCSO preferred low voltage contractor (if applicable)				"
3.10	**Site Installation:**	**4**	**11/14/23**	**11/17/23**	**PM, ITMs, FSTs, QA, CSM, NOC, MR, ITDA, NA, FE**

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.10.1	Confirm all hardware has been received onsite				PM, ITMs, FSTs, MR
3.10.2	Conduct initial test of installed broadband circuits and internet service to verify connectivity/functionality				PM, QA, NA, ITDA
3.10.3	Install network equipment hardware and test remote access				ITMs, FSTs, QA, NA
3.10.4	Install SmartEvo™ ITS related hardware:				ITMs, FSTs
3.10.4.1	Identify ANIs				PM
3.10.5	Install inmate SmartKiosk™ devices				ITMs, FSTs
3.10.6	Install public SmartKiosk™ devices				"
3.10.7	Install, configure and test WAPs				NOC, QA
3.10.8	Install SmartTablet™ device charging stations				ITMs, FSTs
3.11	**Post Installation Hardware/System Application QA Testing:**	**3**	**11/20/23**	**11/22/23**	**PM, ITMs, FSTs, QA, CSM, SE, FE**
3.11.1	Verify SmartEvo™ ITS related hardware functionality and call/sound quality on all provisioned services:				FSTs, QA
3.11.1.1	Outgoing calls				"
3.11.1.2	On-site visitation calls (if applicable)				"
3.11.1.3	Inbound Voicemail Exchange (VMX™)				"
3.11.1.4	Video Relay Service (VRS)				"
3.11.1.5	On-site visitation calls				"
3.11.3	SmartKiosk™ and/or SmartTablet™ related:				"
3.11.3.1	Verify wired network connectivity				NOC
3.11.3.2	Verify wireless network connectivity				"
3.11.3.3	Verify device login functionality				FSTs, QA
3.11.3.4	Verify SmartVisit™ VVS functionality and call/sound/video quality				"
3.11.3.5	Verify functionality of all provisioned SmartInmate™ Electronic Messaging system features				"
3.11.3.6	Verify SmartRequest™ application functionality and routing				QA, CSM
3.11.3.7	Verify SmartLaw™ Digital Law Library functionality and accessibility				"
3.11.3.8	Verify PDF Viewer and Calendar applications functionality and accessibility				"
3.11.3.9	Confirm accessibility of facility documents (inmate handbook, PREA information, etc...)				"
3.11.3.10	Confirm device's video player is functional and facility videos are accessible				"
3.11.3.11	Verify functionality and accessibility of MailGuard® related services				"
3.11.3.12	Verify SmartEd™ and SmartReentry application functionality and accessibility (tablet devices only)				"
3.11.3.13	Verify SmartEntertainment™ functionality and sound/video quality (tablet devices only)				"
3.11.3.14	Verify commissary interface functionality				QA, SE
3.11.3.15	Verify inmate trust fund balance and debit purchase lookup functionality and accuracy				"
3.11.3.16	Verify CareerOneStop Job Search functionality and accessibility				"
3.11.4	Test MailGuardLegal® Cart functionality/performance				QA
3.11.5	Verify Automated Information System (AIS) functionality and accuracy				QA, CSM, SE
3.12	**Conduct On-site Training with Facility Staff User Groups (Systems Administrator, Supervisory Staff, General Staff, Investigation Staff):**	**1**	**11/22/23**	**11/22/23**	**CSM, Facility User Groups**
3.12.1	Distribute customized inmate family and friend informational brochures and signage				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.13	Final Hardware/Systems Testing, Cut-Over and Turn-Up:	3	11/22/23	11/24/23	PM, FSTs, CSM, QA, SE, NOC, ITDA
3.13.1	SmartEvo™ ITS related hardware and systems:				PM, ITMs, FSTs, QA, SE
3.13.1.1	Assign descriptions to housing areas/units by ANI				PM, SE
3.13.1.2	Assign devices to housing areas/units				"
3.13.2	SmartKiosk™ and/or SmartTablet™ related hardware and applications:				PM, CSM, QA, SE, NOC
3.13.2.1	Install SSH (Secure Shell) keys				SE
3.13.2.2	Disable "coming soon" screen				"
3.13.2.3	Remote restart all devices				NOC
3.13.2.4	Distribute SmartTablet™ devices to inmates				PM, CSM
3.13.2.5	SmartInmate™ Electronic Messaging related systems				SE, QA
3.13.2.6	MailGuard®				QA, CSM
3.13.2.6.1	Update facility website to indicate MailGuard® is active				CSM, ITDA
3.13.2.7	MailGuardLegal®				QA, CSM
3.13.2.8	SmartVisit™ VVS related systems				"
3.13.2.9	SmartRequest™ Digital Request/Grievance/Medical Form system				"
3.13.2.10	SmartLaw™ Digital Law Library				"
3.13.2.11	SmartEd™ and SmartReentry™				"
3.13.2.12	SmartEntertainment™				"
3.13.2.13	Deposit kiosk related systems				"
4.0	MONITOR AND CONTROL	5	11/24/23	11/30/23	-
4.1	Initiate 5-day Customer Acceptance Period	5	11/24/23	11/30/23	PM, QA, CSM, NOC, PL, Facility User Groups
4.2	Remote and on-site systems monitoring and diagnostics	5	11/30/23	11/30/23	NOC
	PROJECT CLOSE	1	12/1/23	12/1/23	-
5.1	Complete any outstanding action items (if applicable)	1	12/1/23	12/1/23	PM
5.2	MCSO Project Leader (PL) project completion sign-off	1	12/1/23	12/1/23	PM, PL
5.3	Distribution of project implementation satisfaction survey	1	12/1/23	12/1/23	CSM, PM, PL
5.4	Close out MCSO's project record within internal project management system	1	12/1/23	12/1/23	PM, CSM

8.2.3.3 Training – Post-Implementation and Ongoing

RESPONSE: All technologies and services provided by Smart Communications include comprehensive initial on-site training at ***no cost***. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

ON-SITE TRAINING OVERVIEW		
Course Module	**Topics**	**Access Level Focus**
Introduction/Overview	• Accessing and navigating the system • Logging in, logging out and changing passwords • Accessing online help	Staff

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	• Contacting Technical Support	
County User Administration	• Creating user accounts • Assigning and administering permissions • Requests and Grievances • Inmate documents and video upload • User management report features • Auditing and activity tracking	Staff Administrator
Inmate Administration	• Adding and changing inmate accounts/PINS • Suspending/deactivating inmate accounts/PINs • Adding/editing device access based on location • Generating standard and custom reports • Inmate administration reports	Staff Administrator
Investigation/Monitoring	• Live call monitoring and playback • Monitoring inmate application use • Recognizing trends in inmate activity • Adding and sharing notes • Setting up system alerts • Running CDR analyses • Transferring CDR, audio, video and text data to disk	Investigator
System Administration	• Time-saving tips and tricks • System maintenance and upgrades • Reporting an issue/creating a trouble ticket • Issue prioritization and escalation levels • Issue response and resolution times	System Administrator

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training. These online instructor-led training courses serve to introduce new County staff to Smart Communications' technologies and services or to refresh the knowledge base of/introduce new features to existing staff. Both on-site and remote training are available upon request at ***no cost*** throughout the contract term.

8.2.3.4 Service and Maintenance Support - Post-Implementation and Ongoing

RESPONSE: Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at ***no cost***.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager (Jerome Anderson)
- Network Operations Center (NOC)
- Technical Support Center (TSC)

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Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

For complete details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

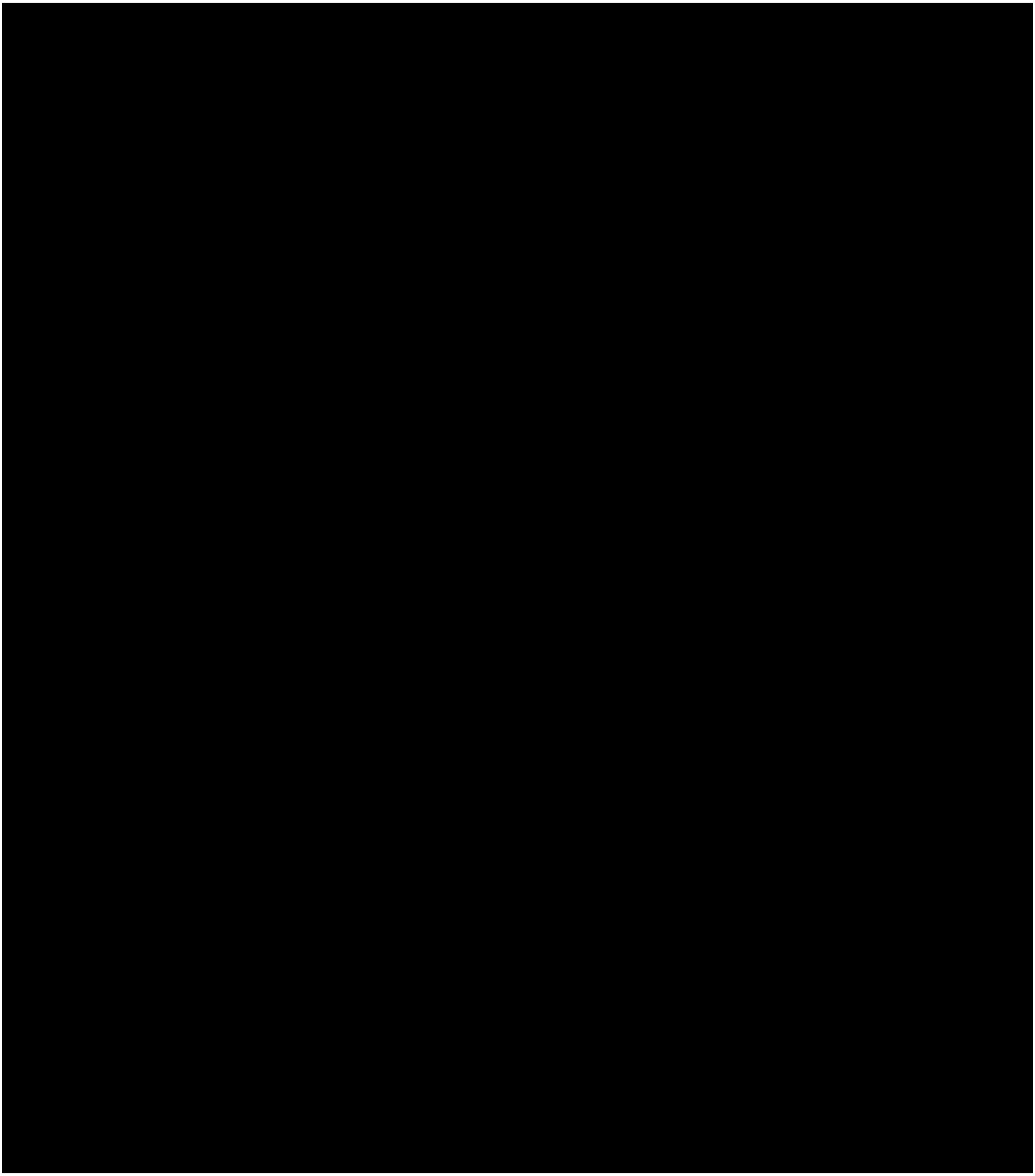
8.2.3.5 Management and Maintenance Reports

RESPONSE: All Smart Communications' inmate communication services are administered via the SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard's unified and fully integrated design provides authorized facility users with access to all inmate communication service monitoring, reporting, data sharing and investigative tools in one place, with a single login. Authorized users can use any PC with a modern browser and active Internet connection to access and utilize the SmartEcosystem™ Dashboard.

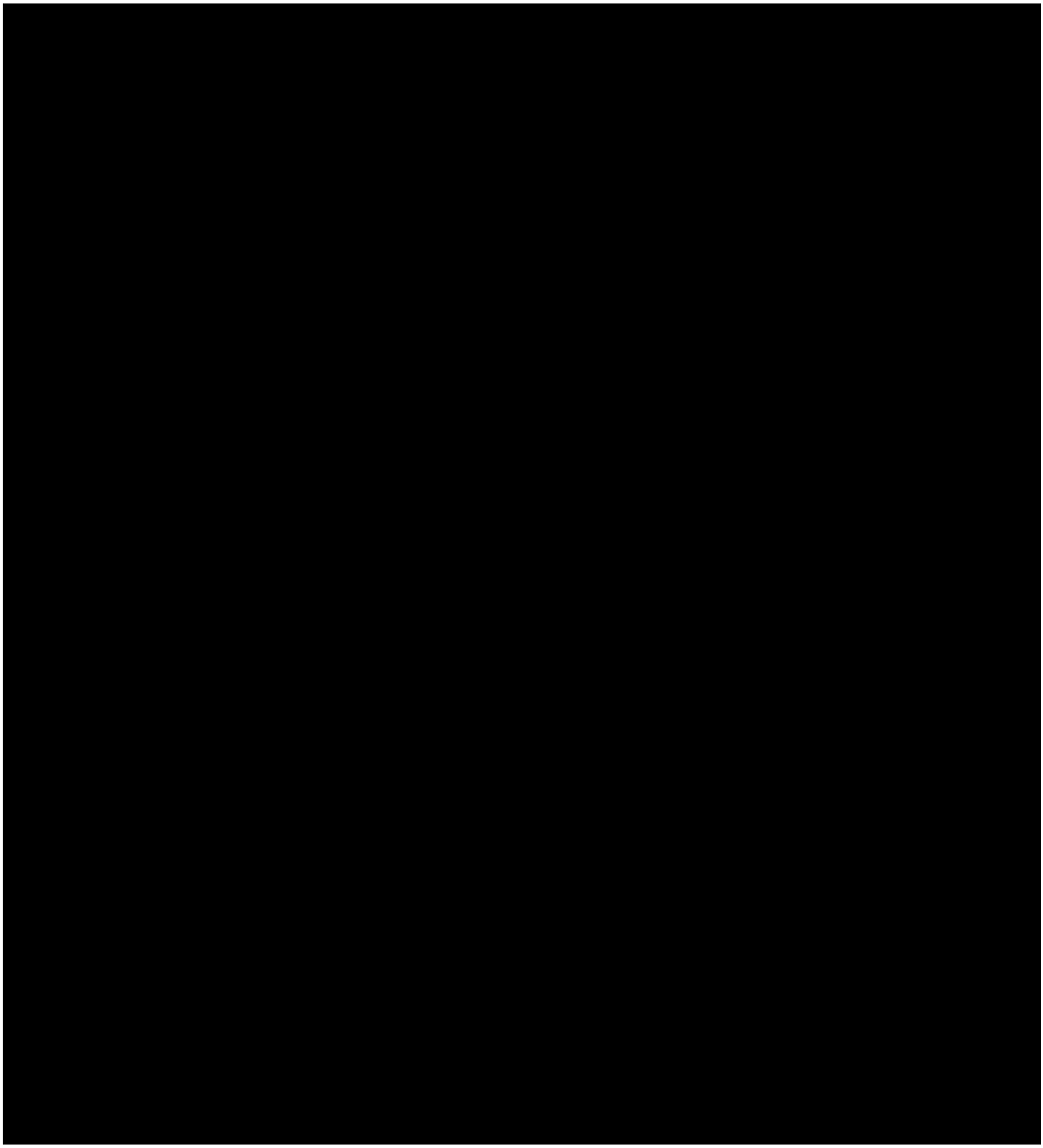
SmartEcosystem™ Dashboard Main Menu|



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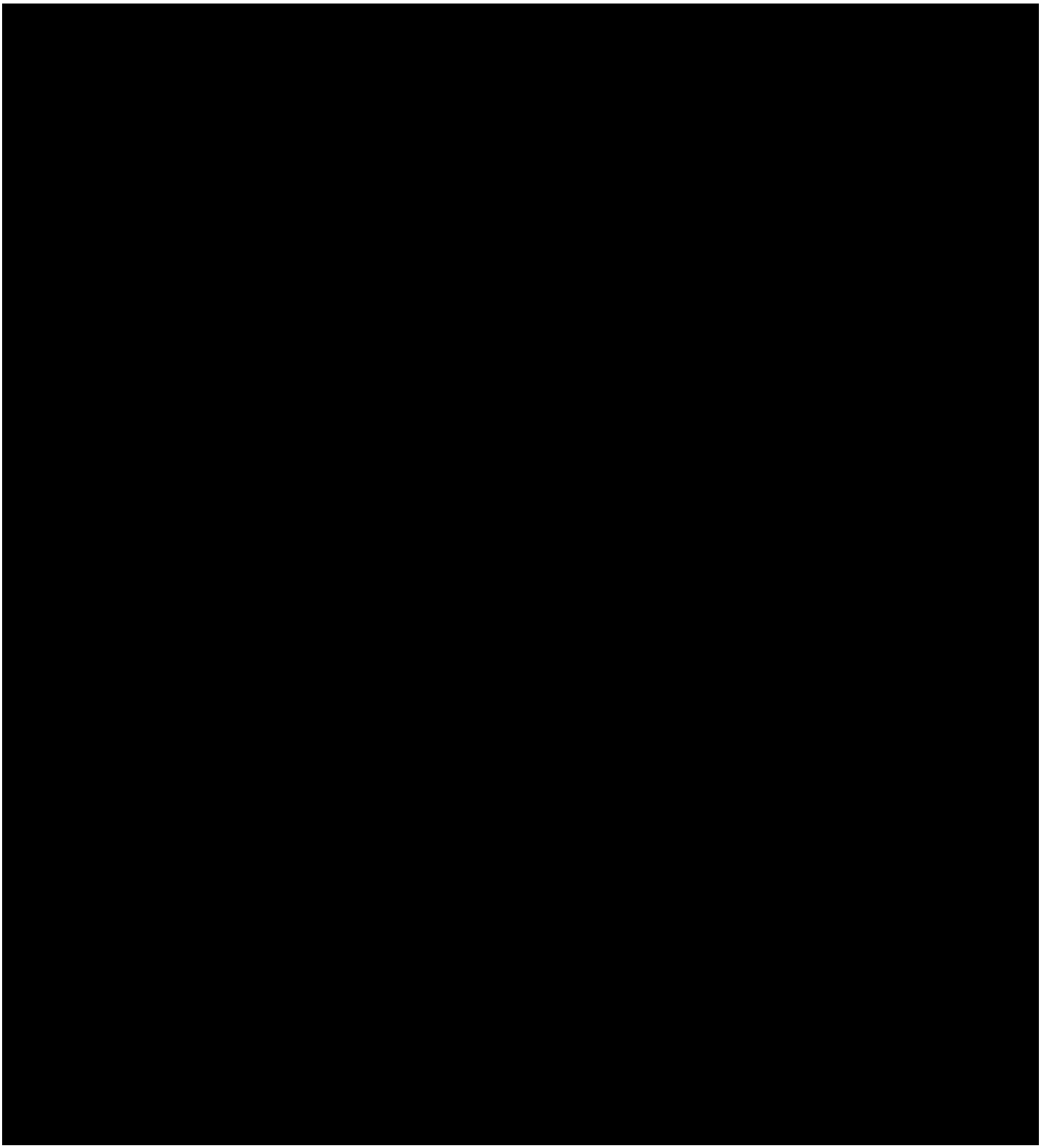
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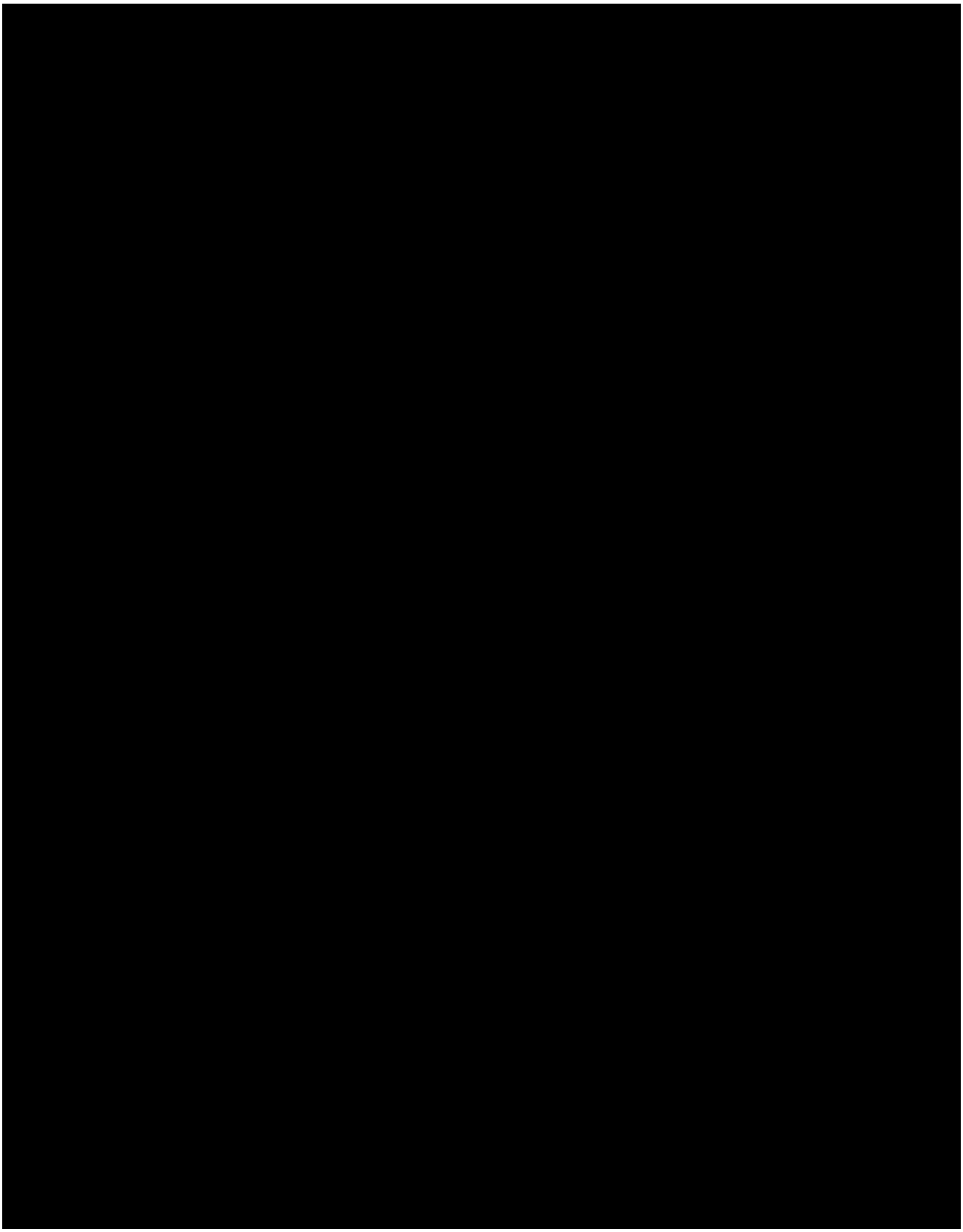
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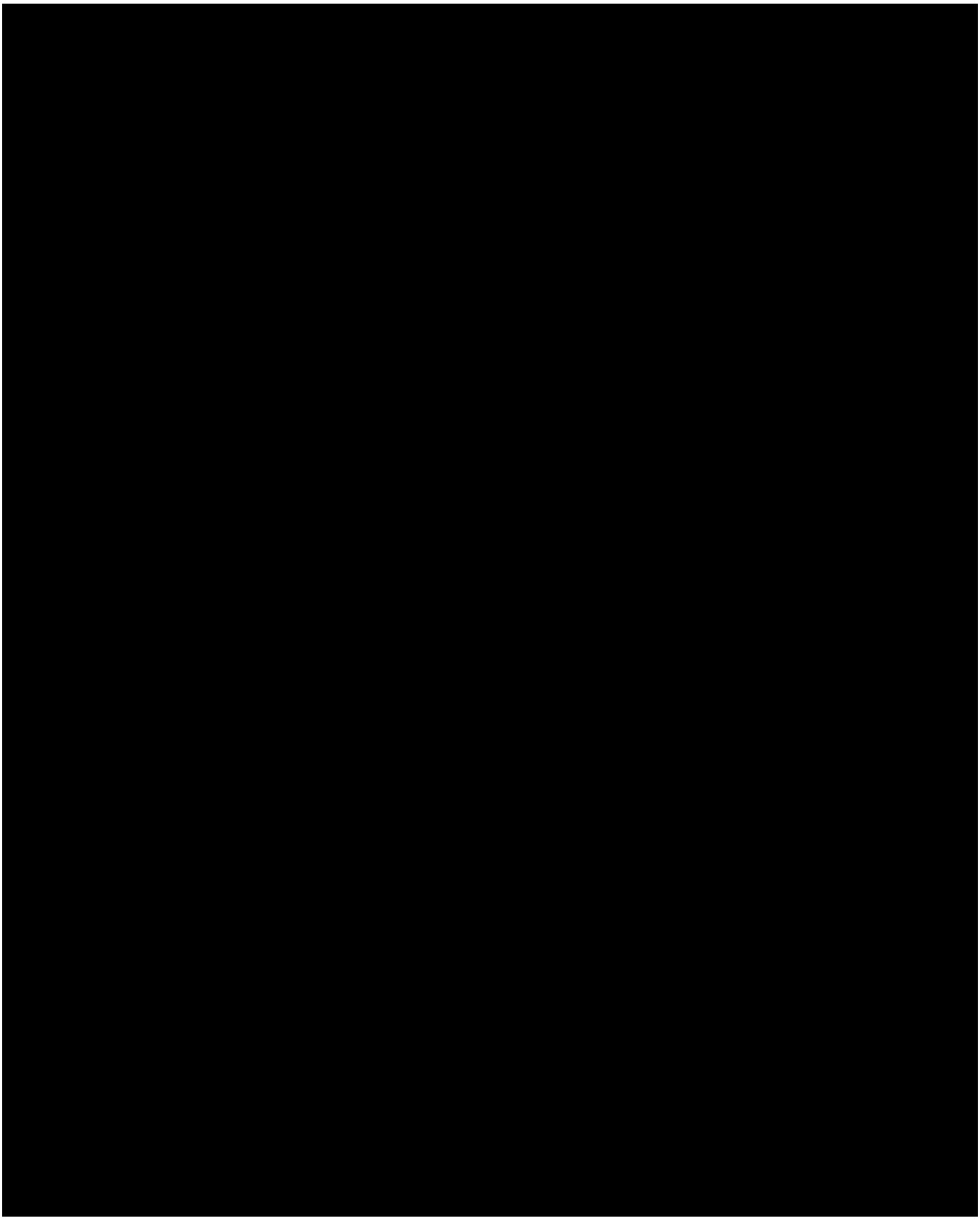
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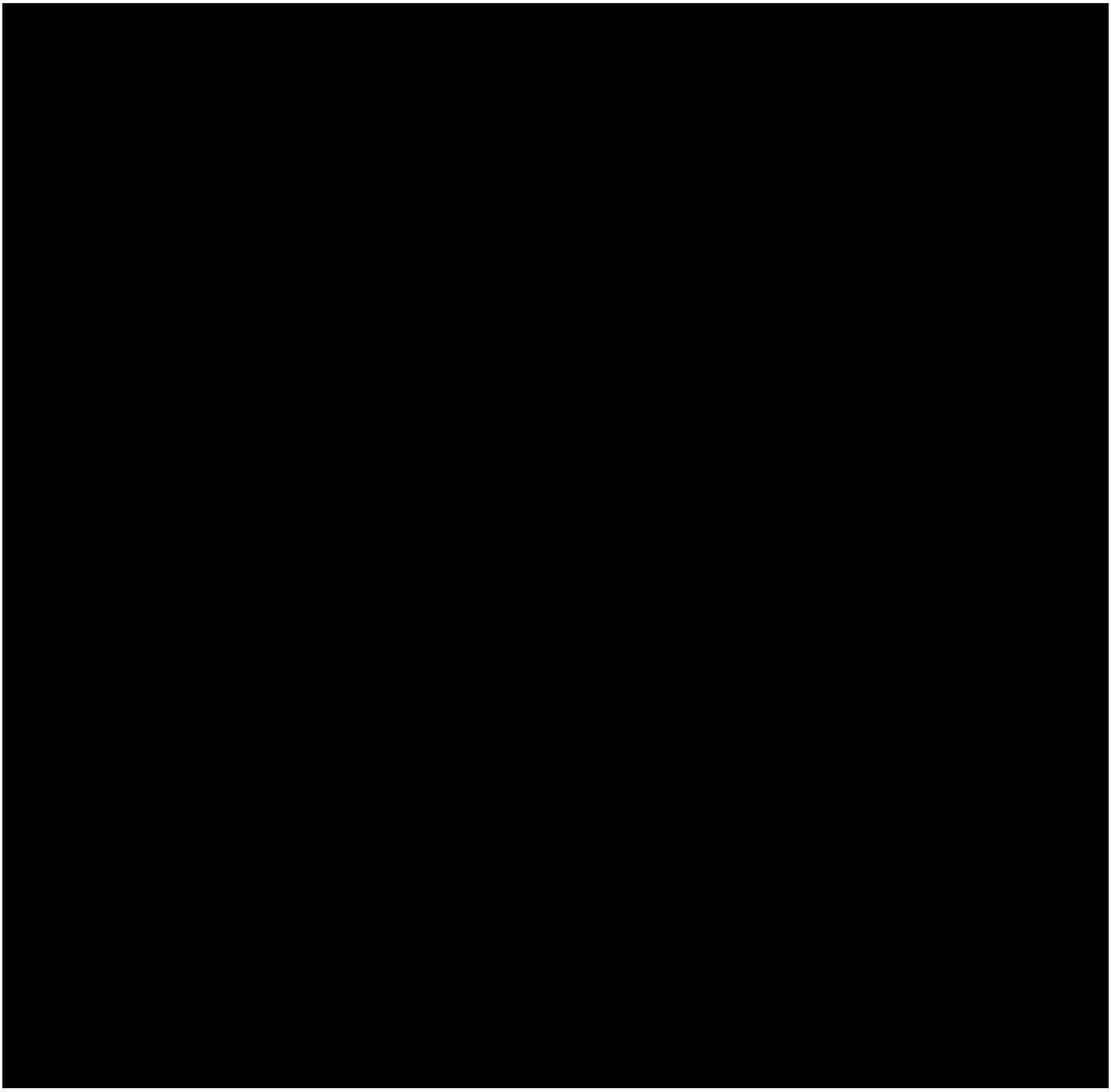
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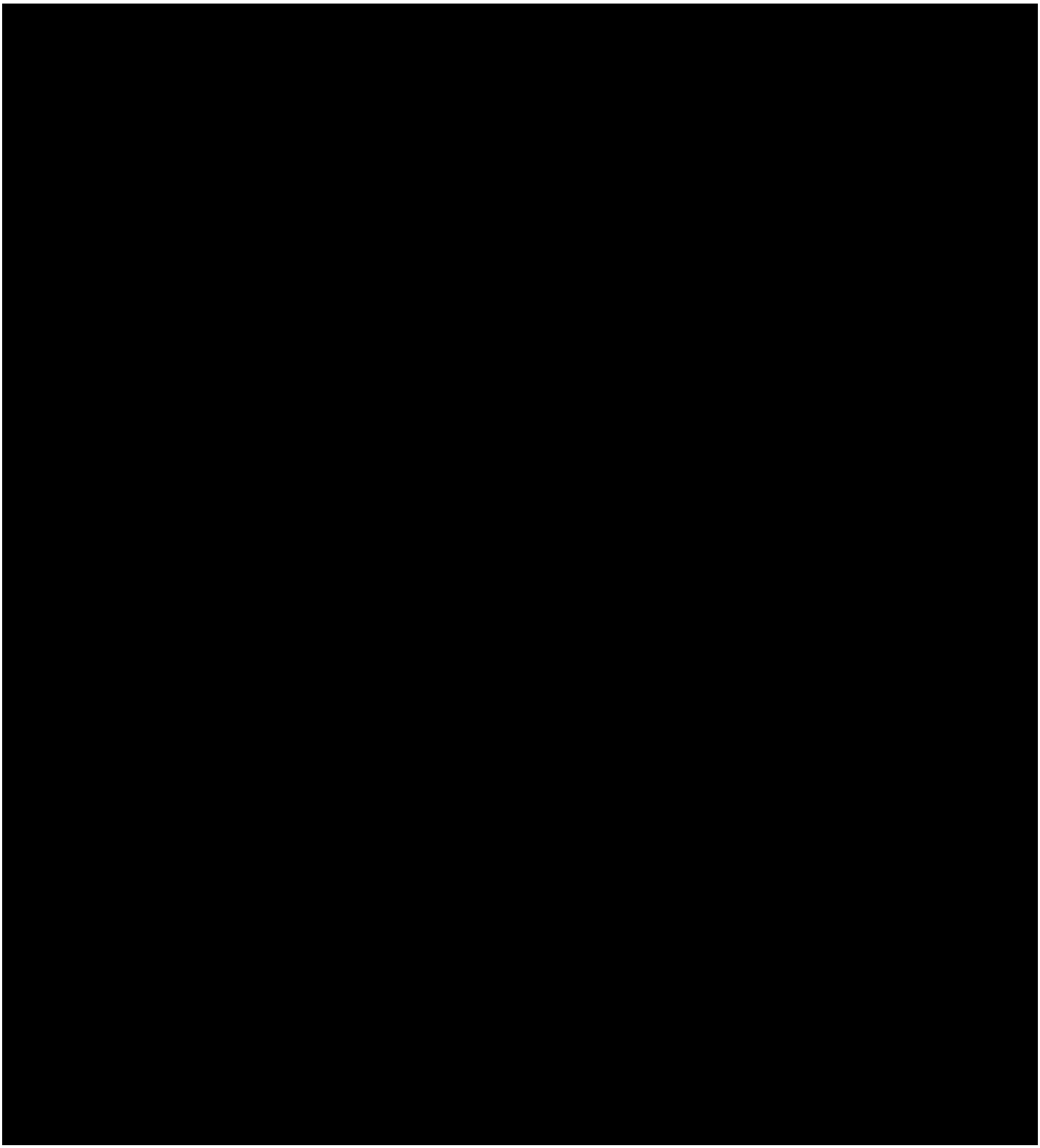
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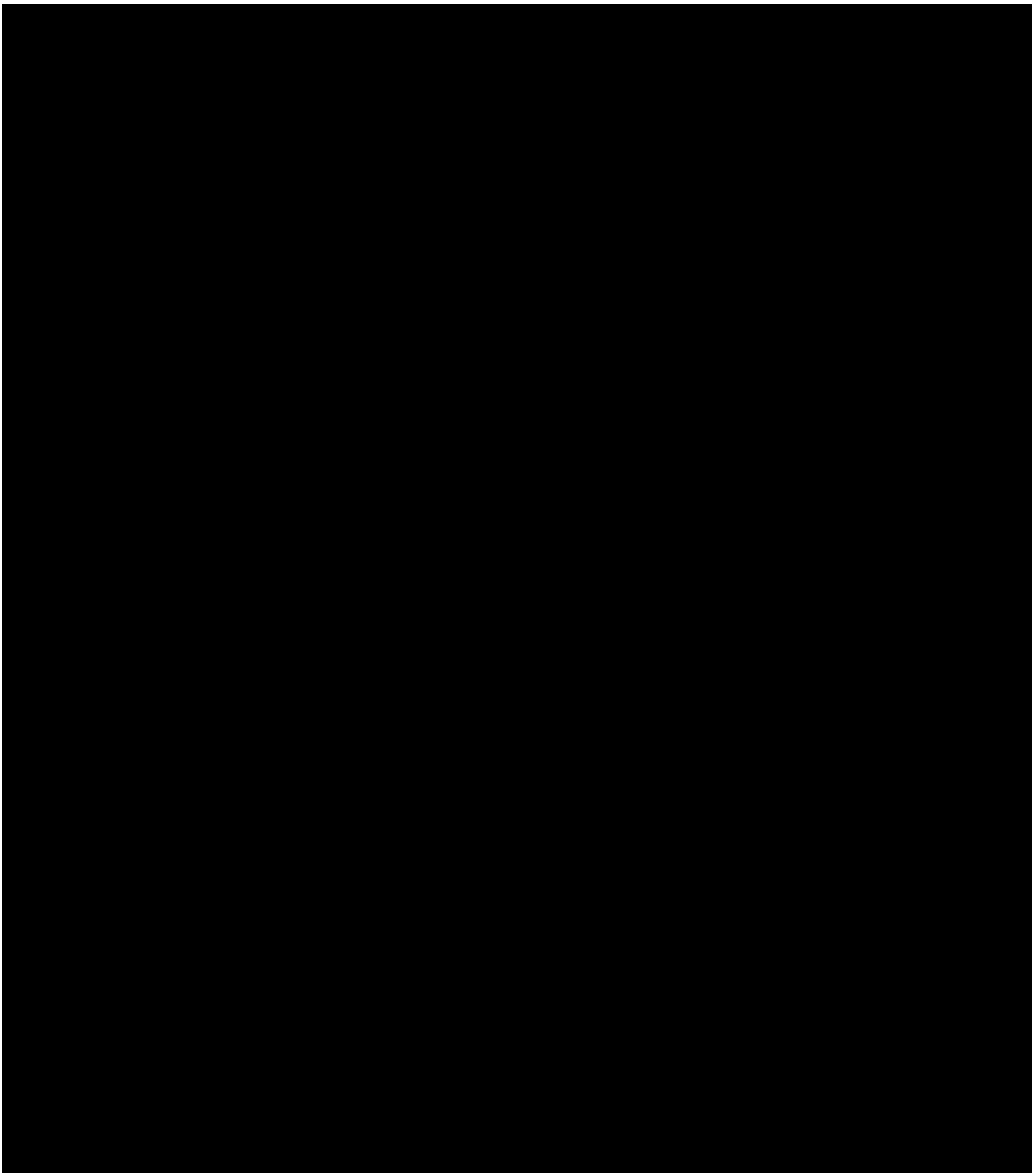
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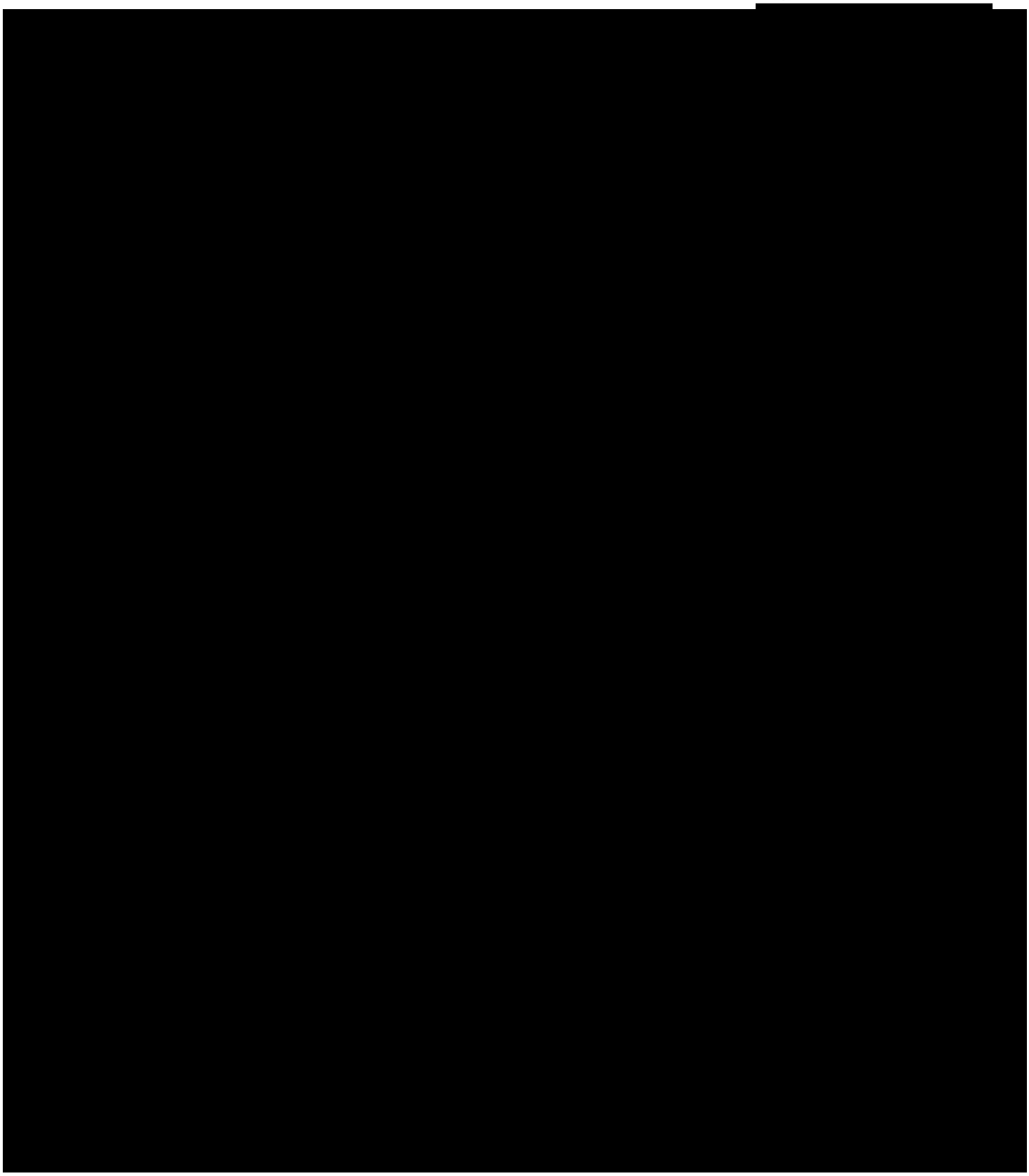
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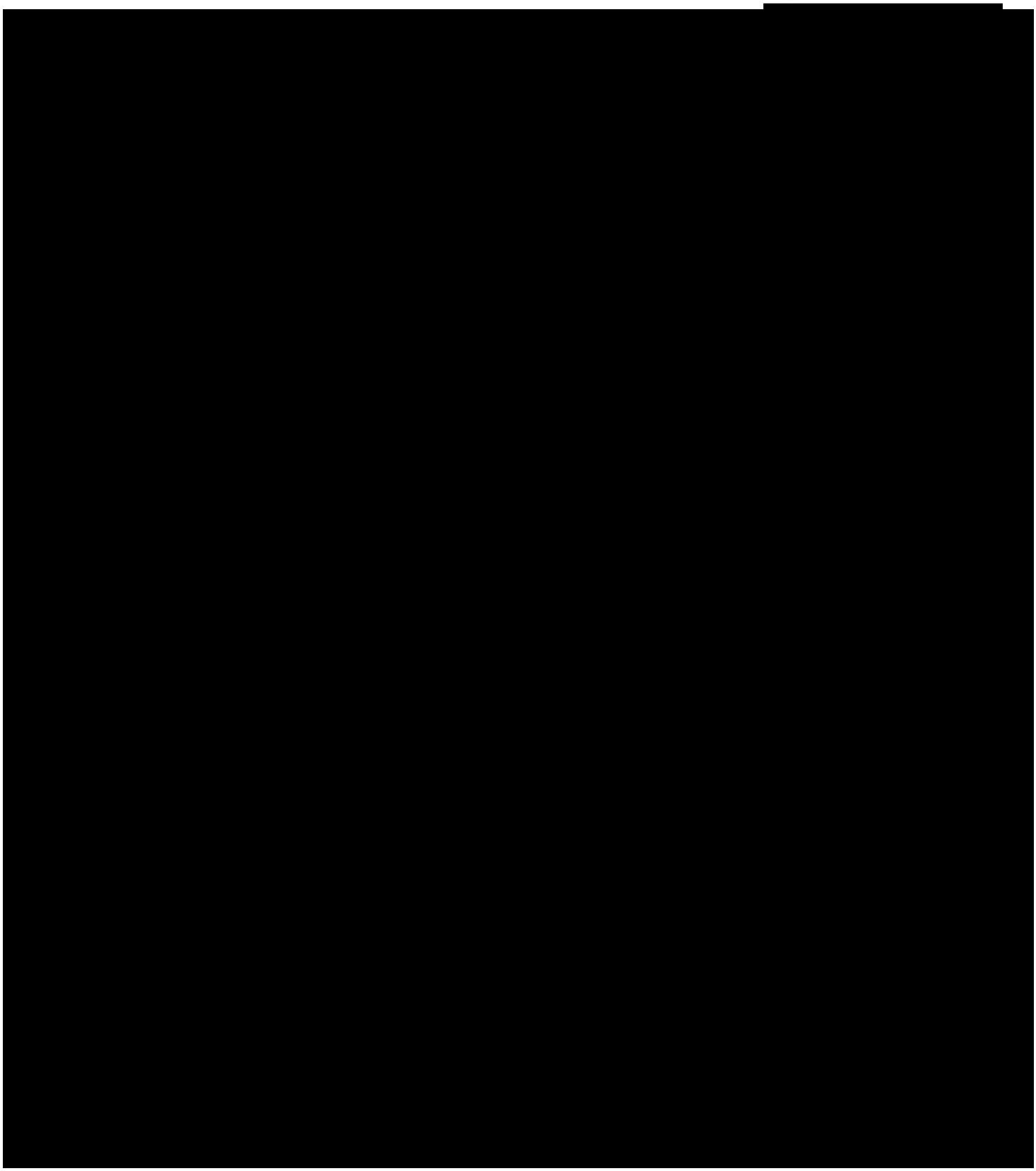
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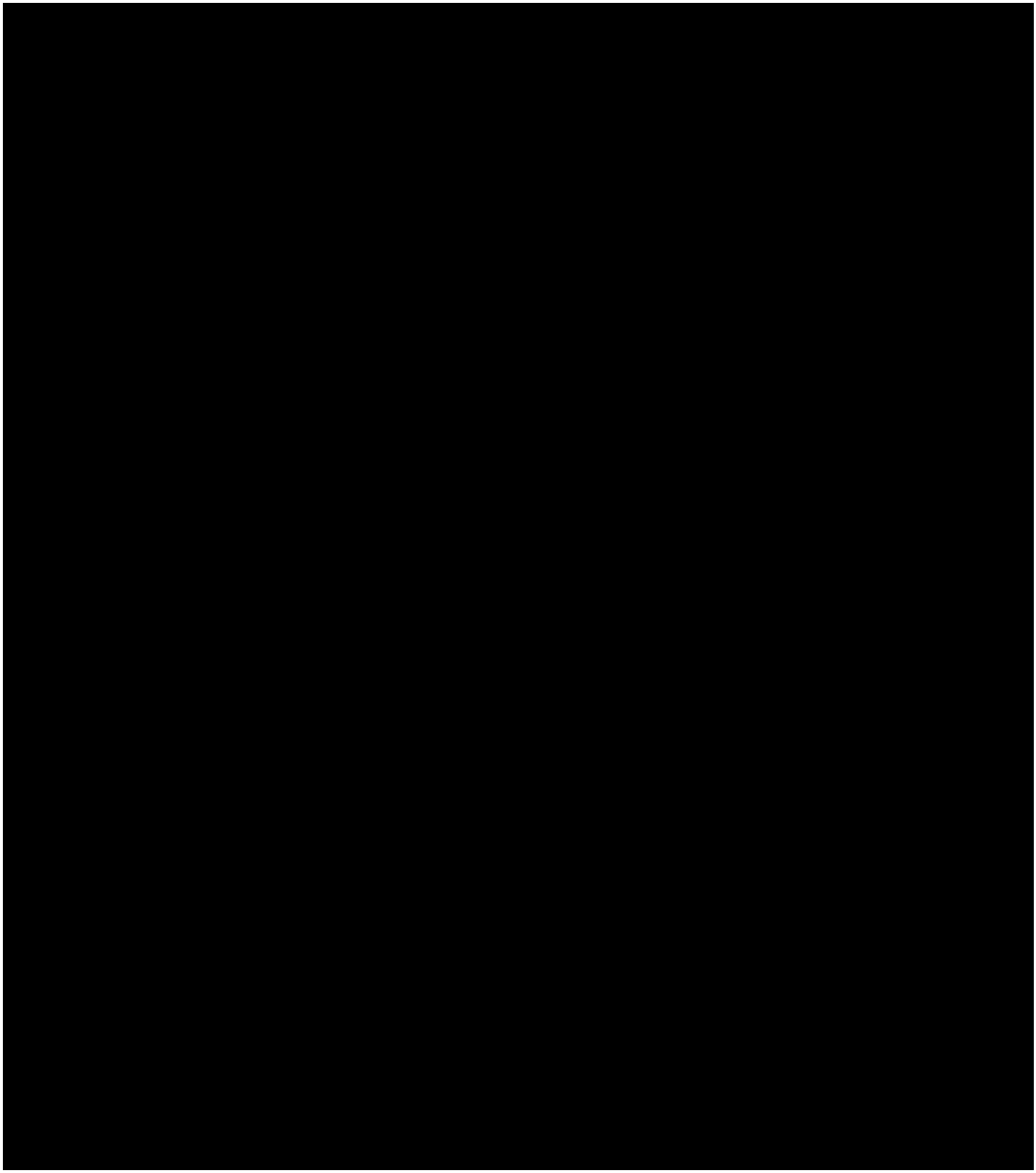
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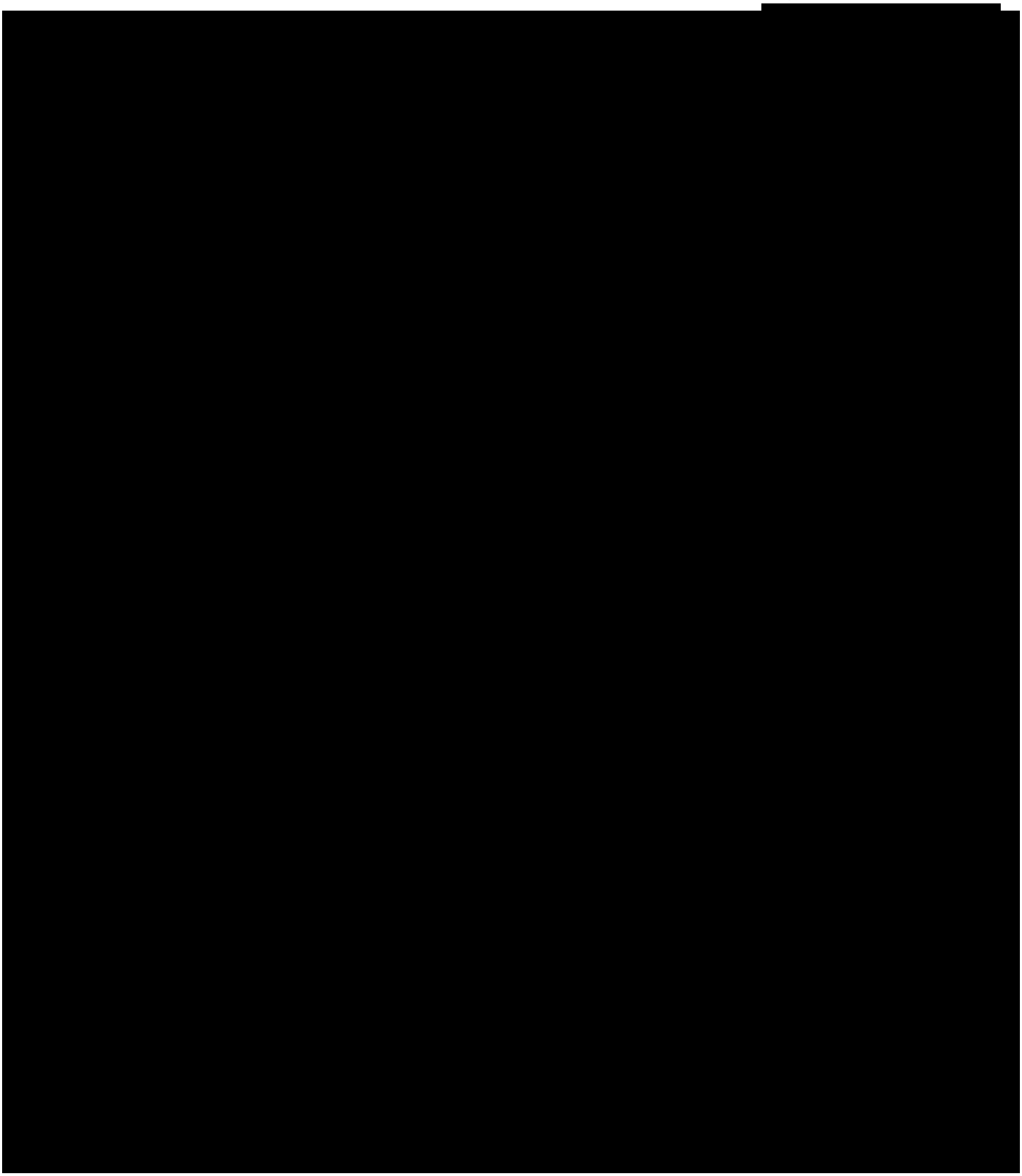
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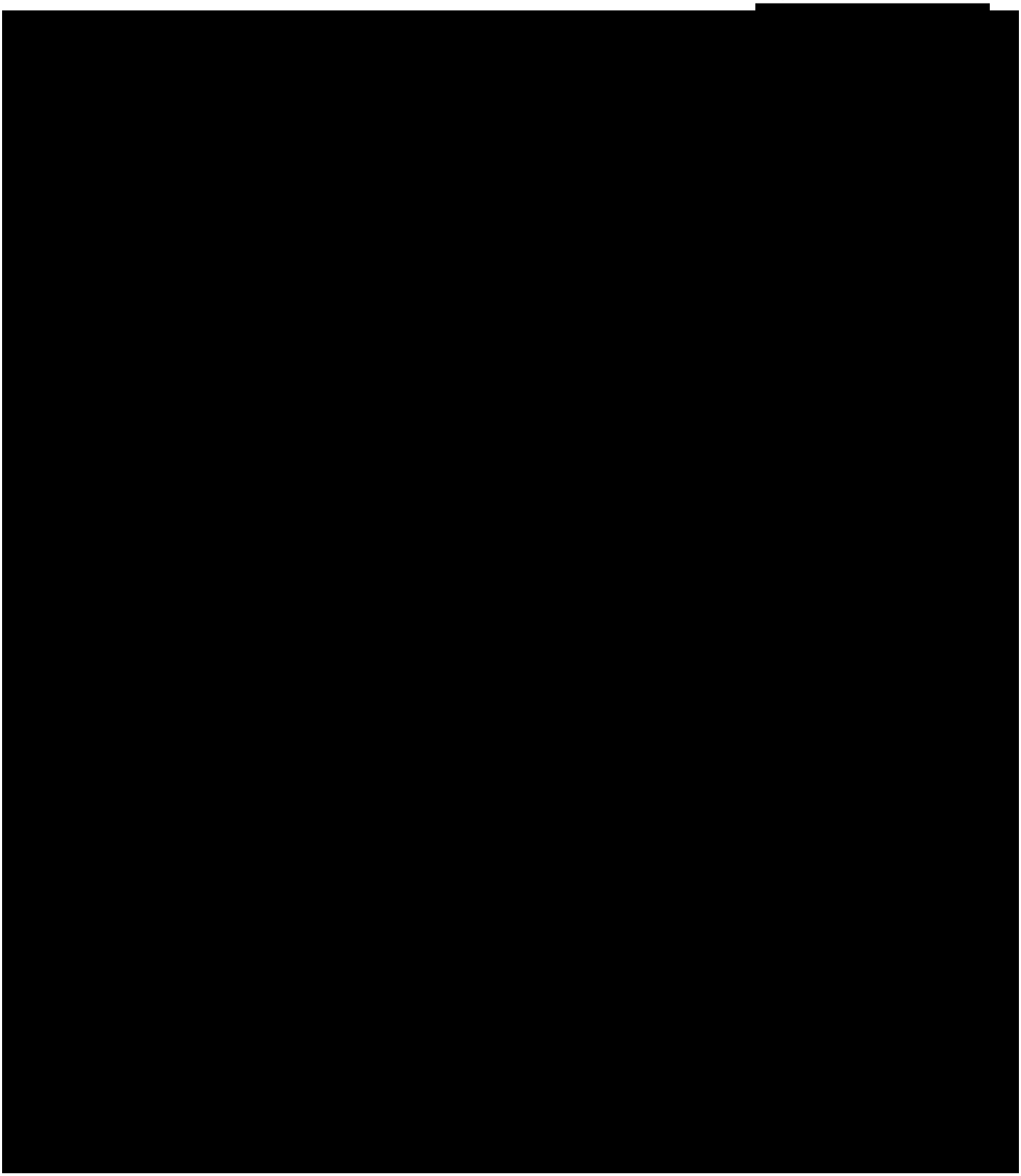
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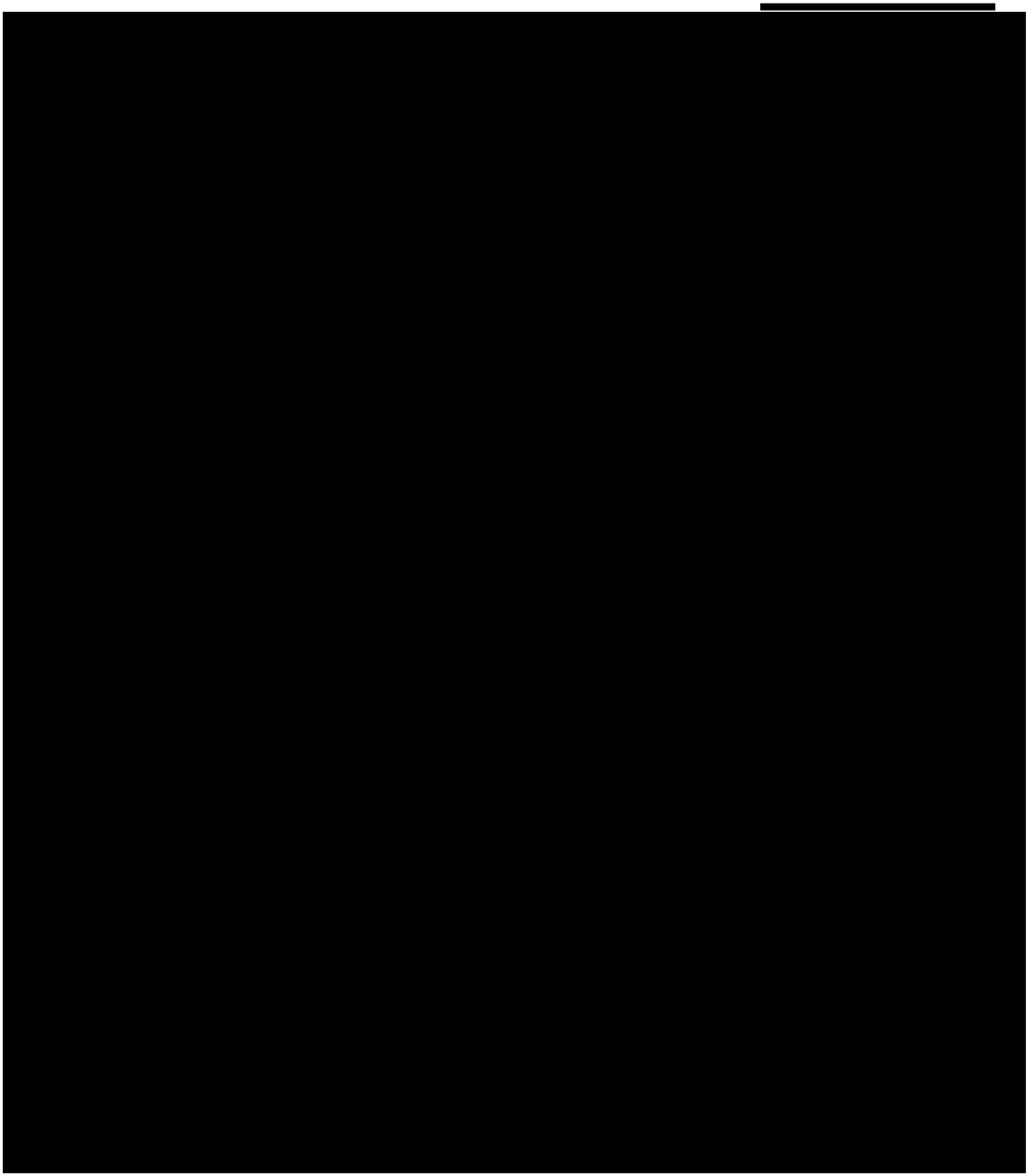
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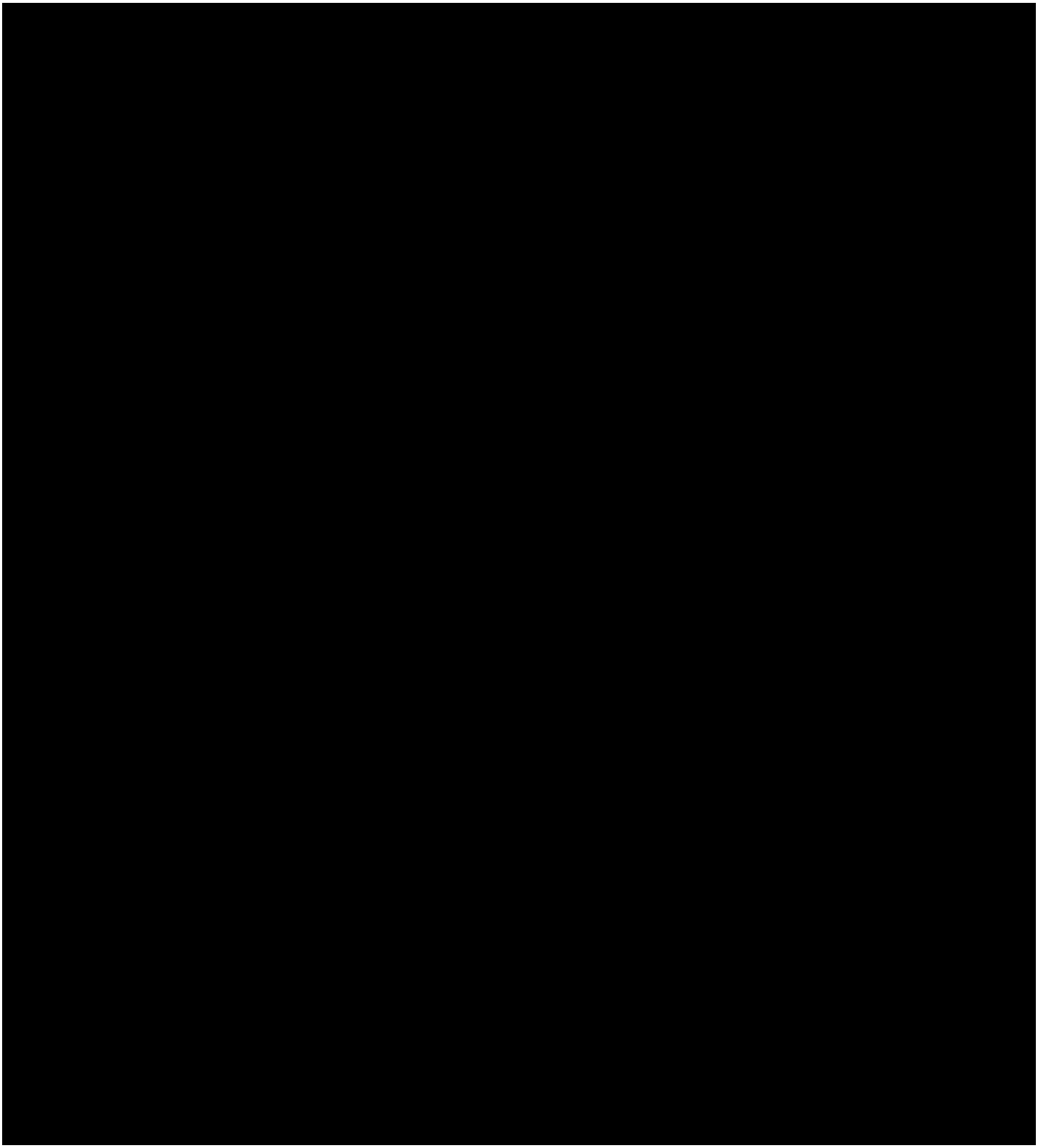
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5.0 SCOPE OF WORK

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract price. However, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

RESPONSE: We anticipate that Smart Communications employees will perform 100% of work tasks for the County and 0% will be performed by subcontractors.

SCOPE OF WORK includes, but is not limited to, the following:

5.1. Telephone System for Incarcerated Individuals and Youth

5.1.1. General Requirements

5.1.1.1. Contractor shall be responsible for the billing and collection of all completed Incarcerated Individuals/Youth Collect, Prepaid, and Debit calls in accordance with current FCC and CPUC approved tariff rates.

RESPONSE: Acknowledged and agreed.

5.1.1.2. Contractor shall provide capability for Collect, Prepaid, and Debit calls.

RESPONSE: Confirmed. Smart Communications offers a variety of calling account and payment options to help inmates stay in touch with their family and friends. Our SmartEvo™ ITS supports the following calling account/payment options: Traditional Collect, Prepaid Collect, PIN Debit and Direct Bill. The SmartEvo™ ITS can also be programmed to provide the called party with immediate access to a live, Customer Care Center representative to assist with account setup when an inmate attempts their first call.

Traditional Collect
Depending on the family or friend's local telephone service provider, they may be eligible to pay for collect calls from inmates. Collect call attempts are authenticated using real-time LIDB validation to determine if the call can be billed by the called party's local telephone service provider. If collect calls can be billed, their charges will appear on the called party's telephone bill. If a collect call is rejected by the validation process or has exceeded the monthly collect call threshold, the called party has the option of setting up a Prepaid Collect account.

Prepaid Collect and PIN Debit
Prepaid Collect (PPC) is the best solution if an inmate's family or friend cannot receive collect calls or wants to control how much they spend on receiving inmate phone calls. Funds deposited into a PPC account allow family or friends to pay for collect phone calls they receive from an inmate in advance.

PIN Debit is an inmate-owned prepaid phone account. A PIN Debit account allows an inmate to pay for phone calls they make in advance so there is no cost to the called party. Funds may be deposited into a PIN Debit account by inmates' family members or friends, or by an inmate initiating a commissary account funds transfer.

Unlike a PPC account, a PIN Debit account is owned by the inmate and is therefore not restricted to calling the telephone numbers specified by a family member or friend. PIN Debit account funds may be used by inmates to pay for calls to any County-approved telephone number they choose.

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Public users can make PPC or PIN Debit account deposits in the following ways:

- Customer Care Center (Live Operators): 888-843-1972
- Interactive Voice Response (IVR): 888-843-1972
- Online: www.SmartInmate.com
- On-site deposit kiosk (if installed)
- Western Union or money order

Direct Bill

Direct Bill is an option designed specifically for customers such as bail bondsmen and other organizations that typically don't accept credit card payments. An organization interested in setting up a Direct Bill account may do so by contacting our Customer Care Center at 888-843-1972.

5.1.1.3. Contractor shall generate and process Personal Identification Numbers (PINs) within the next best real-time (less than 2 minutes) to update system for Incarcerated Individuals/Youth to begin making calls. Contractor shall describe its PIN generation and processing and include length of time to generate or obtain a PIN.

RESPONSE: Confirmed. The use of Personal Identification Numbers (PINs) is an integral part of the proposed SmartEvo™ ITS. A unique PIN is assigned to each inmate, linking the inmate to a telephone account allowing them to make telephone calls. The PIN is created in real time at the time of booking and is disabled at the time of discharge.

The inmate's PIN must be keyed in by the inmate at the beginning of each telephone call. The PIN identifies the inmate making the call, allowing investigators to track calls made by the inmate. All PINs are logged for the purpose of tracking, regardless of whether a call was monitored or recorded.

The County can choose one of the following three primary modes of PIN operation to a single phone or group of phones in a facility:

1. **Open PIN**: An "*Open PIN*" has no inmate-specific calling restrictions. Calls made by an inmate with an "*Open PIN*" are regulated only by global restrictions that apply to all inmate calls (e.g., blocked numbers, maximum call duration, etc.). For example, an "*Open PIN*" allows the inmate to call any number other than those globally blocked for all inmates. In this case, the PIN serves to identify the inmate caller for investigative and other purposes.
2. **Restricted PIN**: A "*Restricted PIN*" has inmate-specific restrictions assigned. Personal restrictions that can be assigned include personal allowed numbers (PANs) and personal blocked numbers. At the County's discretion, an inmate's personal restrictions can over-ride certain global restrictions.
3. **Closed PIN**: A "*Closed PIN*" is one that is suspended or deactivated for disciplinary or other reasons. The "*PIN Lock-Out*" feature of the SmartEvo™ ITS is used to block the inmate from making calls for a specified period of time, after which the system automatically reactivates the PIN. During the lock-out period, the system will not process a call attempt initiated with the suspended PIN. A deactivated PIN will remain deactivated until the specified reactivation date or manually reactivated by authorized staff.

The SmartEvo™ ITS provides a flexible suite to facilitate interfacing with third party systems such as JMS, OMS and inmate trust applications. With support for real-time modern SOAP and Restful Web Services, legacy flat file support, including data translation and mapping tools, and over 30 years of experience, nearly any interface can

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be achieved by our Network Operations Center (NOC) team. The SmartEvo™ ITS can be interfaced at multiple points in your daily workflow and allow automatic updates of the following:

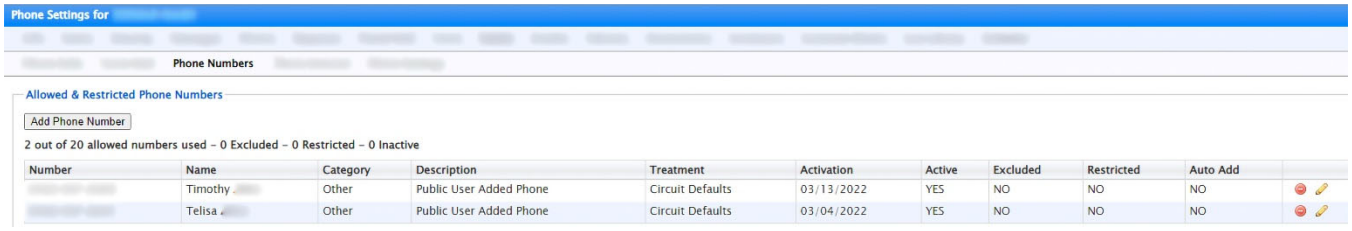
- Automatic PIN Phone account creation during the booking process
- PIN Enable and Disable for release to court or other temporary inmate transfers
- Automatic housing relocation tracking
- Instant PIN Phone account deposits and credits

5.1.1.4. Contractor shall have the capability to allow an Authorized Call list or Personal Allowed Number (PAN) list that the Sheriff's Office and Probation Department, at its discretion, will have the flexibility of adding or deleting numbers with no minimums or maximums.

RESPONSE: The SmartEvo™ ITS can be configured to support various methods for the creation and management of inmate Personal Allowed Number (PAN) lists. All PAN list changes are reflected in the system in real time.

1. **Automatic PAN**: The first "***X***" quantity of telephone numbers called, as defined by the County, are automatically added to an inmate's PAN list. This PAN management method is popular as an inmate's PAN list is created on-the-fly, without the involvement of facility staff, thus allowing inmates to connect with their loved ones and legal counsel immediately.
2. **Inmate Managed PAN**: Allows inmates to manage all aspects of their PAN list, such as:
   - Adding a new telephone number
   - Reviewing new telephone number authorization status and all authorized numbers
   - Identifying their relationship with the party associated with the telephone number (i.e., mother, father, significant other, etc.)
   - Removing an existing telephone number
3. **Batch PAN Import**: A customized solution that allows for pre-existing and new inmate PAN lists with associated relationship details to be imported/mapped into the SmartEvo™ ITS without staff involvement.
4. **Facility Staff Manual PAN Entry**: Authorized facility staff receive and manually enter the telephone numbers inmates wish to add to their PAN lists. This method reduces the potential for harassment as facility staff are provided with an opportunity to vet each number before an inmate can place a call.





Regardless of which PAN list management method is used, authorized staff can add or remove telephone numbers in an inmate's PAN list at any time, and associate telephone numbers with specific inmate Personal

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Identification Numbers (PINs) via the SmartEcosystem™ Dashboard. Additionally, the SmartEvo™ ITS provides the called party with options to accept or reject the current call, or block all future calls to their number during the call setup process. If the called party rejects the call, the inmate will be informed of the reason. After a pre-defined number of rejected call attempts, the SmartEvo™ ITS will prevent future call attempts to the number.

The phone type (landline or cellular) associated with a called party's telephone number is automatically recorded in the SmartEcosystem™ Dashboard via our Line Information Database (LIDB) interface.

The SmartEvo™ ITS can be configured to allow or disallow attorney telephone numbers to be counted in an inmate's PAN list.

5.1.1.5. The Sheriff's Office and Probation Department will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls. Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no- answers, etc.).

RESPONSE: Acknowledged and agreed.

5.1.1.6. Contractor shall provide two complete (2) System Administrative Console or Workstations onsite for the Sheriff's Office and two (2) complete System Administrative Consoles or Workstations onsite for the Probation Department at no charge. Each Workstation shall include a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.

RESPONSE: Acknowledged and agreed.

5.1.1.7. The Workstations shall include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers. Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of Incarcerated Individuals/Youth calls. Contractor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the Incarcerated Individual and Youth Telephone System.

RESPONSE: Acknowledged and agreed.

5.1.1.8. At the request of the Sheriff's Office and/or Probation Department, Contractor shall replace any or all Workstation-related components to be received no more than ten (10) calendar days, should equipment be determined by the Sheriff's Office and/or Probation Department as outdated and/or inefficient.

RESPONSE: Acknowledged and agreed.

5.1.1.9. Contractor shall be responsible for paying for and installing any additional physical plant requirements for the Incarcerated Individual and Youth Telephone System (power, security, data, cabling, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.1.10. Contractor shall be responsible for obtaining, developing, and implementing the interface requirements (i.e., with Jail Management System, Commissary) required to implement the telephone system and associated services (i.e., PINs, Debit, Interactive Voice Response, etc.). Contractor shall bear all costs of

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required interface(s). Contractor shall be responsible for any and all costs incurred in conjunction with the implementation of the Telephone System, Services, and Features.

RESPONSE: Confirmed. The Smart Communications' technologies, services and SmartEcosystem™ Dashboard feature flexible architecture that is designed to accept various data formats, allowing them to easily interface with JMS, Commissary, Inmate Accounting and other Jail systems the County currently uses. These interfaces provide tremendous value as they automate information flow, ensuring data remains consistent between systems, while simultaneously reducing staff data entry burden.

Interfaces will specifically be established to allow individuals to purchase pre-paid telephone time for inmates to use on the SmartEvo™ ITS. Information received from third party vendors on purchased debit calling time will be credited and applied to the inmate's account when used. Additionally, the interface will provide a standard mechanism which will allow unused prepaid ITS funds to be transferred to the inmate's trust account upon release.

All interfaces will be translated, mapped and established by Smart Communications' Engineering team during project implementation at ***no cost*** to the County.

5.1.1.11. Provide a detailed Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the Request for Proposal preceding and/or following a natural or human-induced disaster.

RESPONSE: Acknowledged. Please refer to ***Section 2***, ***#8.2.2.4 Disaster Recovery Plan*** for details.

5.1.1.12. At no cost to Sheriff's Office and Probation Department, Contractor shall move or remove telephones, as well as install additional telephones and monitoring and recording equipment as needed.

RESPONSE: Acknowledged and agreed.

5.1.2. System Requirements

5.1.2.1. Contractor's system must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC- based networks, mainframes, or other platforms, providing secure anytime, anywhere access. Contractor shall be responsible for any interface costs or upgrades with the Commissary and Jail Management Systems, and any other costs incurred in conjunction with implementing the system and its features.

RESPONSE: Acknowledged and agreed.

5.1.2.2. Contractor's system shall permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for Incarcerated Individuals/Youth use for the purpose of placing phone calls through this system. The Telephone System shall provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, and Debit) and Call Type (local, intra-LATA,

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inter-LATA, Interstate, International). Contractor's automated operator telephone system shall also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.

RESPONSE: Confirmed. Smart Communications' SmartEvo™ ITS supports outgoing local, domestic and international call capabilities for inmates to stay in touch with their family and friends using a variety of payment methods. The SmartEvo™ ITS processes all calls in the same manner regardless of call type or payment method. All calls originating at the facility are processed with an automated operator with no need for any assistance from a third-party. All calls are subject to the same restrictions and functions, including monitoring, recording and on-site reporting.



5.1.2.3. Post-Dial delay shall not exceed 15 seconds, and billing shall start after voice recognition has been verified and the called party has accepted the call.

RESPONSE: Acknowledged and agreed.

5.1.2.4. The system shall have the ability to provide, print, download and e- mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN/PAN, phone, number dialed, time/date, duration, call type, call status, etc., by Sheriff's Office and Probation Department staff.

RESPONSE: Acknowledged and agreed.

5.1.2.5. The system shall have the capability of reverse lookup of phone numbers called to provide call detail. Provide a detailed description of your reverse lookup capability.

RESPONSE: Confirmed. Smart Communications tracks all caller and recipient information in our database. Authorized staff can view statistics and generate a variety of reports with this data to show common connections, shared connections, common callers and other details regarding call activity via the SmartEcosystem™ Dashboard.

To further aid in investigations, the SmartEcosystem™ Dashboard also includes a "best known name and address" feature, which can query internal client databases to locate the "best known name and address" associated with the phone number called by an inmate. If located, the address will be displayed on a map. The call details associated with the calls can be viewed from the same screen.

5.1.2.6. The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.

RESPONSE: Confirmed. The technologies, services and networks deployed by Smart Communications are maintained by our in-house Network Operations Center (NOC). Our NOC remotely monitors network health, security and other factors that impact network performance 24/7/365 to ensure 99.9% uptime. Proactive monitoring allows our NOC to anticipate and identify potential sources of service degradation or interruption before they become a problem. If an issue is anticipated or has been identified, our experienced NOC personnel take immediate corrective action. If our NOC is unable to resolve the issue remotely, the facility will be notified.

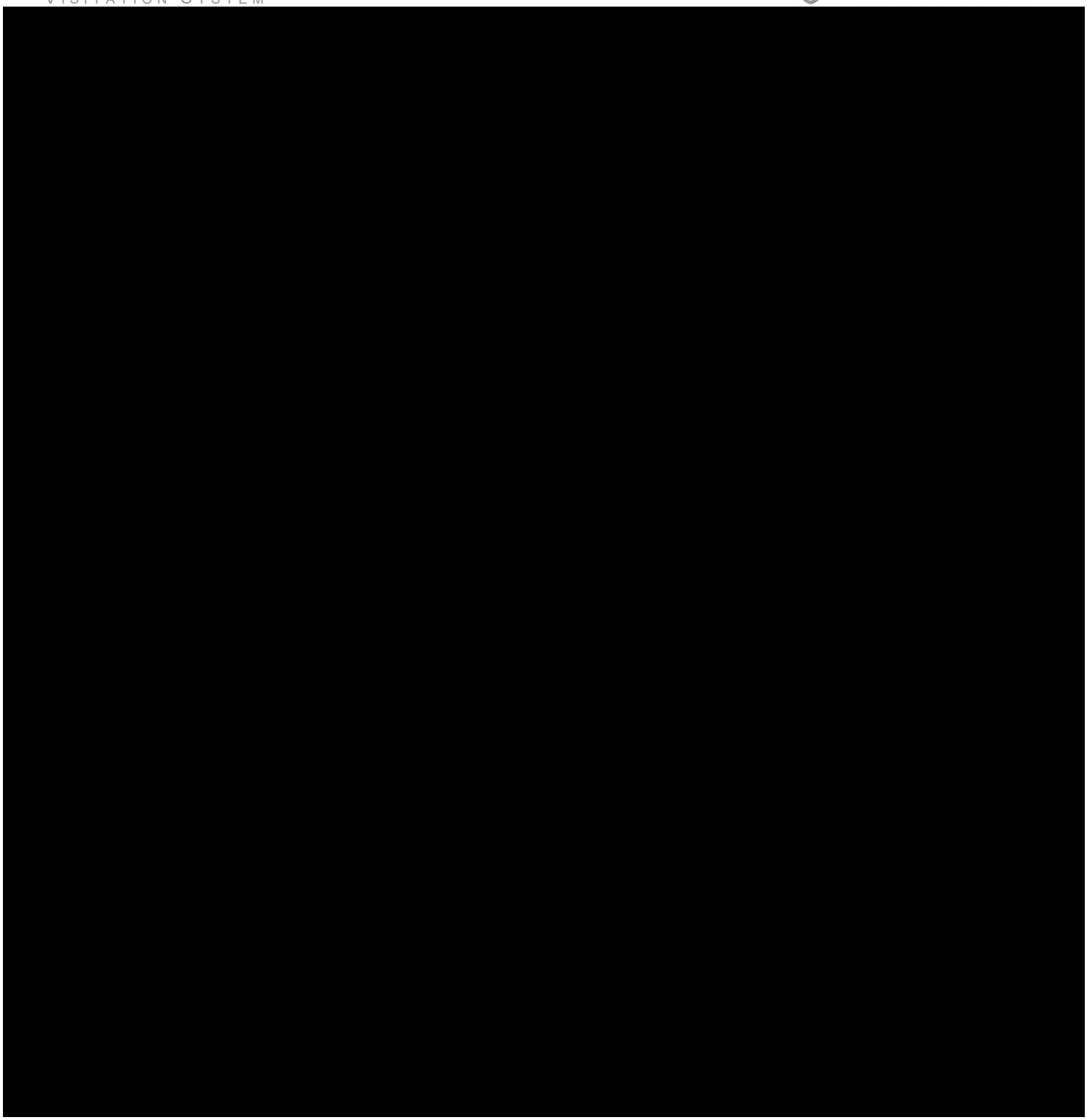
5.1.2.7. The system shall provide full Key Word Search feature that maintains a high level of accuracy (no less than 75% accuracy) as well as adaptability for new updates. The feature shall also automatically transcribe flagged calls and transcribe all other calls including calls on demand using "key word" and "key phrase words" search. Describe in detail your key word and key phrase words search feature, its accuracy, and its capabilities

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including but not limited to sending phrases with context and exact time on the recording to designated recipients.

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5.1.2.8. The system shall provide Interactive Voice Response (IVR) in English and Spanish at a minimum. IVR shall provide the caller with information including but not limited to:

- **5.1.2.8.1. Specific Incarcerated Individual/Youth information, including charges and booked dates**
- **5.1.2.8.2. Facility Address**
- **5.1.2.8.3. Depositing money in Incarcerated Individual's/Youth's account**
- **5.1.2.8.4. Mail Restrictions**
- **5.1.2.8.5. Property Releases**
- **5.1.2.8.6. I-Care package Options**
- **5.1.2.8.7. Phone System**
- **5.1.2.8.8. Connect to Live Person**

RESPONSE: Acknowledged and agreed.

5.1.2.9. The system shall be a true web-based system. The system shall support and interface with web services, integrating Web-based applications using open standards.

RESPONSE: Confirmed.

5.1.2.10. The system's current commonly used browser shall be in web format. It must be true web-based with nothing being installed on the local computer. Contractor shall be willing and able to make system changes to better support the needs of the Sheriff's Office and Probation Department. The proposed system shall operate independently from the Sheriff's Office's and Probation Department's Wide Area Network (WAN) and/or Local Area Network (LAN).

RESPONSE: Confirmed. Authorized users can access all administrative and reporting functions for the proposed system via our secure, web-based SmartEcosystem™ Dashboard from any computer with an internet connection. No software installation is required. Smart Communications will provide an independent network to support the proposed services and make any customizations needed.

5.1.2.11. The system's browser shall have no plug-ins.

RESPONSE: Confirmed.

5.1.2.12. The desired Telephone System phone calls must be capable of being monitored, recorded, and archived (for five years), with the exception of calls made to criminal defense attorneys, including the Monterey County Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Contractor into the Telephone System.

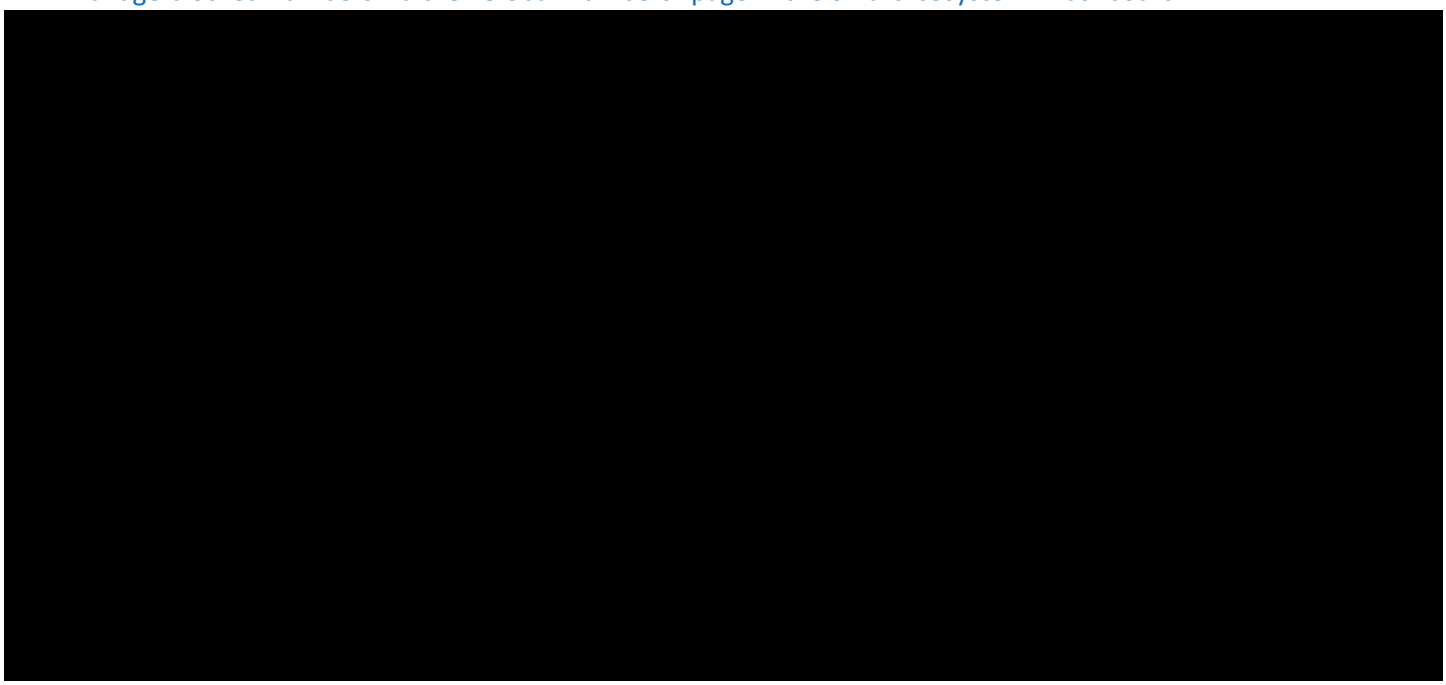
RESPONSE: Confirmed. Please refer to Section ***5.1.4. Call Monitoring/Recording System*** for details.

5.1.2.13. Conversely, calls shall be blocked to certain numbers on a system- wide basis and to others on a case-by-case basis, managed by the Sheriff's Office and Probation Department. System-wide blocked calls include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by Contractor into the telephone system. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the Telephone System.

RESPONSE: Confirmed. The SmartEvo™ ITS provides full control of blocked number lists whether the number is blocked by inmate PIN, specific phones or system wide. Numbers can be blocked by the called party, a Smart Communications Customer Care Center representative or by authorized County staff. Before the called party

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accepts a call, they have an option to block further calls from the facility by dialing "7." Authorized staff can manage blocked numbers via the "Global Numbers" page in the SmartEcosystem™ Dashboard.



5.1.2.14. The system shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Incarcerated Individuals/Youths shall be required to hang up before dialing a new number. The Contractor shall provide a report of a list of offenders.

RESPONSE: Confirmed. The SmartEvo™ ITS is a purpose-built digital switching platform; all aspects of the SmartEvo™ ITS have been designed for providing secured inmate calling services and features to help prevent fraudulent activities. The SmartEvo™ ITS is not a Private Branch eXchange (PBX), other type of telephone system or soft switch that needs to be tweaked into providing inmate phone calls. The SmartEvo™ ITS is delivered with many innovative security, fraud detection and prevention tools, including:

- **Voice Biometrics and PIN fraud prevention**: When an inmate makes their first call through the SmartEvo™ ITS, they are automatically enrolled in our fully-autonomous voice biometrics system with clear voice prompts to guide them through the process. During enrollment, the SmartEvo™ ITS analyzes the inmate's speech pattern and vocal pitch and can detect an inmate's attempt to defeat the voice biometrics engine. Active noise cancellation (ANC) is also automatically activated to reduce background noise. The voice biometric data captured during enrollment is stored in the SmartEvo™ ITS and used to verify an inmate's identity whenever they place a call. Our voice biometrics technology also monitors and continuously analyzes the voices of each party on every call in real time. Details of the analysis are retained for review and reporting after call completion. Real-time alerts can be configured to signal the detection of non-valid parties on a call that meet a preset confidence threshold.
- **Patented 3-Way Calling Detection**: Our 3-Way Call Detection System is unique in its ability to dynamically adapt to each phone call based on the complete end-to-end network conditions. This is a

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substantial improvement over traditional simple threshold silence detection techniques. The 3-Way Call Detection feature initially analyzes the existing line conditions and uses it as a baseline for the remainder of the call. The SmartEvo™ ITS monitors the call for conditions that indicate that the called party has activated a 3-Way Call or placed the call on hold. When a possible 3-Way Call attempt has been detected, the SmartEvo™ ITS performs the action as programmed by the system administrator.

- **Extra dialed digits detection and prevention**: The SmartEvo™ ITS is provisioned with enough resources to perform full time DTMF digit detection on every active call. Any dialed DTMF digits are detected and if not permitted, result in the call being terminated. The SmartEvo™ ITS provides flexible control over the use of extra digits during a call, including whether detection is enabled, which digits are permitted to be dialed and which digits will cause an immediate call termination.
- **Directory assistance/operator call prevention**: The SmartEvo™ ITS provides complete control over all calls placed through the system and disallows 800/900/information/operator call options. The ITS validates dialing patterns and specifically restricts certain prefixes, such as 900, 800, 888, 700, 976, 411, 911, and common patterns, such as "N11", "10XXX", "0" and "00". Additionally, the ITS allows for very specific blocking based on wild card patterns, such as any "NPA" or "NPA-NXX" combinations. All inmate calls are processed by an automated operator.
- **Switch-hook/chain dialing detection and prevention**: The SmartEvo™ ITS prevents "hook-switch/chain dialing" by limiting the inmate to one call per connection. There is no direct access to Public Switched Telephone Network (PSTN) dial tone and attempts to gain a second dial tone are not allowed. Once the hook switch is depressed, the SmartEvo™ ITS terminates the call.
- **Positive DTMF call acceptance**: The SmartEvo™ ITS requires positive DTMF acceptance by the called party before an inmate's call is connected. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call before any communication with an inmate can take place. The SmartEvo™ ITS recognizes legitimate call acceptance events and can distinguish them from standard or irregular ringing signals, answering machines, operator intercepts, quick disconnects, chain dialing, no voice from called party and other non-conforming telephone activities.
- **Unlimited Call Watch Lists**: The SmartEvo™ ITS allows authorized staff to set up call watches on as many called numbers, inmates or inmate phones as necessary. The call watches can use one or more of the criteria to make complex watch conditions. Watches can also contain lists of numbers, such as staff, known gang members, accomplices or other high interest groups. When the SmartEvo™ ITS detects a call that matches one of the watch conditions, it will take one of the preset actions, including providing an audible notification, sending a text or email, or call a phone number and allow the user to listen to the call audio remotely. When listening remotely, the user enters a PIN and can elect to listen to the call live, rewind or pause the call audio. The user can also disconnect the call in progress.

5.1.2.15. The system shall block three-way calling, conference calling, and call forwarding. The system shall not allow any inmate to initiate directly or indirectly the use of third-party service providers, friends, and family to communicate directly with other inmates inside or outside the facility in other incarceration facilities and institutions.

RESPONSE: Confirmed. Smart Communications' patented 3-Way Call Detection System is a highly-effective fraud deterrent. The system is integrated in the SmartEvo™ ITS without requiring additional hardware or software. Our 3-Way Call Detection System is unique in its ability to dynamically adapt to each phone call based on the complete end-to-end network conditions. This is a substantial improvement over traditional simple threshold silence detection techniques.

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Highly Accurate 3-Way Call Detection:
The patented detection algorithms are completely developed and maintained by in-house digital signal processing engineers. As 3-way calling does not utilize a dedicated network signaling protocol, any detection system is forced to make the decision to act based on the information which can be observed on the live call. The algorithms in the SmartEvo™ ITS are tuned to perform to the level of aggressiveness desired to provide a good balance between detecting true 3-way calls versus false-detecting other call activities.

A common problem with all 3-Way Call Detection Systems, especially simple silence detection system, is falsely identifying legitimate calls as 3-way attempts due to common occurrences, such as placing a phone down on the table or covering the mouthpiece. Smart Communications' 3-Way Detection algorithm is specifically designed to avoid these problems by dynamically adapting at the start of each call, and during the ongoing call, by analyzing the characteristics of the telephone circuit in use. By adapting on the fly, our system can learn the difference between a true "on-hold" event versus a simple quiet conversation period. Our system can further adapt its performance based on geographic destinations or even specific called numbers and exchanges.

Operation:
The 3-Way Call Detection feature initially analyzes the existing line conditions to use as a baseline for the remainder of the call. The system then monitors the call for conditions that indicate the called party activated a 3-way call or placed the call on hold. When a possible 3-way call attempt has been detected, the system performs the action as programmed by the administrator and a record of the event is stored in the call detail record. After the call is complete, the 3-Way Call Detection System resets and waits for the next call to begin.

Fully Digital Signal Processing (DSP):
The SmartEvo™ ITS uses an all-digital processing system to analyze the characteristics and performance of each telephone call. Each port in the system provides a dedicated Digital Signal Processing (DSP) resource.

Dynamic Calibration, Remote Configuration and Adjustment:
At the start of each call, the system adapts the 3-way call process parameters based on the actual line and call conditions. Internally, the system has over 18 soft parameters that provide a fine level of precision to the call detection system. Most installations can use the factory settings, which are the result of extensive field trials and analysis. If necessary, these the parameters can be remotely adjusted to obtain optimum system performance.

Multiple Detection Options:
Upon detection of a 3-way call attempt, the system performs the action as programmed by the administrator:

- Disconnect the call
- Play a single prompt or begin playing a prompt at random intervals during the call
- Take no external action

Enable or Disable Detection:
Each call processed by the SmartEvo™ ITS can be classified and tagged to enable or disable 3-way call detection. This feature makes it possible to disable 3-way detection for calls to valid individuals, such as lawyers or public defenders, and enable it for calls to other numbers.

Record and Store Detection Details for Each Call:
The SmartEvo™ ITS creates a Call Detail Record (CDR) for each call. This record includes a field that indicates detection of a 3-way call attempt. Authorized users can retrieve information about 3-way call attempts through the call detail reporting feature.

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5.1.2.16. The system shall have the capability of permitting the called party to block all future calls from the Sheriff's Office and Probation Department. Calls cannot be blocked due to a lack of Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC) billing agreements with Contractor. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number. Unauthorized call attempts shall be flagged, archived (for five years), and alert reports shall be generated.

RESPONSE: Confirmed.

5.1.2.17. The system shall provide the ability to selectively monitor call activity in real-time and initiate appropriate action as necessary. The system shall be capable of retrieving and generating Incarcerated Individuals/Youth unauthorized call activity logs for specified periods.

RESPONSE: Confirmed. Please refer to Section ***5.1.4. Call Monitoring/Recording System*** for details.

5.1.2.18. The system shall record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call shall be stored for the life of the contract and for retrieval for a period of five (5) years. The system shall have the capability to transfer the recorded calls to removable media for archiving, or review. The call and video recordings shall be maintained by Contractor and easily accessible by the Sheriff's Office and Probation Department throughout the retention period.

RESPONSE: Confirmed. Please refer to Section ***5.1.4. Call Monitoring/Recording System*** for details.

5.1.2.19. The system shall be capable of generating a variety of management reports and call detail reports. The system shall be able to identify calls by time, location, specific telephone instrument, Incarcerated Individuals/Youth PIN, or number called. The system shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with multiple SmartEvo™ ITS administrative and reporting tools. Please refer to ***Section 3***, ***#8.2.3.5 Management and Maintenance Reports*** for details.

5.1.2.20. Contractor shall be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the corrective action taken to the Sheriff's Office and Probation Department. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during the off-peak hours of 10:00 pm to 06:00 am.

RESPONSE: Acknowledged and agreed.

5.1.2.21. Automated call instruction/announcements shall be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.

RESPONSE: Confirmed.

5.1.2.22. The system shall utilize positive call acceptance and active consent for all touch tone calls and shall allow passive acceptance for rotary dial calls.

RESPONSE: Confirmed. The SmartEvo™ ITS requires positive acceptance by the called party before an inmate's call is connected. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call. The SmartEvo™ ITS recognizes legitimate call acceptance events and can distinguish them from standard or irregular ringing signals, answering machines, operator intercepts, quick disconnects, chain dialing, no voice

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from called party and other non-conforming telephone activities. If a non-conforming telephone activity is recognized during a call attempt, it is documented in the Call Detail Record (CDR) and the call will not be completed; no charges will be incurred.

To accept inmate calls from a rotary or pulse dial phone, the called party can contact our Customer Care Center to be added to the passive acceptance list. This configuration can also be accessed by authorized County users via the Smart-Ecosystem™ Dashboard.

5.1.2.23. The called party shall be informed of the cost of the call prior to accepting the call, on all types of Collect calls.

RESPONSE: Confirmed. Before a call is positively accepted, called parties are provided the option of obtaining call type and rate details from the SmartEvo™ ITS automated operator.

During the initial greeting message, the automated operator will announce the following:
"To obtain call type and rate information for this call, dial "3" now."

When this option is selected, the automated operator will announce the following:
"The cost for this [call type] call will be [x] dollars and [xx] cents for the first [y] minute(s) and [x] dollars and [xx] cents for each additional {y} minute."

The automated operator also provides called parties with options to accept or reject the call:
"To accept this call, dial "1" now. To reject this call, dial "2" now."

Charges are only incurred once a call has been accepted by the called party.

5.1.2.24. Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.

RESPONSE: Confirmed. Smart Communications will provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the proposed system.

The SmartEvo™ ITS hardware is also delivered with an Uninterruptible Power Supply (UPS). The battery capacity of the UPS provided will allow for the SmartEvo™ ITS to be operated for a minimum of two hours during an emergency.

5.1.2.25. Pursuant to California Penal Code 851.5, an arrested person is entitled to three free local telephone calls at the time of booking. The arrestee, if he or she is a custodial parent with responsibility for a minor child, has the right to two additional telephone calls within the local dialing area, or at his or her own expense if outside the local area, for the purpose of arranging for the care of the minor child or children in the parent's absence. Telephones located in the intake area will be configured to allow Incarcerated Individuals to make local calls to landline and cell phones at no cost. Describe how the free calls will be handled, inclusive of custodial rights, and with PIN generation and Voice Biometrics.

RESPONSE: Confirmed. During installation, the SmartEvo™ ITS will be configured to support free calls based on the preferences of the County. All free calls will be recorded in the same manner as billable call types. For identification and investigative purposes, Smart Communications recommends that an inmate be required to enter his/her inmate PIN to place a free call.

5.1.2.26. Pursuant to California Welfare and Institutions Code Section 627(b), Youth are entitled to at least two (2) free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow Youth to make local calls to landline and cell phones at no cost. The Contractor will be

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required to provide these calls at no cost to the Probation Department and will inform Probation Department what constitutes a local call. The system must allow free calls to the California Relay Service (CRS) to assist hearing-impaired Youth and must also allow Probation Department to specify speed dials.

RESPONSE: Confirmed. During installation, the SmartEvo™ ITS will be configured to support free calls based on the preferences of the County, as outlined above in our response to ***#5.1.2.25***.

Smart Communications will provide a Video Relay System (VRS) through Purple Communications at ***no cost*** to the County. Please see our response to ***#5.1.3.7***. for more details.

The SmartEvo™ ITS can be configured to allow access to specified speed dials for services such as PREA, Crime Tips (covert communications), requests (general, medical and grievances), Public Defenders and more. Calls can be routed to the internal, secure SmartEvo™ ITS Voicemail Exchange (VMX™) or to approved, designated external numbers. Smart Communications will configure such numbers/voicemails during installation at ***no cost*** to the County. Administrators can also utilize this feature to communicate important messages to inmates.

5.1.2.27. The system shall provide for automated turn on and shut off at designated times and system shut off capabilities from designated areas.

RESPONSE: Confirmed. The SmartEvo™ ITS features programmable automated on/off (shut down) controls. Automated on/off controls can be scheduled for a specific inmate or group of inmates, an individual telephone or group of telephones, or the entire telephone system on a daily, weekly, monthly or annual basis.

5.1.2.28. The system shall allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the Telephone System.

RESPONSE: Confirmed. There is virtually no limit to the number of simultaneous users. The system is only accessible to authorized County personnel via the secure, web-based SmartEcosystem™ Dashboard. After logging in to the SmartEcosystem™ Dashboard with their valid username and password credentials, authorized users can perform all system functions relative to their security level setting. For security and auditing purposes, all user activity, such as page views and database modifications, are logged in detail.

5.1.2.29. Contractor shall provide the maximum number of simultaneous authorized operator access to the system.

RESPONSE: Not applicable. The SmartEcosystem™ Dashboard does not impose a limit on simultaneous access to system utilities.

5.1.2.30. The system shall have the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments shall provide the capability to mute the Incarcerated Individuals/Youth's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.

RESPONSE: Confirmed. The SmartEvo™ ITS can be shut down by authorized staff via the web-based SmartEcosystem™ Dashboard or by manual switches installed at County-designated locations. Shut down controls can be configured by individual telephone, telephone group or the entire telephone system.

The SmartEvo™ ITS will not allow communication with the called party until the call has been actively/positively accepted. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call.

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The SmartEvo™ ITS is provisioned with enough resources to perform full time DTMF digit detection on every active call. Any dialed DTMF digits are detected and if not permitted, result in the call being terminated. The SmartEvo™ ITS provides flexible control over the use of extra digits during a call, including whether detection is enabled, which digits are permitted to be dialed and which digits will cause an immediate call termination.

5.1.3. Telephones

5.1.3.1. All telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be capable of mounting to cement wall, block wall, stainless steel shrouded columns or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.



RESPONSE: Confirmed. Smart Communications will provide inmate telephone stations specifically designed to meet the unique security, safety and durability needs of correctional facilities.

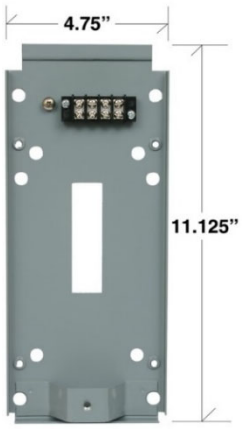
All inmate telephone station ringers are disconnected and will not allow incoming calls. These inmate telephone stations are manufactured of high-strength, tamper-proof heavy gauge steel that is coated in a graffiti/scratch resistant finish. The telephone handsets are constructed of heavy-duty polycarbonate molded plastic and feature no removable parts. These handsets attach to the base station via a steel armored, stretch/break/pull resistant cable. The length of the cable can be customized to meet facility-specific requirements.

Inmate telephone station dial pads are constructed of heavy-duty metal and sealed to prevent moisture and allow for use in inclement weather conditions. In addition to these security and durability features, all SmartEvo™ ITS hardware used by inmates are line powered and have no parts that can be removed without use of a specialized tool. These prevent damage and inhibit inmates from using telephone parts to manufacture weapons.

Smart Communications will also supply "hands-free" telephones for inmate use where suicide threat is present.

FEATURES:

- Built-in user-controlled "LOUD" button for ADA mandated volume control (user-controlled volume amplification and volume resets to normal with on-hook)
- Confidencer technology filters out background noise at the user's location, allowing better sound to the called party; all-in-one electronic dial features modular incoming line and handset connections for quick maintenance; Carbon (HS) and DuraClear (DURA) Handsets have separate 4-pin connections
- Heavy duty 14-gauge brushed stainless steel provides rugged housing designed for inmate use with mounting backboard
- Armored handset cable available in 18.0", 32.0", 54.0" and custom lengths; secured with a 14-gauge retainer bracket for maximum vandal resistance
- Handset has sealed transmitter and receiver caps, suitable for heavy use and abuse locations



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- Pin-in-head security screws minimize tampering
- Hearing aid compatible and FCC registered US: lDATE0SBITC-254, IC:3267A-ITC254

5.1.3.2. Telephone instruments shall have touch-tone keypads.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.3. Telephone instruments shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.4. Telephone devices will be configured with a braided steel receiver cord, the length of which may vary and will be determined by the Sheriff's Office and Probation Department prior to implementation.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.5. All telephone instruments must be water resistant and fireproof and have key- locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.6. Contractor's automated operator Telephone System shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Currently, there is a TDD Station in the Sheriff's Office Intake/Booking area.

RESPONSE: Confirmed. Smart Communications' proposed SmartEvo™ ITS complies with all ADA standards and regulations. Smart Communications will also provision an adequate quantity of Ultratech SuperPrint 4425 TTD/TTY, which feature:



- Built-in, 24-character printer
- 3 selectable print sizes
- 32k memory
- Date/time printed at the beginning of each call
- Turbo Code and Auto ID™
- E-Turbo for simplified relay calling
- Built-in ring flasher
- Arrow keys for easy review of memory

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- Convenient GA/SK keys
- Easy-touch greeting memory
- TTY Announcer™ tells hearing callers you are using a TTY
- Baudot code (45.5/50 baud rate)
- Sticky key feature (for single-handed typing)
- ASCII code is available

5.1.3.7. Contractor shall provide Video Relay Service (VRS) for Deaf or Hard- of-Hearing Incarcerated Individuals and Youth at no cost to the Sheriff's Office and Probation Department. Current vendor currently provides VRS through a partnership with Purple Communications.

RESPONSE: Video Relay Service (VRS) and Video Remote Interpreting (VRI) on Smart Communications' hardware is provided by Purple Communications. Purple Communications' VRS and VRI are FCC-certified services for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).

Purple Communications' VRS and VRI are fully interoperable with our SmartVisit™ VVS allowing sessions to be monitored, recorded and administered in the same manner as a standard video visitation session.

5.1.3.8. Amplified handsets shall be required in all areas.



RESPONSE: Confirmed. Smart Communications will provide inmate telephone stations with a built-in, user-controlled "**LOUD**" button for ADA mandated volume control. The volume resets to normal when the handset is placed back on-hook.

5.1.3.9. Contractor shall provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the Sheriff's Office and Probation Department. Contractor shall complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department reserves the right to pre-approve mounting and installation.

RESPONSE: Acknowledged and agreed.

5.1.3.10. Telephone instruments must be line powered such that, the phone does not require separate electrical power at the device.

RESPONSE: Confirmed. Smart Communications' proposed telephone instruments are line powered do not require separate electrical power at the device.

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5.1.4. Call Monitoring/Recording System

5.1.4.1. The system shall have a call monitoring and recording system that records every call made by the system and stores retrievable recorded calls for a minimum of five (5) years or as required by current County statutes, or State and Federal regulations.

RESPONSE: Confirmed. The SmartEvo™ ITS can record all non-privileged inmate calls or be configured to selectively record calls based on inmate PIN, called numbers or inmate telephone station. Call recordings are immediately accessible for playback and/or download via the secure, web-based SmartEcosystem™ Dashboard.

Non-privileged SmartEvo™ ITS calls can also be monitored by authorized staff or investigators in real-time via the SmartEcosystem™ Dashboard. When an authorized user logs in, they can view all calls in progress and select the call they wish to monitor. There is no indication to the inmate or called party when a call is being monitored.

The SmartEcosystem™ Dashboard can be accessed on-site or remotely on any computer with Internet connection – no additional hardware or software is required. All call detail records, recordings and account information will be stored online and available to authorized users through the web-based SmartEcosystem™ Dashboard for the retention period defined by the County.

5.1.4.2. The system shall have the capability to disconnect a call that is being monitored, and a secure monitoring platform for remote call monitoring.

RESPONSE: Confirmed. Authorized personnel can immediately disconnect a call that is being monitored on-site or remotely via the web-based SmartEcosystem™ Dashboard.

5.1.4.3. Calls to certain predetermined telephone numbers shall not be recorded. The system must be able to exempt specific telephone numbers from monitoring or recording. The system must be capable of identifying specified telephone numbers as "do not record."

RESPONSE: Confirmed. The SmartEvo™ ITS will be configured to disable call monitoring and recording on attorney phone numbers to preserve attorney/client privilege. If an attorney has accepted calls before informing the facility that their number should be marked as privileged, the SmartEvo™ ITS will automatically delete any previous recordings as soon their phone number is marked as privileged.

5.1.4.4. The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.

RESPONSE: Confirmed. Please refer to our response to ***#5.1.2.7*** for details.

5.1.4.5. The system shall have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.

RESPONSE: Confirmed. Call recordings are immediately accessible to authorized users online via the SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard provides simple point and click access to download recordings and copy to alternative media for portable storage such as CD/DVD/USB storage device, etc. System users may download one or a group of recordings and retain all pertinent call detail information with the recordings for ease of use at alternate locations. By using the Investigate platform, County staff no longer need to download and burn call recordings or other information, such as images of tattoos, to CD-Rs. Once published to a case in the SmartEcosystem™ Dashboard, this information can easily be shared with external

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users. The Investigate platform allows the County to choose what types of assets each user can access and download.

Recordings are downloadable in a compressed .mp3 format or SmartEvo™ ITS proprietary file format. If recording integrity must be proven, the recording can be saved in the proprietary file format. A digital signature in the file ensures that the file data has not been altered after it has been retrieved from the system. This file format can be played using a SmartEvo™ ITS file player.

5.1.4.6. The system should include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.

RESPONSE: Confirmed. The SmartEvo™ ITS allows authorized staff to set up call watches on as many called numbers, inmates or inmate phones as necessary. The call watches can use one or more of the criteria to make complex watch conditions. Watches can also contain lists of numbers, such as staff, known gang members, accomplices or other high interest groups. When the SmartEvo™ ITS detects a call that matches one of the watch conditions, it will take one of the preset actions, including providing an audible notification, sending a text or email, or call a phone number and allow the user to listen to the call audio remotely. When listening remotely, the user enters a PIN and can listen to the call live, rewind or pause the call audio. When monitoring a call directly through the SmartEcosystem™ Dashboard, authorized staff can also disconnect the call in progress.

5.1.4.7. The system must provide for the monitoring of live Incarcerated Individuals/Youth calls without any detectable deterioration of call quality or call interruptions.

RESPONSE: Confirmed. All SmartEvo™ ITS calls that are not protected by attorney/client privilege can be monitored by authorized County or investigative staff in real time via the web-based SmartEcosystem™ Dashboard. From there, they can view all calls in progress and completed recordings and select the call they wish to monitor. Inmate calls can be monitored on-site or remotely on any Internet-enabled PC with a common web browser; no additional hardware or software is required.

Call monitoring is covert as neither the inmate nor called party can detect when their call is being monitored. Calls can be monitored by multiple investigators simultaneously without affecting the recording quality.

Screenshots illustrating the information viewable during live call monitoring are provided below.

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5.1.4.8. The system must have the ability to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. The system must be configured/networked such that all recorded calls may be accessed from any workstation. The system must be configured for both public and private secured networks.

RESPONSE: Confirmed. The SmartEvo™ ITS can be configured to allow authorized staff to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. All Smart Communications' incarcerated persons (IP) communication services, including the SmartEvo™ ITS, are administered via the SmartEcosystem™ Dashboard. With its unified and fully integrated design, the SmartEcosystem™ Dashboard provides authorized facility users with access to all IP communication service monitoring, reporting, data sharing and investigative tools in one place, with a single login. Authorized users can use any PC with a modern browser and active Internet connection on a public or private network to access and utilize the SmartEcosystem™ Dashboard.

5.1.5. Maintenance and Repairs

5.1.5.1. The equipment installed at the Sheriff's Office and Probation Department shall remain the sole and exclusive property of the Contractor. Sheriff's Office and Probation Department will not be responsible for any damage to equipment.

RESPONSE: Acknowledged and agreed.

5.1.5.2. The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all Incarcerated Individuals/Youth telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.

RESPONSE: Acknowledged and agreed.

5.1.5.3. The Contractor is responsible for all maintenance and repairs to Incarcerated Individuals/Youth telephones and the Telephone System. A single point of contact with the Contractor, via a toll-free telephone number, an e-mail address, and centralized URL must be established by the Contractor to support all technical and Customer Service support for electronic communication including but not limited to Trouble Ticket initiation, Team Notification, updates to and status of trouble ticket resolution and case management trouble ticket close-out, and for reporting all other telephone problems. The toll-free maintenance/repair telephone

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number, answered by a live operator, shall be available for reporting Incarcerated Individuals/Youth telephone problems twenty-four (24) hours per day, every day of the year.

RESPONSE: Acknowledged and agreed. Our highly trained, professional Technical Support Center (TSC) staff, located in Seminole, FL, is available 24/7/365 to assist the County should a service issue arise. County facility staff can reach our TSC via:

- **Toll-free Phone:** 844-346-0988
- **Email:** support@smartcommunications.us
- **Web – SmartEcosystem™ Dashboard:** https://manage.smartjailmail.com

The SmartEcosystem™ Dashboard features a service ticketing feature that allows County staff to create, view and track service tickets. The system automatically generates a tracking number for each ticket opened. Users can search for service tickets by ticket number or by date. All updates are sent electronically in real-time to the originator of the ticket as well as the County designee.

5.1.5.4. Contractor shall provide one (1) full-time Site Administrator/Technician (SAT), who shall be onsite and dedicated to the Sheriff's Office and Probation Department Monday through Friday during Sheriff's Office and Probation Department business hours, and after business hours if working a trouble ticket or deficiency through completion and resolution. The SAT will be responsible for providing administrative and technical support, maintenance, and preventive maintenance on Incarcerated Individual and Youth Telephone System, Tablets, and Video Visitation System.

RESPONSE: Acknowledged and agreed. To ensure we provide the County with the best support and maintenance service possible, a full-time On-site Certified Technician (OCT) will be provided by Smart Communications.

Duties of the OCT include, but are not limited to:

- Provide maintenance on all inmate telephones and related equipment, as needed, and perform preventive maintenance for the SmartEvo™ ITS, SmartVisit™ VVS, and SmartTablet™ and SmartKiosk™ devices
- Maintain all SmartEcosystem™ databases associated with the SmartEvo™ ITS, SmartVisit™ VVS, SmartTablet™ devices; enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS
- Manage SmartTablet™ device replacement, as necessary, to maintain the desired inmate-to-tablet distribution ratio
- Receive and resolve all administrative comments and questions, to include the unblocking of specified telephone numbers and designating specified numbers as privileged
- Provide reports and investigative assistance at the County's request, such as the following:
  - SmartEvo™ ITS activity reports, including usage and revenue
  - SmartVisit™ VVS activity reports, including remote and on-site video visitation sessions and remote revenue
  - SmartTablet™ device activity reports, including educational program and entertainment content usage/revenue
  - SmartEvo™ ITS and SmartVisit™ VVS call monitoring

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- Request and service ticket reports
- Investigation documentation, including CDRs and audio, audio/visual recordings, electronic messages and scanned inmate postal mail

For complete service and support details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

5.1.5.5. Contractor shall have Tier 2 Technical Support to provide real-time access and immediate support to the SAT, when needed.

RESPONSE: Acknowledged and agreed. Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at ***no cost***.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager (Jerome Anderson)
- Network Operations Center (NOC)
- Technical Support Center (TSC)

Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

Please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***" for details regarding our standard technical support priority levels/tiers. Please note that our technical support priority levels/tiers can be modified to meet the County's specific requirements.

5.1.5.6. Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the system. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

RESPONSE: Acknowledged and agreed. We will provide adequate spare parts for repairs and maintenance of the system. As parts are used, additional parts will be replaced to maintain a full inventory at all times.

5.1.5.7. Contractor shall develop procedures and schedules to conduct monthly Preventive Maintenance on Incarcerated Individual and Youth Telephone System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Incarcerated Individual and Youth Telephone System and all of its components in good working order, including the performance of Preventive Maintenance.

RESPONSE: Acknowledged and agreed. Monthly preventive maintenance procedures will be performed by the full-time, On-site Certified Technician (OCT) provided by Smart Communications at ***no cost*** to the County. For additional details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

5.1.5.8. Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter- exchange carrier (IEC), or Contractor's equipment. When Contractor

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determines the service provider responsible for failure, then the Contractor shall contact the service provider responsible for failure and jointly resolve the failure at no cost to the Sheriff's Office and/or Probation Department. If the failure is determined to be the fault of Contractor's equipment, hardware, software or wiring, Contractor shall correct the problem at no cost to the Sheriff's Office and/or the Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.5.9. Contractor shall provide Customer Service support that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

RESPONSE: Confirmed. Friends and family of inmates who need assistance with the services we provide can contact our Customer Care Center 24/7/365 by calling our toll-free line at 888-843-1972. All calls are answered by a live, U.S.-based representative.

5.1.5.10. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Incarcerated Individuals/Youth Telephone System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

RESPONSE: Confirmed. County staff is supported by our Technical Support Center, which can be reached 24/7/365 toll-free at 844-346-0988 or via email at support@smartcommunications.us. All Technical Support staff are highly trained, based in the U.S. and employed directly by Smart Communications (support is not outsourced to a third-party provider).

5.1.5.11. Contractor shall describe how it performs standard system testing to ensure that the Telephone System and its network services are fully implemented and ready to accept telephone traffic for Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Telephone System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

RESPONSE: The following tests are conducted by Smart Communications to ensure our SmartEvo™ ITS and networks are stable, reliable and ready to handle telephone traffic.

- Unit Testing: This involves testing individual hardware components and modules in isolation to verify their functionality and is performed immediately after hardware is requisitioned from inventory. Unit testing ensures each component performs as expected and can help identify and fix any potential issues at an early stage.
- Network/Equipment Set-up and Implementation Testing and Inspection: This phase involves the testing and inspection of various network and hardware components, such as:
  - Inspection of all cables, power and connections
  - Test bandwidth capacity
  - Confirm all phones/devices are identified and visible in domain

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- Test system power up/power down
- Confirm SmartEcosystem™ Dashboard accessibility and test functionality

- Database Integrity Testing: This phase involves the testing of various system database tables, including:
  - Incarcerated Persons (IPs) Tables: ID, name, personal identification number (PIN), housing location, status and Personal Allowed Number (PAN) list
  - Global Number Tables: blocked number list, vetted attorney/privileged individual list, free number list, TDD access numbers and PREA hotlines/speed dial codes
  - Telephone Station Tables: port labels, grouping, service class designations and on/off times
  - Rates and Dialing Tables: tariff type surcharges and per minute rates, tariff type dialing rules, override dialing rules, local number listing and carrier access protocol
- System Testing: This phase involves testing the hardware, software and network as an entire system. System testing includes end-to-end scenarios (successful importation of JMS data feed, authorized user profile creation, scheduling, service tickets, etc.) bandwidth testing (under normal and peak load conditions), and stress testing to validate the system's functionality, performance and scalability.
- Security Testing: It is crucial to perform rigorous security testing to identify vulnerabilities and ensure the system's protection against potential threats. This includes testing for encryption protocols, access controls, firewall persistence and integrity, authentication mechanisms, and data privacy measures. Penetration testing and vulnerability assessments are also conducted at this time.
- Customer Acceptance Testing (CAT): CAT involves testing the system from the customer's perspective to ensure it meets their requirements and expectations. Facility Project Lead personnel and installation team members participate in CAT to validate the solution's usability, functionality and overall user experience.

County staff involvement to facilitate testing is limited and includes:

- Facility Project Lead's approval of hardware and network installation plan
- Provisioning of security clearance and facility access/security escort for installation team members
- Facility Project Lead's participation in CAT for approval/sign-off of system installation and performance; this test is usually completed within 30 minutes

5.1.5.12. Contractor shall be responsible for all maintenance and repairs to the Telephone System.

RESPONSE: Acknowledged and agreed.

5.1.5.13. Contractor shall provide 24/7/365 support for software and hardware problems and shall adhere to and comply with Exhibit I - Incarcerated Individuals/Youth Telephone System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Telephone System problems. This toll-free maintenance/repair telephone number shall be available for reporting Telephone System problems twenty-four (24) hours per day, every day of the year.

5.1.5.13.1. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Telephone System Service Level Agreement in Exhibit I.

RESPONSE: Acknowledged and agreed.

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5.1.6. Other Associated Services and Service Offerings

5.1.6.1. Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.

RESPONSE: Confirmed. Smart Communications will install and maintain public/lobby and intake booking kiosks for the County.



The lobby kiosks provided will accept credit card, debit card and cash deposits. This allows family and friends who are visiting a facility to deposit funds in their personal Prepaid Collect accounts and deposit funds directly in an inmate's PIN Debit or Commissary Trust Fund account. After a deposit has been made, the lobby kiosk documents the transaction by taking a picture of the individual who made the deposit and issues a printed receipt. The receipt displays the transaction number, deposit and fee amounts, and a toll-free customer service telephone number. Deposited funds are available for immediate use.

Smart Communications' intake booking kiosks are designed to securely collect money from new inmates with minimal officer involvement. The booking kiosks provided will accept credit card, debit card and cash deposits (including coins). The booking kiosks will be interfaced with the inmate Trust Fund accounting system to allow deposited funds to be available immediately for inmate commissary purchases. After a deposit has been made, the booking kiosk documents the transaction by taking a picture of the inmate and issues two printed receipt copies (one for the inmate and the other for the facility).

Each kiosk is equipped with a 19.0" LCD touch screen display, a webcam, bill acceptor(s), each with a 1,000-bill capacity, a credit card reader and a thermal receipt printer. The booking kiosks provided will also feature a coin acceptor. All kiosks will be fully supported and maintained (including cash collections/custodial services and software updates) by Smart Communications throughout the life of the contract at ***no cost*** to the County.

PUBLIC/LOBBY AND INTAKE BOOKING KIOSK SPECIFICATIONS	
Enclosure:	• Free standing • Ruggedized steel construction • Powder coated finish • Front access door with key lock • Baseplate or to floor through baseplate mountable • ADA capable
Dimensions (l x w x h):	20.0 x 22.0 x 62.0" (50.80 x 55.88 X 157.48 cm)
Weight:	250 lbs. (113.4 kg)
Power:	15A (maximum draw)
Components:	• 19.0" LCD with PCASP touch screen display • PC with Windows OS and Ethernet LAN connection • Thermal Printer • Credit card reader • Webcam • Bill Acceptor(s) with 1,000-bill capacity • Coin Acceptor (intake booking kiosk only)

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5.1.6.1.1. Contractor shall have managed inventory supply of receipt paper rolls, and inventory supply of primary components that include but not limited to bill acceptors, card readers, coin exchangers, and receipt printers.

RESPONSE: Acknowledged and agreed.

5.1.6.1.2. Intake/Booking kiosks shall have single bill feeder to reduce accounting errors and corrections.

RESPONSE: Acknowledged and agreed.

5.1.6.1.3. Contractor shall have 24/7 Business Day and After-Hour technical support.

RESPONSE: Acknowledged and agreed.

5.1.6.1.4. Contractor shall be responsible for interfacing and associated interface costs with the JMS and Commissary systems.

RESPONSE: Acknowledged and agreed.

5.1.6.1.5. All kiosks shall have the capability to pull full reports to capture data that includes but not limited to deposits, management reports, and maintenance reports.

RESPONSE: Acknowledged and agreed.

5.1.6.1.6. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Kiosk System Service Level Agreement in Exhibit III.

RESPONSE: Acknowledged and agreed.

5.1.6.2. Contractor shall provide Investigative Tools at no cost to the Sheriff's Office and Probation Department.

5.1.6.2.1. Contractor shall provide description of Analytical Tools that provide linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.

[redacted]

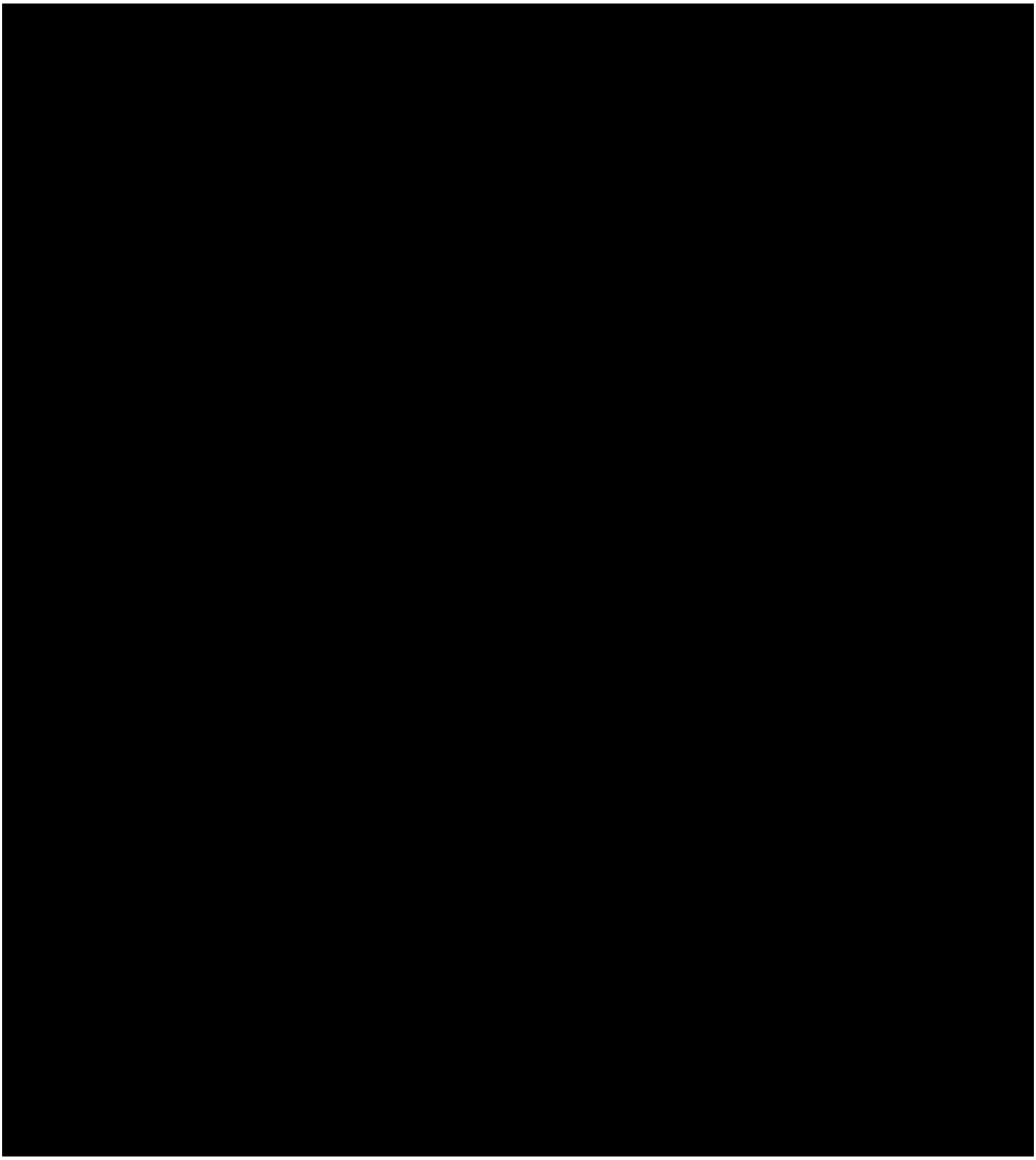
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5.1.6.2.2. Contractor shall provide and describe system's capabilities in detail for other investigative tools available for call trace, call history detail, call monitoring without Incarcerated Individuals/Youth or other party detection and recording and other call detail capabilities that can be used to aid investigations related to the detention facilities.



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5.1.6.2.3. Contractor shall provide Voice Biometrics (Continuous or Non-Continuous) at no cost to the Sheriff's Office and Probation Department. Voice Biometrics (Continuous or Non-Continuous) shall have a minimal impact on call delay. Contractor shall include in response, the impact on quality of call and length of call.

RESPONSE: Confirmed. The SmartEvo™ ITS supports our proprietary voice biometrics system, specifically engineered for the corrections market. Our voice biometrics system is fully autonomous and does not require County staff to operate. Additionally, our system does not reduce call quality or increase call length. When an inmate makes their first call through the SmartEvo™ ITS, they are automatically enrolled in the voice biometrics system with clear voice prompts to guide them through the process. During enrollment, the SmartEvo™ ITS analyzes the inmate's speech pattern and vocal pitch and unlike other technologies, can detect an inmate's attempt to defeat the voice biometrics engine by blowing into the microphone on the telephone handset. To ensure optimal vocal recording clarity, active noise cancellation (ANC) is automatically activated to reduce/filter out background noise. The voice biometric data captured during enrollment is stored in the SmartEvo™ ITS and is used to verify an inmate's identity whenever they place a call.

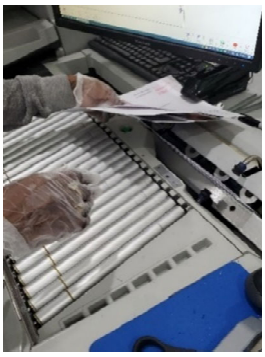
5.1.6.3. Contractor shall provide Virtual Mailroom at no cost to the Sheriff's Office and Probation Department. The Virtual Mailroom shall safely process Incarcerated Individuals/Youth postal mail at an off-site processing center and convert Incarcerated Individuals/Youth postal mail into a high-definition electronic color copy, uploaded into a digital platform. The mail shall be filtered with the Sheriff's Office's and Probation Department's security settings and shall be automatically sent electronically to the Incarcerated Individual/Youth directly via a tablet or kiosk platform. The Virtual mail shall have a searchable database.

RESPONSE: Smart Communications' proposal includes the provision of our patented MailGuard® and MailGuardLegal® Privileged Postal Mail Elimination System services at absolutely ***no cost***.

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With MailGuard®, all non-privileged inmate postal mail is sent directly to our 15,000 sq. ft. processing center in Seminole, FL. To maintain the integrity, safety and security of our staff and the mail they process, the MailGuard® processing center is under 24/7 video surveillance and is equipped with a state-of-the-art alarm and fire detection system.



At the processing center, inmate mail is opened and scanned in one of three separate clean rooms. Each room operates on independent air systems to limit contamination risk should a piece of mail contain a dangerous chemical or biological agent. Our highly trained staff utilize cutting-edge technology to open, scan and convert inmate mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to the SmartEcosystem™ Dashboard for facility staff review/approval. After the review/approval, the digital files are automatically delivered to the inmates via the SmartTablet™ or SmartKiosk™ devices available at the facility.



Smart Communications guarantees inmate mail is processed and delivered within 24 hours of receipt, six days per week. We have been delivering on this promise without fail since the inception of MailGuard® over eight years ago.

In addition to maximizing operational efficiencies and safety, MailGuard® also serves as an invaluable investigative tool to help prevent and solve crimes. All digital mail files are saved in a searchable database that is accessible to authorized staff via Smart Communications' secure, web-based SmartEcosystem™ Dashboard.



Smart Communications' MailGuard® System includes MailGuardTracker.com, the public website. Public users can sign up for a free account and are assigned a unique MailGuard® Sender ID, enabling them to check the delivery status of the mail they send to inmates. Once logged in, users can see if their mail has been received, approved or rejected. Users also have the option to sign up for notifications via email or text message for status updates.

Electronic copies of their mail are available to former inmates for up to 60 days after their release. Released inmates can access and download electronic copies of their processed mail for free by using their inmate ID and password to log in to our secure, public website at www.SmartInmate.com.

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We are proud to say that our patented MailGuard® system is increasing officer and inmate safety by preventing dangerous, illegal drugs and biohazards from entering over 150 correctional facilities nationwide. Our MailGuard® clients include the Federal Bureau of Prisons and all 24 Pennsylvania Department of Corrections locations, housing a combined total of over 50,000 inmates.

MailGuard® laid the groundwork for the next innovative technology invented by Smart Communications to further enhance facility efficiency and safety – our patented MailGuardLegal® Privileged Mail System.

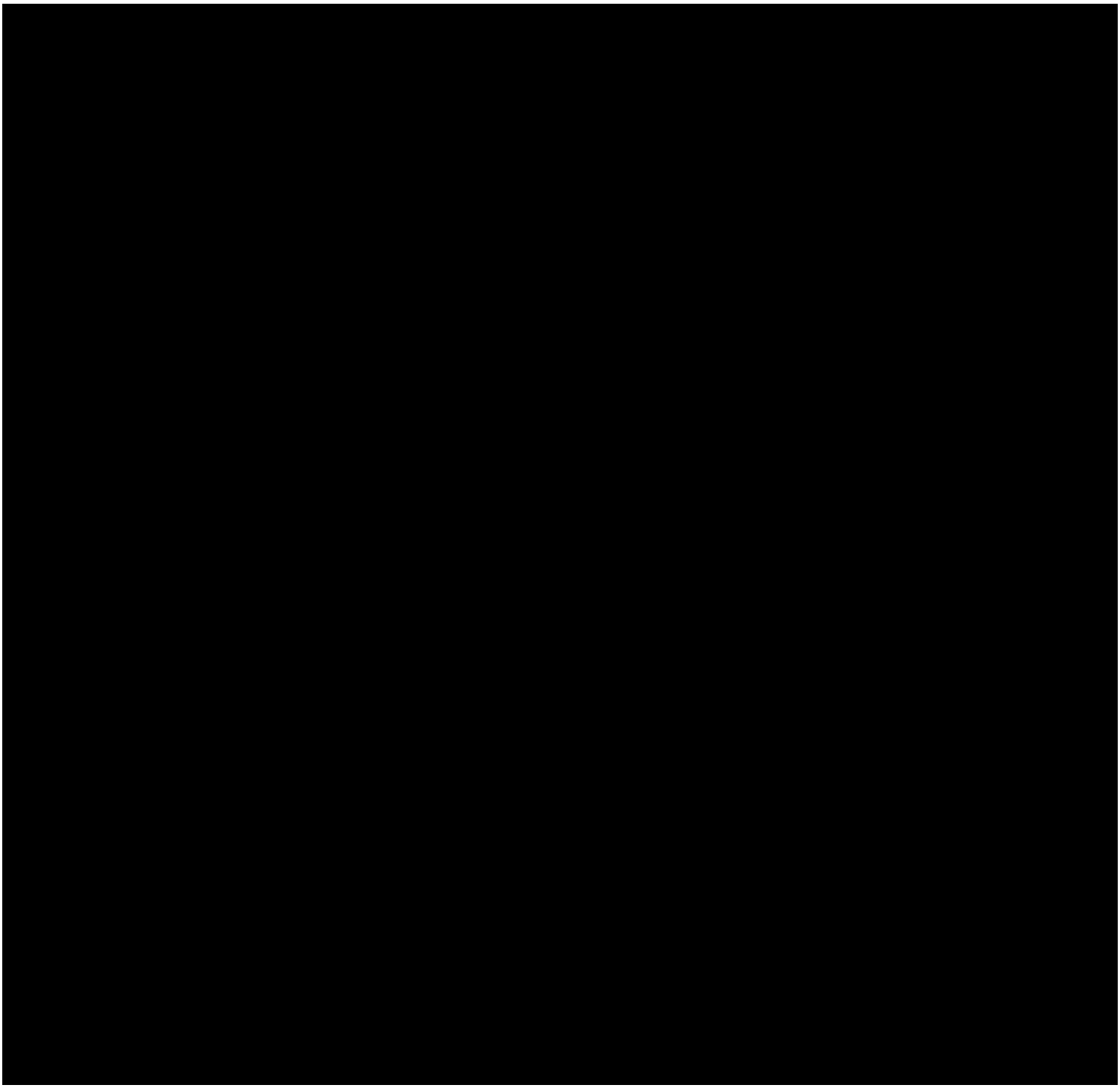
Legal mail is protected by client/attorney privilege and inspection is not permitted. Criminals are aware of this and try to use legal mail to smuggle contraband and narcotics into the facility. Smart Communications' MailGuardLegal® is a very effective system, preserving the required privacy for privileged inmate legal mail while keeping this mail ***100% contraband free***.

The MailGuardLegal® Cart allows inmates to open, scan and process their privileged legal mail with privacy of the contents but while in the presence of staff. Once scanned, the inmate can print a hard copy of the scanned file or mark the file for secure electronic delivery. Files marked for electronic delivery are immediately accessible to the inmate on a SmartTablet™ or SmartKiosk™ by entering a second secure password in addition to their PIN. To preserve confidentiality, facility staff have no access to any scanned privileged mail files. Depending on the facility's existing policy, the original copy of the privileged mail is bagged and placed into inmate property or destroyed via the MailGuardLegal® Cart's built-in paper shredder.

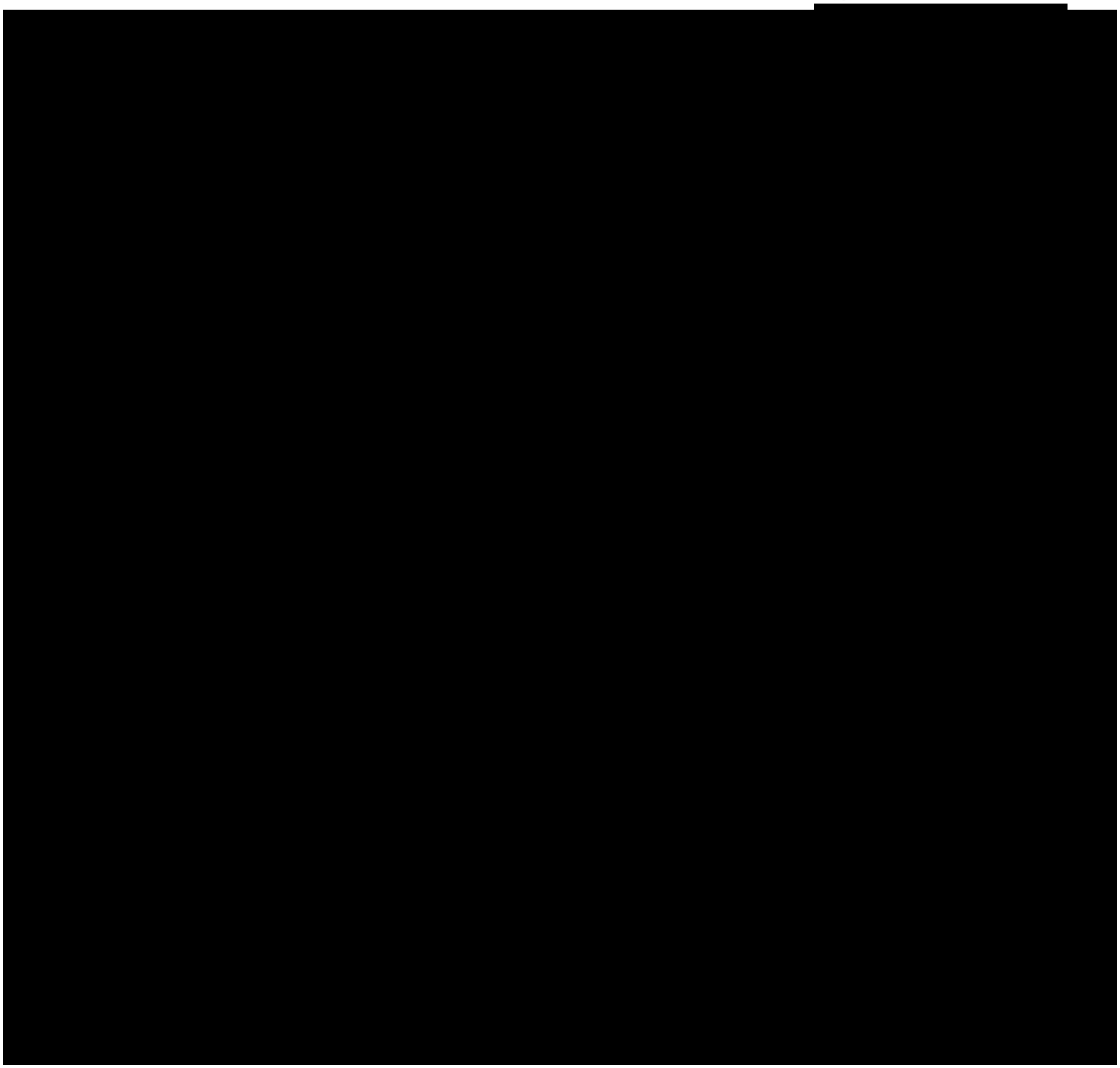
5.1.6.4. Contractor shall provide a description of other service offerings that include but not limited to Text Messaging.

RESPONSE: Smart Communications' offer includes our SmartInmate™ Electronic Messaging System service. This highly intelligent system allows inmates to stay in contact with their friends and family via a controlled electronic messaging platform like email. SmartInmate™ has many built-in investigative features; for example, SmartInmate™ can automatically monitor and send instant notifications when messages containing user-defined keywords or names are transmitted, or when inmates being shadowed under investigation send/receive messages or connect with a new public user.

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Additionally, SmartInmate™ allows approved contacts to share digital photos with inmates. Prior to delivery to an inmate, staff can electronically approve or reject the photo. If "virtual" contraband (nudity, offensive gestures/behaviors, etc.) is detected during the review process, the photo is rejected and is not delivered to the inmate. The sender is notified when a digital photo they attempted to share with an inmate is rejected. This notification includes the reason

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why the photo was rejected/not delivered. The photo sharing/delivery function of SmartInmate™ allows only approved contacts to share digital photos with inmates. Inmates are not able to take or share photos.

The SmartEcosystem™ Dashboard is also equipped with multiple administrative and reporting tools. Please refer to ***Section 3***, ***#8.2.3.5 Management and Maintenance Reports*** for details.

5.1.6.5. Sheriff's Office shall provide or partner with a provider to offer a Biometric Process to monitor the health of inmates and include a description and additional cost or financial impact to offer.

RESPONSE: By partnering with Smart Communications, the County will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:



- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms

Communication and Connection - The SmartWatch™ provides total communication and connection to the facility and the outside world, leveraging advanced technology to support inmate phone calls, video visitation, telehealth visits, privileged visits, text messaging, email, MailGuard® mail scanning, digital request forms, optional music, movies, media and more.



Tracking and Monitoring Inmates - In addition to connection and communication, the SmartWatch™ provides the most advanced live inmate tracking technology in the industry, far superior to decades of old RFID tracking capabilities. The SmartWatch™ can trace live and historical exact inmate location within inches, track history of movement, see live mapping in real time of all inmates in motion or segregate monitoring to specific inmates. Create patterns, alerts of motion and gathering activities, and more.

Health and Wellness - This intelligent device monitors every inmate in real time with vital health and wellness data and reporting. Inmate body temperature, oxygen level and heart rate are monitored and reported in real time, with a customizable monitoring dashboard to create reports, alerts, emergency alarms, wellness histories and more, allowing agency operators and medical staff to have their finger on the pulse of each inmate's physical health in real time, keeping the agency ahead of tragedies before they happen.

Intelligence and Control - The SmartWatch™ opens a new universe of never before possibilities of live and historical intelligence and control of the entire inmate environment. With baked-in intelligence controls fully integrated in the SmartEcosystem™ Dashboard, the SmartWatch™ allows administrators and investigators to

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monitor phone calls, visits, text and emails, as well as shadow inmates in live time with voice biometrics, key word tracking, covertly monitoring voice and video capabilities – all at the fingertips of administrators. SmartWatch™ empowers agency intelligence in the inmate environment at levels never possible before.

5.1.6.5. Contractor shall provide Debit Release Cards that shall also function as credit cards that can be used outside of the facilities. Contractor shall disclose and provide the maximum period of time allowed after the incarcerated person's release, before fees are incurred. Contractor shall provide instruction sheets for card use, fees, and any other necessary information for the incarcerated person.

RESPONSE: Smart Communications expanded our service offering to include inmate deposit, release card and other banking services through a strategic partnership formed with Rapid Financial Solutions, LLC (RapidFin). RapidFin has 13 years of experience in the correctional market with service deployments at multiple State Department of Corrections facilities, including: Nevada, Alabama, Virginia, Utah, Idaho, Iowa and West Virginia. With total service implementations at over 1,000 correctional institutions nationwide, RapidFin processes over 8,000,000 transactions per month.



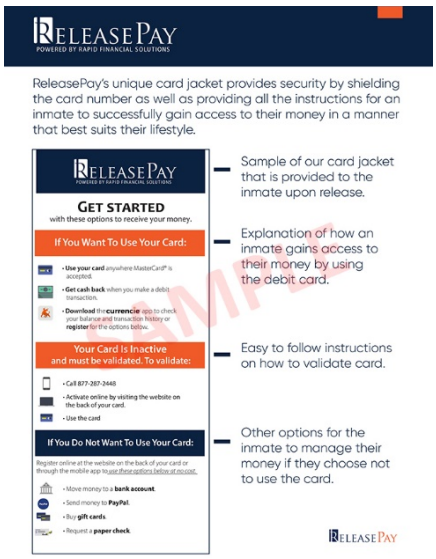
Through this partnership, Smart Communications can provide the County with MasterCard® branded PIN-based debit cards for the transferring of remaining account balances to inmates upon release. Our ReleasePay™ Inmate Debit Release Cards program allows the County to add funds to the debit card after an inmate has been released from the facility without requiring the physical card to reload. Inmates would have the ability to withdraw funds at:

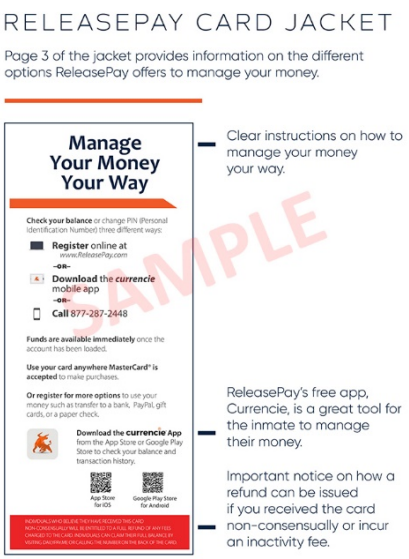
- Point of sale locations
- Cash back options
- Mastercard® principal banks
- ATMs worldwide

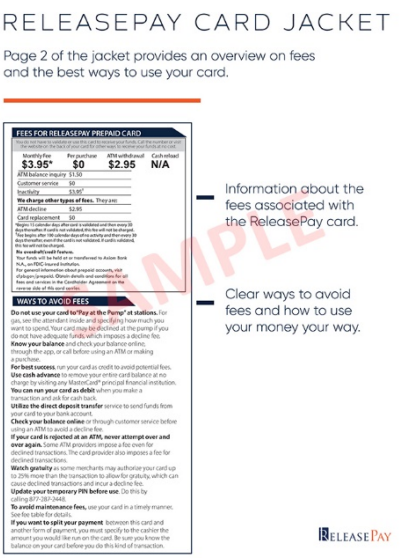
Furthermore, our ReleasePay™ program allows inmates to deposit funds into a bank or PayPal® account.

Our ReleasePay™ Inmate Debit Release Cards utilize a unique card jacket which provides security by shielding the card number and provides all instructions for an inmate to successfully gain access to their money in a manner that best suits their lifestyle.

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5.1.7. Leave-Behind Solution

Contractor shall provide a leave-behind solution at the end of the contract term at no cost to the Sheriff's Office and Probation Department. All call detail records, call and visitation recordings, documentation, reports, data, etc. are the property of the Sheriff's Office and Probation Department and shall be provided to the Sheriff's Office and Probation Department by Contractor on a secure storage medium and in a usable, user-friendly, searchable electronic format at no cost to the Sheriff's Office and Probation Department within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. Contractor shall accept Sheriff's Office's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at Sheriff's Office's option, leave behind solution must be located in a Sheriff's Office-designated location(s).

RESPONSE: Acknowledged and agreed.

5.1.8. Financial Offer

The potential Contractor shall pay the higher of the Revenue Share ($/Minute) or Minimum Annual Guarantee (MAG). The Revenue Share ($/Minute) will be in compliance with FCC and CPUC regulatory laws and stay within allowed limits (currently at $0.01-$0.02 per minute).

The potential Contractor shall provide the Sheriff's Office and Probation Department separately, a Minimum Annual Guarantee (MAG) amount that shall be paid to each in equal monthly installments, due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). State the Revenue Share ($/Minute) Offered and the MAG amount offered, specifying how the MAG amount was determined, how it is reconciled with commissions, and disbursement of adjustment payments, if any.

RESPONSE: As presented in ***Offer (Attachment A)***, Smart Communications is offering to provide our SmartEvo™ ITS service at a flat call rate of $0.05/minute with $0.01/minute commission on all call types, including interstate and international. Our offer also includes an ITS commission revenue Minimum Annual Guarantee (MAG) of $125,000.00. The MAG amount was primarily based on the various fixed, direct, variable and indirect costs and

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expenses associated with project start-up, maintenance and support, along with gross revenue earning expectations based on the County's historical usage and average daily population (ADP) data provided.

The $125,000.00 ITS MAG will be disbursed in equal monthly installments, distributed between the Sheriff's Office and Probation Department separately. The first monthly ITS MAG installment payment in the amount of $10,416.66 or prorated amount will be submitted within five business days after the project's go-live date. Each month thereafter, Smart Communications will provide the County with an ITS commission payment. The ITS commission payment amount provided in subsequent months will be determined by the reconciliation of the County's ITS commission earnings of the prior month. If the County's ITS commission earnings in the prior month exceeds the monthly installment payment amount, the County will be paid the higher amount.

Commission payments based on total gross revenue earnings from incarcerated persons' (IPs) use of "non—ITS" services, such as SmartVisit™ VVS, SmartInmate™ Electronic Messaging and SmartEntertainment™, will be provided separately. The first "non-ITS" commission payment will be made to the County thirty days after the project's go-live date and each month thereafter.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency.

5.1.9. Interest

If any payments due are not received by the Sheriff's Office and Probation Department within the agreed-upon period, the Sheriff's Office and Probation Department are entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66- day year) calculated from the date payment is due.

RESPONSE: Acknowledged and agreed.

5.1.10. Compliance

All rates, fees, and surcharges shall be in compliance with current Federal and State regulatory laws.

RESPONSE: Acknowledged and agreed.

5.1.11. Integration of New Telephone System

The potential Contractor shall submit detailed plans for the provision of necessary telephone equipment and the integration of the new Incarcerated Individual and Youth Telephone System, while minimizing the impacts to current telephone system operations. Should potential Contractor elect to utilize existing Telephone Instruments, potential Contractor shall at its own risk, cost, and expense enter into an agreement with Viapath to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current Telephone System and services agreement. The new automated operator Incarcerated Individual and Youth Telephone System and Telephone Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the Sheriff's Office and Probation Department. System integration and acceptance test criteria is as follows: all telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office and Probation Department Project Managers. All telephone installation plans and

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schedules will be reviewed and approved by the Sheriff's Office and Probation Department's Project Managers, in order to minimize impacts to normal operations.

RESPONSE: Acknowledged and agreed. Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.



By coupling this phased approach to project management/ implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided in response to ***Section 3 – Technical Proposal***, ***#8.2.3.2 Project Methodology and Project Management***. Please note that the plan/schedule provided is "preliminary" and can be adjusted if necessary to help achieve the County's project completion objective.

5.1.12. Project Approach

Contractor shall present an overview, which shall be a narrative description, of the Contractor's proposed plan for providing Incarcerated Individuals/Youth Telephone Services to the Sheriff's Office. The Contractor will provide in full detail, its understanding and response to the Scope of Work.

RESPONSE: Confirmed. Smart Communications utilizes a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close. An overview and narrative description of Smart Communications' proposed plan for the provisioning of our communication technologies and services for the County's incarcerated persons (IPs) are provided in response to ***Section 3 – Technical Proposal***, ***#8.2.3.2 Project Methodology and Project Management***.

5.1.12.1. Project Control Document (PCD) - Upon effective date of Agreement, Contractor shall create and deliver to the Sheriff's Office, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:

- **5.1.1.1.1. Introduction and Executive Summary**
- **5.1.1.1.2. Project Mission & Objectives**
- **5.1.1.1.3. Project Scope**
- **5.1.1.1.4. Implementation Plan and Schedule**
- **5.1.1.1.5. Change Control Plan**

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5.1.1.1.6. Project Team
5.1.1.1.7. Risk Assessment & Management

RESPONSE: Acknowledged and agreed.

5.1.12.2. Project Implementation Team

5.1.12.2.1. Contractor shall provide the name, years of service, qualifications, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the Incarcerated Individual and Youth Telephone System installation; and Contractor's Account Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the subsequent Contract(s).

[redacted]

5.1.12.2.2. Contractor shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members, including the organizational framework for the proposed Project Team and key staff name for each role identified in the chart.

RESPONSE: Acknowledged. Please refer to ***8.2.2.3 Key Personnel's Names and Experience*** for details.

5.1.13. Training/Ongoing Operations

5.1.13.1. Contractor shall provide training on the Incarcerated Individuals/Youth telephone workstation features and usage for all workstations at the Sheriff's Office and Probation Department facilities. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed. All technologies and services provided by Smart Communications include comprehensive initial on-site training at ***no cost***. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the

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hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training as needed. Both on-site and remote training are available upon request at ***no cost*** throughout the contract term.

A detailed scope of the training topics covered for each user access level has been provided in response to ***Section 3 – Technical Proposal, #8.2.3.3 Training – Post-Implementation and Ongoing***.

5.1.13.2. Contractor shall offer annual training on Incarcerated Individuals/Youth Telephone Services and any associated service offering.

RESPONSE: Acknowledged and agreed.

5.1.13.3. Contractor shall provide "refresher training" and training on Incarcerated Individuals/Youth Telephone Service upgrades or any component thereof.

RESPONSE: Acknowledged and agreed.

5.1.13.4. Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings.

RESPONSE: Acknowledged and agreed.

5.1.13.5. Contractor will actively engage in and participate in an annual review of the Contract.

RESPONSE: Acknowledged and agreed.

5.1.14. Management Reporting

5.1.14.1. Project Status Reports during implementation of system and associated services - Contractor shall prepare and submit Project Status Reports separately to Sheriff's Office and Probation Department. Contractor shall submit such weekly reports which shall, at a minimum, state:

5.1.14.1.1. Period covered by the report

5.1.14.1.2. Project Control Document which includes but not limited to:

5.1.14.1.2.1. Project Implementation Checklist
5.1.14.1.2.2. Project progress and plans
5.1.14.1.2.3. Issues tracking, including deficiencies
5.1.14.1.2.4. Project schedule including work scheduled for completion, which was completed, and work scheduled for completion which was not completed
5.1.14.1.2.5. Updates to the Project Control Document
5.1.14.1.2.6. Project risks identified through the quality assurance process

RESPONSE: Acknowledged and agreed.

5.1.14.2. Automated Monthly Management Reports – Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no

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later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. Such reports shall include, but not be limited to, the following:

5.1.14.2.1. Complete Call Detail Reports

5.1.14.2.2. Complete and Detailed Mapping of All Equipment: This report shall include but shall not be limited to information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled, and pertinent wiring information. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available to all Workstations.

5.1.14.2.3. Total Calls Completed and Billed Report - Report shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.

5.1.14.2.4. Total Calls Not Completed Report - Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompletion of the calls and an aggregate total of each value.

5.1.14.2.5. Revenue Share Report - This report shall contain the annual or monthly historical contemporary MAG payment and/or Commissions information.

5.1.14.2.6. Summary of System Outages and/or Maintenance Performed Report - Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the Sheriff's Office and Probation Department.

5.1.14.2.7. Telephone Inspection and Maintenance Log - This report shall be submitted on a quarterly basis.

5.1.14.2.8. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.14.3. Year-End Summary Management Reports - Contractor shall submit Year-End Summary Management Reports to the Sheriff's Office and Probation Department pertaining to the operation of the Contractor's Incarcerated Individual and Youth Telephone System and separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year- End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. are due on the day of, or no later than 5:00 pm the next business day following the Contract Annual Review meeting and presentation.

5.1.14.3.1. Annual Operations Report shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

5.1.14.3.2. Annual Contract Review Report generated for the annual contract review meeting. Within thirty (30) calendar days following the end of each Agreement year, Contractor's Account Manager shall meet with the Sheriff's Office and Probation Department, and present the following:

5.1.14.3.3. Incarcerated Individuals/Youth call activity for the Agreement year

5.1.14.3.4. Compliance with the terms and conditions of the contract

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5.1.14.3.5. Recap of any key areas of successes and/or concerns
5.1.14.3.6. Intended strategies for the upcoming contract year.

RESPONSE: Acknowledged and agreed.

5.2. Tablet Program and Video Visitation for Incarcerate Individuals and Youth

5.2.1. Tablet Program

5.2.1.1. Contractor shall provide tablets for incarcerated person's/Youth's education, rehabilitation, and reentry programs. The tablets shall also include access to ADA information and programs and Systems Law Library content.

RESPONSE: Acknowledged and agreed.

5.2.1.2. Contractor shall provide standard, basic content offer, and describe what is included.

RESPONSE: Our SmartTablet™ devices can be configured to include the following applications:

- **Phone Calls**: inmates can speak to their friends and family using our SmartEvo™ ITS.
- **Video Visitation**: inmates can participate in on-site and remote video sessions via our SmartVisit™ VVS.
- **Messaging**: inmates can send and receive text messages from friends, family and County staff. Inmates can also receive photographs and video messages.
- **MailGuard®**: Patented Mail Scanning provides inmates with free access to personal mail that is processed off-site daily at our state-of-the-art MailGuard® processing center. Our patented MailGuard® keeps facility staff and inmates safe by eliminating the risk of contraband entering the facility via postal mail and by providing a streamlined, labor-free, automated means to process inmate postal mail. MailGuard® also serves as an invaluable investigative tool; digital mail is database-searchable to allow your staff to gain intelligence and eliminate secret communication.
- **Entertainment**: inmates can stream various media, TV shows, movies and games on demand through SmartEntertainment™, with complimentary access to select Ebooks and Internet radio stations.
- **Education and Reentry**: provides inmates with complimentary access to a vast resource of educational, reentry, vocational, life skills, self-improvement and recovery courses and content.
- **Job Search**: helps inmates return to the job market and move past their criminal record by providing access to the U.S. Department of Labor's CareerOneStop website. CareerOneStop provides resources to help inmates find employers and learn how to talk about their conviction.
- **Requests/Grievance**: inmates can electronically create and submit general requests, medical requests and grievances via our SmartRequest™ platform. The customizable and detailed electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility.
- **Law Library**: provides inmates with complimentary, self-service access to Federal and State statutes and case law, a legal dictionary, and other aids to assist with research pertinent to their case. By eliminating the need to escort inmates through the facility to access legal resources, staff burden is reduced.
- **Commissary**: allows inmates to place orders for commissary items. Integration with the facility's commissary provider is performed by Smart Communications at no cost.

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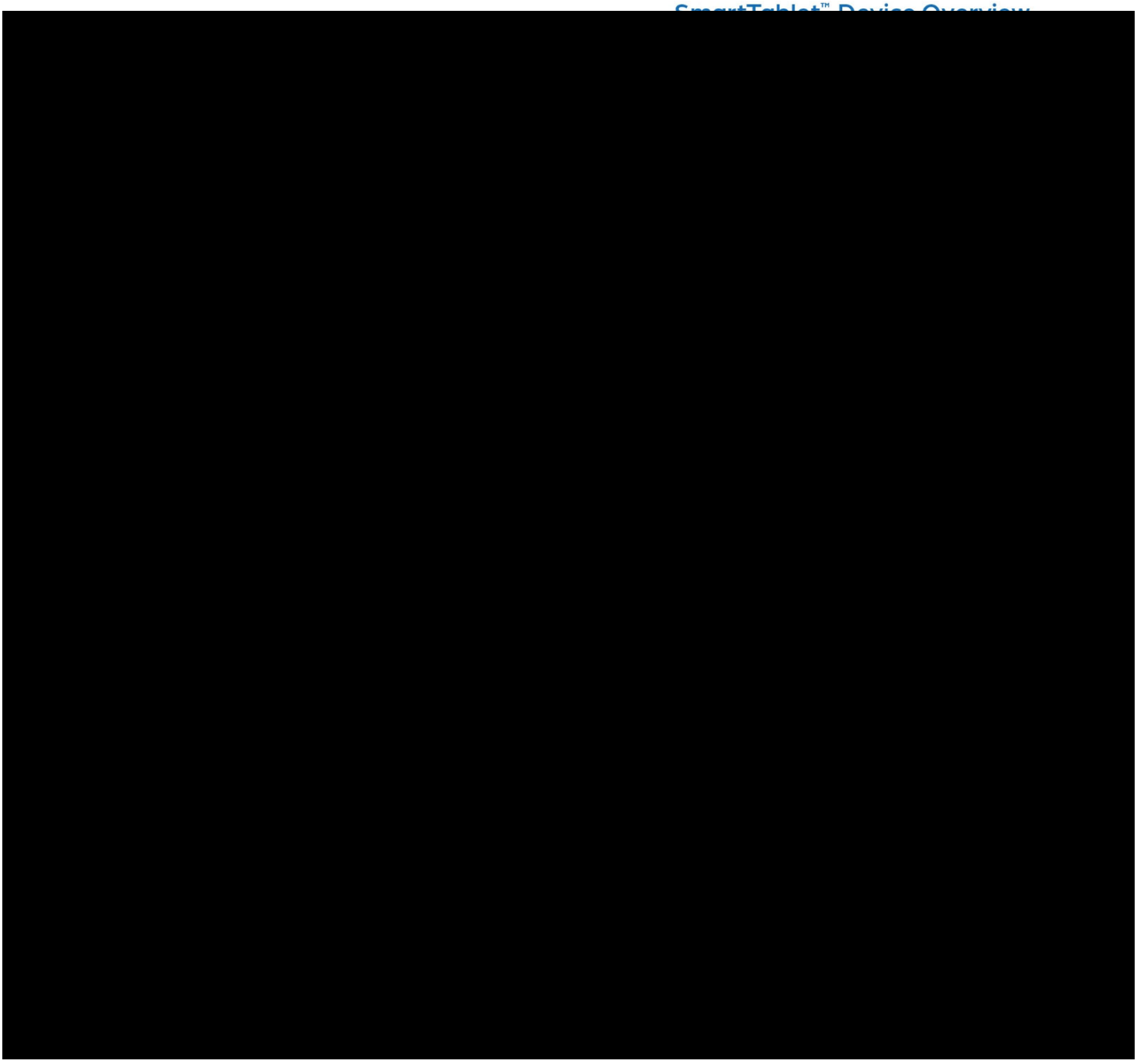
- **PDF Viewer/Documents**: allows inmates to view the inmate handbook, PREA information and other .PDF documents uploaded by authorized facility staff.
- **Inmate Videos**: allows inmates to access MP4 video files uploaded by authorized facility staff (i.e., video version of inmate handbook, facility orientation video, etc.).
- **Calendar**: inmates can access a system-wide calendar/appointment manager. Authorized users can add appointments and other dates to specific inmates' calendars or to the global calendar for all inmates. ***NOTE**: The calendar can also be interfaced with the County's JMS to allow inmates to access court/release date information. This function is facility/vendor-specific, and some vendors may charge for access to the information.*
- **Trust Account/Debit Purchase Lookups**: inmates can view trust account balances and debit purchases. ***NOTE**: Requires the County's incumbent inmate banking/trust commissary vendor to provide the appropriate data feed*.
- **Calculator, Dictionaries and Clock**: provides inmates with access to a calculator to perform basic math and trigonometric calculations, language dictionaries (English/Spanish) and a clock with local time.
- **Video Relay Service**: Video Relay Service (VRS) and Video Remote Interpreting (VRI) can be provided by Purple Communications on Smart Communications' hardware. Purple Communications' VRS and VRI are FCC-certified solutions for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).



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5.2.1.3. Contractor shall provide a detailed description of the tablet device, the functions, the security features, charging/docking stations, and Wi-Fi system.

SmartTablet™ Device Overview



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[redacted]

5.2.1.4. Contractor should be able to provide all incarcerated persons access to free education courses, court ordered and approved courses, self-help, GED prep modules, vocational, spiritual, religious texts, behavioral courses on their tablets, with incarcerated person reward options, for incentive based programing.

RESPONSE: Confirmed. The SmartEd™ platform, available standard on Smart Communications' SmartTablet™ devices, is composed of 20,000 instructional videos and 7,000 practice exercises relating to core educational subjects, such as:



Arts & Humanities|

- Art History Basics
- Art in 19th Century Europe
- Art of Africa, Asia and Medieval Europe
- Art of the Americas to World War I
- Art of the Ancient Mediterranean
- Art of the Islamic World
- Baroque to Neoclassical Art in Europe
- Expressionism to Pop Art

Math|

- Algebra Basics
- Algebra I and II
- AP Calculus AB and BC
- Arithmetic
- Basic Geometry
- Differential Calculus and Equations
- Early Math
- High School Geometry

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- Global Contemporary Art
- Grammar
- Music
- Prehistoric Art in Europe and West Asia
- Renaissance and Reformation in Europe
- U.S. and World History

Computing|

- Computer Programming
- Computer Science

Economics & Finance|

- Finance and Capital Markets
- Macroeconomics and Microeconomics

Science|

- AP Chemistry
- Biology
- Chemistry
- Cosmology and Astronomy
- Electrical Engineering
- Health and Medicine
- Organic Chemistry
- Physics
- Integral Calculus
- Linear Algebra
- Mathematics I, II and III
- Measurement and Data
- Multivariable Calculus
- Pre-algebra and Precalculus
- Real and Complex Numbers
- Statistics and Probability

Misc. Content|

- Big History Project
- California Academy of Sciences
- NASA
- Pixar in a Box
- The Brookings Institution
- Wireless Philosophy

Test Preparation|

- CAHSEE
- GMAT
- IIT JEE
- MCAT
- NCLEX-RN
- SAT

SmartEd™ is a highly customizable and expandable platform that can be configured to support more advanced educational, reentry, life skills, self-improvement and recovery courses.

For example, our SmartEd™ platform supports the iPathways Learning Management System (LMS). iPathways is a non-profit institution that provides correctional facilities with standards-based instructional content to prepare inmates for the High School Equivalency Test (HiSET™), General Education Development (GED®) and Tests Assessing Secondary Completion (TASC™). iPathways LMS offers placement test assessments to identify strengths and weaknesses to help guide student inmates to the appropriate coursework available, which includes:

Reasoning Through the Language Arts|

- Unit 1: The Reading Process
- Unit 2: Vocabulary and Word Skills
- Unit 3: Reading Comprehension Skills
- Unit 4: Patterns of Organization
- Unit 5: Purpose and Tone
- Unit 6: Graphics and Electronic Texts
- Unit 7: The Writing Process

Science|

- Unit 1: Scientific Methods and Technology
- Unit 2: Life Science
- Unit 3: Physical Science
- Unit 4: Earth and Space Science

Mathematics|

- Unit 1: Introduction to Real Numbers
- Unit 2: Variables and Algebraic Expressions
- Unit 3: Introduction to Geometry
- Unit 4: Linear Inequalities in One Variable
- Unit 5: Linear Functions
- Unit 6: Polynomials and Factoring
- Unit 7: Rational Expressions

Social Studies|

- Unit 1: Civics and Government
- Unit 2: United States History
- Unit 3: Economics:
- Unit 4: Geography and the World

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Basic Writing|

- Unit 1: Sentence Structure
- Unit 2: Paragraph Writing
- Unit 3: Effective Sentences
- Unit 4: Introduction to Referencing Materials
- Unit 5: Essay Writing

Basic Math|

- Unit 1: Whole Numbers - Place Value, Rounding and Estimating
- Unit 2: Fractions and Mixed Numbers
- Unit 3: Decimals
- Unit 4: Ratios and Proportions
- Unit 5: Percents

Consumer Education|

- Unit 1: Getting a Job or Furthering Your Education
- Unit 2: Taxes
- Unit 3: Housing
- Unit 4: Transportation
- Unit 5: Investing
- Unit 6: Consumer Protection and Decision Making

Each coursework category lesson follows an easy to navigate template in which:

- Each lesson begins with an introduction to the content with guiding questions and learning objectives
- Key terms are included to help students develop academic vocabulary and activate background knowledge
- Graphics and images support the instruction
- Instant feedback activities provide opportunities for the student to self-check their progress and understanding
- Audio and video pieces support the instruction

The iPathways LMS can be interfaced with our SmartEcosystem™ Dashboard, which allows authorized facility staff to assign programming content to individual inmates and monitor their progress.

MaxxContent|

MaxxContent provides Corrections Rehabilitation Institute (CRI) programming that consists of 20 self-paced courses. Courses last 30 minutes to one hour and teach life skills, technology, literacy, and job search skills. Students will receive a certificate with the completion of each course. Courses include Anger Management, Job Readiness, Expectations and Outcomes, Substance Abuse, Family and Community, Communication and Conflict Resolution, Time Management, Career Resources, Financial Literacy, My SWOT (strength, weaknesses, opportunities, and threats), Behavior Change, Health Education, Entrepreneurship, Contemporary Technology Skills, Exercising, and more.

Along with the CRI programing, students may choose to study soft skills and can select from 25 different courses which cover topics such as Strategic Planning, Marketing, Finance and Accounting, Human Resources, Management, Leadership, Communications, Personal Development, Project Management, Team Building, Sales, and Customer Service. This curriculum has something to offer each student.

Breaking Free|

Breaking Free is an evidence-based online healthcare intervention program. This intervention addresses the misuse of 70 different substances, including alcohol, opiates, psychoactive substances, and prescribed medications, as well as mental health issues. Breaking Free provides expert behavioral support for offenders in a consistent, accessible and scalable way that extends beyond the prison gate. It focuses on the path from custody to community.

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5.2.1.5. Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system.

RESPONSE: Confirmed.

5.2.1.6. Contractor will provide pre-loaded self-help courses on topics ranging from job interview preparation to substance abuse, and anger management.



RESPONSE: Confirmed. Smart Communications' SmartTablet™ devices also offer SmartReentry™, featuring Beyond Prison, Probation and Parole (BPPP). BPPP is a 10-part interactive reentry video series that helps change the way incarcerated individuals view their path to rehabilitation. The series features inspiring stories told by successful formerly-incarcerated men and women who have overcome the challenges, obstacles and fears associated with transitioning from prison back to society, family and community. This video series empowers instructors and support groups to help participants make the most out of the inspiring and motivational messages/strategies in each BPPP video.

Smart Communications' SmartEd™ can also be configured to allow inmates to participate in and earn certificates of completion for court-mandated courses offered through the North American Learning Institute (NALI).

Animal Cruelty|
- Animal Cruelty Prevention

Behavior|
- Anger Management
- Behavior Modification

Conflict Resolution|
- Conflict Resolution

Diversity|
- Diversity Awareness

Drugs & Alcohol|
- Drug and Alcohol Awareness
- Marijuana Education
- Minor in Possession (MIP) Class
- Tobacco Awareness
- Vaping Awareness and Prevention Education

Ethics|
- Workplace Ethics Training

Fire Safety|
- Fire Safety

First Aid|
- CPR Training
- First Aid Training

Human Trafficking|
- Human Trafficking Awareness and Prevention

Legal|
- HIPAA Training

Life Skills|
- Life Skills

Parenting|
- Babysitting Preparedness
- Bullying Awareness and Prevention
- Parent Education and Family Stabilization
- Parenting Skills Class

Prostitution|
- Prostitution Prevention

Sexual Harassment|
- Sexual Harassment Prevention

Skilled Trades|
- Confined Space Training
- Hazard Communication Training

Theft|
- Theft Awareness

Truancy|

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Food Safety|
- Food Handler Training

Health and Wellness|
- Bloodborne Pathogens
- Concussion Awareness and Prevention
- Ergonomics Training
- HIV/AIDS Awareness and Prevention
- Virus Awareness and Spread Prevention
- Truancy Prevention

Violence|
- Domestic Violence
- Workplace Violence Awareness and Prevention

Other educational and rehabilitative resources supported on the SmartTablet™ devices are presented in our response to item ***#5.2.1.4***.

Please note that each of our advanced educational resources require a significant amount of bandwidth, network resources, licensing fees and, in some cases, facility staff resources to deliver and maintain, and are therefore typically provided separately. Smart Communications works directly with your agency to determine which of these advanced programs can be provided at ***no cost*** that will best complement and/or enhance the agency's current educational and rehabilitative program offerings, while ensuring resources are deployed in the most effective and efficient manner possible.

SmartTablet™ devices, as well as the secure, independent wireless network and infrastructure required to support usage are provided to the agency and inmates at absolutely ***no cost***.

5.2.1.7. Contractor will allow Programs Unit to utilize tablet system as a platform for IP's to be able to take a placement test, to help programs unit identify strengths and weaknesses of IP, which will then guide IP to the appropriate lesson.

RESPONSE: Confirmed.

5.2.1.8. Contractor will provide additional incentives for IP to pursue the educational and vocational content. Example: If IP does well in a course, or has been a model IP, they win points, which can be used to tap into music, movies and games on the tablet system.



RESPONSE: Confirmed. The SmartTablet™ devices can be configured to include our SmartRewards™ program. SmartRewards™ is an incentive program that rewards inmates who accomplish certain educational goals by providing them with complimentary access to SmartEntertainment™ premium content or free SmartInmate™ Electronic Messages to communicate with friends and family.

5.2.1.9. The device shall be capable of displaying the most common file formats.

RESPONSE: Confirmed.

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5.2.1.10. Tablets shall have, at a minimum, the following security features:

5.2.1.10.1. The device may store limited data across user sessions.

5.2.1.10.2. The device shall be configured for unique user login for certain users.

5.2.1.10.3. The device shall return to a secure baseline configuration upon logout, restart, or reboot.

5.2.1.10.4. The device is capable of tiered-role privileges that distinguish between users and administrators and their authorized functions.

5.2.1.10.5. Access to boot partitions and the root file system are prohibited.

5.2.1.10.6. The device provides no access to macros, scripting or application programming interfaces.

RESPONSE: Confirmed.

5.2.1.11. Tablets shall have the capability to render Sheriff's Office and Probation Department-generated web content including but not limited to websites and streaming media.

RESPONSE: Confirmed.

5.2.1.12. Tablets shall be capable of rendering content on closed networks or secure zones, completely isolated from the internet.

RESPONSE: Confirmed. All Smart Communications' operating system and application software is custom designed and purpose-built for exclusive use within a corrections environment. Our SmartTablet™ devices are equipped with our custom operating systems that will only allow the devices to connect to our secure network within the facility and run pre-approved applications. Authorized staff are provided with total control as to which applications are accessible to inmates on a SmartTablet™ device.

5.2.1.13. The Commander/Administrator tablet is required to have the capability to shut down tablets remotely; and the capability to monitor the tablets.

RESPONSE: Confirmed. The SmartTablet™ devices are administered via our secure, web-based SmartEcosystem™ Dashboard. Authorized users can enable or disable SmartTablet™ device login and application accessibility per inmate, per housing unit or facility-wide. A scheduling system can also automatically deny device access during pre-defined times, such as meals, counts, lockdown times, etc. SmartTablet™ devices can also be disabled on-demand through self-service management tools when needed by administration for emergencies, unscheduled transports, etc. The SmartEcosystem™ Dashboard can also be configured to require inmates to acknowledge receipt of facility documents at timed intervals or upon log in.

5.2.1.14. Ear buds shall be initially provided by Contractor at no cost for all tablets and inventory spares. Contractor may charge for subsequent requests for replacement ear buds.

RESPONSE: Acknowledged and agreed.

5.2.1.15. Contractor shall provide an inventory of tablets onsite at the Sheriff's Office and at the Probation Department to immediately replace broken tablets and shall have an expedient process of returning broken or defective tablets and replenishing inventory at agreed-upon unit quantity levels.

RESPONSE: Smart Communications will provide the facility with a pool of spare SmartTablet™ devices to allow for damaged or inoperable devices to be immediately replaced and ensure inmate access to tablets is not

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limited. If a tablet is damaged and taken out of use in the inmate population, a spare tablet is taken from the spare device pool and is assigned to the proper location and put into use for the inmates.

We will also provide shipping boxes with prepaid shipping labels to return damaged/inoperable devices. Upon receipt, we will send replacements to replenish the spare device pool. The entire repair/replacement process is at no cost to the inmates or the agency in situations where no ill-intent has been determined.

5.2.1.16. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Tablets and Video Visitation System Service Level Agreement in Exhibit II.

RESPONSE: Acknowledged and agreed.

5.2.1.17. Quantity of Tablets Proposal Offer

5.2.1.17.1. Sheriff's Office

5.2.1.17.1.1. Refer to Section 2.3.1.1 of this RFP. The Sheriff's Office prefers, although not required, a 1:1 Inmate to Tablet Ratio and 13 Commander tablets. State the number of tablets offered in proposal and rationale for determining quantity offered.

RESPONSE: Confirmed. To ensure all inmates are provided with fair and equal access to tablets, Smart Communications utilizes a free shared tablet distribution model. With this model, we provide our partner facilities with SmartTablet™ devices at ***no cost*** To the County, inmates or inmates' families.

Smart Communications is proposing a Personal 1:1 tablet distribution model. With this model, Smart Communications provides an ample quantity of SmartTablet™ devices to allow the County to issue each inmate their own personal device. This provides inmates with immediate access to the available tablet services and applications during authorized access times. Additionally, each inmate is held accountable for the responsible use and care of the device they are issued. If an inmate's personal tablet becomes inoperable due to intentional damage, the inmate is required to pay for the damaged tablet before being eligible to receive a replacement.

Smart Communications will also provide the facility with a pool of spare SmartTablet™ devices to allow for a damaged or inoperable device to be immediately replaced. We also provide pre-printed shipping labels and boxes to return damaged/inoperable devices. Upon receipt, Smart Communications will send a replacement to replenish the spare device pool. Smart Communications provides all additional/replacement tablets to the facility at ***no cost***, and we do not hold the facility liable for any SmartTablet™ device that sustains damage.

Smart Communications will also furnish a total of 13 "commander" tablets to be used by facility staff to administer tablet devices deployed at the Sheriff's Office.

5.2.1.17.1.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

RESPONSE: Service and commission rates for the Sheriff's Office (adult) incarcerated persons' (IPs) use of "premium" SmartTablet™ device services are summarized in the tables below:

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	$0.10	50.0%
	Remote (Video on Demand)	$0.10	

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	Service Type	Service Rate	Commission Rate
SmartInmate™ Service Rates and Commission Rates	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	$0.10/message	20.0%
	Text message (up to 30,000 characters)	$0.50/message	
	Photo Attachment (inbound only)	$1.00/photo	

	Media Description	Rate/Minute	Commission Rate
SmartEntertainment™ Service and Commission Rates	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	$0.03	50.0%

For complete details, please refer to ***Offer (Attachment A)***.

5.2.1.17.2. County Probation Department

5.2.1.17.2.1. Refer to Section 2.3.2 of this RFP. The Probation Department requires a minimum of 20 tablets (10 for each unit) and 2 Commander tablets. State number of tablets offered in proposal and rationale for determining quantity offered.

RESPONSE: Smart Communications is proposing a Personal 1:1 tablet distribution model. As previously described, this distribution model will provide incarcerated youths with immediate access to the available tablet services and applications during authorized access times.

Smart Communications will also furnish a total of two "commander" tablets to be used by facility staff to administer tablet devices deployed at the Probation Department.

5.2.1.17.2.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

RESPONSE: Not applicable. Probation Department (youth) incarcerated persons (IPs) are provided with complimentary use of all SmartTablet™ device services.

5.2.2. Video Visitation through Tablets

5.2.2.1. Video Visitation Requirements for both Sheriff's Office and Probation Department

5.2.2.1.1. The system shall allow the public to visit Incarcerated Individuals/Youth from their home, as well as from pre- determined visitation centers in designated Sheriff's Office and Probation Department facilities, while being monitored and recorded by Sheriff's Office and Probation Department staff. Attorneys and other approved individuals who require private access to Incarcerated Individuals/Youths will be able to do so through Remote Incarcerated Individuals/Youth Video Visitation without being monitored or recorded. There will be onsite Incarcerated Individuals/Youth Video Visitation terminals as well, for private video sessions with attorneys and other approved individuals. All recordings shall remain

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the property of the Sheriff's Office and Probation Department. All facets of this project will be mutually agreed upon by Contractor and the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.2. Both Sheriff's Office and Probation Department have TracNet for their Jail Management System and Aramark for their Commissary. The Contractor will be responsible for a seamless and fully operational interface development and associated costs with 3rd party vendors (Jail Management System or Commissary vendors) and/or Sheriff's Office and Probation Department systems. The Contractor will be required to plan and implement the Video Visitation System, including any integration and/or interfaces, and testing of all required equipment and software relative to the new Video Visitation System, without impacting the normal daily operation of other Sheriff's Office and Probation Department systems.

RESPONSE: Acknowledged and agreed.

5.2.2.1.3. Contractor shall state all costs, if any, associated with the installation, associated equipment and/or software, furniture, and enclosures, and will include all cost components. The Video Visitation System instruments, software, hardware, and enclosures shall be subject to approval by the Sheriff's Office and Probation Department. The Contractor shall be responsible for any costs for cabling and wiring, network access, project implementation, interface development and installation, and for any other cost incurred in conjunction with implementation of the system and its associated services and features.

RESPONSE: Not applicable. Smart Communications will furnish, install, support and maintain all proposed technologies and services at ***no cost*** to the County.

5.2.2.1.4. Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

RESPONSE: Acknowledged and agreed.

5.2.2.1.5. Contractor shall provide a fully functioning, comprehensive and operational hosted, IP-based Video Visitation System using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities.

RESPONSE: Acknowledged and agreed.

5.2.2.1.6. The Video Visitation System shall be capable of processing on-site and remote visits at all facilities, allowing visitors to video conference with Incarcerated Individuals/Youths whether visitor is located at a designated Facility property and/or at a remote location.

RESPONSE: Confirmed. Smart Communications' SmartVisit™ VVS is the most intelligent video visitation platform in corrections and supports both on-site and remote visits. SmartVisit™ utilizes industry exclusive content filtering software and a robust web-based scheduling application that streamlines and automates the visitation process to provide a true "self-service" video visitation experience with zero staff involvement.



Visitors can manage their account, schedule a visit or conduct a SmartVisit™ VVS session on-site via a SmartKiosk™ or remotely from a PC at www.SmartInmate.com.

5.2.2.1.7. The Video Visitation System shall be a complete solution for the Sheriff's Office and Probation Department incorporating all major aspects of visitation (e.g., reporting, recording, scheduling,

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software and hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors.

RESPONSE: Acknowledged and agreed.

5.2.2.1.8. The Video Visitation System shall allow for visitation recording.

RESPONSE: Confirmed. All non-privileged SmartVisit™ video visitation sessions are recorded by our custom, internal recording subsystem. This subsystem processes the audio/video data from the session and embeds various metadata to support the query/search functions and other investigative tools in the SmartEcosystem™ Dashboard, such as SmartLink™ and advanced case reports. The recording file produced contains the audio and video feeds from both the inmate and visitor, and includes any system text prompts (i.e., "inmate not facing camera" or "visitor not facing camera") or text messages interjected into the session by the staff member monitoring the visit. The video recording also contains other important visitation session data, such as participant names, video devices/endpoints used, session timer and date/time of the visit.

Once processed by the subsystem, SmartVisit™ video visitation session recordings are automatically stored in the SmartEcosystem™ Dashboard. Authorized facility staff can immediately access and play back SmartVisit™ recordings via the SmartEcosystem™ Dashboard's built-in video player.



While reviewing a SmartVisit™ recording, authorized staff can adjust the video playback speed, listening volume level and viewing/display size (i.e., full-screen). The SmartEcosystem™ Dashboard also includes a "***Visitation Notes***" feature, allowing staff to enter important notes/comments regarding the video visitation session. The notes entered are saved with the session recording to facilitate sharing with and review by other staff members.

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SmartVisit™ session recordings are saved in a common/non-proprietary MPEG-4 (.MP4) video file format. As a standardized file format for video, almost all video players support MP4 – no additional software is required for playback. To open a file, double-click the video to open in the default video player/viewer on the PC. Android and iPhone natively support playback of MP4 as well.



Our SmartVisit™ VVS utilizes cloud-based architecture managed via our geographically disparate and redundant data centers. SmartVisit™ session recordings are securely stored in these data centers and backed up nightly. Since our data centers are scalable and do not impose storage limits, all session recordings are stored for the full contract term and beyond. To optimize system/network performance, older recordings are archived in accordance with the agency's policy, regulatory compliance or once every 180 days. Archiving is performed by our skilled Network Operations Center (NOC) staff and allows for loss-less retrieval at any time in the future.

5.2.2.1.9. The Video Visitation System shall be able to charge the visitor for remote and inter-facility video visits with the Sheriff's Office and Probation Department.

RESPONSE: Confirmed.

5.2.2.1.10. The Video Visitation System shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP/Ethernet. Systems that utilize analog audio/video matrix switching devices are not acceptable.

RESPONSE: Confirmed. Smart Communications' SmartVisit™ VVS is a fully IP-based platform. All connections are made using a dynamic, centralized Stream Forwarding Unit (SFU) located within the network. All connections to this unit are managed by the SmartVisit™ application that is controlled via the SmartEcosystem™ Dashboard. Any inmate video end point can be connected to any visitor visitation endpoint or a remote visitor PC or smartphone with an active Internet connection. The SFU is also controlled by the video management application. Connections are made dynamically on a visit-by-visit basis.

5.2.2.1.11. At no expense to the Sheriff's Office and Probation Department, staff shall be trained by Contractor in the use of the System to facilitate all on site and remote browser-based visitations and to administer the System.

RESPONSE: Acknowledged and agreed. Please refer to our response to #***5.2.2.1.67*** for details.

5.2.2.1.12. Cabling and wiring, network access, interface, installation, and implementation of the Video Visitation System and associated services and features will be the responsibility and cost of the Contractor. Contractor shall be responsible for providing and implementing a separate network connection (cable, fiber, etc.). Contractor will be responsible for any additional network switches, wiring, and any and all bandwidth required for video visitations.

RESPONSE: Acknowledged and agreed.

5.2.2.1.13. Cabling, wiring, and other infrastructure will become the property of the Sheriff's Office and Probation Department at the end of the contract term.

RESPONSE: Acknowledged and agreed.

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5.2.2.1.14. Remote visitors will be able to conduct remote visits without having to install or download any software.

RESPONSE: Confirmed. Visitors can conduct a SmartVisit™ VVS session remotely through the web browser on any internet-enabled device via www.SmartInmate.com.

5.2.2.1.15. Contractor shall provide technical support in both English and Spanish during visitation hours for facility and visitors at no cost to facility.

RESPONSE: Confirmed.

5.2.2.1.16. Software upgrades and system improvements will be provided and implemented at no additional cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.17. The Video Visitation System shall be able to support several web-based applications including, but not limited to, video visitation, Incarcerated Individuals/Youth information, sick request, emergency visit, commissary ordering and Incarcerated Individuals/Youth electronic Email.

RESPONSE: Applications, features and functionalities available on the SmartKiosk™ devices include:

- **Phone Calls**: inmates can speak to their friends and family using our SmartEvo™ ITS.
- **Video Visitation**: inmates can participate in on-site and remote video sessions via our SmartVisit™ VVS.
- **Messaging**: inmates can send and receive text messages from friends, family and County staff. Inmates can also receive photographs and video messages.
- **MailGuard®**: Patented Mail Scanning provides inmates with free access to personal mail that is processed off-site daily at our state-of-the-art MailGuard® processing center. Our patented MailGuard® keeps facility staff and inmates safe by eliminating the risk of contraband entering the facility via postal mail and by providing a streamlined, labor-free, automated means to process inmate postal mail. MailGuard® also serves as an invaluable investigative tool; digital mail is database-searchable to allow your staff to gain intelligence and eliminate secret communication.
- **Job Search**: helps inmates return to the job market and move past their criminal record by providing access to the U.S. Department of Labor's CareerOneStop website. CareerOneStop provides resources to help inmates find employers and learn how to talk about their conviction.
- **Requests/Grievance**: inmates can electronically create and submit general requests, medical requests and grievances via our SmartRequest™ platform. The customizable and detailed electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility.
- **Law Library**: provides inmates with complimentary, self-service access to Federal and State statutes and case law, a legal dictionary, and other aids to assist with research pertinent to their case. By eliminating the need to escort inmates through the facility to access legal resources, staff burden is reduced.
- **Commissary**: allows inmates to place orders for commissary items. Integration with the facility's commissary provider is performed by Smart Communications at no cost.
- **PDF Viewer/Documents**: allows inmates to view the inmate handbook, PREA information and other .PDF documents uploaded by authorized facility staff.

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- **Inmate Videos**: allows inmates to access MP4 video files uploaded by authorized facility staff (i.e., video version of inmate handbook, facility orientation video, etc.).
- **Calendar**: inmates can access a system-wide calendar/appointment manager. Authorized users can add appointments and other dates to specific inmates' calendars or to the global calendar for all inmates. ***NOTE**: The calendar can also be interfaced with the County's JMS to allow inmates to access court/release date information. This function is facility/vendor-specific, and some vendors may charge for access to the information.*
- **Trust Account/Debit Purchase Lookups**: inmates can view trust account balances and debit purchases. ***NOTE**: Requires the County's incumbent inmate banking/trust commissary vendor to provide the appropriate data feed*.
- **Calculator, Dictionaries and Clock**: provides inmates with access to a calculator to perform basic math and trigonometric calculations, language dictionaries (English/Spanish) and a clock with local time.
- **Video Relay Service**: Video Relay Service (VRS) and Video Remote Interpreting (VRI) can be provided by Purple Communications on Smart Communications' hardware. Purple Communications' VRS and VRI are FCC-certified solutions for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).

SmartTablet™ devices support all SmartKiosk™ applications, features and functionalities, as well as:

- **Entertainment**: inmates can stream various media, TV shows, movies and games on demand through SmartEntertainment™, with complimentary access to select Ebooks and Internet radio stations.
- **Education and Reentry**: provides inmates with complimentary access to a vast resource of educational, reentry, vocational, life skills, self-improvement and recovery courses and content.

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5.2.2.1.18. The Video Visitation System shall utilize high quality video, H.264 video standard, 64 Kbps- 2 Mbps video transmission speeds, and a wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (l76x 144pixels).

RESPONSE: Confirmed.

5.2.2.1.19. The Video Visitation System shall be designed for: up to 30 frames per second of high-quality video at 384+ Kbps, up to 15 frames per second of high-quality video at 64 - 320 Kbps, and constant or variable bit rate and frame rate.

RESPONSE: Confirmed.

5.2.2.1.20. The Video Visitation System shall provide encryptions for all visits.

RESPONSE: Confirmed.

5.2.2.1.21. In-Process Visits shall have a visible countdown timer and a recording notification legibly posted in both English and Spanish

RESPONSE: Confirmed.

5.2.2.1.22. All video visitation station components shall be field- replaceable by facility staff or by the Video Visitation System contractor. All video visitation station components shall be non--proprietary.

RESPONSE: Confirmed.

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5.2.2.1.23. The terminal will be able to access the web-based application and be enabled for touch screen inputs.

RESPONSE: Confirmed..

5.2.2.1.24. The Video Visitation System shall have the option for handset volume control.

RESPONSE: Confirmed.

5.2.2.1.25. All visitation recordings shall be processed and stored at the Sheriff's Office and Probation Department's option and direction: at a remote data center or stored locally within the facility on a separate server environment (will NOT use Sheriff's Office and Probation Department's internal server environment).

RESPONSE: Confirmed. Please refer to our response to ***#5.2.2.1.8*** for details.

5.2.2.1.26. The Video Visitation System shall provide software updates free of charge to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.27. The Video Visitation System shall be a user-friendly, highly graphical, keyboard and mouse-driven application or better.

RESPONSE: Confirmed. Smart Communications' SmartKiosk™ and SmartTablet™ devices are equipped with interactive and user friendly touch screen displays.

5.2.2.1.28. The Video Visitation System shall be accessible via standard browser to facility users with network access and application privileges.

RESPONSE: Confirmed. The system is only accessible to authorized County personnel via the secure, web-based SmartEcosystem™ Dashboard. Authorized personnel must enter their username and password credentials to log in to the SmartEcosystem™ Dashboard. After logging in, users can perform all system functions relative to their security level setting. For security, accountability and auditing purposes, all user activity, such as page views and database modifications, are logged in detail.

5.2.2.1.29. The Video Visitation System shall be a privilege-based system allowing the assignment of privileges to customizable user's groups and user assignment to specific user groups.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard incorporates managed password control. Smart Communications will provide administrator access to our secure, web-based SmartEcosystem™ Dashboard which allows for the addition/removal of users and the assignment of different user security levels. The system will allow unlimited flexibility, allowing each function in the system to be assigned to a specific username and password for different levels of security clearance.

5.2.2.1.30. The Video Visitation System shall allow the facility to automatically notify a user(s) and/or user group(s) via Email when a visitation station is added, modified and/or taken offline.

RESPONSE: Confirmed.

5.2.2.1.31. The Video Visitation System will interface with the facility's jail management system (JMS) and provide Sheriff's Office-specific and Probation Department- specific information for tracking Incarcerated

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Individuals/Youth and visitor activities and patterns. The Video Visitation System shall track all Incarcerated Individuals/Youth housing unit assignments, movements and Incarcerated Individuals/Youth releases to validate scheduled visitation integrity.

RESPONSE: Confirmed.

5.2.2.1.32. The Video Visitation System shall automatically attempt to reschedule all visits associated with the Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has changed housing locations.

RESPONSE: Confirmed.

5.2.2.1.33. Video Visitation System shall automatically cancel all visits associated with an Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has been released.

RESPONSE: Confirmed.

5.2.2.1.34. Video Visitation System shall notify visitor(s) via Email and automated phone message if a visitation has been cancelled.

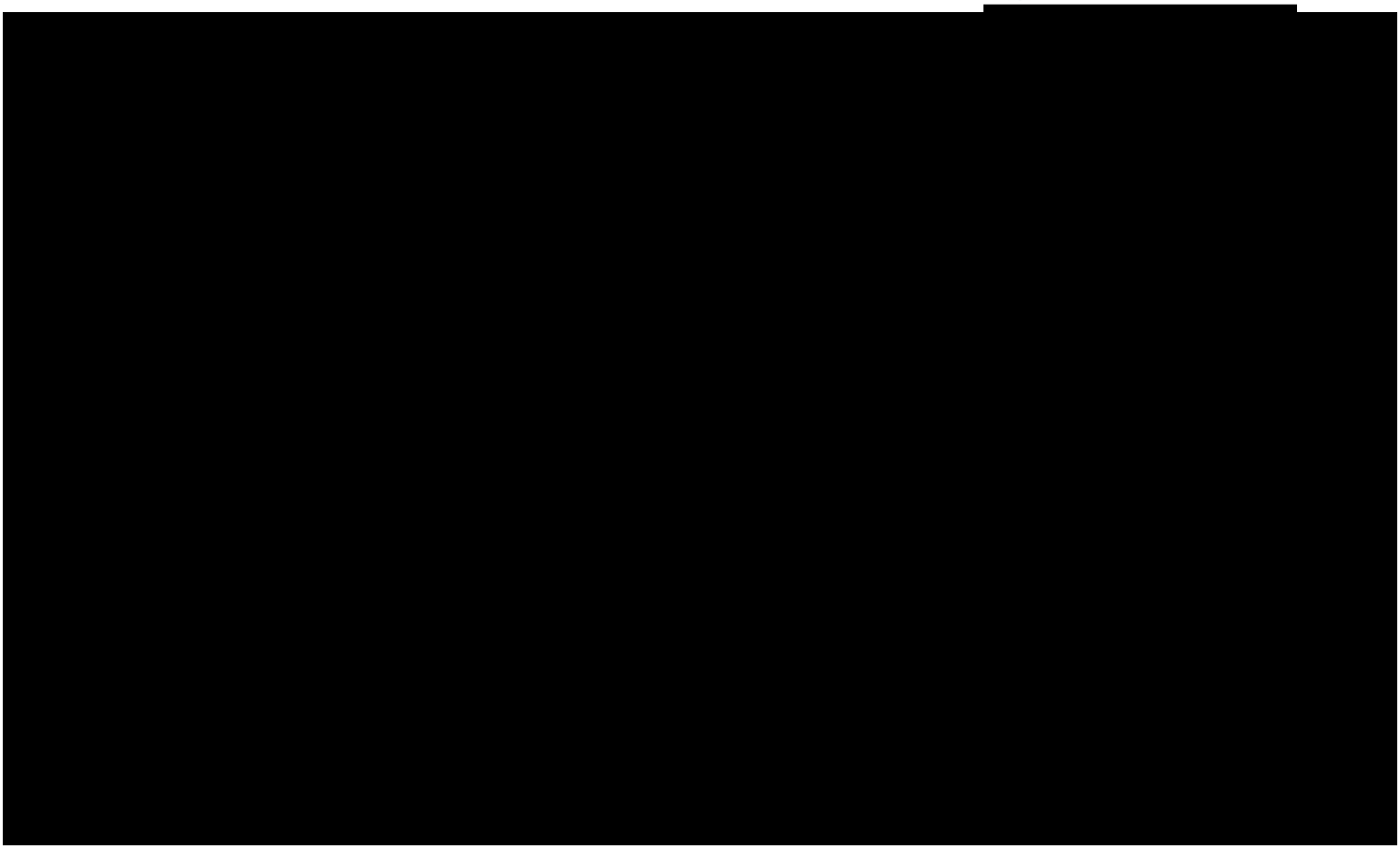
RESPONSE: Confirmed. Public users are notified of pending SmartVisit™ VVS sessions by email or text message. Once scheduled, the user can view visit details at SmartInmate.com. Public users will also be notified by email if there are any cancellations or changes to the visit.

5.2.2.1.35. The Video Visitation System shall allow the Sheriff's Office and Probation Department to require and process pre-screening data to be specified by the facilities, prior to scheduling video visits, to streamline video visits.

RESPONSE: Confirmed. SmartVisit™ VVS features a robust, web-based Visitation Scheduler application. This applicable allows public users to use any PC, smartphone or tablet with an active Internet connection, or a facility lobby kiosk to schedule on-site or remote video visitation sessions. The Visitation Scheduler's intelligent software eliminates the need for staff to be involved in the visitation scheduling process and greatly reduces lobby foot traffic and wait times by employing conflict-checking algorithms to ensure video visitation stations are available at the session times requested.

To schedule a SmartVisit™ VVS session, an individual must create a SmartInmate.com account. During the account creation process, the individual is prompted to provide basic contact information, and create a unique username and password. Additional security features, such as requiring a public user to upload a form of government issued ID and a profile picture for identity confirmation, are also available.

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5.2.2.1.36. The Video Visitation System shall allow the facilities to manage and schedule internet video visitation, on- premises and off-premises video visitation and non- video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling polices.

RESPONSE: The SmartEcosystem™ Dashboard is equipped with a granular "***Schedule***" function. This function allows authorized facility staff to control both the days of the week and times in which on-site, on-demand and remote SmartVisit™ VVS services are available for inmate use.

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In the SmartEcosystem™ Dashboard, authorized facility staff can also review/approve public user visitation requests, schedule a visit on behalf of a public user and access a list of all upcoming visitations.



The SmartEcosystem™ provides staff with complete control over an inmate's ability to log in to a SmartKiosk™ or SmartTablet™ device, and to which service applications they are provided with access. Device and service restrictions may be configured for a specific inmate, group of inmates/housing unit or the entire facility.

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5.2.2.1.37. The Video Visitation System shall allow the facility to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording and monitoring rules and scheduling and polices.

RESPONSE: Confirmed.

5.2.2.1.38. The Video Visitation System shall allow the facility to create specific personal and non-recorded professional (Attorney) visitation time slots for internet video visits, on-premises and face-to-face visits.

RESPONSE: Confirmed.

5.2.2.1.39. The Video Visitation System shall allow the facility to determine what types of visits (Internet, on- premises or both) are allowed for each housing unit.

RESPONSE: Confirmed.

5.2.2.1.40. The Video Visitation System shall allow the facility to establish and manage approved visitor lists for the entire facility, only selected housing units or only selected Incarcerated Individuals/Youths.

RESPONSE: Confirmed.

5.2.2.1.41. The Video Visitation System shall provide for an Exclusion List and allow the facility to schedule a "no visitations" event with customizable duration for an Incarcerated Individuals/Youth, station, station group, housing unit and/or visitation center.

RESPONSE: Confirmed.

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5.2.2.1.42. The Video Visitation System shall provide authorized Sheriff's Office and Probation Department users the ability to do searches and create reports.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with multiple SmartVisit™ VVS administrative and reporting tools. Please refer to ***Section 3, #8.2.3.5 Management and Maintenance Reports*** for details.

5.2.2.1.43. The Video Visitation System shall allow the facility to establish and automatically enforce different Incarcerated Individuals/Youth and visitor quotas for internet video visits, on-premises video visits and face- to-face visits.

RESPONSE: Confirmed.

5.2.2.1.44. The Video Visitation System shall allow the facility to denote a visitor as being a professional visitor.

RESPONSE: Confirmed. The SmartVisit™ VVS registration and scheduling process allows public users to register their account to receive confidential/privileged video visits. The submitted application will be put in queue until approved by the authorized facility administrator.

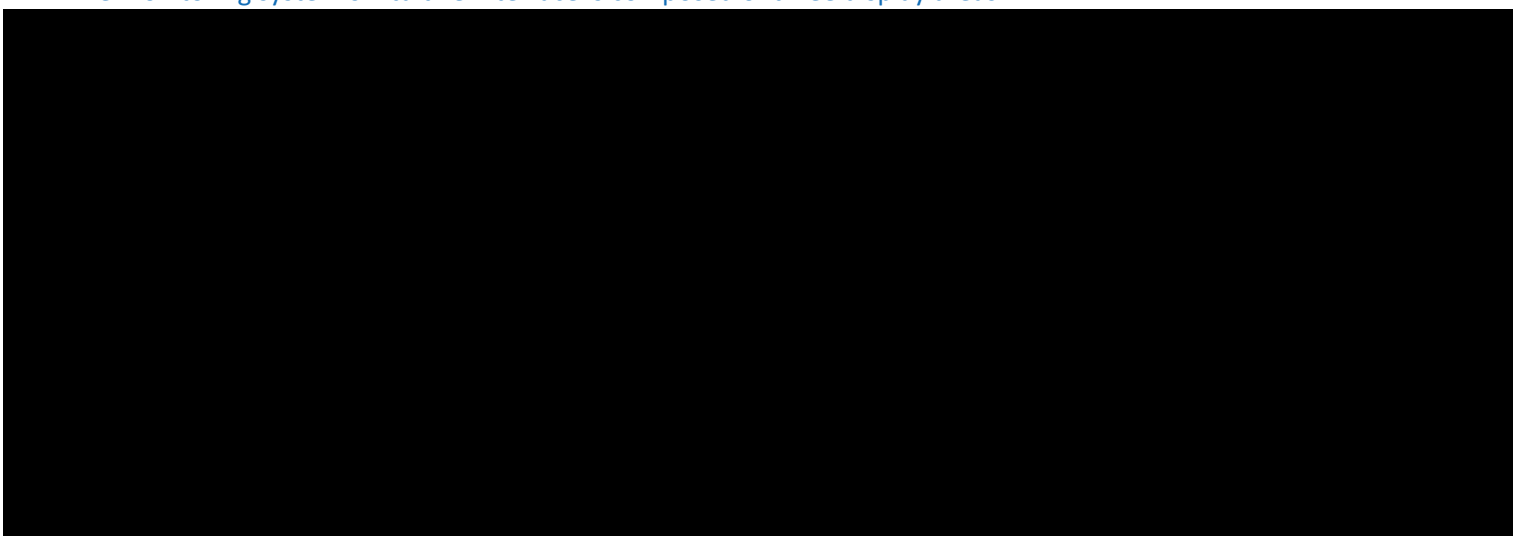
5.2.2.1.45. The Video Visitation System shall automatically start each visit at the designated start time.

RESPONSE: Confirmed. After a SmartVisit™ video visitation session has been initiated by the visitor, the system will wait for the inmate to log in to their video visitation terminal or tablet device. The video visitation will commence automatically as soon as both parties are logged in and present without staff intervention.

5.2.2.1.46. Video Visitation System shall allow for real-time visitation monitoring of all video visitations conducted onsite and offsite.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with a live video visitation monitoring feature, which allows authorized facility staff to monitor all non-privileged SmartVisit™ sessions in real-time, on-site or remotely from any PC equipped with a common web browser and active Internet connection.

The monitoring system's intuitive interface is composed of three display areas:



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5.2.2.1.47. The Video Visitation System shall provide synchronized digital video and audio recording for all visitation sessions.

RESPONSE: Confirmed. Please refer to our response to ***#5.2.2.1.8*** for details.

5.2.2.1.48. The Video Visitation System shall automatically attempt to reconnect stations if connectivity is lost.

RESPONSE: Confirmed.

5.2.2.1.49. The Video Visitation System will provide for a Visitation Rules system that allows for configurable rules to be established in order to encourage usage and minimize the number of people in the lobby.

RESPONSE: Confirmed. In addition to many built in features, Smart Communications' SmartVisit™ VVS allows for the configuration of Visitation Rules to encourage usage and minimize the number of people in the lobby.

To encourage usage:

- Free visitations – free on-site visitations for public visitors and free remote visitations for professional visitors are included
- Time extension – authorized users can extend the time of any running visit
- Self-service experience – public users can schedule and initiate visitation sessions without staff intervention
- Inmate-initiated visits – inmates can send a visitation request to a public user via email or text; the visitor has three minutes to initiate the session once the request is sent

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To minimize lobby foot traffic:

- Automatic cut off – sessions are automatically terminated the at the end of the allotted visitation period to ensure schedules are maintained
- Conflict checking – the web-based Visitation Scheduler employs conflict checking algorithms to ensure video visitation stations are available at the session times requested
- Remote visitations – public users can schedule and participate in a visitation session via an internet-enabled PC

Most of these features can be configured by authorized users via the SmartEcosystem™ Dashboard.

5.2.2.1.50. The Video Visitation System will provide the Incarcerated Individuals/Youth with standard information retrieved from the facility's jail management system (i.e., court dates, trust account balances).

RESPONSE: Confirmed.

5.2.2.1.51. The Video Visitation System shall allow the facility to create remote video visitation billing charges.

RESPONSE: Confirmed.

5.2.2.1.52. Video Visitation System must have the ability to differentiate between professional visitors on the approved list and those who aren't on the approved list and non-professional visitors (i.e., allow public defenders and private attorneys on the approved list to have free remote visits, while charging non-professional visitors for remote visits, etc.).

RESPONSE: Confirmed. SmartVisit™ VVS will be configured to allow for no cost remote professional video visitation sessions. Authorized County staff can create or approve a profile for an individual considered a "professional visitor" via the SmartEcosystem™ Dashboard. Once the professional visitor's profile has been established, authorized staff can specify if visitation sessions related to the profile are to be recorded and set a custom visitation time length.

5.2.2.1.53. Video Visitation System shall allow the facility to implement a non-refundable processing fee.

RESPONSE: Confirmed.

5.2.2.1.54. Video Visitation System shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.

RESPONSE: Confirmed.

5.2.2.1.55. Video Visitation System shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.

RESPONSE: Confirmed.

5.2.2.1.56. Video Visitation System shall allow authorized facility staff to override or refund visitation charges

RESPONSE: Confirmed.

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5.2.2.1.57. The equipment, cabling, wiring, and conduit installed at the Sheriff's Office and Probation Department facilities shall remain the sole and exclusive property of the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department will not be responsible for any damage to the Video Visitation System equipment.

RESPONSE: Acknowledged and agreed.

5.2.2.1.58. Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all Video Visitation System units, hardware, and related service equipment in good working order and in compliance with equipment manufacturer's specifications throughout the term of the contract.

RESPONSE: Acknowledged and agreed.

5.2.2.1.59. Contractor shall provide Customer Service support for video visitation system that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

RESPONSE: Confirmed. Friends and family of inmates who need assistance with the services we provide can contact our Customer Care Center 24/7/365 by calling our toll-free line at 888-843-1972. All calls are answered by a live, U.S.-based representative.

5.2.2.1.60. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Hosted Incarcerated Individuals/Youth Video Visitation System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

RESPONSE: Confirmed. County staff is supported by our Technical Support Center, which can be reached 24/7/365 toll-free at 844-346-0988 or via email at support@smartcommunications.us. All Technical Support staff are highly trained, based in the U.S. and employed directly by Smart Communications (support is not outsourced to a third-party provider).

5.2.2.1.61. Contractor shall describe how it performs standard system testing to ensure that the Video Visitation System and its network services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Video Visitation System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

RESPONSE: The following tests are conducted by Smart Communications to ensure our SmartVisit™ VVS and networks are stable, reliable and ready to handle visitation traffic.

- Unit Testing: This involves testing individual hardware components and modules in isolation to verify their functionality and is performed immediately after hardware is requisitioned from inventory. Unit testing ensures each component performs as expected and can help identify and fix any potential issues at an early stage.

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- System Testing: This phase involves testing the hardware, software and network as an entire system. System testing includes end-to-end scenarios (successful importation of JMS data feed, public user profile creation and registration approval, scheduling, etc.) load testing (under normal and peak load conditions), and stress testing to validate the system's functionality, performance and scalability.
- Security Testing: It is crucial to perform rigorous security testing to identify vulnerabilities and ensure the system's protection against potential threats. This includes testing for encryption protocols, access controls, authentication mechanisms, and data privacy measures. Penetration testing and vulnerability assessments are also conducted at this time.
- Customer Acceptance Testing (CAT): CAT involves testing the system from the customer's perspective to ensure it meets their requirements and expectations. Facility Project Lead personnel and installation team members participate in CAT to validate the solution's usability, functionality and overall user experience.

County staff involvement to facilitate testing is limited and includes:

- Facility Project Lead's approval of hardware and network installation plan
- Provisioning of security clearance and facility access/security escort for installation team members
- Facility Project Lead's participation in CAT for approval/sign-off of system installation and performance; this test is usually completed within 30 minutes

5.2.2.1.62. Contractor shall be responsible for all maintenance and repairs to the Video Visitation System.

RESPONSE: Acknowledged and agreed.

5.2.2.1.63. Contractor shall provide 24/7/365 support for software and hardware problems and shall comply with response times detailed in Exhibit II - Incarcerated Individuals/Youth Tablets and Video Visitation System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Video Visitation System problems. This toll-free maintenance/repair telephone number shall be available for reporting Video Visitation System problems twenty-four (24) hours per day, every day of the year.

RESPONSE: Acknowledged and agreed.

5.2.2.1.64. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Video Visitation System Service Level Agreement in Exhibit II.

RESPONSE: Acknowledged and agreed.

5.2.2.1.65. Contractor shall provide and maintain an inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the Video Visitation System. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

RESPONSE: Acknowledged and agreed. We will provide adequate spare parts for repairs and maintenance of the system. As parts are used, additional parts will be replaced to maintain a full inventory at all times.

5.2.2.1.66. The Contractor shall develop procedures and schedules to conduct monthly preventive maintenance on the Video Visitation System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the preventative

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maintenance performed. The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Video Visitation System and all of its components in good working order, including the performance of preventive maintenance.

RESPONSE: Acknowledged and agreed. Monthly preventive maintenance procedures will be performed by the full-time, On-site Certified Technician (OCT) provided by Smart Communications at ***no cost*** to the County. For additional details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

5.2.2.1.67. Contractor shall provide onsite training and all end-user training on the Video Visitation System to designated Sheriff's Office and Probation Department's staff at no additional cost to the Sheriff's Office and Probation Department. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days from the "go- live" date, at no cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed. All technologies and services provided by Smart Communications include comprehensive initial on-site training at ***no cost***. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training as needed. Both on-site and remote training are available upon request at ***no cost*** throughout the contract term.

A detailed scope of the training topics covered for each user access level has been provided in response to ***Section 3 – Technical Proposal***, ***#8.2.3.3 Training – Post-Implementation and Ongoing***.

5.2.2.1.68. Contractor shall provide training on system upgrades or any component thereof, if any.

RESPONSE: Acknowledged and agreed.

5.2.2.1.69. Contractor shall provide user manuals to the Sheriff's Office and Probation Department.

RESPONSE: As Smart Communications' technologies and services are continuously upgraded and enhanced, user guides provided on static media, such as printed documents or digital files on a thumb drive, quickly become outdated. To ensure new and existing users are provided with the most current information, our web-based SmartEcosystem™ Dashboard features dynamic pop-up definitions on key system terms and functions. The pop-ups include step-by-step instruction to help staff better understand and complete both basic/common and advanced tasks. These pop-up definitions can be printed if desired. If additional assistance is ever needed, Smart Communications' trained, U.S.-based Technical Support Specialists can be reached 24/7/365 toll-free by calling 844-346-0988 or emailing support@smartcommunications.us.

5.2.2.1.70. Contractor must describe its standard system testing to ensure that the proposed Video Visitation System and associated services are fully implemented and ready to accept visitation traffic and

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Sheriff's Office and Probation Department's use. This description must include Contractor and industry standard methodologies, procedures, and protocols.

RESPONSE: Acknowledged and agreed. Please refer to our response to #***5.2.2.1.61*** for details.

5.2.2.1.71. Contractor shall describe what is required of the Sheriff's Office's and Probation Department's personnel during the system testing. All hardware, software, licensing, etc. required to perform the testing must be provided by Contractor to the Sheriff's Office and Probation Department at no cost. System testing will simulate normal operating conditions and include full traffic load representing high traffic situations for visitation traffic.

RESPONSE: Acknowledged and agreed. Please refer to our response to #***5.2.2.1.61*** for details.

5.2.2.1.72. Annual Review - Within thirty (30) calendar days following the end of the Agreement year, Contractor Project Manager or Senior Management personnel shall meet with the Sheriff's Office and Probation Department (at their discretion) and provide a comprehensive report of Video Visitation System activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This shall also include a Contract Review for the preceding year.

RESPONSE: Acknowledged and agreed.

5.2.2.1.73. Integration of Video Visitation System - Contractor shall submit detailed plans for the provision of necessary telephone equipment and the new Video Visitation System, while minimizing the impacts to current operations. The new Video Visitation System shall become fully operational upon successful completion of all system testing and acceptance by the Sheriff's Office. System acceptance test criteria is as follows: all Video Visitation System units tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office's Project Manager. All Video Visitation System installation plans and schedules will be reviewed and approved by the Sheriff's Office's Project Manager in order to minimize impacts to normal operations.

RESPONSE: Acknowledged and agreed. Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.



By coupling this phased approach to project management/ implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided in

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response to ***Section 3 – Technical Proposal***, #***8.2.3.2 Project Methodology and Project Management***. Please note that the plan/schedule provided is "preliminary" and can be adjusted if necessary to help achieve the County's project completion objective.

5.2.2.2. Project Approach and Management - Contractor shall present an overview, which shall be a narrative description, of Contractor's plan for providing the Video Visitation System to the Sheriff's Office and Probation Department. Contractor shall provide in full detail, its understanding and response to the Scope of Work.

5.2.2.2.1. Implementation Plan and Schedule - Contractor shall provide a detailed Implementation Plan and Schedule. The installation shall include a user testing and acceptance provision for the Sheriff's Office and Probation Department. Time is of the essence in providing a fully functional Incarcerated Individual/Youth video visitation system, and Contractor is required to provide a fully functional system tested and accepted by the Sheriff's Office and Probation Department. At the Sheriff's Office's and Probation Department's discretion, any failure or deficiency within the Vendor's control to provide this service within the agreed-upon implementation schedule provided by the Contractor shall incur a penalty until fully functional. Implementation Plan and Schedule shall include the Summary of management/work plan for this Project and Project Schedule with Project Milestone Dates.

RESPONSE: Acknowledged and agreed. A detailed Implementation Plan and Schedule are provided in response to ***Section 3 – Technical Proposal***, #***8.2.3.2 Project Methodology and Project Management***.

5.2.2.2.2. Project Control Document (PCD) - Upon effective date of Agreement, the Contractor shall create and deliver to the County and Probation Department, Project Control Documents (PCDs) consistent with the Scope of Work. The contents of each PCD shall include the following:

5.2.6.1.1.1. Introduction
5.2.6.1.1.2. Executive Summary
5.2.6.1.1.3. Project Mission and Objectives
5.2.6.1.1.4. Project Scope
5.2.6.1.1.5. Work Breakdown Structure
5.2.6.1.1.6. Master Project Schedule
5.2.6.1.1.7. Change Control Plan
5.2.6.1.1.8. Project Team
5.2.6.1.1.9. Risk Assessment and Management

RESPONSE: Acknowledged and agreed.

5.2.6.1.2. Project Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, Project Management certification, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the County and Probation Department's main point of contact during the Video Visitation System installation. Contractor shall provide the names, years of service, educational attainment/degrees, qualifications, addresses and telephone numbers of each member of Contractor's Project Implementation Team, including an Escalation Chart with complete contact information.

[redacted]

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[redacted], address, etc.

Please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***" for our escalation chart.

5.2.6.1.3. Post-Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, address and telephone number(s) for the Contractor's Account Manager, which will be the County and Probation Department's main point of contact during the Contract(s) term.

[redacted]

Please refer to ***8.2.2.3 Key Personnel's Names and Experience*** for further details.

5.2.6.2. Management Reporting

5.2.6.2.1. Project Status Report - Contractor shall submit Project Status Reports during the System Implementation Period separately to the Sheriff's Office and to the Probation Department. The Contractor shall submit such reports to the County and Probation Department Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday, or holiday. The reports shall, at a minimum, state:

5.2.6.2.1.1. Period covered by report
5.2.6.2.1.2. Project progress and plans
5.2.6.2.1.3. Issues tracking, including deficiencies
5.2.6.2.1.4. Project schedule, including work scheduled for completion, which was completed, and work scheduled for completion which was not completed
5.2.6.2.1.5. Updates to Project Control Document
5.2.6.2.1.6. Project risks identified through the quality assurance process
5.2.6.2.1.7. Any other information that the County and Probation Department or may reasonably require

RESPONSE: Acknowledged and agreed.

5.2.6.2.2. Monthly Project Report - The Contractor shall submit Monthly Project Reports pertaining to the operation and maintenance of the Video Visitation System. Monthly reports shall be for the period including the first day of the month through the last day of the month. Post- implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. The reports shall include, but not be limited to, the following:

5.2.6.2.2.1. Incarcerated Individuals/Youth Video Visitation Detail Reports
5.2.6.2.2.2. Revenue Share Reports (on Remote Visits)

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5.2.6.2.2.3. Total Video Visits Completed and Billed Report: Report shall be in summary format by facility.
5.2.6.2.2.4. Any Unauthorized Video Visit Activity Detected Report: Report shall be in summary format by facility and shall contain any information available to support the subsequent investigation of such activities.
5.2.6.2.2.5. System Outages and/or Maintenance Performed Report: Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date, time and who notified the County and Probation Department.
5.2.6.2.2.6. Video Visitation System Inspection and Maintenance Log: This report shall be submitted to the County and Probation Department on a quarterly basis or as required by the County and Probation Department.
5.2.6.2.2.7. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the County and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.6.2.3. Year-End Summary Report - Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's Video Visitation System and separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The Year-End Summary Report is due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Video Visitation System for the subject Agreement year.

RESPONSE: Acknowledged and agreed.

5.3 Contractor to comply with all Local State and Federal Laws and Regulations

RESPONSE: Acknowledged and agreed.

Section 4 – STATEMENT TO SERVICE ENTIRE COUNTY

Include a statement acknowledging which of the following locations your company can provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far South as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

RESPONSE: Smart Communications can provide services to all locations within the County of Monterey.

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Section 5 – ENVIRONMENTALLY FRIENDLY PRACTICES

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (Reference: https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305)

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

RESPONSE: Though Smart Communications is not a "Green Certified" business, we do utilize environmentally friendly practices, as demonstrated by our MailGuard® Postal Mail Elimination System recycling practices. Non-privileged inmate postal mail is sent directly to our MailGuard® processing center located in Seminole, FL. Upon arrival, our highly trained staff utilizes cutting-edge technology to convert the inmate mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to Smart Communications' intelligent MailGuard® platform for facility staff review/approval. After the review/approval, the digital files are automatically delivered to the inmates via the SmartTablet™ or SmartKiosk™ devices available at the facility.

Original copies of processed inmate mail are stored in a dry, climate-controlled environment in our secure processing facility for a standard 30-day storage period. When the storage period expires, these original copies are destroyed via an on-site paper shredding process and then recycled.

In 2022 alone, we recycled approximately 49,862 lbs of paper – almost 25 tons, resulting the in conservation of the following resources:

- 424 Trees*
- 9,474 Gallons of Oil*
- 174,516 Gallons of Water*
- 119,668 Kilowatt Hours of Energy*
- 2,493 Cubic Yards of Landfill Space*

**Estimated figures derived from official U.S. Environmental Protection Agency (EPA) calculations and actual prices from wholesale suppliers of paper, electric, water and landfill companies. For information security purposes, all material is 100% destroyed prior to recycling.*

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Section 6 – PRICING & WARRANTY

OFFER (ATTACHMENT A)

Proposal Highlights|

- » ITS $0.05/minute flat call rate with $0.01/minute commission on all call types, including interstate and international with $125,000.00 Minimum Annual Guarantee (MAG)
- » Remote VVS $0.10/minute flat call rate (no minimum usage requirements) with 50.0% commmission
- » *Free* Attorney/Public Defender Remote VVS sessions
- » Tablet Streaming Entertainment flat rate of $0.03/minute with 50.0% commission
- » SmartInmate™ Electronic Messaging System with two *free* messages every week for each incarcerated person ($46,800.00 annual value)
- » Unlimited *free* Attorney Messaging/Legal Document delivery with eSignature functionality
- » *Free* Patented MailGuard® and MailGuardLegal® System services ($648,000.00 annual value)
- » *Free* SmartLaw™ Digital Law Library access ($20,000.00 annual value)
- » *Free* SmartEd™ and SmartReentry™ educational resources and rehabilitative programs
- » *Free* SmartRequest™ Digital Request/Grievance/Medical Form System services
- » *Free* SmartTablet™ devices (1:1 tablet distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- » *Free* Jail Management System (JMS) and Commissary Interfaces with Automated Information Service (AIS)
- » Full-Time, On-site Certified Technician (OCT) ($75,000.00 annual value)
- » 24/7/365 live, U.S.-based Customer and Technical Support.

NOTE: Annual values based upon an Average Daily Population (ADP) of 900 incarcerated persons. Our initial offer based on our understanding of what was desired by the agency and we are completely open to modify our financial offer to meet the desires of the agency.

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MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881

TELEPHONE SERVICES, TABLET PROGRAM, VIDEO VISITATION SYSTEM

Smart Communications is presenting the Monterey County Sheriff's Office (MCSO) with a comprehensive incarcerated person (IP) communication technology/service package. This package is composed of our turnkey SmartEvo™ ITS, SmartVisit™ VVS, SmartRequest™ Digital Request/Grievance/Medical Form System, and SmartInmate™ Electronic Messaging System, as well as the following value-added technologies, services and benefits at ***no cost***:

- SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools
- Patented MailGuard® Postal Mail Elimination System service ($324,000.00 annual value)*
- Patented MailGuardLegal® System service ($324,000.00 annual value)*
- Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)
- All hardware with installation and software upgrades
- Full-time, On-site Certified Technician (OCT) ($75,000.00 annual value)*
- 24/7/365 live, U.S.-based customer and technical support
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- SmartInmate™ Electronic Messaging System service, including two ***free*** SmartInmate™ messages every week for each IP ($46,800.00 annual value)*
- ***Free*** Remote VVS service for attorneys and public defenders
- ***Free*** unlimited Attorney Messaging with Legal Document delivery and eSignature functionality
- SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs
- SmartLaw™ Digital Law Library ($20,000.00 annual value)*
- Debit Release Card System

*Based on an IP average daily population (ADP) of 900.

TOTAL VALUE-ADDED TECHNOLOGIES, SERVICES & BENEFITS OVER 5-YEAR CONTRACT TERM

$3,949,000.00+

To strengthen the County's budget, our offer also includes:



- **$0.01/minute commission all SmartEvo™ ITS calls with $125,000.00 Minimum Annual Guarantee (MAG) commission**
- **50.0% commission on total gross SmartVisit™ VVS remote video visitation session revenue**
- **50.0% commission on total gross SmartEntertainment™ revenue**
- **20.0% commission on total gross SmartInmate™ Electronic Messaging System revenue**
- **100.0% commission on total gross SmartEvo™ ITS Inbound Voicemail eXchange (VMX™) revenue provided at a fixed rate of $1.00/voicemail.**

Additional information about all aspects of our proposal, technologies, services and benefits is provided in greater detail in the sections that follow.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency.

If you have any questions or would like to discuss modifications to our proposed offer, please do not hesitate to contact me directly via email jon.logan@smartcommunications.us or phone 888-253-5178.

Thank you for your consideration and we look forward to working with Monterey County Sheriff's Office.

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Respectfully,



Jon Logan
CEO - Smart Communications

The First, Most Field-Proven and Innovative Inmate Telephone System Available

SmartEvo™ Inmate Telephone System (ITS)

Smart Communications' state-of-the-art SmartEvo™ ITS includes:

Administration and Control|

- Robust call scheduling and control feature set provides automated and manual, granular control over all aspects of telephone availability and access privileges
- Multiple call analysis tools providing standard and customizable reports
- Easy to manage global and personal allowable number lists
- Secure, web-based design provides full on-site and remote access to all administrative controls and tools based on user permission level

Security|

- Voice biometrics
- 3-way calling and hook-switch dialing detection and prevention
- Positive DTMF call acceptance
- 24/7/365 remote network monitoring ensures 99.99% uptime

Recording Storage and Retrieval|

- CDRs, call recordings and systems data are stored on encrypted and redundant storage area networks (SAN) at three separate geographic locations
- All CDR and call recording data remains securely stored and accessible to staff for one year or longer after agreement expiration
- Download a single file or select a set of call recordings to play back, burn/copy to disk or email in .MP3 file format

Call Monitoring and Investigative Tools|

- Unlimited and undetectable live call monitoring
- Hot number/call watch list offering text, phone or email alert notifications
- Call transcription with translation and keyword search capability
- Advanced case management tools to help investigators better track and manage assets for specific incidents or individuals that can be shared securely with external law enforcement agencies
- "*Best Known Name and Address*" feature queries internal client databases to help locate the address associated with telephone numbers
- SmartLink™ tools allow investigators to check for any links between IPs and public individuals or other IPs using multi-path and multi-relation analysis

Optional Value-Added Features|

- Compatibility/deployment of on-site, visitation telephone hardware
- Interoperable with SmartTablet™ and SmartKiosk™ devices to provide tablet/kiosk-based calling
- Indigent calling feature to configure free call quantity limits to predesignated numbers, including designated call durations and calling windows
- Custom speed dial to agency-defined numbers and/or designated voicemail boxes for IPs to contact PREA, crime tips, public defenders and more
- Seamless Video Relay Service (VRS) and Video Remote Interpreting (VRI) interfacing

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SmartEvo™ ITS Call and Commission Rates	
Call Rate/Minute	**Commission Rate**
$0.05	$0.01/minute

***NOTE**: ITS rates apply to all call tariff (Local, IntraLATA/Intrastate, InterLATA/InterState, InterState and International) and payment types (Collect, Direct-Billed, Prepaid Collect and IP PIN Debit). ITS rates and commissionable revenue do not include local, state or federal taxes, or any amount Smart Communications collects for payments required by statutory or regulatory programs mandated by governmental agencies, such as the Federal Universal Service Fund or $0.02/minute cost recovery fee. SmartEvo™ ITS Voicemail Exchange (VMX™) service is available. This service allows public users to leave up to a 60-second voicemail for a charge of $1.00/voicemail message. The County will receive 100.0% commission on total gross VMX™ revenue.*

True "Self-Service" Video Visitation With Zero Staff Involvement

SmartVisit™ Video Visitation System (VVS)

Smart Communications' SmartVisit™ VVS was introduced in 2015 and remains the most intelligent video visitation platform in corrections. SmartVisit™ utilizes industry exclusive content filtering software and a robust web-based scheduling application that streamlines and automates the visitation process to provide a true "self-service" video visitation experience with zero staff involvement. Our advanced content filtering software eliminates the need for staff to "baby-sit" a visitation session. Only the user's face is shown, blocking out all other content, such as backgrounds, gang signs/hand gestures, nudity and other "virtual contraband."



The secure, web-based SmartEcosystem™ Dashboard provides authorized staff with access to important VVS details, reports and information, including:

- **Welcome/Dashboard**: provides a summary view of the number of visits scheduled each day for the week, units offline, recording space and a message board.
- **Session History Report**: includes visitor/IP name, session date, session start/end times, visitor station location and IP/pod station location.
- **Video Visitation Recordings**: recorded visits are searchable, viewable and downloadable in .MP4 format.
- **User Activity Reports**: details facility staff use of the system, by user.

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Additionally, our SmartVisit™ VVS helps keeps IPs connected with their family and friends by supporting Video on Demand (VOD) which allows IPs to initiate their own remote video visitation sessions on SmartKiosk™ or SmartTablet™ devices with no minimum usage requirements.

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates –	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	$0.10	50.0%
	Remote (Video on Demand)	$0.10	

Corrections First and Most Field Proven System with Unlimited Free Attorney Messaging and Legal Document Delivery with eSignature Functionality

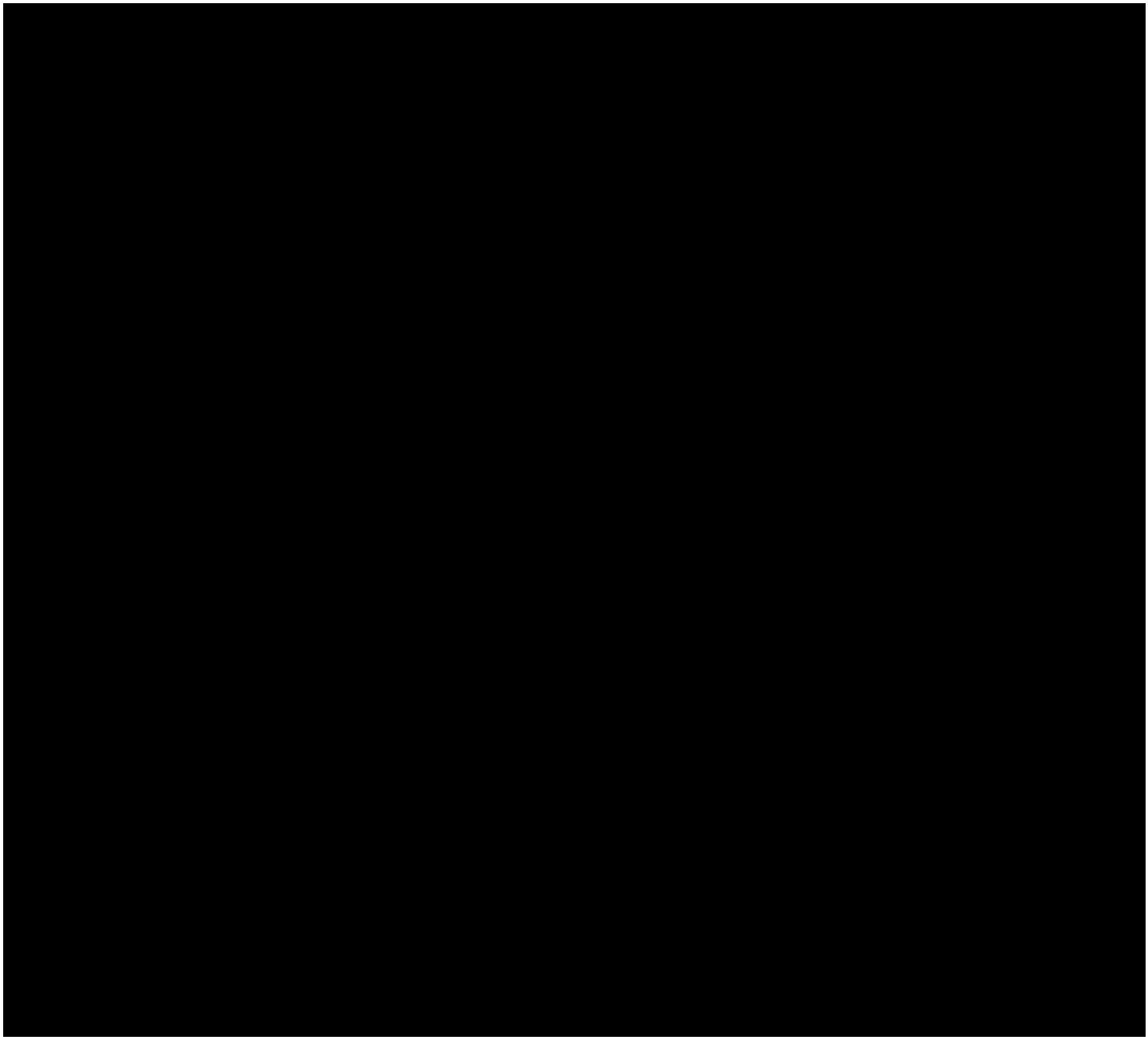
SmartInmate™ Electronic Messaging System



Smart Communications' offer includes the provision of our SmartInmate™ Electronic Messaging System service. This highly intelligent system allows IPs to stay in contact with their friends and family via a controlled electronic messaging platform like email. SmartInmate™ has many built-in investigative features; for example, SmartInmate™ can automatically monitor and send instant notifications when messages containing user-defined keywords or names are transmitted, or when IPs being shadowed under investigation send/receive messages or connect with a new public user.

SmartInmate™ also collects data on public users who communicate with inmates at your agency. Such data includes connected IPs, phone numbers, IP-addresses, email addresses, GPS locations and more. SmartInmate™ messages are fully keyword searchable with keywords highlighted in the search results.

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[redacted]

Additionally, SmartInmate™ allows approved contacts to share digital photos with IPs. Prior to delivery to an IP, staff can electronically approve or reject the photo. If "virtual" contraband (nudity, offensive gestures/behaviors, etc.) is detected during the review process, the photo is rejected and is not delivered to the IP. The sender is notified when a digital photo they attempted to share with an IP is rejected. This notification includes the reason why the photo

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was rejected/not delivered. The photo sharing/delivery function of SmartInmate™ allows only approved contacts to share digital photos with IPs. IPs are not able to take or share photos.

	Service Type	Service Rate	Commission Rate
SmartInmate™ Service Rates –	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	$0.10/message	20.0%
	Text message (up to 30,000 characters)	$0.50/message	
	Photo Attachment (inbound only)	$1.00/photo	

FREE COMMUNICATION... NO INCARCERATED PERSON LEFT BEHIND.

Studies have consistently found that incarcerated persons (IPs) who maintain close contact with their family members while incarcerated have better post-release outcomes and lower recidivism rates.

To ensure all IPs can stay connected with their family regardless of their financial situation, Smart Communications will donate two FREE SmartInmate™ Messages every week to each IP – $46,800.00 annual value.

Since 2009, Smart Communications has donated over 40 million free messages.

Completely Eliminate 100% of Drugs and Other Contraband From Entering Your Facility Through Inmate Postal Mail at NO COST

Patented MailGuard® Postal Mail Elimination System

Smart Communications' offer includes our patented MailGuard® Postal Mail Elimination System service to enhance facility safety and efficiency at ***no charge*** ($324,000.00 annual value). MailGuard® provides a complete solution to one of corrections' longest running problems and security loopholes –contraband and secret communications entering facilities in IP postal mail. MailGuard® keeps correctional staff and the IP population safer by providing a remote, virtual mailroom that processes and electronically delivers IP postal mail with zero agency staff labor or exposure risk.

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Non-privileged IP postal mail is sent directly to our MailGuard® processing center located in Seminole, FL. Upon arrival, our highly trained staff utilizes cutting-edge technology to convert the IP mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to Smart Communications' intelligent MailGuard® platform for facility staff review/approval. After review/approval the digital mail files are automatically delivered to the IPs via SmartTablet™ or SmartKiosk™ devices available at the facility.

In addition to eliminating the risk of contraband entering a facility via mail and providing a streamlined, labor-free, automated means to process IP postal mail, MailGuard® also serves as an invaluable investigative/ intelligence gathering tool. Digital mail is database searchable and allows investigative staff to gain intelligence and eliminate secret communication.

Another value-added feature of Smart Communications' MailGuard® System is our MailGuardTracker.com website. This public website allows mail senders to check the delivery status of their mail by signing up for a free account. Users are assigned a unique MailGuard® Sender ID, enabling them to log in and see if their mail has been received, approved or rejected. Users are also offered optional email or text message notifications to receive status updates and can have their rejected mail returned to them electronically.

All MailGuard® processed mail and SmartInmate™ Electronic Messaging correspondence along with photos received are made available for IPs to download for up 60 days after their release at ***no charge***.



Our offer also includes the provision of our patented MailGuardLegal® Privileged Mail System service at ***no charge*** ($324,000.00 annual value). This field-proven system eliminates delivery of illicit substances through privileged legal mail without violating IP confidentiality or privacy rights. The system includes a portable MailGuardLegal® Cart equipped with customized hardware, allowing IPs to open, scan and print their legal mail under the direct supervision of an officer.

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The Easiest to Use, Most Customizable and Detailed Electronic Form Submission Platform Provided at NO COST

SmartRequest™ Digital Request/Grievance/Medical Forms



Smart Communiations' proposal includes our SmartRequest™ Digital Request/Grievance/ Medical Form System service. As the world's first digital IP request/grievance/medical form system in corrections, SmartRequest™ is also the easiest to use, most customizable and detailed electronic form submission platform available. SmartRequest™ automates the IP form process and helps eliminate paperwork. Electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility. Requests are responded to electronically allowing IPs to get answers quickly; the system can provide automated standard responses and status updates to all involved. The workflow on the SmartRequest™ platform is custom-tailored to department policies and is easy to customize without vendor assistance. Limitations, timers, forwarding, notes, reassignment, escalating, appeals, Jail Management System (JMS) integration, automated reporting (including keyword tracking) and more are all standard features.

Inmate Self-Service Access to Current Legal Resources and Aids Provided at NO COST

SmartLaw™ Digital Law Library



Smart Communications' SmartKiosk™ and SmartTablet™ devices will be configured to provide IPs with self-service access to a digital Law Library at ***no charge*** ($20,000.00 annual value). This value-added benefit reduces staff burden by eliminating the need to escort IPs through the facility to access legal resources. The digital Law Library is kept current with real-time updates, meeting the legal needs of IPs. It provides IPs with access to Federal and State statutes and case law, a legal dictionary, a practice manual and other legal aids to assist them with research pertinent to their case. The time an IP spends accessing the Law Library is logged and retained in our system. The retention of this information creates an audit trail to provide proof of access to help reduce and counter legal disputes.

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Jail Management System (JMS), Commissary and Other Related System Interfaces Provided at NO COST

Smart Communications will interface with the County's JMS and host your commissary vendor's menu at ***no charge***. These interfaces will allow IPs to order commissary directly through the SmartEvo™ ITS, SmartKiosk™ devices and SmartTablet™ devices. We will also work with the appropriate providers to ensure all required deposit/banking services and hardware is available.

Smart Communications will also provide the County with 24/7/365 Automated Information Service (AIS) interfaces. The AIS provides both IPs and external users with general facility and IP information over the phone automatically, alleviating staff burden.

IPs access the AIS by entering a speed dial number on any designated IP phone. Once connected, IPs can access information regarding charges, court dates, visitation eligibility, bond amount, etc.

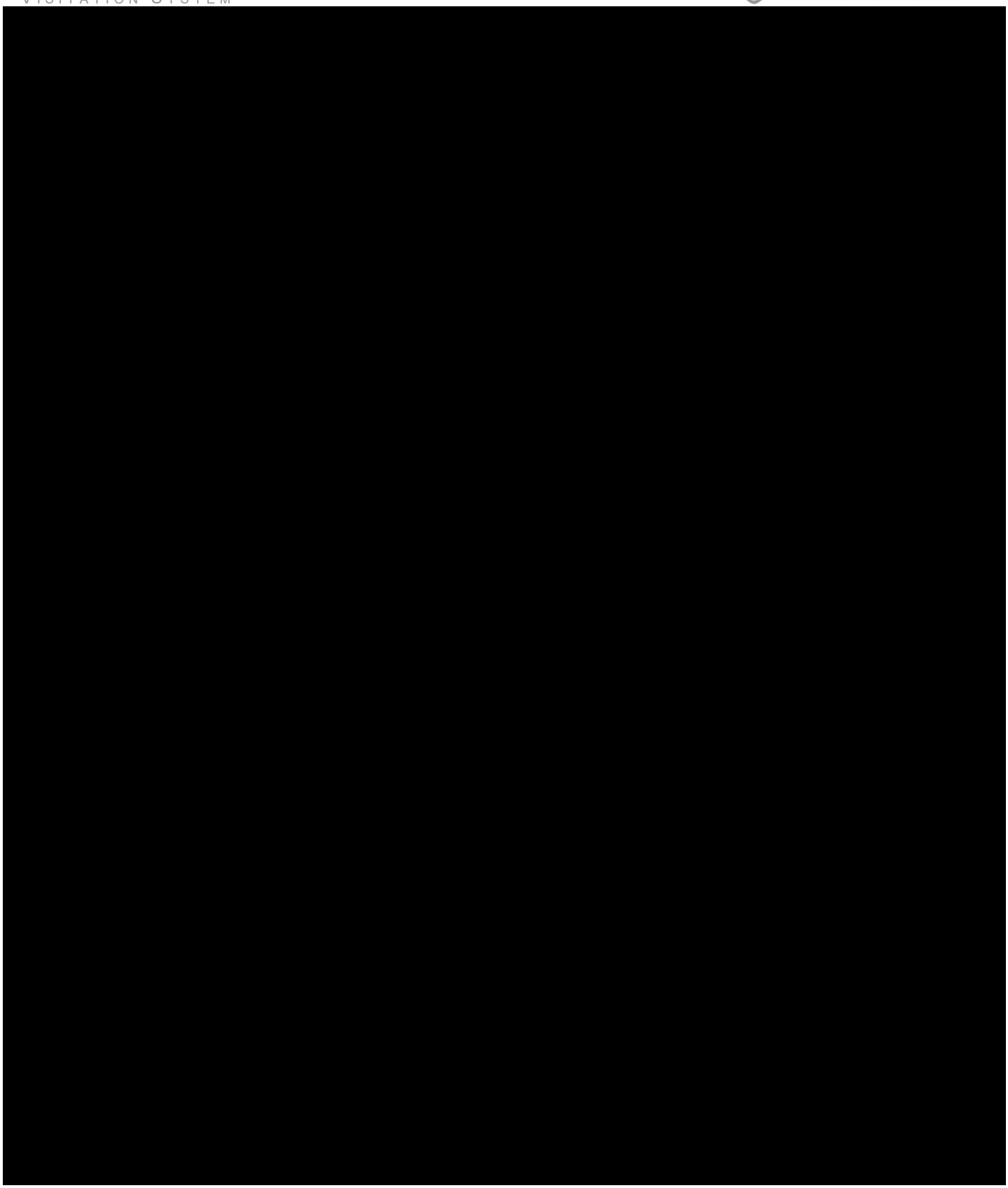
External users access the AIS by dialing the facility's main telephone number. Once connected, external users can access information such as facility address and directions, visitation policies, IP charges, IP court dates, IP visitation eligibility, IP bond amount, etc. The AIS also provides external users with the option to set up and fund a personal prepaid account or deposit funds into an IP's PIN debit account.

Time Tested, Correctional Grade Hardware Provided at NO COST

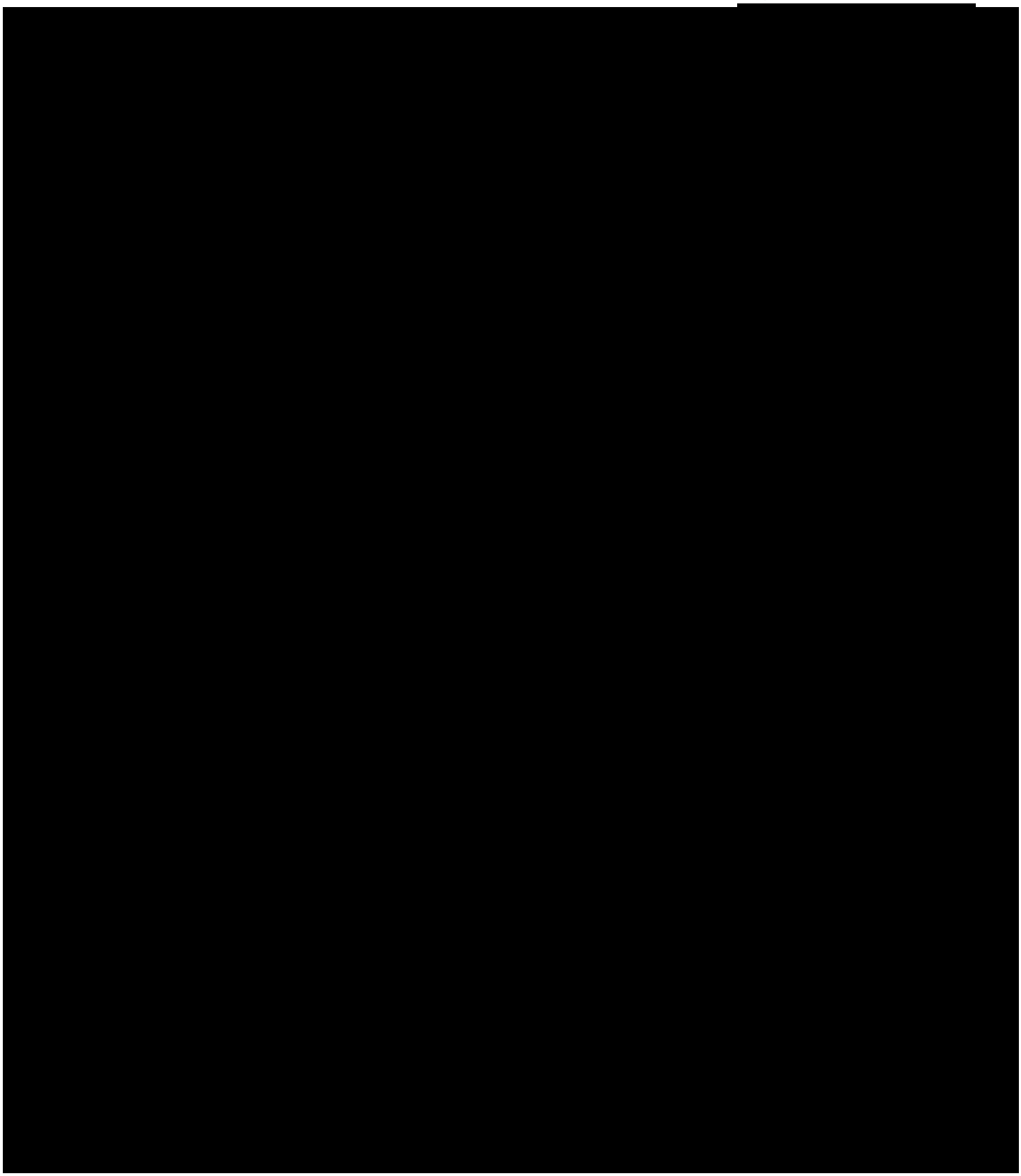
SmartTablet™ and SmartKiosk™ Devices



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Inmate Education and Rehabilitative Programming Provided at NO COST

SmartEd™ and SmartReentry™



SmartEd™ and SmartReentry™ tablet-based IP education platforms will be provided at ***no cost*** to IPs or the County. SmartEd™ is composed of 20,000 instructional videos and 7,000 practices exercises relating to core educational subjects. SmartReentry™ includes Beyond, Prison, Probation and Parole (BPPP). BPPP is a 10-part interactive reentry video series that helps change the way incarcerated individuals view their path to rehabilitation. The series features inspiring stories told by successful formerly-incarcerated men and women who have overcome the challenges, obstacles and fears associated with transitioning from prison back to society, family and community. This video series empowers instructors and support groups to help participants make the most out of the powerful, inspiring and motivational messages/strategies in each BPPP video.

Smart Communications' SmartEd™ is a highly customizable and expandable platform that can be configured to support more advanced educational, reentry, life skills, self-improvement and recovery courses such as: iPathways, North American Learning Institute (NALI) and the Breaking Free Group. Each of our advanced educational resources require significant amount of bandwidth, network resources, licensing fees and in some cases facility staff resources to deliver and maintain and therefore are typically provided separately.

Smart Communications looks forward to discussing which of these advanced programs can be provided at ***no cost*** to best complement and/or enhance the County's current educational and rehabilitative program offerings as well as ensure resources are deployed in the most effective and efficient manner possible.

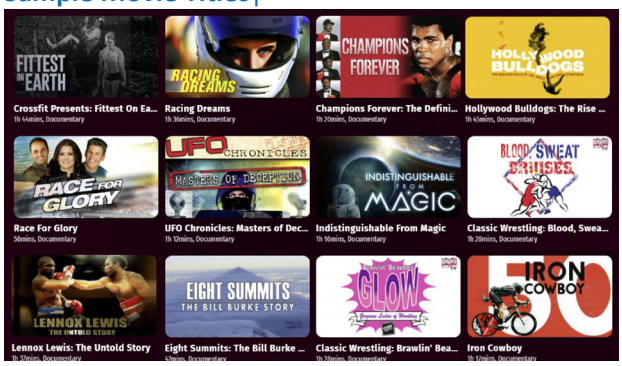
Free eBooks and Low Cost Streaming Movies, TV Series, Games and More

SmartEntertainment™ Streaming Media Platform

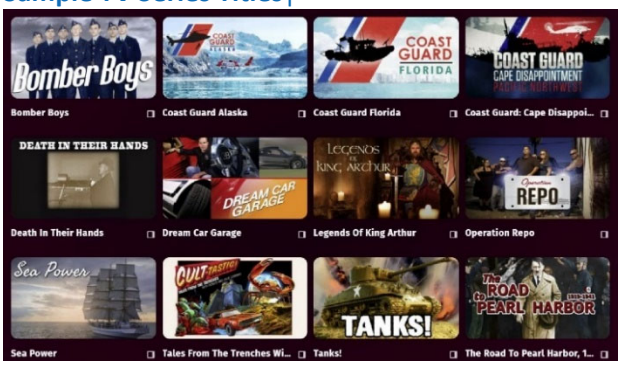
Our SmartEntertainment™ platform, available on SmartTablet™ devices, helps keep IPs occupied while providing the County with the ability to earn additional commissions. SmartEntertainment™ offers a wide variety of streaming media choices, including movies, tv series, select radio stations, audio books and video games. Carrying G or PG-13 ratings only, all content accessible on the SmartEntertainment™ platform is "correctional-friendly." The SmartEcosystem™ Dashboard gives authorized facility staff full control over all content available to IPs.

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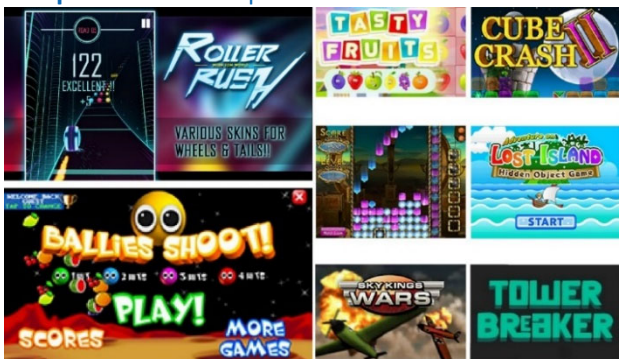
Sample Movie Titles|



Sample TV Series Titles|



Sample Game Titles|



Book Titles|

PROJECT GUTENBERG

Free access to over 1,000 popular classical eBook titles from the Project Gutenberg Library, including such titles as "*Pride and Prejudice*," "*The Adventures of Sherlock Holmes*," "*War and Peace*," "*The Call of the Wild*," and more.

SmartEntertainment™ content is immediately streamed on demand to an IP's tablet – there is no centralized kiosk needed to transfer content. Premium SmartEntertainment™ content is available at an affordable flat per minute rate so IPs don't have to pay a hefty daily, weekly or monthly subscription fee to access content.

SmartEntertainment™ Service and Commission Rates	Media Description	Rate/Minute	Commission Rate
	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	$0.03	50.0%

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Deposit and Release Payment Services



Smart Communications will also install one lobby and two intake deposit kiosks.

Smart Communications' deposit kiosk are designed to securely collect money from new IPs with minimal officer involvement. The booking kiosks provided will accept credit card, debit card and cash deposits (including coins). The booking kiosks will be interfaced with the appropriate IP Trust Fund accounting system to allow deposited funds to be available immediately for IP commissary purchases. After a deposit has been made, the booking kiosk documents the transaction by taking a picture of the IP and issues two printed receipt copies (one for the IP and the other for the facility).

Smart Communications expanded our service offering to include IP deposit, release card and other banking services through a strategic partnership formed with Rapid Financial Solutions, LLC (RapidFin). RapidFin has 13 years of experience in the correctional market with service deployments at multiple State Department of Corrections facilities, including: Nevada, Alabama, Virginia, Utah, Idaho, Iowa and West Virginia. With total service implementations at over 1,000 correctional institutions nationwide, RapidFin processes over 8,000,000 transactions per month.



Through this partnership, Smart Communications can provide the MCSO with MasterCard® branded PIN-based debit cards for the transferring of remaining account balances to IPs upon release or issue them a check. Our ReleasePay™ IP Debit Release Cards program allows the CCNO to add funds to the debit card after an IP has been released from the facility without requiring the physical card to reload. IPs would have the ability to withdraw funds at:

- Point of sale locations
- Cash back options
- Mastercard® principal banks
- ATMs worldwide

Furthermore, our ReleasePay™ program allows IPs to deposit funds into a bank or PayPal® account.

Our ReleasePay™ IP Debit Release Cards utilize a unique card jacket which provides security by shielding the card number and provides all instructions for an IP to successfully gain access to their money in a manner that best suits their lifestyle.

Immediate Data Access with Unbreached Network Security and Infrastructure

All network infrastructure and connections, hardware and software required to deliver our proposed technologies and services will be furnished, installed and maintained by Smart Communications at ***no charge***. These items include, but are not limited to:

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- Secure, independent network infrastructure and hardware with redundant broadband Internet service and uninterruptible power supplies
- IP telephone hardware (wall-mounted, portable/rolling, etc.)
- 24/7/365 U.S.-based customer and technical support
- Two Administration PC Workstationst
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging and SmartKiosk™ devices
- Intake and Lobby Deposit Kiosks
- Full-time On-site Certified Technician (OCT)
- Initial on-site training. *NOTE: Additional on-site or remote training will be provided at the County's request throughout contract at no charge.*

A Whole New Universe of Control, Communication, Intelligence and Possibilities

SmartWatch™ Offender Wearable



By partnering with Smart Communications, the MCSO will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:

- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms

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Monterey County Sheriff's Office and Probation Department

Response to RFP #10881
Telephone Services, Tablet Program, Video Visitation System

Communication and Connection - The SmartWatch™ provides total communication and connection to the facility and the outside world, leveraging advanced technology to support offender phone calls, video visitation, telehealth visits, privileged visits, text messaging, email, MailGuard® mail scanning, digital request forms, optional music, movies, media and more.



Tracking and Monitoring Offenders - In addition to connection and communication, the SmartWatch™ provides the most advanced live offender tracking technology in the industry. Far superior to decades of old RFID tracking capabilities. The SmartWatch™ can trace live and historical, exact offender location within inches, track history of movement, see live mapping in real time of all offenders in motion or segregate monitoring to specific offenders. Create patterns, alerts of motion and gathering activities, and more.

Health and Wellness - The SmartWatch™ is an intelligent device that monitors every offender in real time with vital health and wellness data and reporting. Offender body temperature, oxygen level and heart rate are monitored and reported in real time, with a customizable monitoring dashboard to create reports, alerts, emergency alarms, wellness histories and more, allowing agency operators and medical staff to have their finger on the pulse of each offender's physical health in real time, keeping the agency ahead of tragedies before they happen.

Intelligence and Control - The SmartWatch™ opens a new universe of never before possibilities of live and historical intelligence and control of the entire offender environment. With baked-in intelligence controls fully integrated into the SmartEcosystem™ Dashboard, the SmartWatch™ allows administrators and investigators the ability to monitor phone calls, visits, text, emails, as well as shadow offenders in live time with voice biometrics, key word tracking, covert monitoring voice and video capabilities – all at the fingertips of administrators. SmartWatch™ empowers agency intelligence within the offender environment at levels never possible before.

SmartWatch™ is the future and Smart Communications welcomes you to the possibilities.





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8.2.4 Proposal Offer

8.2.4.1 Telephone System and Associated Services: Revenue Share in Cents per Minute

8.2.4.2 Tablet Program and Tablets: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

8.2.4.3 Video Visitation: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

RESPONSE: SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging and SmartEntertainment™ service and commission rates are provided in the tables below. Please refer to ***Offer (Attachment A)*** for complete offer details.

SmartEvo™ ITS Call and Commission Rates	
Call Rate/Minute	**Commission Rate**
$0.05	$0.01/minute
***NOTE**: ITS rates apply to all call tariff (Local, IntraLATA/Intrastate, InterLATA/InterState, InterState and International) and payment types (Collect, Direct-Billed, Prepaid Collect and IP PIN Debit). ITS rates and commissionable revenue do not include local, state or federal taxes, or any amount Smart Communications collects for payments required by statutory or regulatory programs mandated by governmental agencies, such as the Federal Universal Service Fund or $0.02/minute cost recovery fee. SmartEvo™ ITS Voicemail Exchange (VMX™) service is available. This service allows public users to leave up to a 60-second voicemail for a charge of $1.00/voicemail message. The County will receive 100.0% commission on total gross VMX™ revenue.*	

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	$0.10	50.0%
	Remote (Video on Demand)	$0.10	

	Service Type	Service Rate	Commission Rate
SmartInmate™ Service and Commission Rates	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	$0.10/message	20.0%
	Text message (up to 30,000 characters)	$0.50/message	

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	Photo Attachment (inbound only)	$1.00/photo	

	Media Description	Rate/Minute	Commission Rate
SmartEntertainment™ Service and Commission Rates	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	$0.03	50.0%

WARRANTY:

CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

RESPONSE: Confirmed. All proposed inmate communications hardware, software and related equipment comes with a full warranty for the life of the contract; Smart Communications will repair or replace any damaged or faulty hardware at ***no cost*** to the County.

Section 7 – EXCEPTIONS AND OTHER RESPONSES TO CLAUSES

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

RESPONSE: Smart Communications has read, understands and agrees to comply with all applicable terms and conditions set forth in the County's sample agreement per the link provided in the solicitation (https://www.co.monterey.ca.us/home/showdocument?id=81980) without exception.

16.0 AGREEMENT TO TERMS AND CONDITIONS - Contractor's Proposed Agreement

RESPONSE: Samples of Smart Communications' standard contract terms and conditions are provided below for the County's reference and consideration.

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Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between INSERT CLIENT NAME AND STATE, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. **Systems**. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.
2. **Use of Systems and Exclusivity**. In exchange for Provider installing, providing, and supporting its System and inmate communication services throughout Customer's Facility at no cost to Customer, Customer acknowledges, agrees, and grants to Provider the exclusive right to provide such services in Customer's Facility. Provider shall have the exclusive right to install, maintain, and derive revenue from and through Provider's inmate communication services and Systems including, without limitation, the related hardware and software, located in the Customer Facility as identified on the Schedules. Customer agrees that it will not resell, grant, or provide access to Provider's services or System, directly or indirectly, to any third party unless agreed to by Provider in a separate written agreement. During and subject to the terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing or future inmate communication services available on or provided by a tablet or kiosk system, including but not limited to video and data services (e.g., electronic video visitation, electronic messaging and email, texting, photo delivery, and electronic entertainment) and inmate software applications (e.g., electronic delivery of routine postal mail, electronic medical or general requests, electronic grievances, electronic law library, and electronic education).
3. **Hardware and Software License**. For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider's sole discretion.

   Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.
4. **Ownership**. Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.
5. **License Restrictions**. The Software is to be used solely in connection with Provider's Services by Customer and inmates housed at Customer's Facility in connection with Provider's services and Systems.

SAMPLE - DRAFT

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The Hardware is to be used solely by inmates housed at Customer's Facility to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:

a. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
b. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
c. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
d. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
e. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
f. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
g. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
h. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;

6. **Title**. Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.
7. **Term**. This Agreement shall commence on the effective date and shall continue for a period of INSERT INITIAL CONTRACT TERM LENGTH years from the date of system going live. After the original INSERT INITIAL CONTRACT TERM LENGTH year term, this Agreement shall automatically renew annually for a one (1) year term unless either Party notifies the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term.
8. **Limitation of Liability**. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, neither Party shall have any liability for indirect, incidental, consequential, exemplary or special damages of any kind, including damages arising from lost profits, lost saving, lost income, loss of use or other benefit, lost or corrupted data or software, even if the Parties have been advised of the possibility of such damages and regardless of whether caused or contributed to by the negligence of Provider or others and not withstanding anything to the contrary in this Agreement, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.
9. **Confidential Information and Non-Disclosure**. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services

SAMPLE DRAFT

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and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term "Confidential Information" does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

10. **Default and Termination**. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default and clearly notifying the defaulting party that the written notice is being provided pursuant to this provision. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.
11. **Insurance**. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than $1,000,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this contact. Provider shall provide Worker's Compensation Insurance, on behalf of all employees who are to

SAMPLE - DRAFT

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provide a service under this contract, as required by Florida (LAS), Chapter 440, and Employers Liability with limits of not less than $100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services we provide to you.

12. **Employees**. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

13. **Warranty Against Contingent Fees**. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.
14. **Subcontracts**. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.
15. **Provider** Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.
16. **Provider Cooperation**. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with Customer, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.
17. **Public Information**. Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.
18. **Access to Management Information**. Customer shall have access to certain information maintained by Provider which is needed to ensure compliance with the contract terms and conditions.
19. **Permits and Licenses**. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

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20. **Third-party Rights**. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.
21. **Public Entity Crime**. Provider confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
22. **Waiver of Breach**. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
23. **Compliance with Laws**. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.
24. **Governing Law**. The parties mutually consent to the jurisdiction of and agree that any litigation arising hereunder shall be brought and completed in Pinellas County, Florida and governed by the laws of the state of Florida.
25. **Attorney Fees**. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.
26. **Completeness of Agreement**. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.
27. **Force Majeure**. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.
28. **Assignment**. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.
29. **Severability**. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
30. **Matters to be Disregarded**. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
31. **Notices**. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.
32. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature

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page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

33. **Authority**. Customer represents and warrants that it has the authority to enter into this Agreement with Provider, and that the party signing on its behalf likewise has authority to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: INSERT CLIENT NAME AND STATE

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:

Provider: Smart Communications Holding, Inc.

By: _____

Name: Jon Logan

Title: Chief Executive Officer (CEO)

Date: _____

Email: jon.logan@smartcommunications.us

Notice of Address:

10491 72nd St.
Seminole, FL 33777

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Schedule of Services Agreement

This Schedule is between INSERT CLIENT NAME AND STATE, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility Name and address is: INSERT CLIENT NAME
INSERT CLIENT ADDRESS
INSERT CLIENT STATE, CITY AND ZIP CODE

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

SmartKiosk™ and Secure Network

1. The SmartKiosk™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.
2. Provider will furnish the proprietary SmartKiosk™ on a sufficient ratio based on the Average Daily Population ("ADP"). Customer shall determine which inmates have access to the SmartKiosk™.
3. The SmartKiosk™ is a custom, ruggedized and correctional grade Kiosk of our custom specifications that will connect to our secure network.
4. The SmartKiosk™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.
5. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.
6. We will provide INSERT QUANITY of SmartKiosk™ devices to the facility.
7. Each SmartKiosk™ is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Kiosk.

SmartTablet™ and Secure Network

8. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.
9. Provider will furnish the proprietary SmartTablet™ on a INSERT RATIO inmate to tablet ratio based on the Average Daily Population ("ADP"). Sufficient reserve tablets shall also be provided. Customer shall determine which inmates have access to the SmartTablet™ devices.
10. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of our custom specifications that will connect to our secure network.
11. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.
12. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

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Distribution and Refurbishment Plan (SmartTablet™ Devices)

13. We will provide a tablet charging station and "home base" within each housing unit within the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.
14. Each tablet is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use a tablet. Individual tablets are not assigned to specific inmates. Any inmate in a given housing unit may use any tablet that is assigned to that housing unit. If a tablet that an inmate is using stops working, they can return it to a deputy for maintenance, and then take a different tablet and sign on and gain full access to their account and content. Provider will provide to the Customer a sufficient number of extra SmartTablet™ devices so that the available number of SmartTablet™ devices will always meet the approved ratio. In the event a tablet stops working, no longer holds a charge, is damaged, or is otherwise in need of service, facility staff can replace the malfunctioning tablet with a new working SmartTablet™. We will provide pickup and delivery of malfunctioning and replacement SmartTablet™ devices at no charge to the Sheriff's Office.

Damage (SmartTablet™ Devices)

15. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form. We will seek restitution from the inmate with the assistance of your agency. During the term of the contract, should the number of intentionally damaged tablets exceed 10% of the original provided tablet inventory for a given twelve (12) month period, the facility will be responsible for the cost of the new replacement tablets.

Inmate Telephone System

16. Customer grants to Provider the exclusive right to install and maintain Inmate Telephone Services within and throughout Facility, including for any future expansion of telephone service to buildings or locations under control of Facility, during the term of this Agreement.
17. Provider shall establish rates for telephone services as set forth below.

INMATE TELEPHONE SYSTEM PER MINUTE CALL RATES			
Call Type	**Collect**	**Prepaid Collect**	**Prepaid Debit**
Local	TBD	TBD	TBD
IntraState	TBD	TBD	TBD
InterState	TBD	TBD	TBD
International	N/A	TBD	TBD

DEPOSIT FEES	
Deposit Fee Type	**Amount Per Deposit**
Live Operator	$5.95
Secure, Online Website	$3.00
Interactive Voice Response	$3.00
Lobby Kiosk (if applicable)	$3.00
Money Order	$0.00
Certified Check	$0.00

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Western Union*	$0.00
**User is accessed fee by Western Union for the use of their service.*	

18. This Agreement includes all other premises, whether now existing (e.g., if a different vendor has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Customer within Provider's service areas. Customer will advise Provider in writing, of newly opened, acquired, or available premises, promptly, and Provider can evaluate installation of its telephone services at these premises.
19. In consideration of the compensation paid to Customer under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Provider expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

Smart Communications' Responsibilities (Inmate Telephone System)

20. 20. Provider's telephone services and system are provided by way of Provider's Smart-EVO™ ITS terminals, which will be installed in quantities and at locations that are mutually agreed upon by both parties.
21. Provider shall service and maintain its telephone system and Smart-EVO™ ITS terminals at Provider's expense, except as otherwise agreed upon herein.
22. Provider shall comply with the Americans with Disabilities Act (ADA) for all equipment it provides.
23. Provider shall provide the Customer an annual review of revenue performance, facility service needs, and expansion requirements and will discuss with the Customer the appropriate action to be taken by Provider at the Customer's request.
24. Provider agrees to pay Customer a commission of INSERT ITS COMMISSION PERCENTAGE RATE of gross revenues collected from inmate phone system used. Said commission is based upon Customer's grant to Provider exclusivity for the services described herein, including secure two-way messaging, video visitation, and entertainment; jail administrative services, including customized information routing of grievances, medical request forms, etc.; commissary menu and electronic ordering as well as all maintenance to system, including price changes, product drop and add, etc.; and all administrative tools.

Customer's Responsibilities (Inmate Phone System)

25. Customer agrees to provide adequate space for installation of Provider's Smart-EVO™ ITS terminals, and easy accessibility for inmate use during the normal operating hours. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of the ITS terminals, and shall be responsible for any fees for use of required riser cable and electric power.
26. Customer agrees to maintain the area around the ITS terminals and ensure safe and ready access by inmates.
27. Customer agrees to allow Provider access to perform maintenance during the established hours of accessibility as jointly agreed by the parties, except when access must be denied to ensure the safety of Provider service personnel and/or to maintain institutional control.
28. Customer agrees to allow Provider, with prior written approval of Customer, access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Provider, unless otherwise negotiated with Customer.
29. Customer agrees that any relocation, expansion, addition, or removal of ITS hardware, equipment, or terminals, which would result in extraordinary expenses must be agreed to by Provider in advance of the cost being incurred or alternately, the cost be paid by Customer.

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30. Customer agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the ITS terminals and equipment from any source.
31. Customer agrees to, at its option, purchase and provide enclosures at its own expense for Telephones. In the event Customer elects to provide its own enclosures, Customer shall be responsible for installation and maintenance of said enclosures.
32. Customer represents and warrants that Provider's ITS system will be installed on property owned by the Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the Facility's owner or owner's agent.

SmartInmate™ Electronic Messaging

33. Provider will provide a fully functional electronic messaging system for the inmates of the Customer's Facility (SmartInmate™). Provider is responsible for providing and installing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from electronic messaging and photo delivery.
34. Provider will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.
35. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.
36. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facility. These costs do not include the costs of the actual electrical power.
37. Provider will provide each inmate at Customer's Facility with credits for INSERT QUANTITY messages per week at no charge, to satisfy the needs of indigent inmates.
38. Customer shall have the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.
39. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.
40. Electronic Messaging. Each email message is billed at INSERT RATE, which corresponds to INSERT QUANTITY credits.
41. Photo Delivery Service. Each approved photo is billed at INSERT RATE, which corresponds to INSERT QUANTITY credits.

Customer's Responsibilities (SmartInmate™ Electronic Messaging)

42. Customer will provide access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for Provider to install, network, and maintain the electronic messaging system. Emergency access to the system will be granted as needed Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice by Provider.
43. Customer will include information regarding the SmartInmate™ messaging system in Facility's Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.
44. Customer will provide information regarding the SmartInmate™ messaging system in at least one location next to the inmate mailing address on Customer's website, with a link to the SmartInmate.com website.

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45. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.
46. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks and tablets appropriate to their housing assignment.
47. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of the electronic messaging system, as a whole.

Patented MailGuard® Postal Mail Elimination System

48. Provider is the exclusive licensee of MailGuard®, the patented postal mail elimination system covered by at least U.S. Patent No. 10,0291,617 and multiple pending patent applications.
49. Provider shall provide its patented MailGuard® Postal Mail Elimination system at no cost to Customer. Provider's MailGuard® service converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartTablet™ and/or SmartKiosk™ devices within the Customer's Facility.
50. Provider shall provide all the equipment and support services to operate the MailGuard® system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartTablet™ and/or SmartKiosk™ at no cost to Customer.
51. For purposes of this agreement, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to Customer's Facility for delivery.
52. MailGuard® will only integrate with and transmit incoming routine mail to the SmartTablet™ and/or SmartKiosk™ devices.
53. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard® system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.
54. MailGuard® shall become the Inmates' designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer's mail policy which shall promote the intent of this Agreement.
55. Customer will instruct and publish on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system.
56. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.
57. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.
58. Provider will shred all processed mail after 30 days unless the Customer requests in writing to Provider that all of a particular inmate's mail must be stored.
59. The MailGuard® public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer's Facility.
60. Provider will maintain electronic records for a period of seven (7) years from the date of the inmate's release from the Customer's Facility. During the term of this Agreement and upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to Customer's Facility.

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61. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.

Customer's Responsibilities (MailGuard®)

62. Customer shall be responsible for informing inmates and inmates' friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.
63. Customer will provide information regarding Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer's website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.
64. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.
65. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will be responsible for the delivery of said mail to MailGuard® for processing.
66. Upon completion of installation and appropriate system testing, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.
67. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments.
68. Customer will give prompt notice, in writing, to MailGuard® of any trouble or irregularity in the functioning of the MailGuard® system.

Patented MailGuardLegal® System

69. Provider will provide, install, and maintain its patented MailGuardLegal® Mail system, which will include a sufficient number of MailGuardLegal® Mail Scanning Carts to handle the volume of legally privileged mail or other mail deemed to be legal mail (the "Legal Mail") to be processed by the Facility.
70. Customer acknowledges and agrees that Legal Mail must be opened in the presence of the inmate. The Legal Mail may be scanned for electronic delivery via Provider's kiosks or tablets, or printed to hard copy for physical delivery to the inmate, in accordance with Provider's patented MailGuardLegal® system.
71. Provider will install and maintain its proprietary software and the additional infrastructure necessary to operate its patented MailGuardLegal® system, at no cost to Customer.
72. The legal mail may be scanned in the presence of the inmate for electronic delivery to the inmate, in accordance with Provider's patented MailGuardLegal® system, or printed to hard copy for physical delivery to the inmate.
73. Customer specifically understands and agrees that the MailGuardLegal® system does not allow for any electronic copies of legal mail to be monitored, reviewed, or investigated.
74. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while using or supervising the inmates' use of Provider's patented MailGuardLegal® Mail system.

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Video Visitation

75. Provider will provide at no cost to Customer a fully functional remote video visitation system for the inmates of Customer's Facility. Provider is responsible for providing all of the kiosks or tablets, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from remote video visitation system.
76. Provider will provide at no cost to Customer the labor for the installation of the video visitation system.
77. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system.
78. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at Customer's Facility. These costs do not include the costs of the actual electrical power.
79. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.
80. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website.
81. Remote video visitation will be billed at INSERT RATE per minute, subject to change by mutual agreement of the parties.
82. Remote video visitation will be made available to inmates 7 days a week, in keeping with the same hours and time availability of the inmate phone system.

Grievances, General and Medical Requests

83. We shall provide at no cost to the Customer and Inmate electronic general and medical requests as well as well as electronic grievance forms via the SmartTablet™ and/or SmartKiosk™ devices.
84. Our System presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.

Law Library

85. Provider shall provide access via the SmartTablet™ and/or SmartKiosk™ devices to a law library at no cost. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

Electronic Entertainment and Education

86. Provider shall provide access to electronic entertainment via the SmartTablet™ at a rate of INSERT RATE per minute, which corresponds to INSERT QUANTITY credit per minute.
87. Provider will provide access to an extensive education platform where a variety of educational material can be made available.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: INSERT CLIENT NAME AND STATE

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:

Provider: Smart Communications Holding, Inc.

By: _____

Name: Jon Logan

Title: Chief Executive Officer (CEO)

Date: _____

Email: jon.logan@smartcommunications.us

Notice of Address:

10491 72nd St.
Seminole, FL 33777

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19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: __X__ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

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Section 8 – APPENDIX

CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

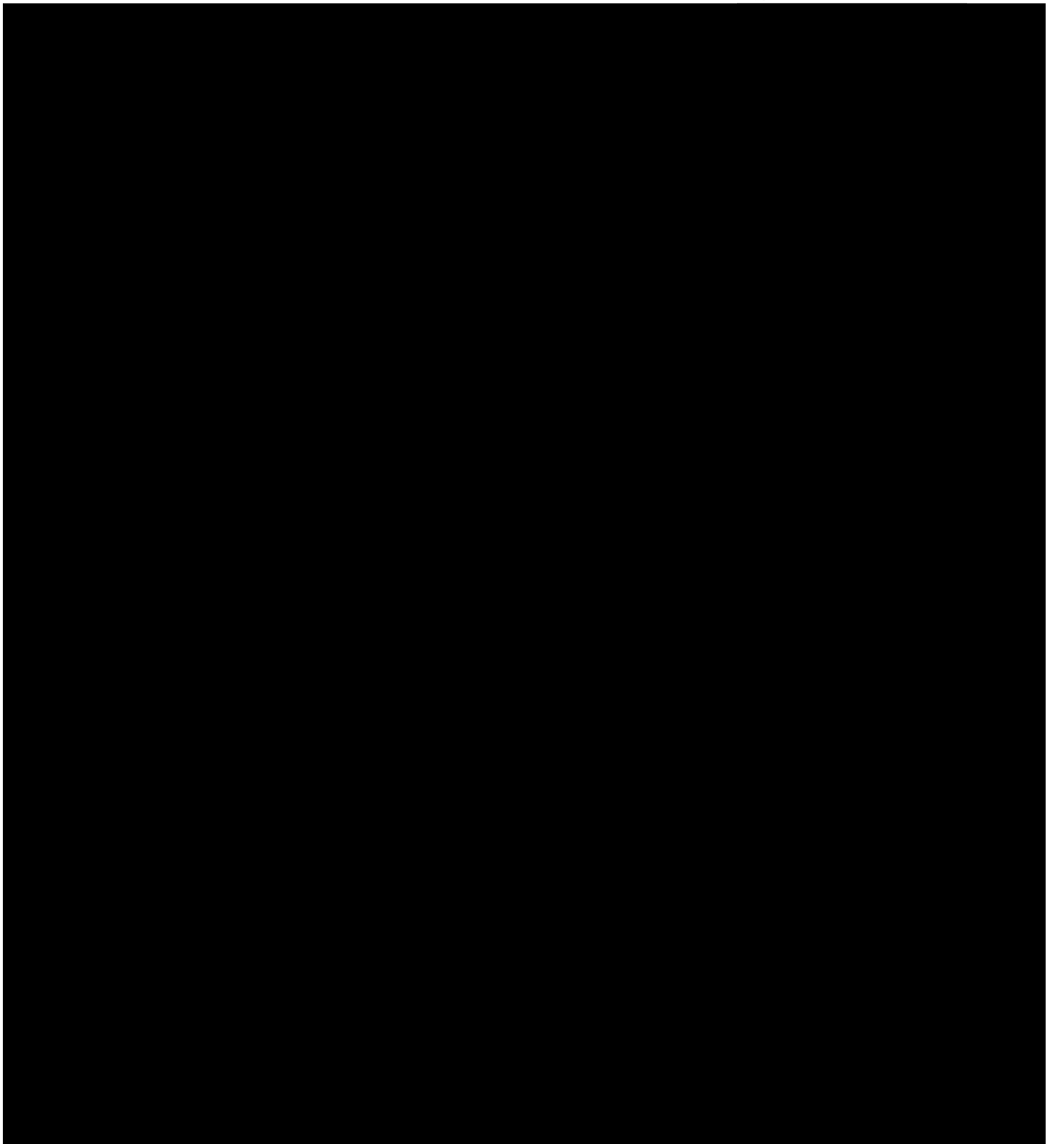
Exhibit A: Confidential Client Partner List and Testimonials

***IMPORTANT NOTE**: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify us immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

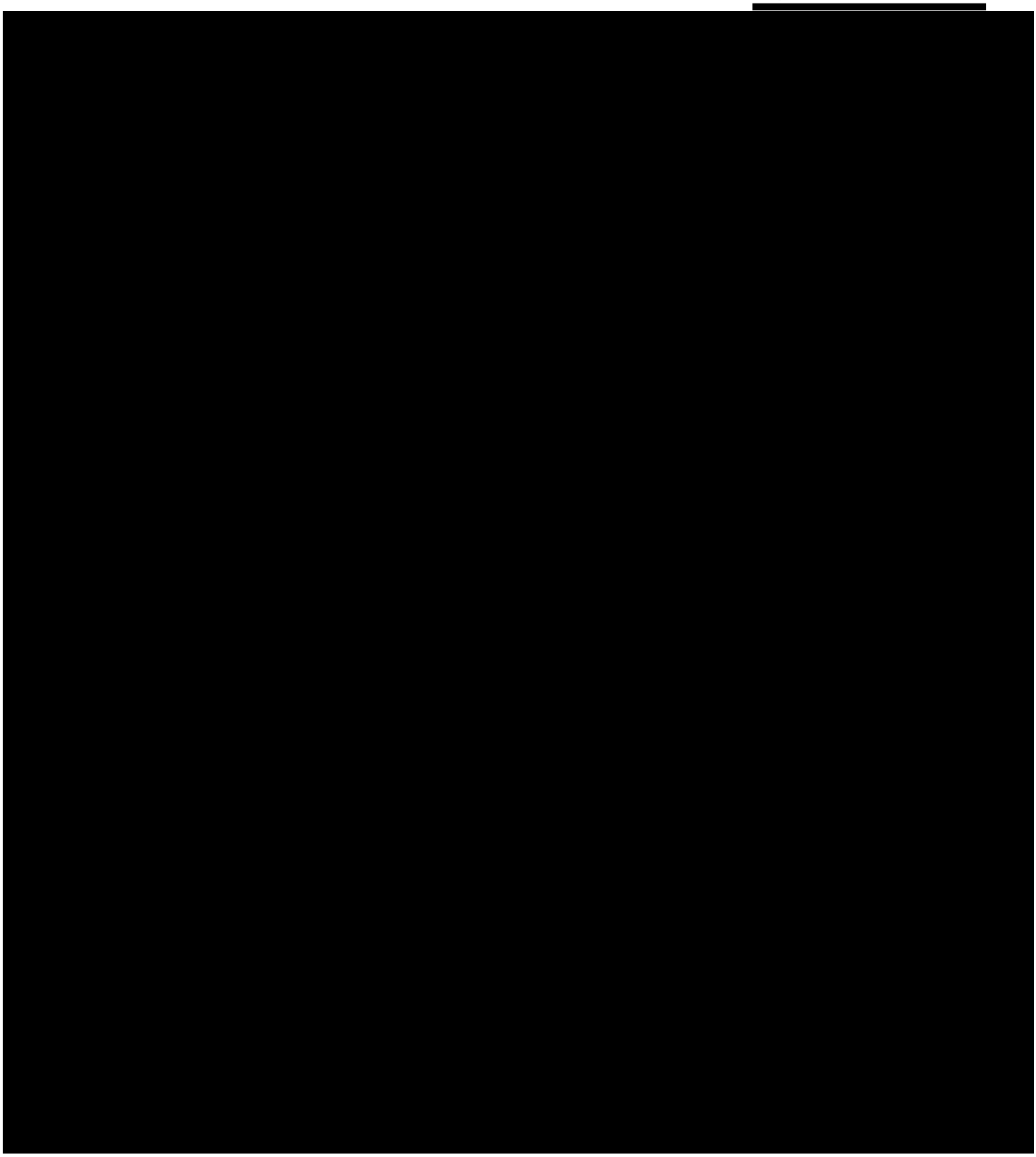
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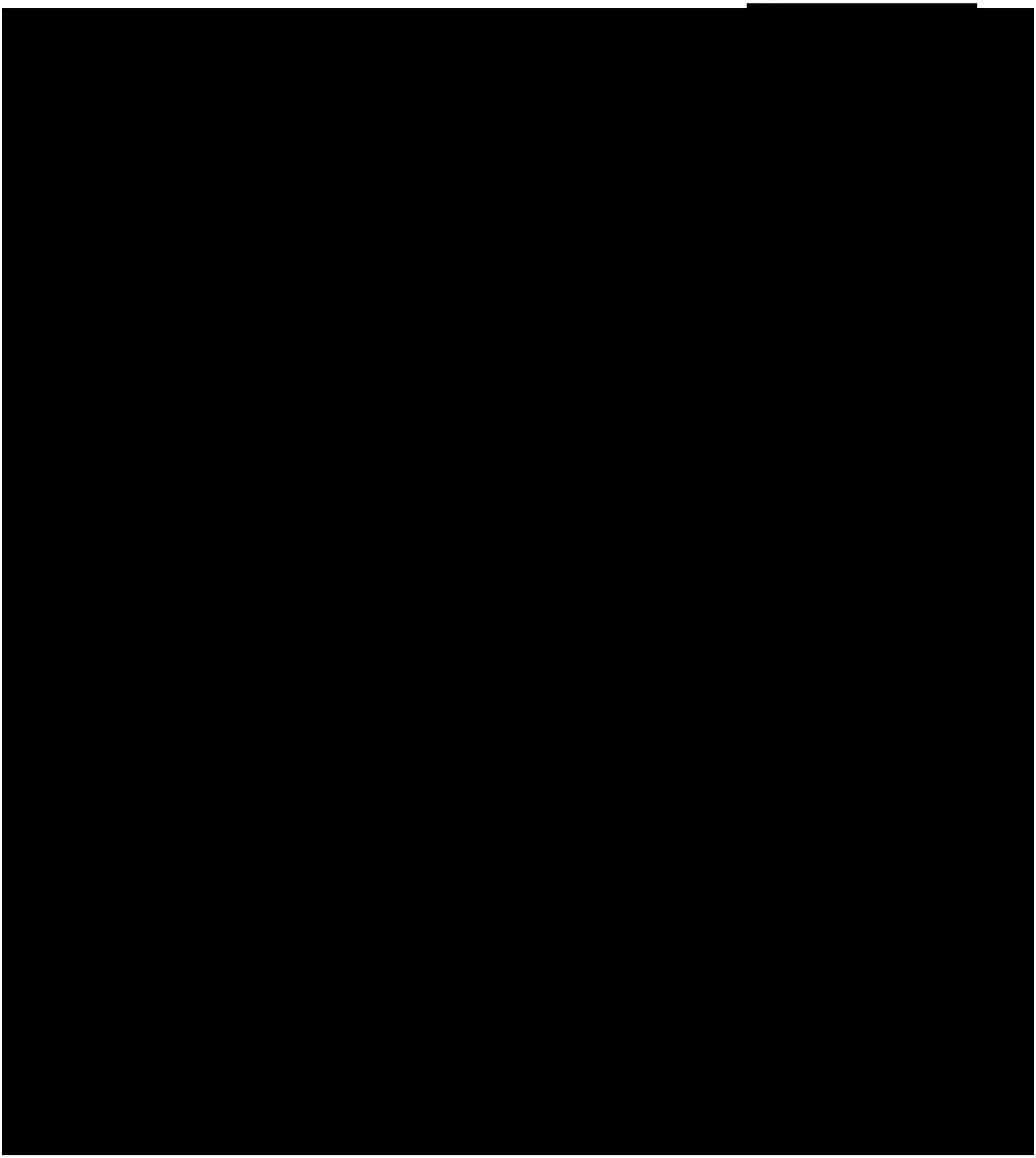
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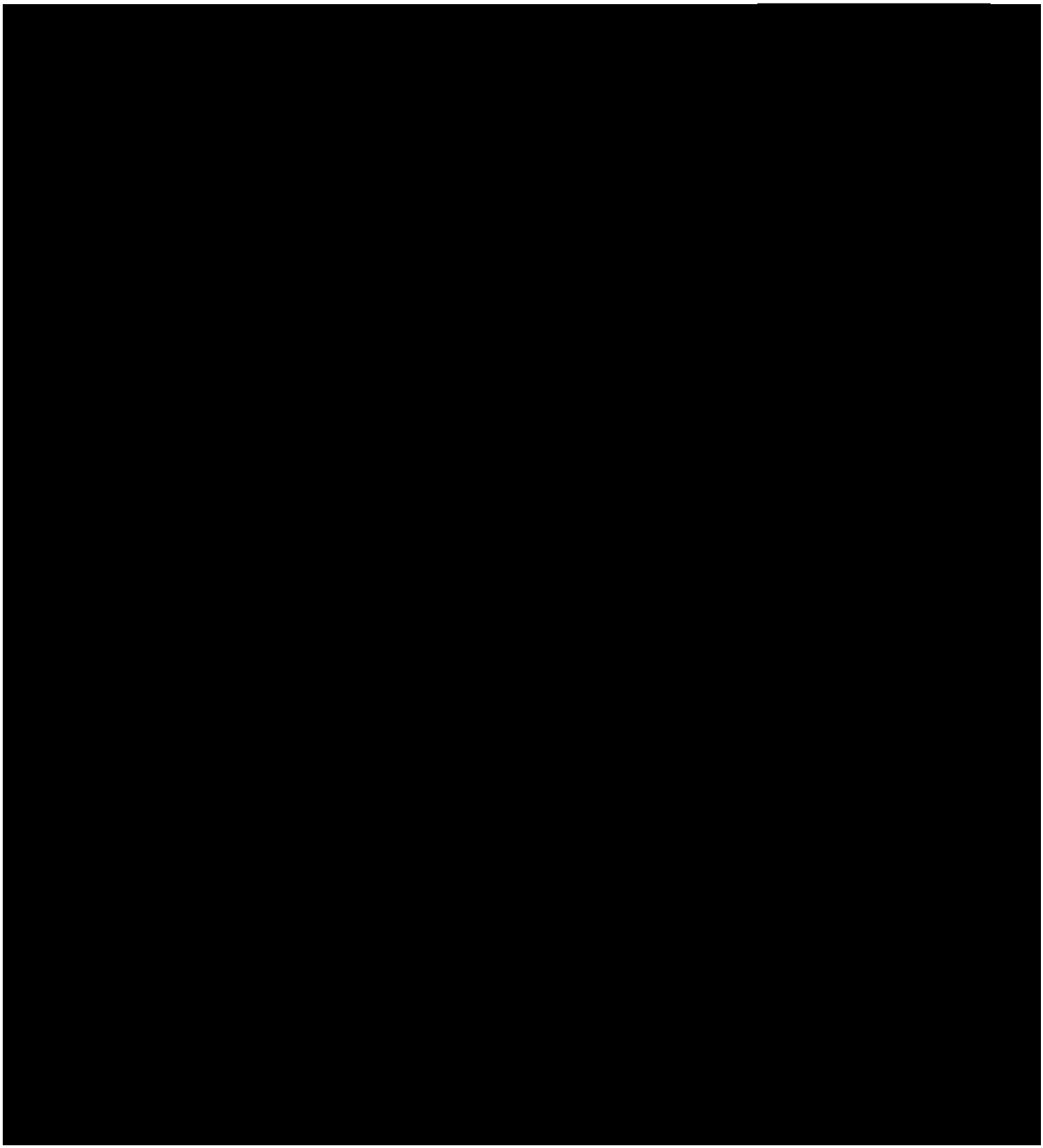
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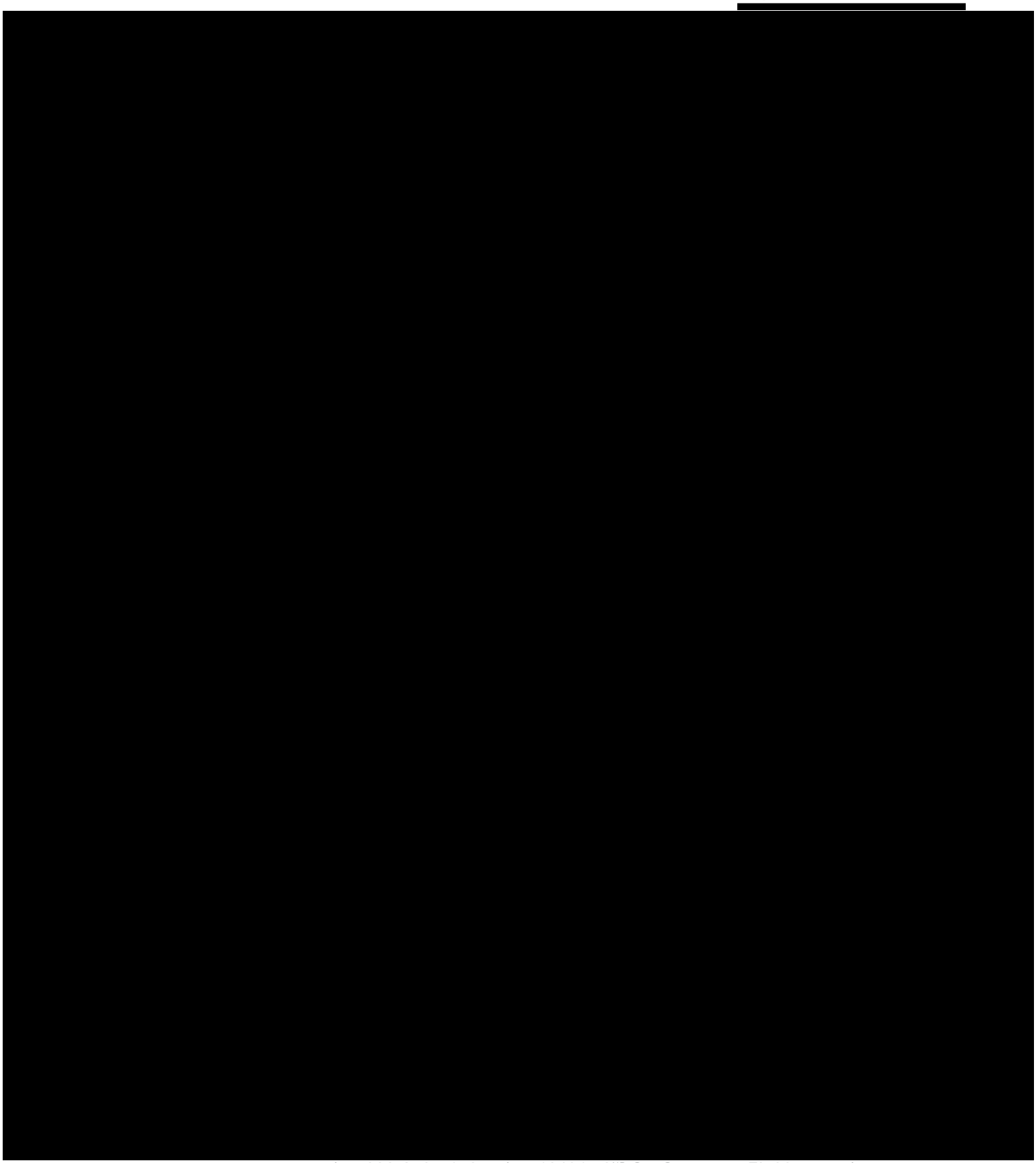
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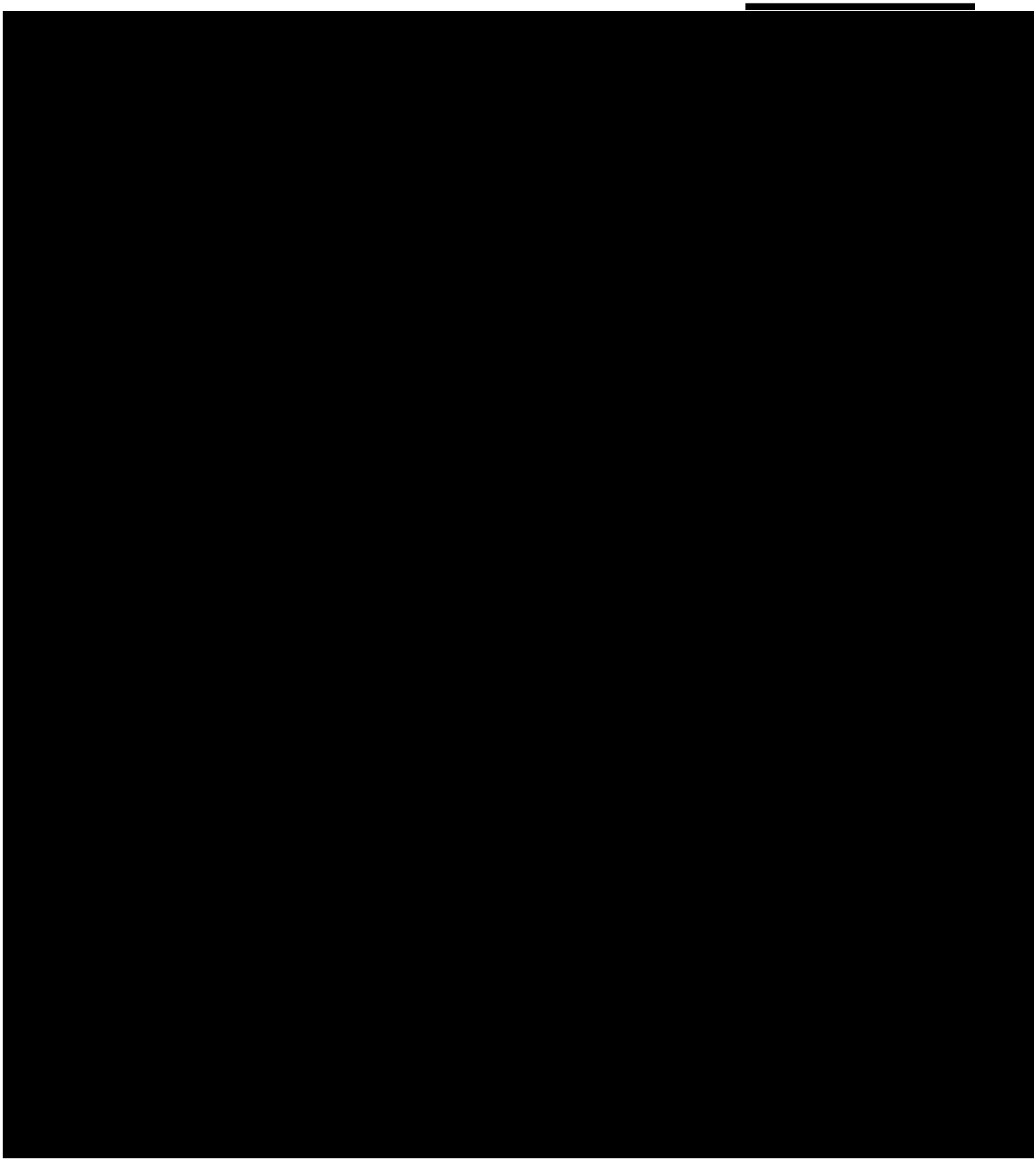
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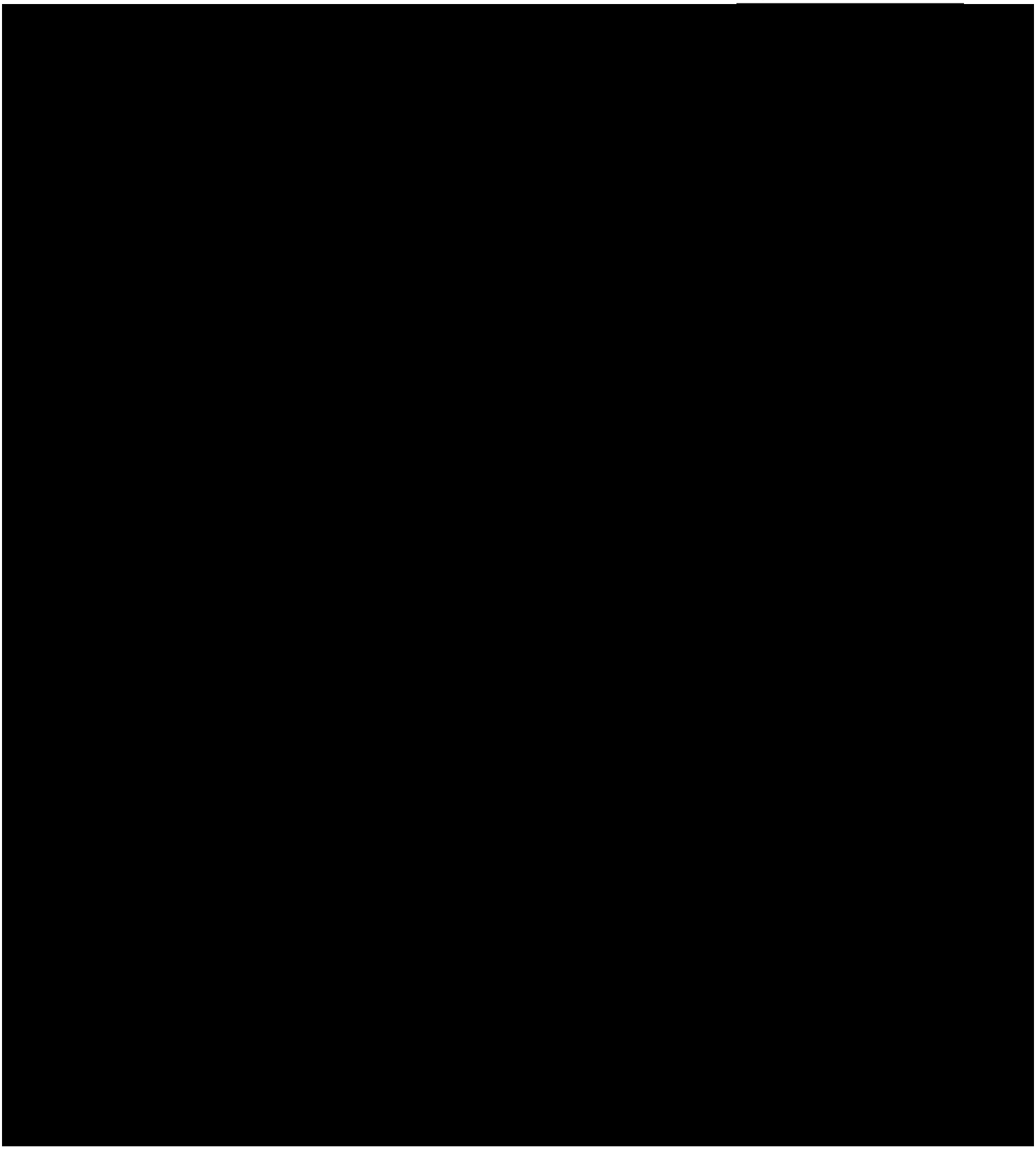
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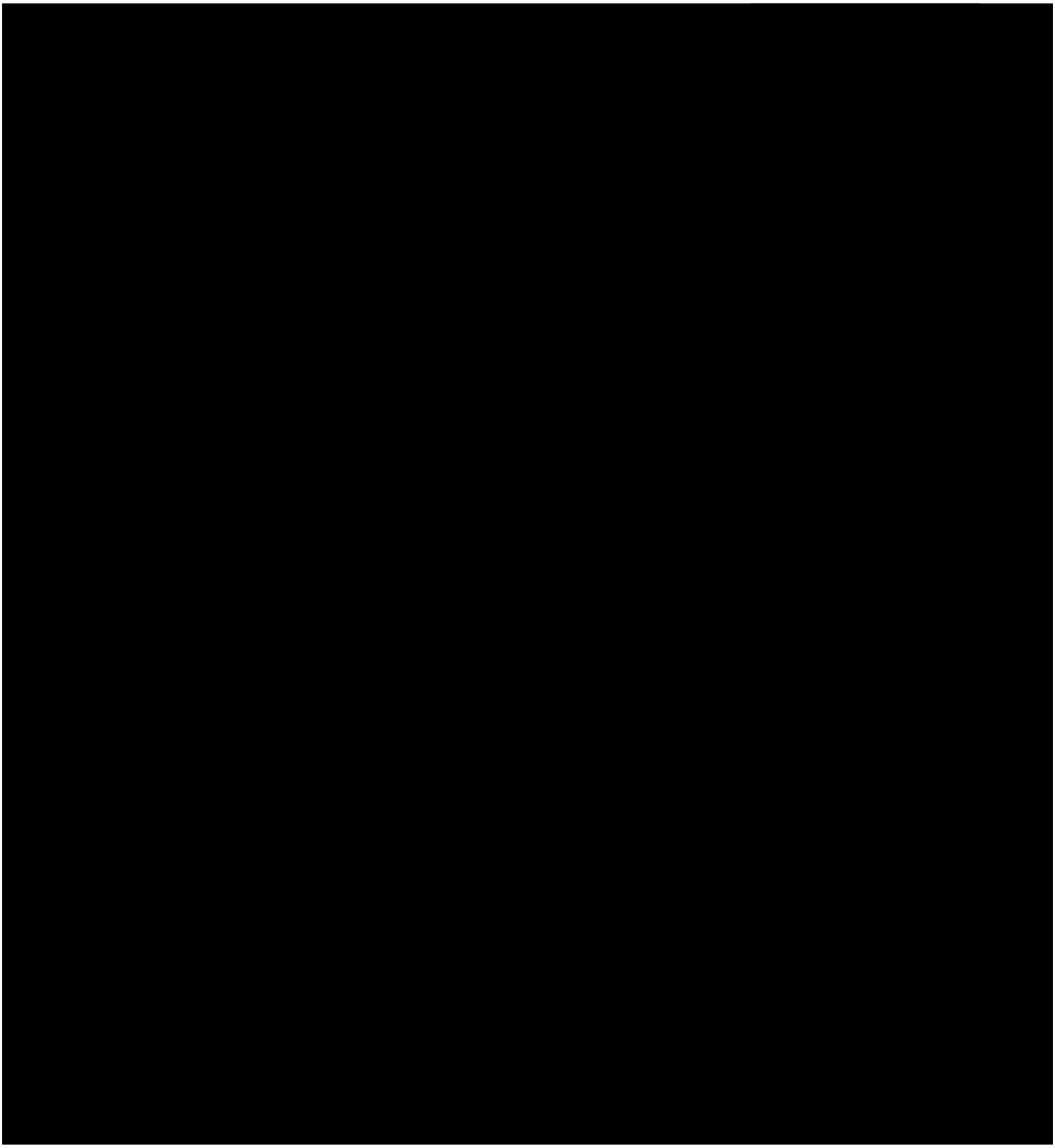
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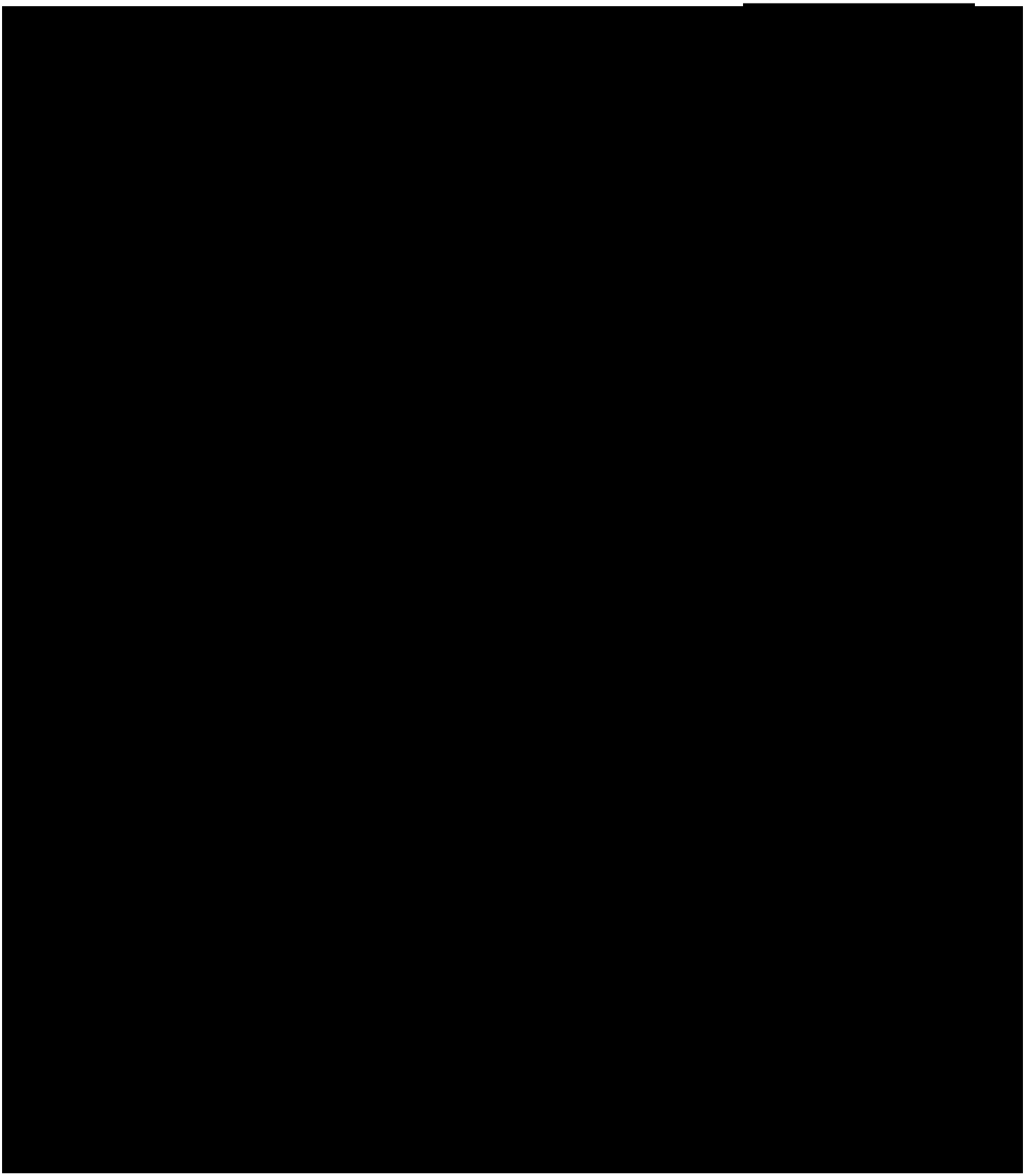
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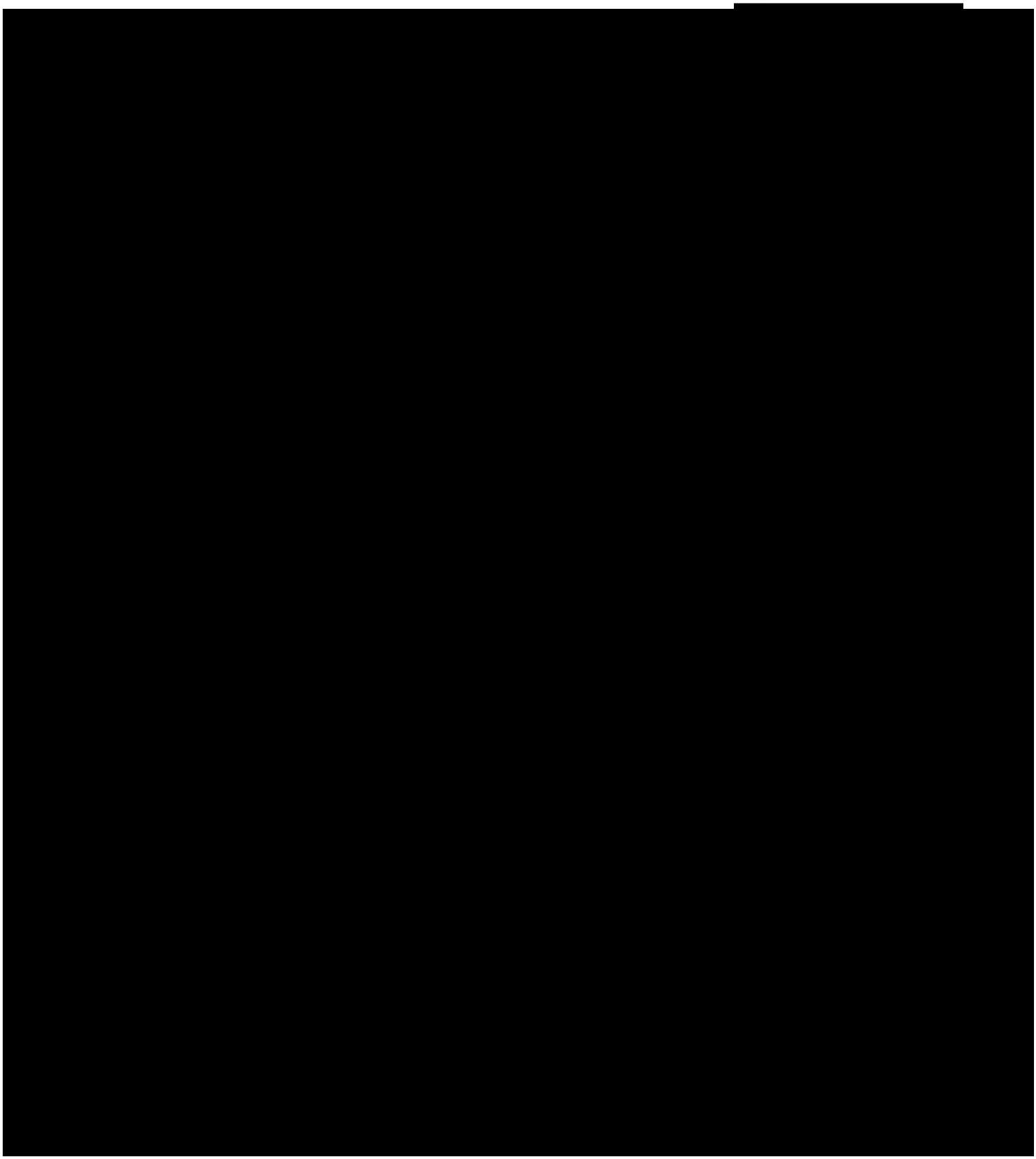
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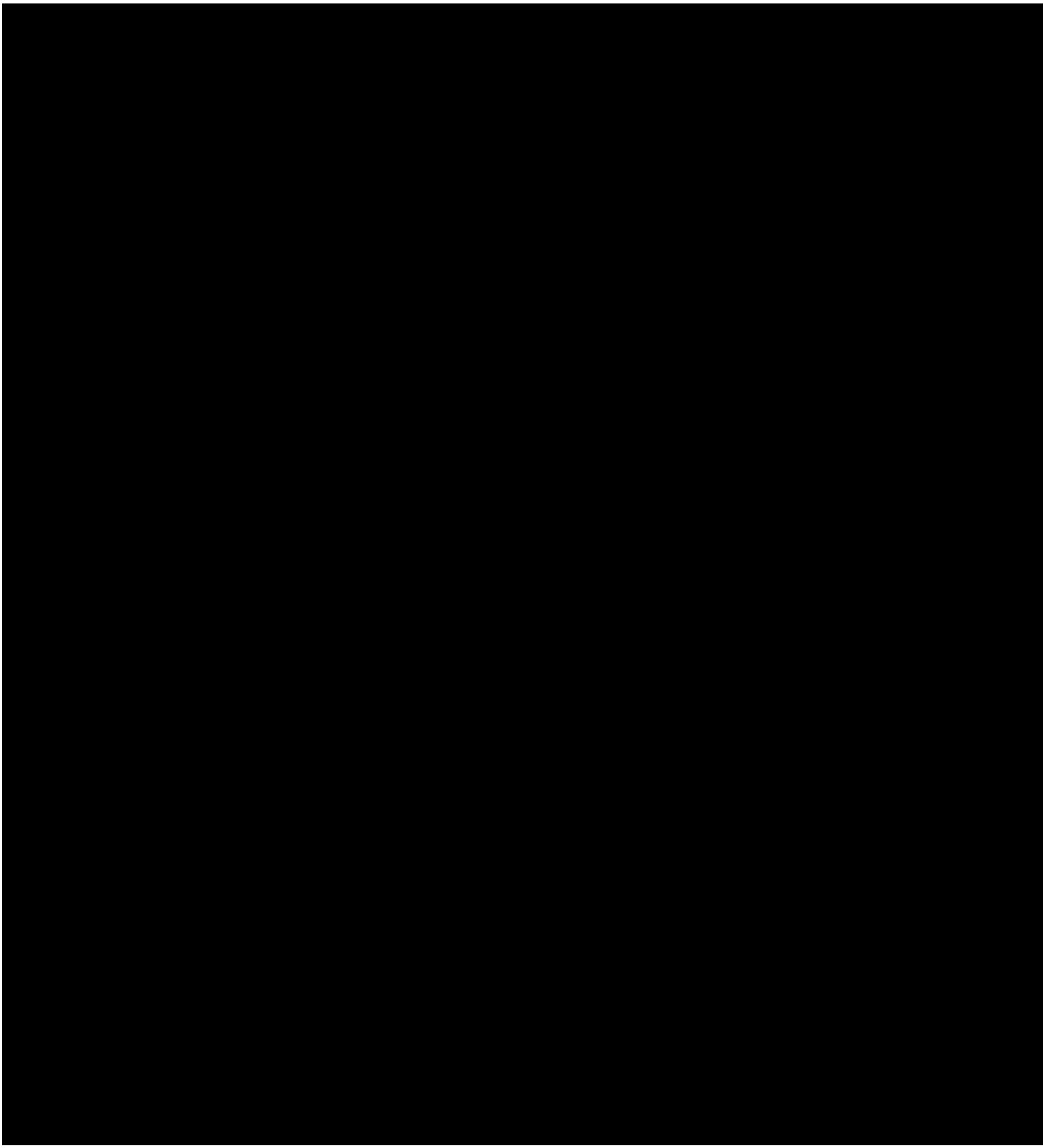


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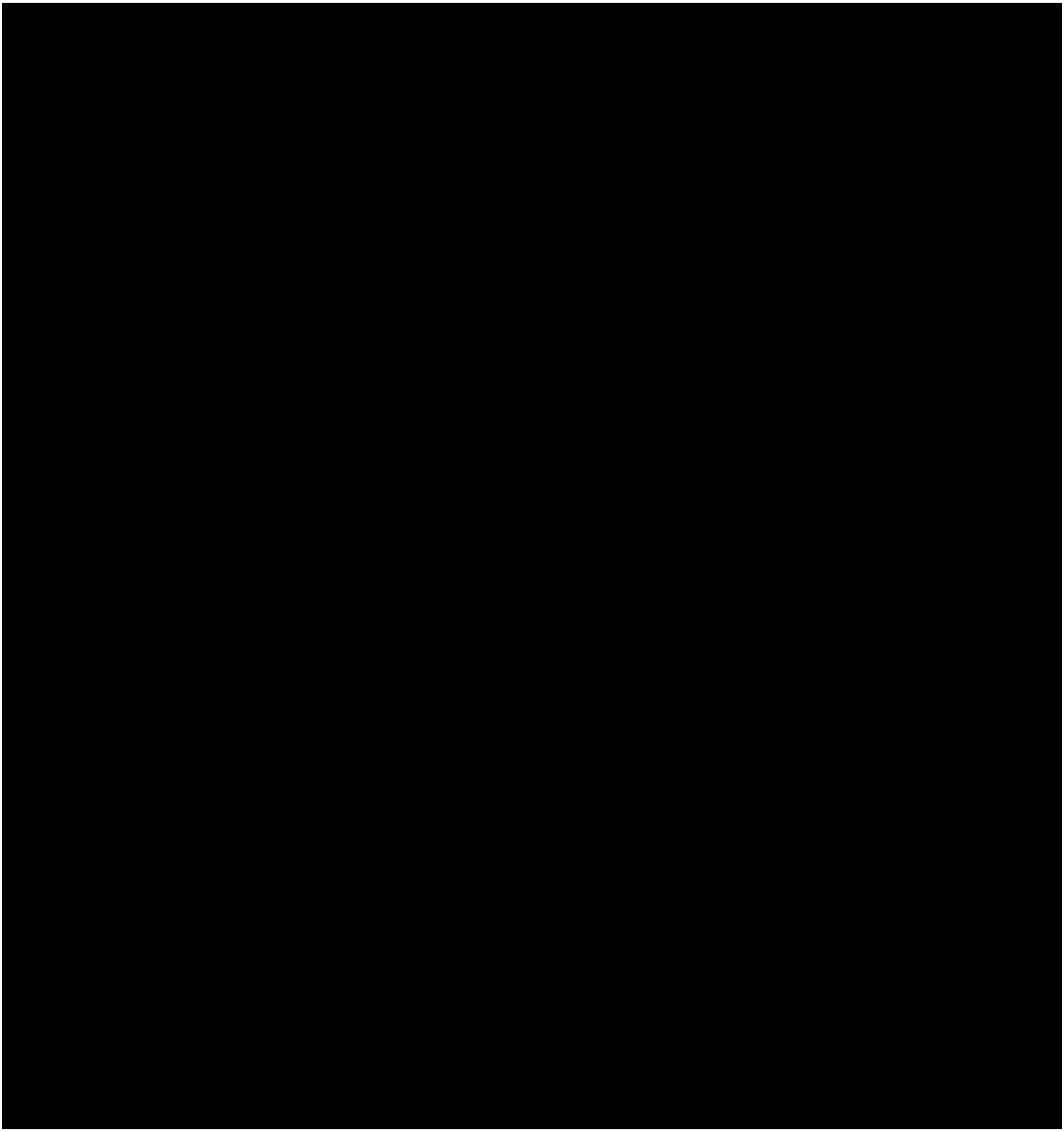
Client Partner Testimonials and References |

[redacted]

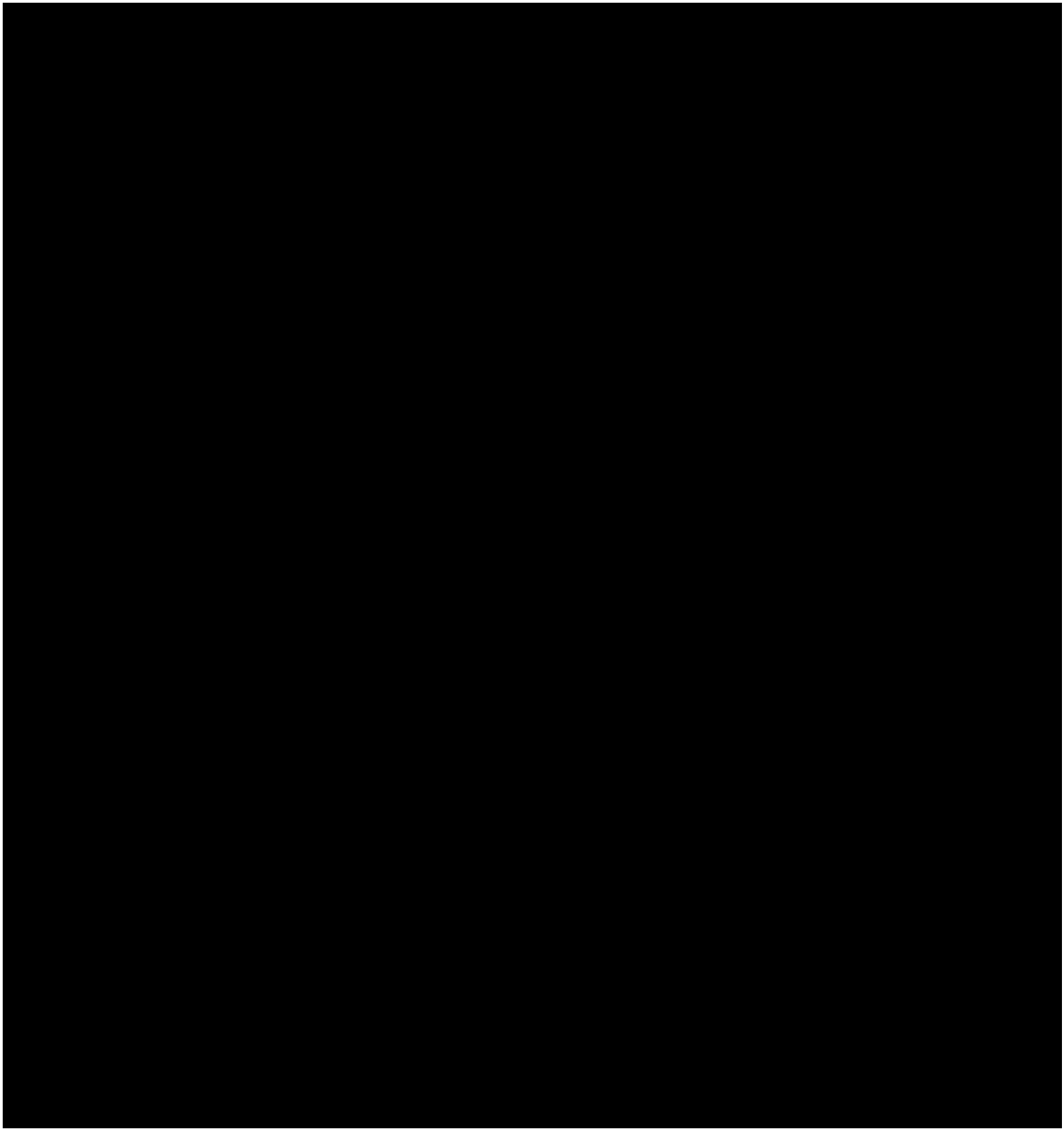
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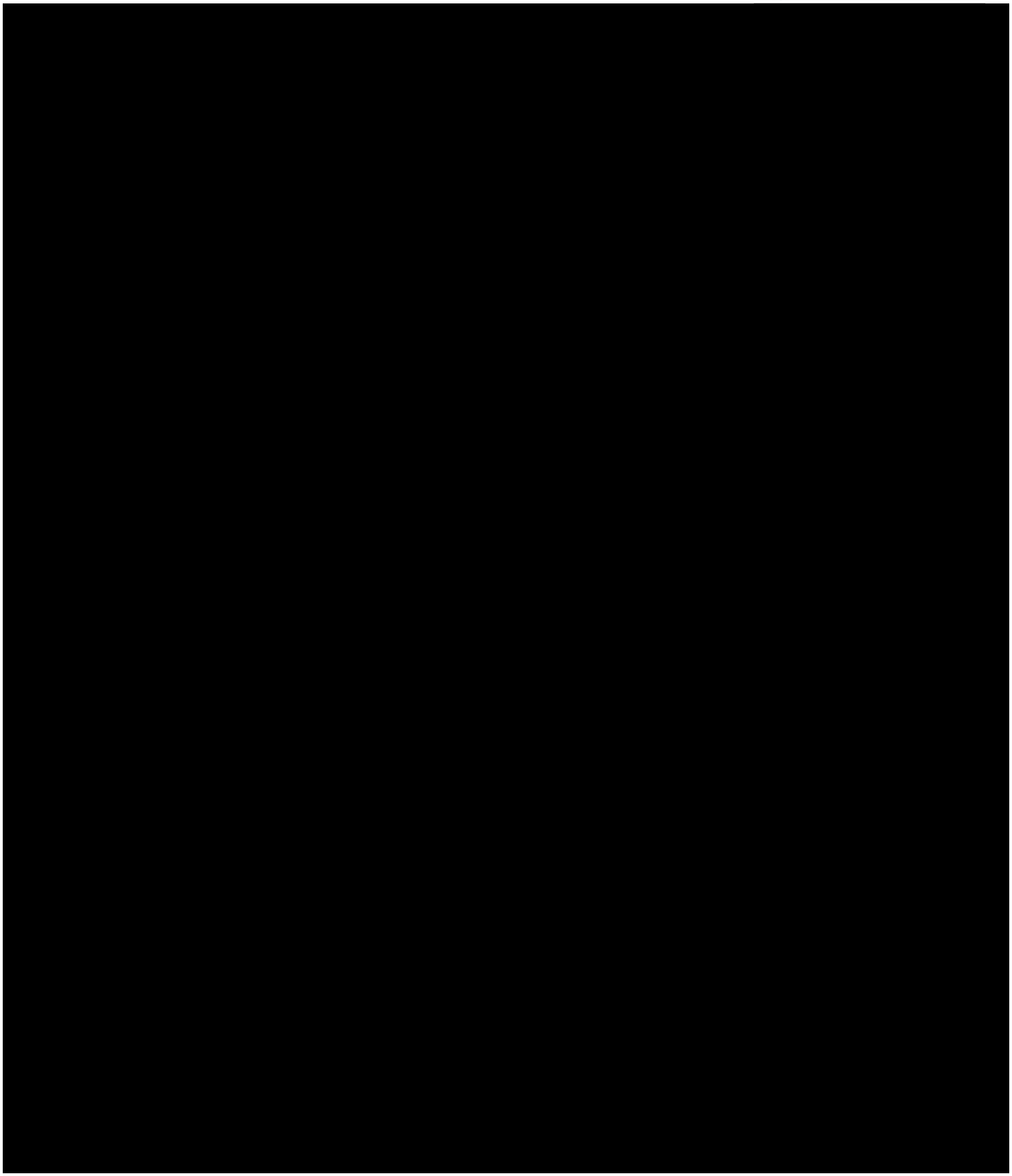
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Exhibit B: Service Escalation Matrix and Maintenance Plan

Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at ***no cost***.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager [redacted]
- Network Operations Center (NOC)
- Technical Support Center (TSC)

Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

Account Manager|
Jerome Anderson will serve as the County's Account Manager and primary point of contact. As the Account Manager, Jerome will provide the County with service and support in the following areas:

- Technology and Service Utilization
- Proactive and Reactive Communications
- Staff and Inmate Training Support
- Troubleshooting and Trouble Ticket Assistance

Smart Communications is committed to ensuring our technologies and services continue to meet and exceed the County's expectations. To deliver on this commitment, [redacted] will meet with facility staff each quarter to discuss their satisfaction with system performance, and the quality of the support and maintenance provided. During these meetings, [redacted] will also provide information regarding any new systems, options and/or features available that will benefit inmates and staff. Jerome may be reached via email [redacted] or phone [redacted].

Network Operations Center (NOC)|
To ensure 99.99% uptime, Smart Communications' NOC team utilizes an advanced application that monitors the health, security and capacity of the networks, applications and hardware utilized by our technologies and services, 24/7/365. This continuous monitoring allows our network experts to identify, diagnose and resolve potential system and network irregularities/inconsistencies before they become a problem that negatively impacts service. If an irregularity/inconsistency is detected, the monitoring application immediately sends an alert to NOC staff to investigate and address. If it is determined that additional technical support is needed, the NOC will contact the Onsite Certified Technician (OCT). The NOC and OCT work together to further evaluate the issue and work towards resolution. If the issue is unable to be resolved remotely, the TSC will contact the facility and Account Manager to coordinate the dispatch of a Field Service Technician (FST) to the facility.

Technical Support Center (TSC)|
Smart Communications' TSC is located in Seminole, FL. Should a service issue arise, our highly trained, professional TSC staff is available 24/7/365 to assist the County via the following methods:

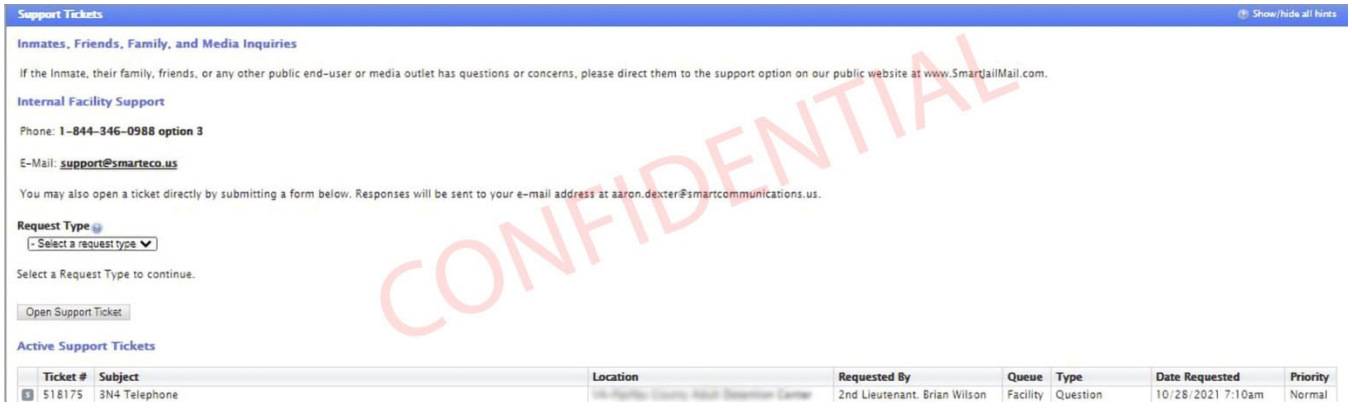
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Toll-free Phone: 844-346-0988
Email: support@smartcommunications.us
Web Portal: https://manage.smartjailmail.com

Smart Communications' TSC uses a ticketing system to manage service requests. When a service request is received, the TSC representative will open a new ticket. Each service request ticket is assigned a priority level (P1, P2, or P3) based on the percentage of the system being adversely affected. The priority level assigned determines the target resolution type, client communications and updates, as well as the escalation path.

SERVICE REQUEST TICKET PRIORITY LEVELS AND ESCALATION PATHS|

Priority Level	Examples/Characteristics	Target Resolution Time	Client Updates	Escalation Path
P1	Loss of critical functionality as determined by: • Complete system failure • Complete loss of monitoring or recording functionality • Complete loss of administrative or investigative access or functionality • 50% or more of inmate devices are not working in a specific area/housing unit	<4 hours	Every Hour	Ticket request is immediately reported to Vice-President of Network Operations
P2	Loss of significant functionality as determined by the <<AccountType>>: • Loss of monitoring or recording capabilities at facility (not complete loss) • Data backup failure • 50% or less of inmate devices are not working in a specific area/housing unit	<8 hours	Every 2 Hours	P2 issues not resolved within 8 hours are reported to the NOC Manager and escalated to P1
P3	Loss of non-significant functionality as determined by the <<AccountType>>: • Software fixes not critical to operations • Loss of trouble ticket system	<24 hours	Every 4 Hours	P3 issues not resolved within 24 hours are reported to the TSC Manager and escalated to P2



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TSC representatives take full ownership of the service request ticket they are assigned and will make every effort to resolve the service issue remotely within the designated timeframe and escalate according to priority level. If it is determined that a service request ticket cannot be resolved remotely, the TSC will contact the Onsite Certified Technician (OCT). The TSC and OCT work together to further evaluate the issue and work towards resolution. If the issue is unable to be resolved remotely, the TSC will contact the facility and Account Manager to coordinate the dispatch of a Field Service Technician (FST) to the facility.

TSC representatives will also be responsible for providing client updates regarding the issue resolution status and closing the service ticket once the issue has been resolved.

Onsite Certified Technician (OCT)|
To help ensure we provide the County with the best support and maintenance service possible, a full-time On-site Certified Technician (OCT) will be provided by Smart Communications.

Duties of the OCT include, but are not limited to:

- Provide maintenance on all inmate telephones and related equipment, as needed, and perform preventive maintenance for the SmartEvo™ ITS, SmartVisit™ VVS, and SmartTablet™ and SmartKiosk™ devices
- Maintain all SmartEcosystem™ databases associated with the SmartEvo™ ITS, SmartVisit™ VVS, SmartTablet™ devices; enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS
- Manage SmartTablet™ device replacement, as necessary, to maintain the desired inmate-to-tablet distribution ratio
- Receive and resolve all administrative comments and questions, to include the unblocking of specified telephone numbers and designating specified numbers as privileged
- Provide reports and investigative assistance at the County's request, such as the following:
  - SmartEvo™ ITS activity reports, including usage and revenue
  - SmartVisit™ VVS activity reports, including remote and on-site video visitation sessions and remote revenue
  - SmartTablet™ device activity reports, including educational program and entertainment content usage/revenue
  - SmartEvo™ ITS and SmartVisit™ VVS call monitoring
  - Request and service ticket reports
  - Investigation documentation, including CDRs and audio, audio/visual recordings, electronic messages and scanned inmate postal mail

Field Support Technicians (FSTs)|
Smart Communications employs numerous Field Service Technicians (FSTs) throughout the country. Our FSTs have an extensive technical background and are certified to work on all the technologies and services we provide. If additional on-site support is needed to resolve an issue, an FST will be dispatched to the facility. These individuals will be equipped with the appropriate tools and an inventory of system components/replacement parts whenever on-site support or repairs are needed.

System Updates|
Smart Communications is committed to delivering new technology and system improvements to our clients as

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they become available. Smart Communications plans for quarterly releases of major application upgrades, including a major version update once a year. Hot issues or emergency feature requests are incorporated using the same strict development process and are released as system patches. In between scheduled updates, minor system patches are applied as needed to incorporate urgent client feature requests. System patches are also incorporated into the next quarterly release cycle. System patches and upgrades are provided at ***no cost***.

All software enhancements and patches for all Smart Communications' components are developed and tested by our in-house software engineering and quality assurance teams. Dedicated and authorized service personnel are permitted remote access to the servers through firewall permissions which only permit access from our corporate network. Software updates are applied and tested. Each update has processes in place to back out and restore a previous version, if necessary. All software is version-controlled and devices report currently running versions back to a central management system.

Immediate SmartTablet™ Replacement|

Smart Communications will provide the facility with a pool of spare SmartTablet™ devices to allow for a damaged or inoperable device to be immediately replaced. Pre-printed shipping labels and boxes will also be provided to return damaged/inoperable devices. Upon receipt of the damaged/inoperable device, we will send a replacement to replenish the spare device pool. Smart Communications will provide additional/replacement tablets to the County at ***no cost*** and we do not hold the County liable for any SmartTablet™ device that sustains damage.

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Exhibit C: Confidential and Proprietary Information Details

Confidential and proprietary elements of Smart Communications proposal response are identified in the table below. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable California Public Record Act (CPRA) exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any item identified below is the subject of any public record request so that we may respond appropriately.

An electronic copy of our proposal in which all confidential/proprietary has been redacted is provided on the enclosed thumb drive.

Section/Requirement #	Page #(s)	CPRA Exemption Description
8.2.2.3	29-33	Personnel Records, Trade Secrets and Proprietary Information (Client List/References)
8.2.2.6.1	36-41	Trade Secrets and Proprietary Information (Client List/References)
8.2.3.5	56-78	Trade Secrets and Proprietary Information (Systems Administration/Reports)
5.1.2.7	85-86	Trade Secrets and Proprietary Information (Systems Administration/Transcription)
5.1.2.13	88	Trade Secrets and Proprietary Information (Systems Administration/Global Number List)
5.1.4.7	99-100	Trade Secrets and Proprietary Information (Systems Administration/Live Monitoring)
5.1.6.2.1	106-107	Trade Secrets and Proprietary Information (Systems Administration/SmartLink™ Investigator)
5.1.6.2.2	107-109	Trade Secrets and Proprietary Information (Systems Administration/Investigation Tools)
5.1.6.4	112-113	Trade Secrets and Proprietary Information (Systems Administration/Electronic Messaging Investigation and Attorney/Legal Document Delivery Tools)
5.1.12.2.1	119	Personnel Records
5.2.1.2	123-125	Trade Secrets and Proprietary Information (SmartTablet™ Device)
5.2.2.1.8	134	Trade Secrets and Proprietary Information (Systems Administration/VVS Recording)
5.2.2.1.17	138	Trade Secrets and Proprietary Information (SmartTablet™ Device)
5.2.2.1.35	141	Trade Secrets and Proprietary Information (Systems Administration/Visitation Approval)
5.2.2.1.36	142-143	Trade Secrets and Proprietary Information (Systems Administration/Scheduling)
5.2.2.1.46	144-146	Trade Secrets and Proprietary Information (Systems Administration/VVS)
5.2.6.1.2	152-153	Personnel Records

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5.2.6.1.3	153	Personnel Records
Section 6 - Pricing & Warranty	159	Trade Secrets and Proprietary Information (Systems Administration/VVS)
Section 6 - Pricing & Warranty	161-162	Trade Secrets and Proprietary Information (Systems Administration/Electronic Messaging Investigation and Attorney/Legal Document Delivery Tools)
Section 6 - Pricing & Warranty	166-168	Trade Secrets and Proprietary Information (SmartTablet™ and SmartKiosk™ Device specifications)
Section 8 - Appendix/Exhibit A: Confidential Client Partner List and Testimonials	192-208	Trade Secrets and Proprietary Information (Client List and References)
Section 8 - Appendix/Exhibit B: Service Escalation Matrix and Maintenance Plan	209	Personnel Records

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Introduced: 1/17/2024

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute a non-Standard Agreement retroactively with ChargePoint, Inc. for ChargePoint Cloud Plan and Assure Maintenance & Management renewals for the term of January 8, 2024, through April 13, 2029, in an amount not to exceed $26,849; and
b. Authorize the Chief Information Officer or his designee to execute related order forms and such documents as necessary with ChargePoint, Inc. for purposes of this Agreement; and
c. Authorize the Chief Information Officer or his designee the option to execute up to three (3) one (1) year future amendments to this Agreement, each extending the term by one year, where the additional cost of each Amendment does not exceed 10% ($2,685) of the original contract amount of $26,849, bringing the maximum additional compensation to $29,534 for each additional one-year term and potential overall Agreement aggregate not to exceed amount to $115,451.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute a non-Standard Agreement retroactively with ChargePoint, Inc. for ChargePoint Cloud Plan and Assure Maintenance & Management renewals for the term of January 8, 2024, through April 13, 2029, in an amount not to exceed $26,849; and
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SUMMARY:

The Information Technology Department (ITD) has four electric vehicle (EV) charging stations. The charging stations were purchased and installed by Motive Energy Solutions, Inc. in 2022. The new agreement will be directly with ChargePoint Inc. for the Cloud Plan and Assure Maintenance & Management for the CT4000-Assure Family renewals.

DISCUSSION:

The charging stations that are currently in use have dual port capabilities. To keep them running proficiently, ITD participates in the ChargePoint Cloud Plan, which includes secure network connection, ongoing station software updates, power management (circuit, panel, site sharing), and scheduled charging. The ChargePoint Assure Maintenance & Management Plan includes pre-paid

coterminous renewal for the CT4000 stations. This includes parts and labor warranty, remote technical support, on-site repairs when needed, unlimited configuration changes, and reporting. Both plans will be in place to ensure that all four charging stations are running efficiently and are available.

The Chief Information Officer recommends the approval of this non-standard Agreement with ChargePoint Inc. for Cloud and Assure Plans for existing charging stations at the Information Technology Department 1590 Moffett Street location.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the non-standard Agreement with ChargePoint, Inc. The Auditor-Controller reviewed the contract but disagreed with the non-standard payment provisions.

FINANCING:
Required funds will be included in each Recommended Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Board's approval of the recommended agreement will assist in providing maintenance and service to county-owned electrical charging stations.

__Economic Development
__Administration
__Health & Human Services
X Infrastructure
__Public Safety

Prepared by: Teresa Meister, Management Analyst II, 759-6938

Approved by:

_____ Date: _____
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
ChargePoint Master Subscription and Services

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Introduced: 1/17/2024 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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DocuSign Envelope ID: 8E76F27A-ABD2-4CAB-9552-647ED5CD6A0E

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__Economic Development
__Administration
__Health & Human Services
X Infrastructure
__Public Safety

Prepared by: Teresa Meister, Management Analyst II, 759-6938

Approved by:

DocuSigned by:
Eric Chatham
747D862C7BD04AE...
Date: 1/18/2024 | 2:13 PM PST
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
ChargePoint Master Subscription and Services

From:	support@chargepoint.com
To:	lairds@co.monterey.ca.us
Cc:	MSSA
Subject:	MSSA accepted by Samuel Laird of County of Monterey (MSSA ID = CPN008007)
Date:	Wednesday, August 21, 2013 4:06:47 PM

MSSA accepted by Samuel Laird of County of Monterey on 08/21/2013
Email: lairds@co.monterey.ca.us
Phone: 831-755-4749
Address: 855 E. Laurel Drive, BLDG C, Salinas California, 93905, United States

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI"). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

(a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;

(b) Activation and use of the Chargepoint Services on Subscriber's Charging Station(s), if any;

(c) Subscriber's use of the APIs as part of the Chargepoint Services;

(d) Each grant of Rights by Subscriber; and

(e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

Exhibit 1: Flex Billing Terms

Exhibit 2: API Terms

Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 ***"Affiliate"*** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 ***"APIs"*** means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 ***"ChargePoint Connections"*** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 "***ChargePoint®***" means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 ***"ChargePoint Services"*** means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI.

2.6 ***"ChargePoint Application***" means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 "***Charging Station***" means the electric vehicle charging station(s)purchased by Subscriber, whether manufactured by CPI or by a

CPI authorized entity, which are registered and activated on ChargePoint.

2.8 ***"Content"*** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 "*CPI Marks*" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 "***CPI Property***" means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 "***Documentation***" means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 ***"Effective Date"*** means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber's first use of the ChargePoint Services.

2.13 "***Intellectual Property Rights***" means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 ***"Malicious Code"*** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 ***"Party"*** means each of CPI and Subscriber.

2.16 "***PII***" means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 "*Provisioning"* means activating Charging Stations, warrantees and Service Plans on ChargePoint

2.18 ***"Rights"*** means the rights, authorizations, privileges, actions,

information and settings within the ChargePoint Services which an Authorizing Subscriber grants to an Authorized User, to enable such Authorized User to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Authorizing Subscriber in connection with one or more of the Authorizing Subscriber's Charging Stations. An Authorizing Subscriber shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 ***"Service Plan(s)"*** means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 ***"Subscriber Content and Services"*** means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 "*Subscriber Marks*" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 ***"Subscription Fees"*** means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 ***"Taxes"*** shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 ***"Token(s)"*** means the serialized proof of purchase of a Service Plan that is used by the Subscriber in connection with enabling Services and/or provisioning Charging Stations.

2.25 "***User***" means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS.
A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Service Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy.

4.2 LIMITATIONS ON RESPONSIBLITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a)All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced

or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i)it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or

under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data

and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SERVICES FEES AND PAYMENT TERMS.

6.1 SERVICES FEES. Subscriber shall pay all Services Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if

Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Authorized Users relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Service Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on

the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE

CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This

includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Services Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPONT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on

the Effective Date and shall continue until the expiration of all of Subscriber's Service Plans.

9.2 SERVICE PLAN TERM. (a) Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. All other Service Plans will commence on the date of activation of such Service Plans, but in no event more than one year after the date the Token(s) necessary for such activation is made available to Subscriber. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not

cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control

and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs..

11.5 NOTICES. Any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.6 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.7 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.8 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written

notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.9 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.10 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.11 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.12 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.13 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.14 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

EXHIBIT 1

FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must (1) subscribe to a Service Plan that includes CPI's management, collection and/or processing services related to such fees ("Flex Billing"), and (2) activate use CPI Flex Billing services pursuant to the terms of these Flex Billing Terms. See Appendix A, Activation Form, for instructions on activating Flex Billing.

1. DEFINITIONS. The following additional defined terms shall apply to these Flex Billing Terms:

1.1 ***"Net Session Fees"*** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less Session Authorization Fees, Session Processing Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

1.2 ***"Session"*** or ***"Charging Session"*** means a session during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than ten (10) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.3 ***"Session Authorization Fees"*** means the fees payable by the Subscriber to CPI to pre-authorize a Charging Session at a Charging Station. The Session Authorization Fees is set forth below.

1.4 ***"Session Fees"*** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

1.5 ***"Session Processing Fees"*** means the fees charged by CPI for the management, collection and processing of Session Fees on behalf of Subscriber and the remittance of Net Session Fees to Subscribers. The Session Processing Fee is set forth below.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set in real-time the Session Fees applicable to Subscriber's Charging Stations. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) a Session Authorization Fee; (ii) a Session Processing Fee; and (iii) to the extent required by Section 3, applicable Taxes. The Session Authorization Fee and the Session Processing Fees shall be charged in an amount and subject to the terms set forth in these Flex Billing Terms.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month to the address set forth in Subscriber's Account information registered on the applicable Network Web Application. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars ($50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Unless required by law or otherwise stated herein, Session Authorization Fees and Session Processing Fees do not include any Taxes. Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

4. APPLICABLE FEES. The following fee schedule sets forth the Session Authorization Fees and Session Processing Fees to be charged by CPI in connection with the provision of Flex Billing services.

Fee Schedule	Transaction Volume	For Each Charging Session using ChargePoint Card (per Host)	For Each Charging Session Using Credit Card (per Host)

Session Authorization Fee[1]	<1,500/month <3,000/month <6,000/month >6,000/month	$0.40 per Session $0.35 per Session $0.30 per Session $0.25 per Session	$0. 45 per Session $0.40 per Session $0.35 per Session $0.30 per Session
Session Processing Fee[2]	<1,500/month <3,000/month <6,000/month >6,000/month	5.0% of Session Fees 4.5% of Session Fees 3.5% of Session Fees 3.0% of Session Fees	6.0% of Session Fees 5.5% of Session Fees 4.0% of Session Fees 3.5% of Session Fees

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[1] The Session Authorization Fee may not be increased more than once in any twelve (12) month period nor more than the greater of (i) ten percent (10%) or (ii) the Consumer Price Index rate of change promulgated by the United State Bureau of Labor Statistics with respect to the 12-month period just then ended when any notice of change is given by CPI to Subscribers.

[2] CPI may increase the Session Processing Fee payable pursuant to this Agreement at any time upon not less than one hundred eight (180) days notice (the "***Notice Period***") given by electronic notice posted to the Subscriber Application and sent to each individual Subscriber Account, and any such change shall thereafter be binding and enforceable with respect to Subscriber after the expiration of such Notice Period; *provided*, *further*, that the Session Processing Fee may not be increased by more than one percentage point in any twelve (12) month period, nor in the aggregate, increased to more than twenty percent (20.00%) of Session Fees at any time.

Appendix A - Flex Billing Activation Form

INSTRUCTIONS: Complete, sign and fax this form to ChargePoint Accounts Payable (+1-214-716-1244) or Email to **MSSA@chargepoint.com** to activate the Flex Billing service. **All fields are required** (except where noted). Organizations requiring more than one Remit To destination must fill out this form for each such destination. (Most Orgs remit all proceeds to a single destination and therefore only need to complete this form once.)
This form specifies the Remit To for the following **ChargePoint stations** (select one):

¡ All stations in the ChargePoint Org (except as overridden by additional copies of this form), or ¡ Stations that are members of the following Custom Station Group only:	
ChargePoint Org Name:	ChargePoint Org ID:
Subscriber's Legal Name:	
Subscriber's Legal Address:	
Subscriber's Federal Tax ID or Social Security Number:	
Remittance Currency:	
AR Contact Name:	AR Contact E-mail:
AR Contact Phone:	
Remit Payment By (select one): ¡ ACH/Wire Transfer ¡ Check	
Check Remittance Address if different from above:	
ACH/Wire Subscribers only (skip to signature below if selecting payment by Check):	
I hereby authorize ChargePoint, Inc., hereinafter referred to as CPI, to initiate ACH credit entries to my account indicated below at the depository financial institution named below. If an overpayment is made to my account that is not valid, I agree to refund the overpayment to CPI. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of NACHA rules and U.S. law. This authorization shall remain in effect unless and until CPI has received written notification from me that this authorization has been terminated in such time and manner to afford CPI and financial institution reasonable opportunity to act on it. Undersigned represents and warrants to CPI that the person executing this Release is an authorized signatory on the account referenced below and all information regarding the Account and account owner is true and correct.	
Bank Name:	
Bank Address:	
ABA Routing Number (IBAN for non-USA):	
Bank Account Number:	Account Type: ¡ Checking ¡ Savings
Subscriber agrees to activate Flex Billing:	
Signature:	Date:
Print Name:	Title:

OFFICE USE ONLY:

Remittance ID:_____ Entered by:_____ Date: _____

EXHIBIT 2

API TERMS

This Exhibit sets forth certain additional terms and conditions ("API

Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply to the API Terms.

1.1 ***"API Implementation"*** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 ***"API Documentation"*** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 ***"CPI Site Terms"*** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Service Plan subscribers.

2. API USE. Subscriber may use the APIs as and to the extent permitted by Subscriber's Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 AVAILABLE APIs AND FUNCTION CALLS. The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Service Plan, and Subscriber's particular Service Plan may not include all APIs and function calls then available from CPI.

2.2 USE AND DISPLAY OF CONTENT. Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade

names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3

TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Authorizing Subscribers and Authorized Users regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 ***"Authorizing Subscriber"*** means a Subscriber that has granted Rights.

1.2 ***"Authorized User"*** means a Subscriber that is granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with Provisioning creating its account and initiating Subscriber's access to Services.

2. TERMS. This Section governs Subscriber's granting of Rights as an Authorizing Subscriber.

2.1 LIMITED RIGHTS. An Authorized User's right to access and use the ChargePoint Services for and on behalf of an Authorizing Subscriber is limited to the specific Rights granted by such Authorizing Subscriber to such Authorized User. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to an Authorized User at will and such Rights will. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by an Authorized User exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Authorized User while exercising any such Rights, as if such action, omission or performance had

been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable an Authorizing Subscriber to extend Rights to Authorized Users. The mere extension of such Rights by an Authorizing Subscriber to an Authorized User does not constitute an agreement between Authorizing Subscriber and the Authorized User with respect to the granted Rights or the exercise of such Rights by the Authorized User. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Authorizing Subscriber and the Authorized User to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Authorizing Subscriber and Authorized User each fully and unconditionally release CPI from any liability arising out of such an agreement. Further Authorizing Subscriber and Authorized User agree to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement. Authorizing Subscriber and Authorized User will each cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Authorizing Subscriber and/or Authorized User.

County of Monterey

Board Report

Legistar File Number: RES 24-014

Item No.29

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

January 30, 2024

Introduced: 1/17/2024

Version: 1

Current Status: General Government - Consent

Matter Type: BoS Resolution

Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2022-2023 Winter Storm and Atmospheric River Event that started on December 26, 2022.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2022-2023 Winter Storm and Atmospheric River Event that started on December 26, 2022.

SUMMARY/DISCUSSION:

On December 26, 2022, a Winter Storm and Atmospheric River Event began resulting in approximately 25 days of intense precipitation that caused damage to public infrastructure and private property throughout Monterey County including the Carmel River, Carmel River Lagoon, Salinas River and Salinas River Lagoon, and the Pajaro River, thereby causing conditions of extreme peril to the safety of persons and property nearby.

A Local Emergency was Proclaimed by the Interim County Administrative Officer on January 4, 2023, and was ratified by the Board of Supervisors on January 10, 2023. The Board further ratified the proclamation on March 7, 2023, May 9, 2023, June 27, 2023, August 22, 2023, October 17, 2023, and December 5, 2023.

Pursuant to California Government Code section 8630, subdivision (a), and Monterey County Code section 2.68.025 the County Administrative Officer may proclaim the existence of a local emergency when the county is affected by or 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.

On December 26th, 2022, heavy rainfall from what was identified as an atmospheric river began to impact Monterey County. The atmospheric river affected the Carmel River watershed which caused conditions in the Carmel Lagoon to approach a flood stage, causing damage to public roadways and other infrastructure, and areas of isolation of private property, resulting in extreme peril to persons and property. The atmospheric river affected the area of the Salinas River Lagoon Mouth, which required Sandbar management activities. This action was necessary effective January 2, 2023, due to flows into the Salinas River lagoon causing conditions that could lead to possible loss of life and property in the area. Finally, the community of Bolsa Knolls experienced significant flooding from Santa Rita Creek. The atmospheric river created such hazardous conditions throughout the entire County that the Department of Emergency Management activated the Emergency Operations Center for the County to its highest level with staff from County departments, other cities, state agencies and disaster assistance organizations participating on a 24 hour in-person basis. Conditions continue to evolve and present a risk to County residents, property and public infrastructure, necessitating the continuance of the state of emergency.

OTHER AGENCY INVOLVEMENT:
Numerous County departments and other agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff' Department, Information Technology Department, Department of Social Services, Health Department, County Administrative Office, Public Works, Facilities, and Parks Department, County Counsel, the US Army Corps of Engineers, NOAA-National Marine Fisheries Service, US Fish and Wildlife Services, CA Dept of Fish and Wildlife, CA Coastal Commission, and the Water Resources Agency.

FINANCING:
The Finance Section of the Emergency Operations Center (EOC) has been activated and continues to compile costs associated with response and recovery related to this emergency. The costs and the impacts to the County have been presented and will continue to be evaluated and presented under separate financial reports and request for funding augmentations to the Board by the EOC Finance Section.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
__ Economic Development
__ Administration
__ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Kelsey Scanlon, Director of Emergency Management, x 1902

Approved by: Nick Chiulos, Chief Assistant County Administrative Officer, x 5145

Attachments:
Attachment A: Draft Resolution

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County of Monterey

Board Report

Legistar File Number: RES 24-014

Item No.

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

January 30, 2024

Introduced: 1/17/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2022-2023 Winter Storm and Atmospheric River Event that started on December 26, 2022.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2022-2023 Winter Storm and Atmospheric River Event that started on December 26, 2022.

SUMMARY/DISCUSSION:

On December 26, 2022, a Winter Storm and Atmospheric River Event began resulting in approximately 25 days of intense precipitation that caused damage to public infrastructure and private property throughout Monterey County including the Carmel River, Carmel River Lagoon, Salinas River and Salinas River Lagoon, and the Pajaro River, thereby causing conditions of extreme peril to the safety of persons and property nearby.

A Local Emergency was Proclaimed by the Interim County Administrative Officer on January 4, 2023, and was ratified by the Board of Supervisors on January 10, 2023. The Board further ratified the proclamation on March 7, 2023, May 9, 2023, June 27, 2023, August 22, 2023, October 17, 2023, and December 5, 2023.

Pursuant to California Government Code section 8630, subdivision (a), and Monterey County Code section 2.68.025 the County Administrative Officer may proclaim the existence of a local emergency when the county is affected by or 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.

DocuSign Envelope ID: C302F3A3-F1E3-47E0-9646-AABCDCCF3502

On December 26th, 2022, heavy rainfall from what was identified as an atmospheric river began to impact Monterey County. The atmospheric river affected the Carmel River watershed which caused conditions in the Carmel Lagoon to approach a flood stage, causing damage to public roadways and other infrastructure, and areas of isolation of private property, resulting in extreme peril to persons and property. The atmospheric river affected the area of the Salinas River Lagoon Mouth, which required Sandbar management activities. This action was necessary effective January 2, 2023, due to flows into the Salinas River lagoon causing conditions that could lead to possible loss of life and property in the area. Finally, the community of Bolsa Knolls experienced significant flooding from Santa Rita Creek. The atmospheric river created such hazardous conditions throughout the entire County that the Department of Emergency Management activated the Emergency Operations Center for the County to its highest level with staff from County departments, other cities, state agencies and disaster assistance organizations participating on a 24 hour in-person basis. Conditions continue to evolve and present a risk to County residents, property and public infrastructure, necessitating the continuance of the state of emergency.

OTHER AGENCY INVOLVEMENT:
Numerous County departments and other agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff' Department, Information Technology Department, Department of Social Services, Health Department, County Administrative Office, Public Works, Facilities, and Parks Department, County Counsel, the US Army Corps of Engineers, NOAA-National Marine Fisheries Service, US Fish and Wildlife Services, CA Dept of Fish and Wildlife, CA Coastal Commission, and the Water Resources Agency.

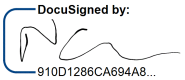
FINANCING:
The Finance Section of the Emergency Operations Center (EOC) has been activated and continues to compile costs associated with response and recovery related to this emergency. The costs and the impacts to the County have been presented and will continue to be evaluated and presented under separate financial reports and request for funding augmentations to the Board by the EOC Finance Section.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
__ Economic Development
__ Administration
__ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

DocuSign Envelope ID: C302F3A3-F1E3-47E0-9646-AABCDCCF3502

Prepared by: Kelsey Scanlon, Director of Emergency Management, x 1902

Approved by: Nick Chiulos, Chief Assistant County Administrative Officer, x 5145



Attachments:

Attachment A: Draft Resolution

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

Resolution No.

Continuing the Proclamation of a Local Emergency issued by the County Administrative Officer on January 4, 2023.	))))

WHEREAS, conditions of extreme peril warranted and necessitated a Proclamation of the Existence of a Local Emergency issued by the Interim County Administrative Officer on January 4, 2023; and,

WHEREAS, the Board of Supervisors ratified the proclamation on January 14, 2023; and,

WHEREAS, the Board of Supervisors further ratified the proclamation on March 7, 2023; and,

WHEREAS, the Board of Supervisors further ratified the proclamation on May 9, 2023; and,

WHEREAS, the Board of Supervisors further ratified the proclamation on June 27, 2023; and,

WHEREAS, the Board of Supervisors further ratified the proclamation on August 22, 2023; and,

WHEREAS, the Board of Supervisors further ratified the proclamation on October 17, 2023; and,

WHEREAS, the Board of Supervisors further ratified the proclamation on December 5, 2023; and,

WHEREAS, the Director of Emergency Services and Department of Emergency Management pursuant to the ratified proclamation received authority to request financial assistance from the State of California and Federal Government on behalf of the residents of the Monterey County; and,

WHEREAS, the Director of Emergency Services pursuant to the ratified proclamation received the authority to execute all necessary contracts to obtain supplies, equipment and such other items found lacking and needed for the protection of life and property and to bind the county for fair value thereof or commandeer for public use as may be required, with approval from the Office of County Counsel and subsequent ratification by the Board of Supervisors, for agreements under two hundred thousand dollars ($200,000); and,

WHEREAS, pursuant to Government Code section 8630, subdivision (c), the Board of Supervisors is being asked to review and approve the continuing need for a local emergency within the sixty (60) day time limit and continue the proclamation of a Local Emergency for another sixty (60) days; and

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

1. Pursuant to Government Code section 8630, subdivision (c), the continuance of the Proclamation of a Local Emergency issued by the Interim County Administrative

Officer on January 4, 2023, and ratified by the Board of Supervisors on January 14, 2023, shall continue for another sixty (60) days.

2. During the existence of said local emergency the powers, functions, and duties of the County Administrative Officer or designee, the Public Works, Facilities, and Parks Department, and the Emergency Organization of Monterey County 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.

3. Pursuant to Public Contract Code sections 20134, 22050, and 20395, the County Administrative Officer or designee is hereby authorized to engage independent contractors to complete all necessary work to mitigate the effects of said local emergency. Contracts for this work may be executed without prior Board approval of the plans, specifications, and working details, without giving notice for bids to let contracts.

4. The Director of Emergency Services and the Department of Emergency Management are authorized to request financial assistance from the State of California and Federal Government on behalf of the residents of the Monterey County.

5. The Director of Emergency Services is authorized to execute all necessary contracts to obtain supplies, equipment and such other items found lacking and needed for the protection of life and property and to bind the county for fair value thereof or commandeer for public use as may be required, with approval from the Office of County Counsel, with subsequent ratification by the Board of Supervisors, for agreements under two hundred thousand dollars ($200,000).

6. The County Administrative Officer, or designee, is hereby designated as the authorized representative for public and individual assistance of the County of Monterey for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

7. The County Administrative Officer, Director of Emergency Services, and County Counsel are authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this resolution.

PASSED AND ADOPTED on this 30th day of January, 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

County of Monterey

Board Report

Legistar File Number: RES 24-015

Item No.30

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

January 30, 2024

Introduced: 1/17/2024

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2023 March Winter Storms and Atmospheric River Event that started on March 9, 2023.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2023 March Winter Storms and Atmospheric River Event that started on March 9, 2023.

SUMMARY/DISCUSSION:
An atmospheric river event carried rain across Monterey County beginning on March 9, 2023, which caused widespread localized flooding and power outages across the County, and major flooding along the Salinas and Pajaro rivers, which flooded residential communities, agricultural fields, and critical infrastructure. These storm events occurred just shortly after the January events which further depleted the County's already strained resources from the major flood fighting and emergency response operations; the County is still in the middle of recovery.

A Local Emergency was Proclaimed by the County Administrative Officer on March 9, 2023, and ratified by the Board of Supervisors on March 14, 2023. The Board further ratified the proclamation on May 9, 2023, June 27, 2023, August 22, 2023, October 17, 2023, and December 5, 2023.

Pursuant to California Government Code section 8630, subdivision (a), and Monterey County Code section 2.68.025 the County Administrative Officer may proclaim the existence of a local emergency when the county is affected by or 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.

The heavy rain and impacts to watersheds and overwhelming waterways, resulted in a breach of the Pajaro Levee on March 10, 2023. This breach led to life-threatening flooding across the community of Pajaro and caused more than 3,000 residents-many of them low-income families-to evacuate their homes.

During the March event, the massive amount of precipitation overwhelmed the watershed and waterways brought by the atmospheric river caused a breach of the Pajaro River Levee which has caused flooding of the entire town of Pajaro along with wide swaths of agricultural land. Approximately 3,000 residents were displaced and approximately 300 people were rescued from the flood waters.

Approximately 250 residential structures were damaged or destroyed by the flood, in addition to major damage to the local middle school and 80 commercial structures. While the damage assessments concluded around 250 homes with major damage or destroyed, it is important to note that the impacts to the community far exceed the reported numbers. Nearly every home in Pajaro has been impacted.

Many residences are likely to remain uninhabitable for a significant amount of time while debris removal and repairs are conducted. As such, census counts at the emergency shelter which remains open, have remained consistently high, as it was hazardous for community members to remain in their homes or renters are unable to return home.

The series of atmospheric river events of March 2023 resulted in a Federal Disaster Declaration, as well as state, county, and local emergency proclamations.

Since March 9, 2023, the conditions warranting and necessitating the initial proclamation of the existence of a local emergency have not been resolved and immediate action continues to be necessary to mitigate the effects of the local emergency. Therefore, an extension of the Proclamation of the Local Emergency is being requested and would last another sixty (60) days from the date of its ratification.

OTHER AGENCY INVOLVEMENT:
Numerous County departments and other agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff's Office, Information Technology Department, Department of Social Services, Health Department, County Administrative Office, Public Works, Facilities, and Parks Department, County Counsel's Office, the US Army Corps of Engineers, NOAA-National Marine Fisheries Service, US Fish and Wildlife Services, CA Dept of Fish and Wildlife, CA Coastal Commission, and the Water Resources Agency.

FINANCING:
The Finance Section of the Emergency Operations Center (EOC) has been activated and continues to compile costs associated with response and recovery related to this emergency. The costs and the impacts to the County have been presented and will continue to be evaluated and presented under separate financial reports and request for funding augmentations to the Board by the EOC Finance Section.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
__ Economic Development

__ Administration
__ Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Kelsey Scanlon, Director of Emergency Management, x 1902

Approved by: Nick Chiulos, Chief Assistant County Administrative Officer, x 5145

Attachments:
Attachment A: Draft Resolution

DocuSign Envelope ID: C302F3A3-F1E3-47E0-9646-AABCDCCF3502

County of Monterey

Board Report

Legistar File Number: RES 24-015

Item No.

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

January 30, 2024

Introduced: 1/17/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2023 March Winter Storms and Atmospheric River Event that started on March 9, 2023.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2023 March Winter Storms and Atmospheric River Event that started on March 9, 2023.

SUMMARY/DISCUSSION:
An atmospheric river event carried rain across Monterey County beginning on March 9, 2023, which caused widespread localized flooding and power outages across the County, and major flooding along the Salinas and Pajaro rivers, which flooded residential communities, agricultural fields, and critical infrastructure. These storm events occurred just shortly after the January events which further depleted the County's already strained resources from the major flood fighting and emergency response operations; the County is still in the middle of recovery.

A Local Emergency was Proclaimed by the County Administrative Officer on March 9, 2023, and ratified by the Board of Supervisors on March 14, 2023. The Board further ratified the proclamation on May 9, 2023, June 27, 2023, August 22, 2023, October 17, 2023, and December 5, 2023.

Pursuant to California Government Code section 8630, subdivision (a), and Monterey County Code section 2.68.025 the County Administrative Officer may proclaim the existence of a local emergency when the county is affected by or 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.

The heavy rain and impacts to watersheds and overwhelming waterways, resulted in a breach of the Pajaro Levee on March 10, 2023. This breach led to life-threatening flooding across the community of Pajaro and caused more than 3,000 residents-many of them low-income families-to evacuate their homes.

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During the March event, the massive amount of precipitation overwhelmed the watershed and waterways brought by the atmospheric river caused a breach of the Pajaro River Levee which has caused flooding of the entire town of Pajaro along with wide swaths of agricultural land. Approximately 3,000 residents were displaced and approximately 300 people were rescued from the flood waters.

Approximately 250 residential structures were damaged or destroyed by the flood, in addition to major damage to the local middle school and 80 commercial structures. While the damage assessments concluded around 250 homes with major damage or destroyed, it is important to note that the impacts to the community far exceed the reported numbers. Nearly every home in Pajaro has been impacted.

Many residences are likely to remain uninhabitable for a significant amount of time while debris removal and repairs are conducted. As such, census counts at the emergency shelter which remains open, have remained consistently high, as it was hazardous for community members to remain in their homes or renters are unable to return home.

The series of atmospheric river events of March 2023 resulted in a Federal Disaster Declaration, as well as state, county, and local emergency proclamations.

Since March 9, 2023, the conditions warranting and necessitating the initial proclamation of the existence of a local emergency have not been resolved and immediate action continues to be necessary to mitigate the effects of the local emergency. Therefore, an extension of the Proclamation of the Local Emergency is being requested and would last another sixty (60) days from the date of its ratification.

OTHER AGENCY INVOLVEMENT:
Numerous County departments and other agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff's Office, Information Technology Department, Department of Social Services, Health Department, County Administrative Office, Public Works, Facilities, and Parks Department, County Counsel's Office, the US Army Corps of Engineers, NOAA-National Marine Fisheries Service, US Fish and Wildlife Services, CA Dept of Fish and Wildlife, CA Coastal Commission, and the Water Resources Agency.

FINANCING:
The Finance Section of the Emergency Operations Center (EOC) has been activated and continues to compile costs associated with response and recovery related to this emergency. The costs and the impacts to the County have been presented and will continue to be evaluated and presented under separate financial reports and request for funding augmentations to the Board by the EOC Finance Section.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
__ Economic Development
__ Administration

DocuSign Envelope ID: C302F3A3-F1E3-47E0-9646-AABCDCCF3502

__ Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Kelsey Scanlon, Director of Emergency Management, x 1902

Approved by: Nick Chiulos, Chief Assistant County Administrative Officer, x 5145

DocuSigned by:
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Attachments:
Attachment A: Draft Resolution

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

Resolution No.

Continuing the Proclamation of a Local Emergency issued by the County Administrative Officer on March 9, 2023)

WHEREAS, section 2.68.025 of the Monterey County Code and section 8630 of the Government Code empower the County Administrative Officer, or the Board of Supervisors if the Board of Supervisors is in session, to proclaim the existence of a Government Code section 8558, subdivision (c), local emergency when the County is affected by or likely to be affected by a public calamity; and,

WHEREAS, on March 9, 2023, an emergency proclamation was made by the County Administrative Officer; and,

WHEREAS, the Board of Supervisors ratified the proclamation on March 14, 2023; and,

WHEREAS, the Board of Supervisors further ratified the proclamation on May 9, 2023; and,

WHEREAS, the Board of Supervisors further ratified the proclamation on June 27, 2023; and,

WHEREAS, the Board of Supervisors further ratified the proclamation on August 22, 2023; and,

WHEREAS, the Board of Supervisors further ratified the proclamation on October 17, 2023; and

WHEREAS, the Board of Supervisors further ratified the proclamation on December 5, 2023; and

WHEREAS, since March 9, 2023, the conditions warranting and necessitating the initial proclamation of the existence of a local emergency have not been resolved and immediate action continue necessary to mitigate the effects of the local emergency; and,

WHEREAS, emergency conditions continue to exist, necessitating extension of the Proclamation of a Local Emergency for another 60 days; and,

WHEREAS, the Director of Emergency Management and Department of Emergency Management pursuant to the ratified proclamation received authority to request financial assistance from the State of California and Federal Government on behalf of the residents of the Monterey County; and,

WHEREAS, the Director of Emergency Management pursuant to the ratified proclamation received the authority to execute all necessary contracts to obtain supplies, equipment and such other items found lacking and needed for the protection of life and property and to bind the county for fair value thereof or commandeer for public use as may be required, with approval from the

Office of County Counsel and subsequent ratification by the Board of Supervisors, for agreements under two hundred thousand dollars ($200,000); and,

WHEREAS, pursuant to Government Code section 8630(c) the Board of Supervisors is being asked to review and approve the continuing need for a local emergency within the sixty (60) day time limit and continue the proclamation of a Local Emergency for another sixty (60) days.

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

1. Pursuant to Government Code section 8630, subdivision (c), the continuance of the Proclamation of a Local Emergency issued by the County Administrative Officer on March 9, 2023, and ratified by the Board of Supervisors on March 14, 2023, shall continue for another sixty (60) days.
2. During the existence of said local emergency the powers, functions, and duties of the County Administrative Officer or designee, the Public Works, Facilities, and Parks Department, and the Emergency Organization of Monterey County 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.
3. Pursuant to Public Contract Code sections 20134, 22050, and 20395, the County Administrative Officer or designee is hereby authorized to engage independent contractors to complete all necessary work to mitigate the effects of said local emergency. Contract 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.
4. The Director of Emergency Services and the Department of Emergency Management are authorized to request financial assistance from the State of California and Federal Government on behalf of the residents of the Monterey County.
5. The Director of Emergency Services is authorized to execute all necessary contracts to obtain supplies, equipment and such other items found lacking and needed for the protection of life and property and to bind the county for fair value thereof or commandeer for public use as may be required, with approval from the Office of County Counsel, with subsequent ratification by the Board of Supervisors, for agreements under two hundred thousand dollars ($200,000).
6. The County Administrative Officer, or designee, is hereby designated as the authorized representative for public and individual assistance of the County of Monterey for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.
7. The County Administrative Officer, Director of Emergency Services, and County Counsel are authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this resolution.

PASSED AND ADOPTED on this 30th day of January, 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

County of Monterey

Board Report

Legistar File Number: 24-059

Item No.31

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

January 30, 2024

Introduced: 1/23/2024
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Consider approval of supplemental responses to the 2019-2022 Monterey County Civil Grand Jury Report titled "*Monument to a Failed Process: South County Permit PLN 180317"*; and authorize the County Administrative Officer to submit the approved response to the Presiding Judge of the Superior Court, County of Monterey, by January 31, 2024.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve supplemental responses to the 2019-2022 Monterey County Civil Grand Jury Report titled "*Monument to a Failed Process: South County Permit PLN 180317"*; and
b. Authorize the County Administrative Officer to submit the approved response to the Presiding Judge of the Superior Court, County of Monterey, by January 31, 2024.

SUMMARY/DISCUSSION:
The 2019-2022 Monterey County Civil Grand Jury Report titled "*Monument to a Failed Process: South County Permit PLN 180317"* was issued in June 2020. On August 28, 2019, the Board of Supervisors authorized submittal of approved responses to the Presiding Judge of the Superior Court by September 21, 2019.

On December 7, 2023, the County received notification (Attachment A) from the Grand Jury highlighting missing required responses to the subject report. Recommended responses to findings and recommendations outlined in the report are enclosed as Attachment B for the Board's consideration. The Board's approved response should be deemed by the Monterey County Civil Grand Jury and the Judge of the Superior Court, County of Monterey, as the response of the Board of Supervisors to those issues raised by the Civil Grand Jury regarding County operations, except as applicable to elected County officials.

The recommended response is intended to reflect staffs' understanding of Board policy. Should modifications to the recommended responses be warranted, the Board is requested to direct staff to return with those changes at the February 6, 2024, Board of Supervisors meeting.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated responses with the department of Housing and Community Development (formerly under the preceding Resource Management Agency), and Office of the County Counsel. Members of the 2023 - 2024 Monterey County Civil Grand Jury were invited to attend the Board of Supervisors hearing on this matter.

FINANCING:
There are no fiscal impacts to the General Fund with associated with this report.

Prepared by: Karina Bokanovich, Management Analyst III, x5113
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:
Attachment A - Letter from CGJ, dated December 7, 2023
Attachment B - Supplemental response to 2019-2022 Monterey County CGJ Report

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County of Monterey

Board Report

Legistar File Number: 24-059

Item No.

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

January 30, 2024

Introduced: 1/23/2024
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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SUMMARY/DISCUSSION:
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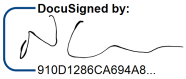
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DocuSign Envelope ID: 21A41C34-5228-4588-8854-97EEE19CFDD5

FINANCING:
There are no fiscal impacts to the General Fund with associated with this report.

Prepared by: Karina Bokanovich, Management Analyst III, x5113
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer



Attachments:
Attachment A - Letter from CGJ, dated December 7, 2023
Attachment B - Supplemental response to 2019-2022 Monterey County CGJ Report

Monterey County Civil Grand Jury

P.O. Box 414
Salinas, CA 93902
Telephone: (831) 883-7553

December 7, 2023

Luis Alejo, Chair & Members of
Monterey County Board of Supervisors
Via email to: COB@co.monterey.ca.us
P.O. Box 1728
Salinas, CA 93902

Re: Required Response to Monterey County Civil Grand Jury's Report titled "Monument to a Failed Process: South County Permit PLN 180317" from 2019-20.

Dear Chair Alejo and Members of the Board,

The Superior Court and the Monterey County Civil Grand Jury have received a partial response to the above-titled report, as required by Section 933(c) of the California Penal Code. The Report and the Board's response can be found on the County's Civil Grand Jury's website.

Responses are missing for the following Findings: F1, F2, F10, F11 and F12.

Responses are missing for the following Recommendations: R4, R5, R8, R9 and R11.

Please submit the missing required responses to the report by no later than January 31, 2024.

Once your report has been received, it will be updated on the Superior Court and Civil Grand Jury websites.

Sincerely,

Christine Lerable

Christine Lerable, Foreperson
2023-24 Monterey County Civil Grand Jury

Cc: Sandra Ontiveros, County Counsel Liaison to Monterey County Civil Grand Jury

California Penal Code §933, subdivision (c) (excerpt, emphasis added)

(c) **No later than 90 days** after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment **within 60 days** to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls.

SUPPLEMENTAL RESPONSE TO FINDINGS/RECOMMENDATIONS

REPORT TITLE: 2018 - 2019 Monterey County Civil Grand Jury Final Report – "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317"
RESPONSE BY: County of Monterey Housing & Community Development
RESPONSE TO: Findings: F1, F2, F10, F11 and F12
Recommendations: R4, R5, R8, R9, and R11

Overview
In 2020, the Board of Supervisors responded to the 2018-2019 Civil Grand Jury Report entitled "Monument to a Failed Process." The Board responses submitted to the Civil Grand Jury in 2020 were missing specific responses to five different Findings and five Recommendations from the Report. In December 2023, the Civil Grand Jury requested responses to those missing Findings and Recommendations. Below are the missing responses.

FINDINGS F1, F2, F10, F11, and F12

F1. The "gap-in-service" nature of this cell tower Use Permit request meant that a facility in some location in this South County area was required to be approved in order to comply with 47 U.S. Code § 332(c)(7)(b)(ii)).

Response to F1 – Agree

F2. The difference between the Board of Supervisors' Resolution 15-043, No.7, April 28, 2015 use of the name "Bradley-Parkfield LUAC" and the Monterey County official Website use of the name "South County LUAC" for the same LUAC, created confusion that contributed to an RMA planner's misunderstanding about the South County LUAC.

Response to F2 – Agree

Explanation: It is not difficult to see how confusion might have been introduced by naming two communities in South County rather than the larger geographic area, but this statement is likely a result of testimony from the planner and a response to this finding would require knowledge of the planner's thoughts. This same confusion has not been an issue for other planners.

F10. RMA Planning's site visit procedures for planners did not adequately account for area and community differences in the County. They also were not formalized. Planner site visits at the time of this application did not require any preorientation to highlight area-specific factors. These shortfalls reduced RMA planners' ability to understand actual conditions, effects, and the significance of the Application on the South County community.

Response to F10 – Disagree

Explanation: The RMA did not have written "site visit procedures." Planners learned from peers and managers on what to look for when on a site visit. All planners have been and continue to be encouraged to physically visit the sites of their projects to get a sense of the project site and its surroundings.

F11. RMA Planners' high work volume, plus the complex nature of processing a cell tower application, also were significant contributing factors to the siting and design of the cell tower in a manner unacceptable to the Bryson Hesperia Community.

Response to F11 – Partially Disagree

Explanation: High work volume and complexity are inherent aspects of planning for the County of Monterey. This may lead to important details getting missed or overlooked generally, but hundreds of projects are processed annually without incident. The significance of the planner's workload on this project is likely a minor contributor to the results.

F12. The wireless communications facility supplemental add-on portions to RMA Planning's land use development application form were out of date. These addons lacked essential, contemporary elements to account for current wireless communications facility types, new FCC application handling requirements, FCC shot clocks, and FCC shot clock tracking/ tolling methods. This increased planner confusion and created a lack of information needed to facilitate planner processing of the Application in a thorough and professional manner.

Response to F12 – Disagree

Explanation: Housing & Community Development ("HCD", formally under the RMA) does not have supplemental application information for wireless communication facilities that are in use. Some old version of the materials may exist but are not in regular use. This has not hindered the review and processing of any other permits including wireless facilities. Standardized and simple application forms are used for many different types of permit applications with HCD. The information necessary to review a project is generated by the planner using adopted rules and regulations. The planner must review the plans, reports, rules, regulations, and do a site visit and create a list of materials required from the applicant to process the permit.

RECOMMENDATIONS R4, R5, R8, R9, and R11

R4. The Board of Supervisors should revise Monterey County Code, to include a set of *Design Guidelines* that empower planners and decision makers to make land use decisions that comply with federal and state regulations, meet applicant needs, yet can still preserve Monterey County's character in rural and suburban environments. Design Guidelines should be both developmental standards and criteria for character and aesthetics. The Design Guidelines should be applicable to both wireless communications facilities and a wide range of other infrastructure developments. The Design Guidelines should augment existing Monterey County code, including Monterey County Code 21.64.310 (Wireless Communication Facilities). (F6) This revision should be completed no later than 24 months after the publication of this report.

Response to R4 – Will be implemented.

Explanation: The County agrees that the Board of Supervisors should consider an amendment to the Monterey County Code to comply with current federal and state regulations and that clear regulations will improve outcomes for the siting and design of communication facilities in the County. This recommendation has been added to the County's long-range work program. Priorities are assigned

annually by the Board of Supervisors on a long list of needed plans and updates. HCD does not have a date for completion of this task, but we will evaluate the priorities for all regulatory update needs annually and assign priorities based on legal, financial, and operational needs.

R5. The RMA Services Manager should develop explicit guidance to ensure public hearing noticing for significant projects in Monterey County's rural environments include other means in addition to those listed in Monterey County Code 21.70.040.A (Public Notice Required). This guidance should identify the appropriate social media and local micro-resources that are active in the rural community where a significant project is planned. (F5) This guidance should be completed and operational no later than 90 days after the publication of this report.

Response to R5 – Implemented

Explanation: In 2020, the RMA adopted new procedures for noticing on large properties and in rural areas. See response F5 in the prior responses provided to the Civil Grand Jury.

R8. The RMA Services Manager should revise the RMA land use request application supplemental add-on for wireless communications facilities. The revision should account for the different types of facilities, the current rules for accepting and correcting incomplete applications, and add provisions to identify and track the appropriate shot clock in the application --as an automated ongoing function. (F12) This guidance should be completed and operational no later than 12 months after the publication of this report.

Response to R8 – This recommendation will not be implemented

Explanation: It is the rules that must be updated not the application form. See Response to F12 above.

R9. The Board of Supervisors should revise Monterey County Code 21.64.310 (Wireless Communication Facilities) to include a provision that permits County staff to secure outside experts, at applicant expense, to support technical considerations or issues attendant to processing of wireless communications facilities when required. (F8, F9) This revision should be completed no later than 24 months after the publication of this report.

Response to R9 – Needs further evaluation

Explanation: The ability to secure outside expertise will be evaluated as part of the overall updates to the wireless communication facility regulations in the Monterey County Code. Questions about the type of services needed, costs, mechanisms for securing outside services, and how this might impact shot clock timelines all need to be reviewed. This recommendation will be evaluated as part of the wireless communication ordinance updates and creation of Design Guidelines. See Response 4 above.

R11. The RMA Services Manager should develop a planners' training and operations standard operating procedure (SOP) for RMA Current Planning division, supplemental to any County or RMA employee handbook. This SOP should articulate (1) required planner and staff tasks and coordination, (2) required standards of performance, (3) division routines and site visit procedures, (4) planner-specific professional knowledge goals, and (5) note funded and optional planner-specific training and professional development opportunities.

(F7, F10,F11) This guidance should be completed and operational no later than 12 months after the publication of this report.

Response to R11 – Will be implemented.

Explanation: RMA, now HCD, have been implementing City Gate recommendations which include developing Standard Operating Procedures (SOP). SOPs for each step of the permit review process have been drafted. The SOPs are not organized as noted in the CGJ recommendation above, but they do address the underlying reasons for the recommendation. A separate SOP for processing wireless communication facility applications will be prepared before the end of the 2024 calendar year.

FINDINGS

F3. The RMA Planning draft resolution and briefing for the Application both inaccurately asserted that (1) South County had no LUAC, and (2) that the Application did not need to be sent to the LUAC for review. These errors denied a required hearing and stifled public voice on design and local considerations for a large, visible project.

Response F3:

Short Response:
Respectfully, the County disagrees partially with this finding. The staff report package did inaccurately assert that (1) South County had no LUAC, and (2) that the Application did not need to be sent to the LUAC for review. As such, the public was not afforded an opportunity to voice concerns via the LUAC, which is a valuable part of the land use permit process. This also means that the LUAC members themselves did not have opportunity to provide comments as part of the process, which would have given the decision maker local perspective to consider during the hearing. The public was able to voice opinions at the duly noticed public hearing at the October 28, 2018 Zoning Administrator, but the opportunity for participation was less than it would have been if the LUAC had taken place.

Additional Discussion:
Board of Supervisors Resolution 15-043 establishes procedures for Land Use Advisory Committees (LUACs) in Monterey County. The purpose of a LUAC is to provide a venue for the local community to provide input on proposed projects. LUACs serve to provide the Appropriate Authority comments and recommendations about the local community's perspective on certain types of projects, especially regarding site design and neighborhood character, which are important factors in the planning process. LUACs also provide a venue for public comment that is closer to the affected community and usually not in the middle of the day, which is beneficial to communities that are farther away from Salinas where the public hearings are held. The Appropriate Authority is where decisions are ultimately made on a project, in this case was the Zoning Administrator (ZA), but the LUAC recommendation plays an important role in the process.

The staff report package incorrectly asserted there was no existence and/or participation of a LUAC for this part of the County. With that in mind, the staff presentation at the public hearing on October 25th, 2018 identified the mistake in an attempt to correct the error. The ZA found that the public hearing on this project was noticed in accordance with Chapter 21.78 Monterey County Code: this project was advertised in a newspaper of general circulation at least 10 days prior to the hearing, members of the community within a 300-foot radius surrounding this tower were informed of the public hearing, and the site was posted with a notice of the hearing. County Code exceeds minimum state regulations for public noticing.

One member of the community was able to attend the ZA hearing and testified about the community's concerns. The ZA, as the decision-maker and former County Planning Director familiar with South County, considered the community issues along with the regulatory requirements for telecommunication facilities in making their decision. There was no appeal of the ZA action.

Although this appeared to be an isolated, individual incident, Planning Management provided training in early 2019 for the entire planning staff to clarify that there is a LUAC for the South County Area, and to remind planners of the type of projects that are to be sent to the LUAC for review. In addition, the Director implemented a Standard Operating Procedure (SOP) of County Code that telecommunication projects require notification of at least 1,500 feet due to their visibility. This SOP was presented to the Board of Supervisors on July 14, 2020.

F4. The Application's one-sentence dismissal of the alternative site, "Unfortunately, due to the mountainous terrain access and road constraints the proposed site was not physically feasible for the construction of the proposed tower" was incorrect. As a result, a constrained and inappropriate site selection was approved.

Response F4:

Short Response:
Respectfully, the County disagrees partially with this finding. Determination of feasibility for a cell site requires multi-faceted analysis, due to the numerous factors that can affect coverage, including staff's experience from past projects. Additional information was not sought by staff, so there is no way to be certain if the applicant's statement about alternative sites was correct or incorrect.

Additional Discussion:
Alternative site analysis is not expressly required by County Code, but Section 21.64.310.H.3 does refer to a list of application submittal requirements established by the Department. The Appropriate Authority must find that the applicant has demonstrated that the subject site is the most adequate for provision of services as required by the FCC (Section 21.64.310.J.2 MCC).

In hind sight, the statement received from the applicant is unclear as to whether the "mountainous terrain" is relevant to the site itself, or the relative location/positioning to surrounding mountains that could pose challenges to wireless signals if it were moved to a location on that large parcel. Additional detail should have been sought by the planner during analysis. It has been generally demonstrated with prior telecommunication projects that mountainous terrain presents limited opportunity for coverage, so alternatives depend on finding willing property owners where the facility can adequately provide service to the *intended coverage area*. However, it should not have been assumed by staff that this was the case without adequate evidence provided by the applicant. It has been the practice of County Planning to request telecommunication applicants demonstrate that an alternative site was not feasible, and that the proposed project is the minimum necessary, *to provide the intended coverage*.

On September 5th, 2019, Planning Management provided training for the all Planning Staff relative to alternative site analysis as part of a site visit to the PLN180317 project site.

F5. The RMA Planning public hearing notices for this project complied with State and County code, but were structurally ineffective in providing the local community with

reasonable awareness of the significant project being proposed for their South County community.

Response F5:

Short Response:
The County agrees with this finding. State Code requires notification by two of three methods (mail, publication, posting), County Code requires notification using all three methods. Notice for this project met the legal requirements. However, cell phone towers are taller than typical projects so the visual impacts can be broader. Subsequently, County updated the policy for noticing public hearings to extend the distribution radius for cell phone tower projects in certain zoning districts.

Additional Discussion:
As stated in the Finding, public noticing for the October 25, 2018 Zoning Administrator hearing was done in full compliance with all state and local regulations. In addition to a newspaper notice and posting the site, local residents and neighbors within 300 feet of the project were directly sent notice of the hearing. One member of the community participated in the October 25, 2018 hearing in person.

Subsequent to approval of this project, and in response to the concerns of the community, County RMA received a referral from District 3 Supervisor to increase the noticing radius for cell towers in the rural areas of the County (Board Referral 2020.07). On July 14, 2020, the Board of Supervisors accepted the Director's Standard Operating Procedure to require a notification by mail within a distance of 1,500-feet of a proposed wireless communication facility (or more if determined necessary by the Chief of Planning) to meet the purpose of public notification in the Farmland, Rural Grazing, Permanent Grazing, Resource Conservation, and Open Space zoning districts.

F6. The approved cell tower failed to meet multiple site and design conditions of MCC 21.64.310 including:
E.2 (has local citizen input on impact and alternative sites),
H.1a (preserve visual character, aesthetic value of parcel and surrounding land),
H.1c (not sited to create clutter & negatively affect specific views),
H.1d (designed to minimize visual impact),
H.1e (screened from any public viewing areas),
H.2d (designed to mitigate potentially significant adverse visual impacts), and
J.3 (complies with all applicable requirements of 21.64.310).

As a result of these multiple failures, this application did not meet a required finding for Use Permits as listed in MCC 21.74.050.B.1 (will not be…detrimental or injurious to property and improvement in the neighborhood.) and should not have been approved.

Response F6:

Short Response:
Respectfully, the County disagrees fully with this finding. Conclusions drawn by the CGJ Report in this finding was based on a portion of language in the code. The Zoning Administrator, as the decision-making authority by Code, held a public hearing and considered the testimony. Based on their independent judgement, the Zoning Administrator determined that the project met the required findings. There was no appeal filed contesting this determination.

Additional Discussion:
Section 21.64.310.E reflects a finding that defers decision making from the State to local government as a basis for adopting the ordinance establishing Chapter 21.64.310 into the Monterey County Code (MCC), and is not part of the decision-making process for projects. While it recognizes local governments *and* citizens are in a better position than the Public Utilities Commission (PUC) of the State of California to recognize impacts, it goes on to defer authority to the local government to regulate the location and design of cell sites. LUACs are a very important part of that process, but were established by the local government to provide input from the local community to the ultimate decision-maker.

Section 21.64.301.H MCC includes General Development Standards. Many of these Development Standards have additional qualifying language stating, "to the maximum extent feasible". For example, Section 21.64.310.H.1.e states in whole that: *"Wireless communications facilities shall be screened from any public viewing areas* ***to the maximum extent feasible*** [Emphasis added]*."* As such, a conclusion drawn about the project approval needs to be based on the entire language of the code, which is less exclusive than what is identified in the CGJ Finding.

Ultimately the Zoning Administrator, the Appropriate Authority in this case,
determined that these *General* Development Standards were met to the maximum extent feasible based on their independent judgement and review of the project application materials. County Code affords an aggrieved party an avenue to appeal the ZA decision to the Board of Supervisors to exhaust Administrative Remedies if said party feels that the findings were not supported by the evidence. No appeal of the ZA action was filed.

F7. RMA planners were not diligent or accurate in how they determined, validated, and used certain facts, descriptive information, and technical data in the Application. This damaged the credibility of the Application and undermined local trust in the competence and the fairness of RMA Planning.

Response F7:

Short Response:
The County agrees with this finding. This incident, which appears to have been an isolated case, was an unfortunate circumstance of protocols not being followed during the review phase of this project.

Additional Discussion:
Planners are empowered to make initial assessment of LUAC applicability. However, the protocol is for there to be review by the Planning Manager and/or Chief of Planning, especially where there is any question or potential for local controversy. This looks as if it was an isolated incident of staff not following the protocol.

County recognizes that the specific project planner for this case should have been more thorough in review of the application materials, and routed them to the South County LUAC for review. In addition, Planning Managers/Chief should have been more diligent in their oversight of this case and caught the error earlier in the process.

As noted in prior responses, actions have taken place since this project was approved in an attempt to prevent the same mistakes from happening in the future. The entire planning staff has been trained on

these actions. The Standard Operating Procedures (SOPs) for LUAC review are being updated to be clear on roles and responsibilities with specifically requiring review by the Manager/Chief prior to routing applications (related to both process and completeness).

F8. RMA Planning staff's limited expertise in wireless communications facilities' policies, regulations, and rules, plus RMA planner confusion on the applicability of County standards for aesthetics and visual character, were contributing factors to the siting and design of the cell tower in a manner unacceptable to the Bryson Hesperia Community.

Response F8:

Short Response:
Respectfully, the County disagrees partially with this finding. A project planner failed to understand the policies and regulations related to cell towers and County standards, which contributed to the series of events covered in this report. However, specific expertise in wireless communication facilities is not required or expected of staff.

Additional Discussion:
Planning does not require being an expert in any area, but does require knowledge and appropriate application of the policies and regulations. As noted in prior responses, the belief is that this stems more from an isolated incident of staff not following the protocol rather than a systemic issue. Training has been administered to the entire planning staff with respect to cell towers and the level of analysis that should be undertaken regarding site selection, visual impacts, County wireless regulations, and when projects should be referred to a LUAC. This includes planning staff being taken on September 5, 2019 as a group for a site visit down to the project site for PLN180317, with the tower in place, to discuss the analysis in the staff report and the findings in the resolution.

Multiple periodic trainings have also been conducted with staff at general staff meetings since this project was approved on relevant topics such as site selection, alternative analysis, LUAC procedures, FCC shot clocks, and the overall application review process. Planning managers also stayed in contact with key members of the community after the project approval to answer questions and provide information from the applicant when possible, including a post-operational RF-EME survey.

F9. Monterey County wireless communications code (MCC Section 21.64.310) lacks provisions to permit staff to secure outside experts, at applicant expense, when needed. This code omission limited planner resources and flexibility to overcome the technical challenges with this application. It reduced RMA Planning staff's ability to process the Application in a thorough, professional manner.

Response F9:

Short Response:
Respectfully, the County disagrees fully with this finding. Although there are no specific provisions with respect to securing outside experts. County code does not prohibit staff from requesting assistance from outside experts, and in some sections actually gives staff the ability to require additional information if it determined to be needed.

Additional Discussion:

MCC Section 21.64.310 does not have language that requires use of outside experts; however, it also does not preclude use of outside experts where/when needed. There are sections of the code that could be used to require an applicant to provide additional information. For example, MCC Section 21.64.310.G.1.g states that as part of registration package, in addition to the specific items listed, the county can require: *"Such other information as the Director of Planning may reasonably require"*. Additionally, during environmental review the California Environmental Quality Act (CEQA) allows for planning to require additional information that may not have been part of the original application submittal to determine the level of significance of potential impacts.

Technical reports are provided by experts hired by the applicant, subject to review by staff. If staff questions the information submitted, there is the ability to request clarification by the applicant's technical expert, or require the applicant to pay for a peer review (consultant hired by County with cost paid by applicant). RMA retains lists of qualified consultants to utilize as needed. In this specific case, staff determined that a peer review was not required.

F13. RMA Planning managers displayed a high degree of internal responsiveness in reaction to the August 28, 2019 meeting in South County about the cell tower. Their subsequent actions were not visible to the community, but represented a quiet, positive example of professional and effective responsiveness to the community's concerns.

Response F13:

Short Response:
The County agrees with this finding. Management took this incident seriously and has looked for ways to coach staff based on the lessons learned.

Additional Discussion:
RMA appreciates CGJ recognition of RMA efforts. We use cases like this to teach planners so we can try to prevent a similar situation from happening in the future. The Board of Supervisors commissioned a report of the RMA by Citygate Associates, LLC. This report was completed July 22, 2020 and accepted by the Board on July 28, 2020. Recommendations provided in Citygate's report are directed at use of LUACs and building community trust.

R1. The RMA Services Manager should review and improve the RMA Current Planning division's work practices for RMA planners and Planning managers. Critical thinking, attention to detail, and higher professional standards must be imbued into the RMA Planning process. When County Code directs higher levels of decision making, RMA Planning should require assigning higher level, more experienced planners and higher-level supervisors to prepare and review those applications.

Response R1:

Short Response:
The County will be implementing this recommendation with minor modifications in the near future. The suggestion to assign higher level staff to specific projects may not always be practicable given the availability of experienced planners at a given time, and the desire for more junior planners to gain valuable experience. However, there needs to be adequate check and balance to avoid individual errors like this.

Additional Discussion:
One way to develop professional planners is by doing, and we cannot simply load up more experienced planners. The County is currently recruiting to fill up to 8 vacant planning positions, which is nearly 50% of the approved positions for the department. The level of experience in the planning department is directly tied to the level of staff when they come on board and the amount of time they have been able to learn through doing while employed with the County. Less experienced planners require more supervision and management when they are provided a more complex matter.

The Board of Supervisors commissioned a report of the RMA by Citygate Associates, LLC. This report was completed July 22, 2020 and accepted by the Board on July 28, 2020. This recommendation by the CGJ is addressed through recommendations provided in Citygate's report.
Training has been administered to the planning staff to reiterate the standards for project review. Staff has also been directed to bring more complex projects to a weekly "scoping" meeting, where the entire planning staff, including managers, review and discuss project applications early in the process to identify potential issues and decide on direction.

R2. The Director of RMA should investigate whether the erroneous description of PLN 180317 alternative site's conditions, as provided to RMA Planning in support of that application, constituted "false material information," as the term is used in Monterey County Code 21.70.070 (Revocation). Director RMA should then determine if action in accordance with that code is appropriate or necessary for PLN 180317. (F4) This investigation and determination should be completed no later than 90 days after the publication of this report.

Response R2:

Short Response:
This recommendation has been implemented, and based on the facts of this specific case, the Director of RMA has determined that revocation does not meet the criteria established by County Code.

Additional Discussion
It appears, based on the facts, that this was not "False Material Information", but rather staff's interpretation of information submitted (right or wrong). Arguably, staff should have requested that additional material was provided; however, the information provided was not falsely presented. Therefore, revocation of the permit does not appear to be warranted in this case. Staff presented all of the information to the Appropriate Authority (Zoning Administrator) to make their decision, and there was no appeal of an aggrieved party. (Also see response F4)

R3. The Board of Supervisors should revise the Resolution that establishes and provides guidance to the County Land Use Advisory Committees (LUAC), the "LUAC Guidelines," to update Exhibit B. Stop using the "Bradley-Parkfield" LUAC name and start using the "South County" LUAC name. This will accurately reflect the change that was made to that LUAC in August 2008 and implemented in January 2009. (F2, F3) This revision should be completed no later than six months after the publication of this report.

Response R3:

Short Response:
The County will be implementing this recommendation in the near future.

Additional Discussion:
Exhibit B of the LUAC Procedures clearly identifies that the Bradley-Parkfield LUAC covers the entire South County planning area (Area Plan). Given past practices by other planners., it is clear that there is not systemic confusion with respect to the naming of the South County LUAC, and the issue of not knowing there was a South County LUAC seems to be an individual occurrence rather than one that is recurring. However, County agrees to amending the LUAC Procedures (Exhibit B) to change the name of this LUAC from "Bradley-Parkfield" to "South County".

The Board of Supervisors commissioned a report of the RMA by Citygate Associates, LLC. This report was completed July 22, 2020 and accepted by the Board on July 28, 2020. This recommendation by the CGJ is addressed through recommendations provided in Citygate's report. County will follow timelines established in the Citygate report.

R6. The Board of Supervisors should revise Monterey County Code 21.70.040.A (Public Notice Required) to include the following provision from California Government Code Section 65091(A)(5)(c): "In addition to the notice required by this section, a local agency may give notice of the hearing in any other manner it deems necessary or desirable." (F5) This revision should be completed no later than 24 months after the publication of this report. investigation and determination should be completed no later than 90 days after the publication of this report.

Response R6:

Short Response:
The County has implemented this recommendation with a slight modification since County Code did not need to be amended to accomplish the desired outcome.

Additional Discussion:
This is a very good suggestion by the CGJ, and fortunately County Code did not require amending to achieve this goal. On July 14, 2020 The Board of Supervisors accepted the Director's Standard Operating Procedure (SOP) to require a notification by mail within a distance of 1,500-feet of a proposed wireless communication facility (or more if determined necessary by the Chief of Planning) to meet the purpose of public notification in the Farmland, Rural Grazing, Permanent Grazing, Resource Conservation, and Open Space zoning districts. This modification to the County SOP for noticing of wireless facilities will help to ensure that more people who may be affected by these projects will be made aware of them in the future.

R7. The RMA Services Manager should develop explicit guidance to encourage and support applicant-sponsored town halls or orientations for rural communities where significant projects are planned. These events should be in advance of, or early into the application process. (F5) This guidance should be completed and operational no later than 60 days after the publication of this report.

Response R7:

Short Response:
The County will be implementing this recommendation in the near future with a minor modification based on recommendations in the Citygate report.

Additional Discussion:
The Board of Supervisors commissioned a report of the RMA by Citygate Associates, LLC. This report was completed July 22, 2020 and accepted by the Board on July 28, 2020. This recommendation by the CGJ is addressed through recommendations provided in Citygate's report. Citygate has put forward recommendations that will enhance public involvement fort land use decisions, and work towards rebuilding trust with the communities throughout Monterey County. The County will follow timelines established in the Citygate report.

R10. The Board of Supervisors should revise Monterey County Code 21.64.310 (Wireless Communication Facilities) to include a provision that requires a post-operational RF-EME survey to be conducted by a certified RF engineer selected by the County but at applicant expense, when any wireless communications facility first becomes operational or has its Use Permit renewed. (F8, F9) This revision should be completed no later than 24 months after the publication of this report.

Response R10:

Short Response:
It is not warranted for the County to implement this recommendation since the Planning standard conditions of approval for wireless facilities already include provisions for obtaining these reports from the applicant.

Additional Discussion:

Staff agrees that obtaining these post-operational reports for wireless facilities and making them available to the public is important. County practice is for all wireless facility projects processed by the County to include a standard condition of approval which states: *"Prior to commencement of use and on an on-going basis, the Owner/Applicant shall submit documentation demonstrating compliance with the FCC emission standards to the Director of RMA-Planning for review and approval."* This language gives the Chief of Planning authority to request the post-operational RF-EME survey, which is a public record available upon request. This condition was included with PLN180317 as part of the standard procedure. Inclusion of this condition allowed staff to obtain a post-operational survey for this project, which was subsequently shared with interested members of the public.

Introduced: 1/18/2024

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

a. Accept as complete improvements specified in the Certificate of Occupancy for the East Garrison Phase Two Rental Affordable Housing Project. Improvements, consisting of 65 very-low and low-income affordable housing units, were constructed by the Community Housing Improvement Systems and Planning Associates (CHISPA) at 21131 Ord Avenue East Garrison;
b. Acknowledge that the Successor Agency to the Redevelopment Agency for the County of Monterey accepts that the obligations of the Completion Guarantee by Casa Acquisition Corp. for East Garrison Phase 2 have been met and approves the release of the associated bond (Bond No. 2282539) to Casa Acquisition Corp.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Accept as complete improvements specified in the Certificate of Occupancy for the East Garrison Phase Two Rental Affordable Housing Project. Improvements, consisting of 65 very-low and low-income affordable housing units, were constructed by the Community Housing Improvement Systems and Planning Associates (CHISPA) at 21131 Ord Avenue East Garrison;
b. Acknowledge that the Successor Agency to the Redevelopment Agency for the County of Monterey accepts that the obligations of the Completion Guarantee by Casa Acquisition Corp. for East Garrison Phase 2 have been met and approves the release of the associated bond (Bond No. 2282539) to Casa Acquisition Corp.

SUMMARY:

In consideration of the East Garrison project, the County and the developer entered into a Disposition and Development Agreement (DDA). The DDA, among other things, requires that the developer construct 196 residential units that would be available for rent to people or families of “very low income” and/or “low income”. Affordable rental housing units are to be built in each of the three phases of residential construction. The Phase One Affordable Housing Project was completed July 2013 and included construction of 66 units. The Phase Two Affordable Housing Project included 65 affordable apartment units to be constructed by a non-profit developer, Community Housing Improvement Systems and Planning Associates (CHISPA). The Phase 3 Affordable Housing Project (another 65 units) has not commenced.

On 9 July 2019, the Board of Supervisors acknowledged that the Agency would accept a completion Guarantee with Casa Acquisition Corp. a Delaware Corporation (Casa), a parent of United Communities Partnership (UCP), and authorized the Chair to execute the acknowledgement (Board Res: 19-0536). On July 27, 2019, Casa Acquisition Corp., and the Agency entered into a Completion

Guarantee for this Project (Guarantee) requiring UCP (via Casa) to guarantee the completion of the Project by March 31, 2025. Pursuant to the Guarantee, UCP (via Casa) delivered to the Agency a $17,500,000 surety performance bond to secure completion (SARDA RES 19-004).

Under the terms of the Guarantee for the Project, UCP (via Casa) is deemed to have fulfilled the requirements of its bond evidenced with the issuance of a "certificate of occupancy" for each of the completed buildings. Staff recommends the Board accept as complete the Project, deem the obligations under the Guarantee have been satisfied in full and approve the release of the bond.

DISCUSSION:
The DDA required as part of the construction of the 1,400 residential units, that 6% of all units must be affordable to "very low income" persons and families, and 8% must be available to "low income" persons and families, in the form of Rental Affordable Housing for a total of 196 affordable apartment units.

On January 16, 2007, the Master Developer and Community Housing Improvement Systems and Planning Associates (CHISPA) entered into a Memorandum of Agreement (MOA), in which the Master Developer designated CHISPA as the Project Developer for 65 units of very low and low-income affordable apartments plus one unrestricted manager's unit. Pursuant to the MOA, UCP and CHISPA agreed to enter into a purchase agreement for CHISPA to purchase the Phase Two Apartment parcels and develop the Project. UCP and CHISPA subsequently entered into an Agreement for Purchase and Sale of Real Property and Escrow Instructions dated February 17, 2020. This Agreement included an option for UCP to repurchase the apartment parcels if, among other things, CHISPA failed to meet any of the deadlines for construction.

In early 2019 CHISPA was awarded a tax credit reservation to meet the requirements of being a non-profit developer. However, it was still working through some of the other requirements to acquire, construct and own the Phase Two Affordable Units as well as to secure the associated financing. To enable the continued building and sale of market rate units in light of the affordable housing funding challenges, UCP requested that the County and the Successor Agency accept a guarantee by Casa Acquisition Corporation to complete the Phase 2 very low and low-income rental affordable housing units by March 31, 2025 (Attachment 1). The Board of Supervisors, acting as the Board to the Successor Agency approved this request (Attachment 2) and accepted receipt of the bond on July 25, 2022 (Attachment 3). The Board of Supervisors, acting on behalf of the County, also acknowledged the Guarantee (Attachment 4).

In November 2023, CHISPA approached the County to finalize the Certificates of Occupancy relating to the construction at 21131 Ord Avenue East Garrison. These Certificates were finalized by the County on November 20, 2023 (Attachment 5). Noting that the obligations of the Guarantee have been satisfied, a separate Board Report at this meeting will be put to the Board of Supervisors, acting as Board of Directors to the Successor Agency, asking them to approve the repayment of the associated bond.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed the Completion Guarantee, the bond release request and

the Certificates of Occupancy and has approved this acknowledgement as to form.

FINANCING:
Staff time to finalize this bond release request to the Board is funded as part of the Housing and Community Development Department Approved Fiscal Year 2023-24 budget, Appropriation Unit HCD010, Fund 406. The DDA obligates the (now) Successor Agency to use tax revenues ("tax increment") generated from the East Garrison project to provide financial assistance for affordable housing. The total Agency obligation for Phase Two affordable apartments was $6,051,106 as of November 30, 2021. The Successor Agency has reimbursed CHISPA for the majority of its construction costs ($6,050,973.17) by June 2023, and is processing final reimbursement and release of the 5% of withheld funds to CHISPA ($302,548.66) to complete the Agency's financial obligation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Completion Guarantee for the East Garrison Phase Two Rental Affordable Housing Project supports the Board of Supervisors' Strategic Initiatives for Economic Development, Infrastructure, and Health and Human Services. The completion of the CHISPA Project provides 65 units of very low and low-income affordable housing apartments plus one unrestricted manager's unit for East Garrison Phase Two development.

X Economic Development
__ Administration
X Health & Human Services
X Infrastructure
__Public Safety

Prepared by: Damian Bye, Management Analyst II, 831 755-5141
Reviewed by: Melanie Beretti, AICP, Acting Chief of Planning
Approved by: Craig Spencer, Acting HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Completion Guarantee for Phase 2 Agreement
Attachment 2 - SARDA Board Order - Approval of the Completion Guarantee by Casa Acquisition Corp.
Attachment 3 - Performance Bond 2282539
Attachment 4 - Board Order - Acknowledgement of the Completion Guarantee by Casa Acquisition Corp.
Attachment 5 - Certificates of Occupancy for 21131 Ord Avenue East Garrison

Introduced: 1/18/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Accept as complete improvements specified in the Certificate of Occupancy for the East Garrison Phase Two Rental Affordable Housing Project. Improvements, consisting of 65 very-low and low-income affordable housing units, were constructed by the Community Housing Improvement Systems and Planning Associates (CHISPA) at 21131 Ord Avenue East Garrison;
b. Acknowledge that the Successor Agency to the Redevelopment Agency for the County of Monterey accepts that the obligations of the Completion Guarantee by Casa Acquisition Corp. for East Garrison Phase 2 have been met and approves the release of the associated bond (Bond No. 2282539) to Casa Acquisition Corp.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Accept as complete improvements specified in the Certificate of Occupancy for the East Garrison Phase Two Rental Affordable Housing Project. Improvements, consisting of 65 very-low and low-income affordable housing units, were constructed by the Community Housing Improvement Systems and Planning Associates (CHISPA) at 21131 Ord Avenue East Garrison;
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SUMMARY:
In consideration of the East Garrison project, the County and the developer entered into a Disposition and Development Agreement (DDA). The DDA, among other things, requires that the developer construct 196 residential units that would be available for rent to people or families of “very low income” and/or “low income”. Affordable rental housing units are to be built in each of the three phases of residential construction. The Phase One Affordable Housing Project was completed July 2013 and included construction of 66 units. The Phase Two Affordable Housing Project included 65 affordable apartment units to be constructed by a non-profit developer, Community Housing Improvement Systems and Planning Associates (CHISPA). The Phase 3 Affordable Housing Project (another 65 units) has not commenced.

On 9 July 2019, the Board of Supervisors acknowledged that the Agency would accept a completion Guarantee with Casa Acquisition Corp. a Delaware Corporation (Casa), a parent of United Communities Partnership (UCP), and authorized the Chair to execute the acknowledgement (Board Res: 19-0536). On July 27, 2019, Casa Acquisition Corp., and the Agency entered into a Completion Guarantee for this Project (Guarantee) requiring UCP (via Casa) to guarantee the completion of the

Project by March 31, 2025. Pursuant to the Guarantee, UCP (via Casa) delivered to the Agency a $17,500,000 surety performance bond to secure completion (SARDA RES 19-004).

Under the terms of the Guarantee for the Project, UCP (via Casa) is deemed to have fulfilled the requirements of its bond evidenced with the issuance of a "certificate of occupancy" for each of the completed buildings. Staff recommends the Board accept as complete the Project, deem the obligations under the Guarantee have been satisfied in full and approve the release of the bond.

DISCUSSION:
The DDA required as part of the construction of the 1,400 residential units, that 6% of all units must be affordable to "very low income" persons and families, and 8% must be available to "low income" persons and families, in the form of Rental Affordable Housing for a total of 196 affordable apartment units.

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OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed the Completion Guarantee, the bond release request and the Certificates of Occupancy and has approved this acknowledgement as to form.

FINANCING:
Staff time to finalize this bond release request to the Board is funded as part of the Housing and Community Development Department Approved Fiscal Year 2023-24 budget, Appropriation Unit HCD010, Fund 406. The DDA obligates the (now) Successor Agency to use tax revenues ("tax increment") generated from the East Garrison project to provide financial assistance for affordable housing. The total Agency obligation for Phase Two affordable apartments was $6,051,106 as of November 30, 2021. The Successor Agency has reimbursed CHISPA for the majority of its construction costs ($6,050,973.17) by June 2023, and is processing final reimbursement and release of the 5% of withheld funds to CHISPA ($302,548.66) to complete the Agency's financial obligation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Completion Guarantee for the East Garrison Phase Two Rental Affordable Housing Project supports the Board of Supervisors' Strategic Initiatives for Economic Development, Infrastructure, and Health and Human Services. The completion of the CHISPA Project provides 65 units of very low and low-income affordable housing apartments plus one unrestricted manager's unit for East Garrison Phase Two development.

X Economic Development
__ Administration
X Health & Human Services
X Infrastructure
__Public Safety

Prepared by: Damian Bye, Management Analyst II, 831 755-5141
Reviewed by: Melanie Beretti, AICP, Acting Chief of Planning
Approved by: Craig Spencer, Acting HCD Director DS CS

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Completion Guarantee for Phase 2 Agreement
Attachment 2 - SARDA Board Order - Approval of the Completion Guarantee by Casa Acquisition Corp.
Attachment 3 - Performance Bond 2282539
Attachment 4 - Board Order - Acknowledgement of the Completion Guarantee by Casa Acquisition Corp.
Attachment 5 - Certificates of Occupancy for 21131 Ord Avenue East Garrison

Attachment 1

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COMPLETION GUARANTY
FOR PHASE TWO

THIS PHASE TWO COMPLETION GUARANTY ("Phase Two Guaranty"), dated as of _____, 2019, is hereby given by CASA ACQUISITION CORP., a Delaware corporation ("Obligor"), to the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY (the "Agency"), with respect to the following facts:

RECITALS:

A. East Garrison Partners I, LLC, a California limited liability company ("Original Developer") has entered into that certain Disposition and Development Agreement (Together with Exclusive Negotiation Rights to Certain Property) dated October 4, 2005 (the "DDA"), between Original Developer and the Agency, and approved by the County of Monterey (the "County"). Unless otherwise defined in this Phase Two Guaranty, capitalized terms shall have the same meanings as set forth in the DDA.

B. On September 8, 2009, UCP East Garrison, LLC ("Developer") acquired fee title to the East Garrison project that was subject to the DDA, and consequently assumed certain rights, interests and requirements under the DDA.

C. Section 108 of the DDA and Attachment No.3 thereto provides for the construction of certain deed-restricted affordable housing units in each of three Phases of the Project. Very low and low income rental inclusionary housing units, which constitute a portion of such deed-restricted affordable housing units, are to be developed and constructed in each Phase by a qualified tax credit entity selected by Developer with the reasonable approval of the Agency (a "Rental Affordable Housing Developer") pursuant to an Inclusionary Housing Agreement (Rental Units) approved by the County, the Agency and Developer and entered into with Developer and assigned to and assumed by the Rental Affordable Housing Developer.

D. The DDA further provides that if, notwithstanding its best efforts, a Rental Affordable Housing Developer does not secure timely financing for, or experiences construction delays or other Enforced Delays in, the construction of any of the very low and/or low income rental inclusionary housing units to be developed in a Phase by such Rental Affordable Housing Developer, or is in default under the terms of the assignment agreement entered into between Developer and such Rental Affordable Housing Developer (the "Assignment") or is otherwise in default with respect to such very low and/or low income rental inclusionary housing units to be developed by such Rental Affordable Housing Developer such that there could be a withholding of building permits and/or certificates of occupancy for market rate housing units in the Project under Attachment No.3 of the DDA (each a "Triggering Event"), Obligor shall have the option, exercisable in its sole discretion, to execute and deliver a Completion Guaranty with respect to such very low and/or low income rental inclusionary housing units in such Phase, and, if Obligor elects to execute and deliver this Phase Two Guaranty, the Agency shall waive, without further condition, compliance with the conditions set forth in Attachment No. 3 to the DDA for the issuance of building permits and certificates of occupancy for market rate units in the Project to the extent such conditions relate to the very low and/or low income rental inclusionary housing units to be developed in Phase Two (collectively, the "Phase Two Metering Requirements") and the Agency and the County shall continue to issue building permits and certificates of occupancy for the market rate units in the Project without regard to the Phase Two Metering Requirements.

E. Obligor is a related party to Developer and will receive a direct and substantive benefit from consummation of the provisions of the DDA and from the development and

construction of the very low and low income rental inclusionary housing units in the Project.

F. The Original Developer entered into Memorandum of Agreement for Phase Two dated as of June 20, 2007 (the "Phase Two MOA"), a copy of which agreement is set forth on Exhibit "A" attached hereto. Community Housing Improvement Systems and Planning Associates, Inc., a Rental Affordable Housing Developer (the "Phase Two Affordable Builder") has agreed to assume by Assignment the obligations of Developer under the Phase Two MOA, pursuant to which the Phase Two Affordable Builder has agreed to construct certain very low and/or low income rental inclusionary housing units in Phase Two (the "Phase Two Guaranteed Units"). A Triggering Event has occurred because notwithstanding its best efforts to do so, the Phase Two Affordable Builder has been unable to secure timely financing.

G. In consideration of the Agency's waiver of compliance with the Phase Two Metering Requirements as a condition to the continued issuance by the County and the Agency of building permits and certificates of occupancy for the market rate units, to which the Agency and the County hereby agree as evidenced by their approval of this Phase Two Guaranty, Obligor has elected to execute and deliver this Phase Two Guaranty to the Agency. Obligor acknowledges that Agency would not waive such conditions but for this Phase Two Guaranty.

H. In implementation of the Redevelopment Plan for the Fort Ord Redevelopment Project Area and to facilitate the planning and implementation of development of the East Garrison and Park Flats areas, the County consented to the terms of the DDA between the Redevelopment Agency of the County of Monterey and Original Developer and agreed to: 1) cooperate with the Redevelopment Agency and the Original Developer; 2) to consider and act upon, in a timely and good faith manner, the matters submitted to it by the Redevelopment Agency and the Original Developer; 3) undertake, in timely and good faith manner, subject to applicable legal requirements, those obligations, responsibilities and actions required of the County under and in furtherance of the DDA and to satisfy the conditions precedent to the conveyance of the Site to the Original Developer pursuant to the DDA, provided that nothing in the DDA shall constrain or limit the County in the lawful exercise of its discretion in accordance with CEQA and its regulatory responsibilities; and 4) be bound by and comply with the terms of the DDA, to the extent expressly required under the DDA, including but not limited to Section 310 and the Financial Terms (Attachment No. 4 of the DDA, in the implementation of the Development Agreement and Development Approvals (as defined in the DDA.)

I. The County has adopted an Inclusionary Housing Ordinance, Monterey County Code Chapter 18.40 ("Chapter 18.40"). In approving the DDA County found that the provisions of the DDA comply with, and provide more affordable and workforce housing on the East Garrison Project site than is required under Chapter 18.40, with certain modifications approved by the County to be consistent with the requirements of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.)("CRL") Such modifications are set forth in Appendix No. 1 to the Inclusionary Housing Agreement entered into by the Redevelopment Agency of the County of Monterey and East Garrison Partners I, LLC, on June 20, 2007. County has delegated to the Agency the authority and responsibility to administer and enforce, in accordance with the terms of the DDA and the County's inclusionary housing requirements contained in Chapter 18.40 of the Administrative Manual adopted pursuant thereto, as modified to be consistent with the requirements of the CRL.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions set forth below, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligor hereby agrees as follows:

1. Bond. Within fifteen (15) days after the mutual execution of this Agreement, Obligor shall furnish to the Agency a surety performance bond in the amount of **$17,500,000.00** (the "Bond"), as security for the faithful performance of the construction, equipment and completion (with such completion to be evidenced by a certificate of occupancy) and payment for the Phase Two Guaranteed Units and performance of all other obligations of Developer under the Phase Two Inclusionary Housing Agreement (Rental Units) (collectively, the ""Completion Obligations") by no later than March 31, 2025 (the "Completion Date"). As used herein, the term "market rate residential unit" does not include the units in the Town Center, the income-restricted moderate income residential units or the Workforce II Housing units. Such Bond shall be in the form prescribed by Sections 66499.1 and 66499.2, respectively, of the Government Code, and be in a form approved by the Agency. The Bond shall be issued by a surety duly authorized to do business in the State of California. Obligor shall maintain the Bond until the Completion Obligations are satisfied, but shall have the right to replace it with another bond, provided the replacement Bond is approved by the Agency in advance. Upon filing of the replacement Bond, the original Bond may be released. To the extent Obligor incurs any costs in performing under this Phase Two Guaranty, the amount of any and all such costs shall be deemed Project Costs for purposes of calculating the Developer's Target IRR (as defined in Section A.3.b. of Attachment No. 4 to the DDA). Subject to approval by the Board of Directors for the Agency the Bond shall be released upon satisfaction of the Obligation (as evidenced by a certificate of occupancy).

2. Waivers by Obligor.

(a) Obligor waives any right to require the Agency to: (i) proceed first against the Phase Two Affordable Builder or Developer before drawing upon the Bond; (ii) proceed against or exhaust any other security, if any, for the obligations of the Phase Two Affordable Builder or Developer under the Phase Two MOA or the obligations of Obligor hereunder; or (iii) pursue any other remedy in the Agency's power whatsoever. Obligor waives any defense arising by reason of any act or omission of the Agency, the County, or others which directly or indirectly results in or aids the discharge or release of the Phase Two Affordable Builder or Developer or any indebtedness or obligation or any security therefor by operation of law or otherwise.

(b) Obligor further waives any duty on the part of the Agency to disclose to Obligor any facts the Agency may now have or hereafter acquire concerning the Phase Two Affordable Builder or the Developer, regardless of whether the Agency has reason to believe that any such facts materially increase the risk beyond which Obligor has contemplated in providing the Bond or has reason to believe that such facts are unknown to Obligor or has a reasonable opportunity to communicate such facts to Obligor, it being understood and agreed that Obligor is fully responsible for being and keeping informed of the financial condition of the Phase Two Affordable Builder and the Developer and of all circumstances bearing on the obligations of Obligor under this Phase Two Guaranty.

(c) With respect to the Agency's rights to enforce Obligor's obligations hereunder to deliver, maintain and allow Agency to draw upon the Bond, and any other obligations set forth herein, Obligor waives: (i) any defense based upon any legal disability or other defense of the Phase Two Affordable Builder or Developer, any other guarantor or other person, or by reason of the cessation or limitation of the liability of the Phase Two Affordable Builder or Developer from any cause other than full payment and performance of the Guaranteed Obligations; (ii) any defense based upon any lack of authority of the officers, directors, partners or agents acting or purporting to act on behalf of the Phase Two Affordable Builder or the Developer or any principal of the Phase Two Affordable Builder or the Developer or any defect in the formation of the Phase Two Affordable Builder or the Developer or any principal of the Phase Two Affordable Builder or the Developer; (iii) any and all rights

and defenses arising out of an election of remedies by Agency, even though that election of remedies has destroyed Obligor's rights of subrogation and reimbursement against the principal; (iv) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal; (v)

(d) Obligor acknowledges and agrees that the obligations of Guarantor under this Phase Two Guaranty to the Agency are separate and independent from any obligations of the Phase Two Affordable Builder or the Developer under the Phase Two MOA, and Agency and County acknowledge and agree that this Phase Two Guaranty and the obligations of Obligor hereunder are not intended to be and are not secured by any deed of trust or other security agreement.

3. No Release. Once this Phase Two Guaranty has become effective, and until such time as the Obligations are satisfied in full, Obligor shall not be released by any act or thing which might, but for this paragraph, be deemed a legal or equitable discharge of a surety (including any act by the Agency or the County which might have the effect of destroying Obligor's rights of subrogation against the Phase Two Affordable Builder or Developer), or by reason of any waiver, extension, modification, forbearance or delay of the Agency or the County or its failure to proceed promptly or otherwise, and Obligor hereby expressly waives and surrenders any defense to its liability under this Phase Two Guaranty based upon any of the foregoing acts, things, agreements or waivers.

4. Representations and Warranties. Obligor hereby makes the following representations and warranties to the Agency as of the date of this Phase Two Guaranty:

(a) Authorization and Validation. The execution, delivery and performance by Obligor of this Phase Two Guaranty (i) is within the powers of Obligor, (ii) has received all necessary authorizations and approvals on behalf of Obligor, (iii) has received all necessary governmental approvals, and (iv) will not violate any provisions of law, any order of any court or other agency of government, or any indenture, agreement or any other instrument to which Obligor is a party or by which Obligor or any of its property is bound, or be in conflict with, result in any material breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance upon any of its property or assets, except as contemplated by the provisions of this Phase Two Guaranty. Obligor further warrants and acknowledges that there are no conditions precedent to the effectiveness of this Phase Two Guaranty.

(b) No Defaults. Obligor is not (i) a party to any agreement or instrument that will materially interfere with its performance under this Phase Two Guaranty, or (ii) in default in the performance, observance or fulfillment of any of the material obligations, covenants or conditions set forth in any agreement or instrument to which it is a party.

(c) Compliance. Obligor has examined and is familiar with all conditions, restrictions, reservations and zoning ordinances affecting the Phase Two Guaranteed Units, and understand that the Phase Two Guaranteed Units must in all material respects conform to and comply with all of the requirements of said conditions, restrictions, reservations and zoning ordinances and all construction of the Phase Two Guaranteed Units must in all material respects

conform with applicable ordinances and statutes, including subdivision laws and environmental impact laws, and shall be in accordance with all requirements of the regulatory authorities having jurisdiction therefor.

5. Notices. Any notice, demand or request by the Agency to Obligor shall be in writing and shall be deemed to have been duly given or made if either delivered personally or if mailed by U.S. registered or certified mail as follows:

Casa Acquisition Corp.
8390 E. Crescent Pkwy, Suite 650
Greenwood Village, Colorado 80111
Attention: David Messenger, CFO

6. Termination of Guaranty. Notwithstanding anything to the contrary herein contained, this Phase Two Guaranty shall automatically terminate and become null and void upon the satisfaction in full of the Obligations, whether by Obligor, Developer, the Phase Two Affordable Builder, any third party to whom Obligor sells, leases, assigns, transfers or otherwise disposes of all or substantially all of Obligor's assets (a "Transferee") or any other person or entity; provided, however, that if all or any part of such performance is avoided or recovered directly or indirectly from the Agency as a preference, fraudulent transfer or otherwise under the Federal Bankruptcy Code or any other federal or state laws, then this Phase Two Guaranty shall be reinstated and shall remain in full force and effect.

7. Remedies; Enforcement of Bond. In the event the Obligations are not satisfied upon the Completion Date, the Agency shall have the right, subject to this Section, to draw upon the Bond to ensure the Obligations are completed. In the event the Obligations are not satisfied by the Completion Date, Obligor authorizes the Agency to perform such obligation twenty (20) calendar days after mailing written demand for performance to Obligor and to Obligor's surety. In the event the Obligations remain unsatisfied after such twenty (20) day period, the Agency may take over the work and prosecute the same to completion, by contract or by any other method Agency may deem advisable, Developer and Developer's surety shall be liable to the Agency for any cost or damages occasioned the Agency thereby; and, in such event, the Agency, without liability for so doing, may take possession of, and utilize in completing the work, such materials and other property belonging to Developer as may be on the site of the work and necessary for performance of the work. The Agency may retain from any security released from the Bond an amount sufficient to cover reasonable costs and fees, including reasonable attorneys' fees incurred by the Agency in successfully enforcing the obligation secured. Agency shall be entitled to all remedies available at law and in equity against Obligor with respect to the enforcement of Obligor's obligations hereunder. In addition, nothing herein shall limit Agency's remedies available against Developer and the Phase Two Affordable Builder under the DDA, any other agreements, and under applicable law.All remedies afforded to the Agency by reason of this Phase Two Guaranty are separate and cumulative remedies and none of such remedies, whether exercised by the Agency or not, shall be deemed to be in exclusion of any one of the other remedies available to the Agency, and shall not in any way limit or prejudice any other legal or equitable remedy available to the Agency.

8. Governing Law; Venue. This Phase Two Guaranty is and shall be deemed to be a contract entered into and pursuant to the laws of the State of California and shall in all respects be governed, construed, applied and enforced in accordance with the laws thereof. Obligor hereby consents to venue for purposes of any action brought by the Agency under this Phase Two Guaranty in any court located in the County of Monterey, State of California.

9. Binding Effect. This Phase Two Guaranty shall inure to the benefit of the Agency and its successors and assigns and shall be binding upon the successors and assigns of Obligor.

10. Severability. Should any one or more of the provisions of this Phase Two Guaranty be determined to be illegal, invalid or unenforceable, all other provisions of this PhaseTwo Guaranty shall remain in effect as if the provisions(s) determined to be illegal, invalid or unenforceable did not exist.

11. Attorneys' Fees and Costs. In any action or proceeding arising out of this Phase Two Guaranty, including, without limitation, any action for declaratory or injunctive relief or arising out of the termination of this Phase Two Guaranty, the prevailing party shall be entitled to recover from the losing party, as determined by the judge or presiding official, reasonable attorneys' fees and costs and expenses of investigation and/or litigation incurred, including, without limitation, those incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11, or 13 of the United States Bankruptcy Code or any successor or similar statutes, and any judgment or decree rendered in any such actions or proceedings shall include an award thereof.

12. No Guarantee Of Phase Two Affordable Builder's Performance or DDA. This Phase Two Guaranty is not a guarantee of performance by the Phase Two Affordable Builder of its obligations under any agreement and is not a guarantee of the Developer's obligations under the DDA.

13. Entire Phase Two Guaranty; Amendments. Except for the relevant provisions of the Phase Two MOA, this Phase Two Guaranty embodies the entire agreement of Obligor and the Agency with respect to the matters set forth herein, and, together with such provisions of the Phase Two MOA, supersedes all prior or contemporaneous agreements (whether oral or written) between Obligor and the Agency with respect to the matters set forth herein. No course of prior or subsequent dealing between Obligor and the Agency shall be used to supplement, modify or vary the terms hereof, and no term or provision of this Phase Two Guaranty may be changed, waived, revoked or amended without the prior written consent of Obligor and the Agency.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Phase Two Guaranty as of the date first above written.

CASA ACQUISITION CORP., a Delaware corporation

By:_____
Name: DAVID MESSENGER
Its: SECRETARY

APPROVED:

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

By:_____
John Phillips, Chair

Approved as to Form and Legality

By:_____
Brian Briggs, Deputy County Counsel
Attorney for the Successor Agency to the Redevelopment Agency of the County of Monterey

The County of Monterey hereby acknowledges this Completion Guaranty.

COUNTY OF MONTEREY

By:_____
John Phillips, Chair

Approved as to Form

By:_____
Wendy Strimling, Senior Deputy County Counsel
Attorney for the County of Monterey

EXHIBIT"A"
PHASE TWO RENTAL AFFORDABLE HOUSING MEMORANDUM OF AGREEMENT

fully executed

MEMORANDUM OF AGREEMENT
BETWEEN
EAST GARRISON PARTNERS I, LLC
AND
COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC.
FOR THE PHASE TWO RENTAL AFFORDABLE HOUSING DEVELOPMENT AT EAST GARRISON, COUNTY OF MONTEREY, CA

This Memorandum of Agreement (this "MOA") is entered into as of January 16, 2007 by and between EAST GARRISON PARTNERS I, LLC, a California limited liability company ("EGP", and "Developer" under the DDA) and COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATES, INC., a California nonprofit public benefit corporation ("CHISPA"), who agree as follows:

Background.

A. DDA; Site. EGP and the Monterey County Redevelopment Agency ("Agency") with the approval and agreement of the County of Monterey ("County") have entered into a Disposition and Development Agreement dated as of October 4, 2005 (the "DDA"). A Memorandum of the DDA was recorded in the Official Records of the County Recorder on May 16, 2006 as Document No. 2006044222. The DDA provides, among other things, for the construction and rental of affordable housing (the "Rental Affordable Housing"), in three phases, on a portion of the real property located on the former Fort Ord Army Base within the unincorporated area of the County, commonly referred to as the East Garrison area (the "Site"). The overall development of the Site may be referred to as the "East Garrison Project". Those portions of the Site designated for the development of the Rental Affordable Housing may be referred to as the "Rental Affordable Housing Parcels". EGP will acquire the Site from the Agency pursuant to the DDA, and this MOA is conditioned upon the acquisition of the Site by EGP. Capitalized terms used in this MOA shall have the same meaning as set forth in the DDA, unless otherwise defined in this MOA.

B. Redevelopment Plan; Specific Plan. The Site is subject to the Redevelopment Plan for the Fort Ord Redevelopment Project Area ("Redevelopment Plan") adopted by the County of Monterey ("County") pursuant to the California Community Redevelopment Law. Development of the Site is also governed by the East Garrison Specific Plan ("Specific Plan") and Tentative Map ("Tentative Map") and other entitlements and actions approved by the County and referenced in Recital F of this MOA.

C. Affordable Housing Requirements Generally. Attachment No. 3 and Section 4 of Attachment No. 9 of the DDA provide, in relevant part, that in the East Garrison Project: (a) six percent (6%) of the total of the 1,400 permitted residential units (exclusive of accessory or carriage units) developed in the East Garrison Project must be affordable to and occupied by Very Low Income Households ("Very Low Income Units"); (b) eight percent (8%) must be affordable to and occupied by Low Income Households ("Low Income Units"); and (c)

six percent (6%) must be affordable to and occupied by Moderate Income Households ("Moderate Income Units"). The East Garrison Specific Plan and the DDA provide that the Very Low Income and Low Income Units in each phase shall be affordable rental units developed by one or more qualified tax credit entities (each a "Rental Affordable Housing Developer") selected by the Developer, subject to the reasonable approval of the Agency.

D. Phasing of Rental Affordable Housing. Pursuant to the DDA, the phasing of the Rental Affordable Housing is expected to be:

Phase One	Phase Two	Phase Three
65 affordable rental units • not less than 25 very low income • up to 40 low income plus one on-site employee accessory unit (not income restricted), in addition to the 65 affordable rental units	65 affordable rental units • not less than 29 very low. income • up to 36 low income plus one on-site employee accessory unit (not income restricted), in addition to the 65 affordable rental units	66 affordable live/work rental units for artists • not less than 30 very low income • up to 36 low. income including one very low or low income on-site employee unit, as part of the 66 affordable live/work rental units for artists

Note: The employee accessory units in Phase One and Phase Two Rental Affordable Housing, only, shall be deemed part of the 70 accessory units allowed under the Development Approvals and the DDA in addition to the 1400 residential units, in order to meet the requirements of State law for manager units in rental projects. Accessory or carriage units elsewhere in East Garrison shall only be permitted and located as set forth in the Specific Plan and Pattern Book (as referenced in Recital F.3. and F.6., below).

E. Memorandum of Agreement with Rental Affordable Housing Developers. Section 202 (22) (j) of the DDA provides that prior to and as a condition of close of escrow for the sale of the Site to the Developer, the Developer shall submit to the Agency for its approval preliminary agreements with nonprofit housing developers (which agreements shall include requirements for submission of financing and satisfaction of other conditions) with specified nonprofit housing developers or other nonprofit housing developers reasonably satisfactory to the Agency for the construction of each phase of the Rental Affordable Housing (each, a "Rental Affordable Housing Developer"). CHISPA is one of the specified nonprofit housing developers approved by the Agency under that section of the DDA.

F. Development Approvals. In connection with the actions contemplated in the DDA, the County has approved, for the development of the Site:

1. Certification of a Final Subsequent Environmental Impact Report ("FSEIR"), including project-specific mitigation measures and a Statement of Overriding

Considerations, adopted by the County Board of Supervisors (Resolution No. 05-264, adopted on October 4, 2005).

2. Mitigation Monitoring and Reporting Plan ("MMRP") adopted by the County Board of Supervisors (Resolution No. 05-265, adopted on October 4, 2005).

3. The East Garrison Specific Plan ("Specific Plan") approved by the County Board of Supervisors (Resolution No. 05-266, adopted on October 4, 2005).

4. General Plan text amendments approved by the County Board of Supervisors (Resolution No. 05-265 adopted on October 4, 2005).

5. Zoning Ordinance text and map amendments adopted by the County Board of Supervisors (Ordinance No. 05000 adopted on October 4, 2005).

6. Combined Development Permit, including Conditions of Approval, comprising a standard subdivision (Vesting Tentative Map) to create parcels for up to 1400 dwelling units (plus up to 70 second ("carriage") accessory building spaces, each on the same lot as a residential unit), commercial uses, and public uses, use permit for tree removal, general development plan, use permit to allow development on slopes over thirty percent (30%), and Design Approval including approval of a Pattern Book, approved by County Board of Supervisors (Resolution No. 05-267, adopted on October 4, 2005).

7. Allocation by the County Board of Supervisors of 470 acre-feet annually of potable water (from the FORA allocation of water to the County) to serve the Project (Resolution No. 05-268, adopted on October 4, 2005).

8. The Development Agreement (the "Development Agreement"), approved by the County Board of Supervisors (Ordinance No. 05001, adopted on October 4, 2005, (the "Enacting Ordinance")).

All such documents, each as may be amended from time to time, together with the Subsequent Development Approvals and Vested Elements, each as defined in the Development Agreement, collectively are referred to herein as the "Development Approvals".

G. Agency Administration of Inclusionary Housing Requirements. In approving the Development Approvals for the East Garrison Project the County found and determined that the DDA, entered into by the Agency (and approved by the County) pursuant to the provisions of the Community Redevelopment Law (Health and Safety Code sections 33000 et seq.), contains detailed requirements and schedules of phasing for the provision of inclusionary housing which comply with, and provide for more affordable housing than is required under, the County's Inclusionary Housing Ordinance (codified at Chapter 18.40 of the Monterey County Code), with certain modifications approved by the County to the Ordinance to be consistent with the requirements of the Community Redevelopment Law and the type of financing which will be sought to develop the affordable housing units (see Exhibit B-2 to this MOA). County housing policies permit the County to designate another public agency to perform and administer the County's inclusionary housing requirements. In approving this

Agreement, the County has delegated to the Agency the authority and responsibility to administer and enforce, in accordance with the terms of the DDA, the County's Inclusionary Housing Ordinance and County housing policies adopted pursuant thereto, as modified to be consistent with the requirements of the Community Redevelopment Law and the type of financing which will be sought to develop the Rental Affordable Housing.

H. Purpose of MOA. This MOA is intended to (1) satisfy the requirements of Section 202 (22) (j) of the DDA by designating and obtaining approval of CHISPA as the Rental Affordable Housing Developer for the Rental Affordable Housing to be developed in Phase Two of the East Garrison Project, (2) set forth the obligations of the parties prior to entering into a Purchase Agreement (defined in Section 3 below) and Assignment and Assumption Agreement (defined in Section 3 below) with respect to the development of the Phase Two Affordable Housing Parcel (described in Section 2 below), and (3) provide for the development of the basic business terms that will be elaborated in the Rental Affordable Housing Financing and Budget referenced in the Purchase Agreement.

AGREEMENTS

Section 1. Designation of Affordable Housing Developer. Pursuant to Section 4 of Attachment No. 9 of the DDA, EGP hereby designates CHISPA as the Phase Two Rental Affordable Housing Developer for all of the Phase Two Rental Affordable Housing to be developed as part of the East Garrison Project, subject to the reasonable approval of the Agency and compliance with the terms and conditions of this MOA. By its execution of the "Approval by Agency", attached hereto, Agency has approved the designation of CHISPA as the Rental Affordable Housing Developer for all of the Phase Two Rental Affordable Housing to be developed as part of the East Garrison Project.

Section 2. Phase Two Rental Affordable Housing Parcel. The Phase Two Rental Affordable Housing shall be developed by CHISPA within the time and manner set forth in the DDA and the Assignment and Assumption Agreement (defined in Section 3 below) on the Phase Two Rental Affordable Housing Parcel, the location of which is generally shown on the Map attached hereto as Exhibit A, subject to approval of Final Maps. Subject to the terms of this MOA, EGP will convey the Phase Two Rental Affordable Housing Parcel to CHISPA or its tax credit entity by quitclaim deed consistent with the terms of the DDA and the quitclaim deed from the Agency to EGP (such quitclaim deed from EGP to CHISPA or its tax credit entity is referred to herein as the "Quitclaim Deed").

Section 3. Purchase Agreement. Upon the satisfaction of the conditions set forth in this MOA, EGP and CHISPA intend to enter into an Agreement for the Purchase, Sale and Development of Real Property substantially in the form attached as Exhibit C hereto (the "Purchase Agreement"), pursuant to which EGP and CHISPA, subject to approval of the Agency, will enter into an Assignment and Assumption Agreement substantially in the form attached as Exhibit D hereto (the "Assignment and Assumption Agreement") to assign to CHISPA, and, pursuant to which CHISPA will assume, certain of EGP's rights and obligations under the DDA to develop the Rental Affordable Housing in Phase Two of the East Garrison Project, all as more particularly set forth in the Assignment and Assumption Agreement.

Pursuant to the Purchase Agreement, CHISPA or its tax credit entity will acquire from EGP the Phase Two Rental Affordable Housing Parcel and develop the Phase Two Rental Affordable Housing. Notwithstanding the foregoing, EGP recognizes that with respect to the Phase Two Rental Affordable Housing CHISPA must demonstrate in its applications for tax credits and financing that it has the legal right to acquire the Phase Two Rental Affordable Housing Parcel and construct the Phase Two Rental Affordable Housing on a timely basis to comply with its application and the conditions of financing. Therefore, by its approval of this MOA the Agency agrees to provide EGP and CHISPA with such representations and assurances as EGP and CHISPA shall reasonably require in connection with applications for financing of the Phase Two Rental Affordable Housing to the effect that: (1) CHISPA is the approved Rental Affordable Housing Developer for the Phase Two Rental Affordable Housing, and (2) CHISPA has the right, legally enforceable against EGP and the Agency, to acquire the Phase Two Rental Affordable Housing Parcel and develop the Phase Two Rental Affordable Housing consistent with the terms of the DDA as incorporated in the Assignment and Assumption Agreement. In furtherance of the foregoing sentence, not later than thirty (30) days prior to CHISPA's anticipated date for submission of an application for tax credits and/or other financing, EGP and CHISPA shall complete, and EGP, CHISPA, the Agency and the County shall execute in final form approved by the Agency and County, the Assignment and Assumption Agreement, to be effective upon its recordation prior to the conveyance of the Phase Two Rental Affordable Parcel by Quitclaim Deed from EGP to CHISPA or its designated tax credit entity.

Section 4. Schedule. Not later than the earlier of (1) one hundred fifty (150) days from the date of this MOA or (2) March 15, 2007, EGP and CHISPA shall designate assigned times for performance of the responsibilities and goals set forth in this MOA, and such times shall be set forth in a Schedule of Performance, which shall be attached as Exhibit E hereto (the "MOA Schedule of Performance").

Section 5. Inclusionary Housing Agreement. Section 4 of Attachment No. 9 to the DDA provides, in part as relevant to the Rental Affordable Housing, as follows:

"The Developer shall enter into an Inclusionary Housing Agreement with the County, in a form acceptable to the County, Agency, and Developer, prior to the recordation of the first final map for the project. A minimum of 20% of all residential units constructed in each phase of the Project must be affordable to persons and families of very low, low and moderate income levels, as follows: 6% for very low, 8% for low and 6% for moderate income, all subject to appropriate deed restrictions to assure their continued affordability in accordance with the requirements of the CRL, the Inclusionary Housing Agreement, the County's Inclusionary Housing Ordinance with such modifications of its requirements as approved by the Board of Supervisors, and the Development Approvals and, as applicable, tax credit and bond financing requirements; provided that the Rental Affordable Housing units shall continue to be affordable for a term of at least 55 years from issuance of the Certificate of Occupancy for the particular unit . . . . . Rental Affordable Housing units shall be developed by one or more qualified tax credit entities (each a "Rental Affordable Housing Developer") selected by the Developer, subject to the reasonable approval of the Agency. The Developer shall provide finished graded and infrastructure serviced pads to the Inclusionary Housing development sites; provided that the pads for the Rental Affordable Housing shall be conveyed to the Rental Affordable Housing

Developer at such time as the Agency subsidy payment (or payments from the Developer as part of the Shortfall Loan) under Section b. of Part H of Attachment No. 4 is available for such units and the Rental Affordable Housing Developer has obtained tax credit financing and bonded construction contracts for each phase or segment of the Rental Affordable Housing units to be developed. Eligibility for, and pricing of, the Inclusionary Housing units under this Section 4 shall be calculated according to the methodology set forth in the Inclusionary Housing Agreement consistent with the terms of this Agreement. . . . . The County shall not impose any local preference policies for eligibility for the Rental Affordable Housing units."

In implementation of the above referenced provisions of Section 4 of Attachment No. 9 to the DDA, the County and Agency have approved the form of an Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants to be entered into by the County, Agency and CHISPA or its tax credit entity (attached hereto as Exhibit B-1, the "Regulatory Agreement") including certain modifications of the County's Inclusionary Housing Policies adopted as part of the Development Approvals (attached hereto as Exhibit B-2), to apply to the Phase Two Rental Affordable Housing. The form of Regulatory Agreement attached hereto as Exhibit B-1 may be further modified to comply with the requirements of the tax credit and/or low-income housing bond programs utilized by CHISPA or its tax credit entity for the financing of the Phase Two Rental Affordable Housing; provided, however, that the Agency may consider, in its sole discretion exercised pursuant to the provisions of Health and Safety Code section 33333.14 or similar sections, a request for subordination of the covenants or restrictions in the Regulatory Agreement based on requirements of financing proposed by CHISPA for the Phase Two Rental Affordable Housing.

Section 6. Affordable Housing Agreements. In connection with conveyance of the Phase Two Rental Affordable Housing Parcel for the construction, rental and operation of the Phase Two Rental Affordable Housing, CHISPA or its tax credit entity will be required to enter into the following agreements:

(a) The Purchase Agreement, substantially in the form of Exhibit C hereto;

(b) The Assignment and Assumption Agreement, substantially in the form of Exhibit D hereto;

(c) The Regulatory Agreement, substantially in the form of Exhibit B-1 hereto; and

(d) The Quitclaim Deed from EGP to CHISPA, incorporating certain provisions of the Quitclaim Deed from the Agency to EGP that are applicable to the transfer of the Phase Two Rental Affordable Housing Parcel, including the Right of Reverter, which remedy shall be subordinated to the rights of lenders providing financing for the Phase Two Rental Affordable Housing as set forth in said Quitclaim Deed.

Section 7. Obligations of EGP. Subject to review and/or approval by the Agency as provided in the DDA, EGP shall retain the following responsibilities:

(a) EGP shall review and approve proformas to be developed by CHISPA for all the Phase Two Rental Affordable Housing in consultation with the Agency and the Agency's consultants in conjunction with the pro formas that CHISPA is required to provide under this Agreement. EGP shall provide CHISPA with the following: (1) the schedule for commencement and completion of the Phase Two Rental Affordable Housing consistent with the requirements of the DDA, (2) the amount of water allocated to the Project from the total amount of water allocated by the County for the East Garrison Project, (3) budgeted subsidy funds from the Agency (or from EGP's Shortfall Loan to the Agency) allocated to the Phase Two Rental Affordable Housing, and (4) design guidelines and other site specific building guidelines for the Phase Two Rental Affordable Housing, consistent with the Pattern Book (referenced in Recital F.6. hereof).

(b) EGP shall prepare the Phase Two Rental Affordable Housing Parcel including all demolition and all new infrastructure and all utilities (to the parcel line) to the Phase Twp Rental Affordable Housing Parcel required for the development of the Phase Two Rental Affordable Housing.

(c) EGP shall develop the phasing and timeline for the Phase Two Rental Affordable Housing, consistent with the phasing and scheduling requirements in the DDA.

(d) EGP shall deliver to CHISPA rough, graded lot(s) within the Phase Two Rental Affordable Housing Parcel for the development of the Phase Two Rental Affordable Housing.

(e) EGP shall allocate infrastructure and common area costs across all product types being developed within the Site, including the Rental Affordable Housing; provided, however, that the Phase Two Rental Affordable Housing shall not bear costs of infrastructure or common area provided by EGP to serve the Phase Two Rental Affordable Housing Parcel nor be subject to special taxes imposed by a community facilities district or a community services district. The Phase Two Rental Affordable Housing, unless exempted by law, shall be subject to all other assessments, taxes, impact, connection and building permit fees and charges imposed by or for the County (except to the extent that building permit and impact fees are waived by the County pursuant to Section 18.40.50 G of the Monterey County Code), public and private utilities, schools and other entities.

(f) EGP shall coordinate and facilitate all public hearings, community meetings and staff meetings that EGP or Agency deem appropriate with respect to the Phase Two Rental Affordable Housing.

(g) EGP shall contribute to the cost of the Phase Two Rental Affordable Housing, as necessary in augmentation of the Agency's financial contribution, in accordance with the requirements and limitations of the DDA.

(h) EGP shall review and approve or disapprove, in consultation with CHISPA, the required submittals from CHISPA under Section 7 of this MOA.

Section 8. Obligations of CHISPA. Subject to review and/or approval of the Agency as provided in the DDA, CHISPA shall have the following responsibilities:

(a) CHISPA shall consult with and advise EGP on the terms of Inclusionary Housing Plan to be entered into pursuant to Section 4 of Attachment No. 9 of the DDA with respect to such provisions and requirements pertaining to the Phase Two Rental Affordable Housing.

(b) CHISPA shall undertake to prepare, in consultation with EGP, and submit to EGP and the Agency for their review and approval, within the times set forth in the MOA Schedule of Performance (Exhibit E to this MOA), the following documents and information as applicable to the Phase Two Rental Affordable Housing:

(1) CHISPA's housing implementation plan for the Phase Two Rental Affordable Housing, including the program to finance, construct, operate and manage the Phase Two Rental Affordable Housing, consistent with the requirements of the DDA;

(2) a proposed project budget and business plan, consistent with EGP's Pro Forma;

(3) a final financing plan, taking into consideration the Agency and/or EGP's Shortfall Loan to the Agency as required by the DDA and consistent with EGP's Pro Forma;

(4) a schedule for applying for and obtaining federal or state financing, including tax credit allocations for the Phase Two Rental Affordable Housing, consistent with the schedule set forth in Exhibit E and the DDA Schedule of Performance (Attachment No. 5 to the DDA);

(5) a schedule for plans and construction of the Phase Two Rental Affordable Housing, consistent with the schedule provided by EGP consistent with the DDA Schedule of Performance (Attachment No. 5 to the DDA);

(6) the proposed form of entity to act as the Phase Two Rental Affordable Housing Developer, including principals, partners and responsible parties and personnel;

(7) any clarifications or other charges recommended by CHISPA in connection with the DDA, County housing policies and/or other governing documents such as the Regulatory Agreement, the Assignment and Assumption Agreement or the Purchase Agreement; and

(8) such other information as EGP shall request.

(c) Following Agency approval of the designation by EGP of CHISPA as the Phase Two Rental Affordable Housing Developer:

(1) CHISPA shall serve as the Phase Two Rental Affordable Housing Developer, as such role is defined in the DDA and will be defined in the Purchase Agreement. CHISPA shall make representations and warranties in the Purchase Agreement as to its status as a nonprofit developer.

(2) CHISPA shall enter into an exclusive Purchase Agreement with EGP with respect to the Phase Two Rental Affordable Housing Parcel, substantially in the form attached hereto as Exhibit C subject to such revisions and conforming changes as the parties shall mutually agree upon.

(3) CHISPA shall enter into an Assignment and Assumption Agreement with EGP, as approved by the Agency, substantially in the form attached hereto as Exhibit D, with such revisions and conforming changes as the parties shall mutually agree upon which are approved by the Agency and County.

(4) CHISPA shall execute the Quitclaim Deed and accept title to the Phase Two Rental Affordable Housing Parcel within the time and manner set forth in the Purchase Agreement.

(5) CHISPA shall execute or otherwise agree to be bound by the terms of the Regulatory Agreement insofar as it pertains to the Phase Two Rental Affordable Housing.

(6) CHISPA shall have the sole and exclusive obligations of the Phase Two Rental Affordable Housing Developer, as defined in the DDA, the Purchase Agreement, and this MOA. CHISPA shall further be responsible for timely performance and completion of all actions assigned to the Phase Two Rental Affordable Housing Developer in the Purchase Agreement.

(7) With respect to the Phase Two Rental Affordable Housing, as among CHISPA, EGP, the Agency and the County, CHISPA shall be responsible for applying for all applicable sources of subsidized funds, and shall be responsible for all other financing obligations including loan repayments, yield maintenance requirements of tax credit investors, certain guarantees as needed or required of the financing, and compliance with all the related regulatory agreements from the respective agencies administering the various affordable housing programs that will be involved. CHISPA acknowledges that EGP and/or the Agency are under no obligation to provide credit support for such financing.

(8) CHISPA shall, prior to the conveyance of the Phase Two Rental Affordable Housing Parcel, confirm that it has sufficient assets or access to capital and financial commitments, including the subsidy to be provided by the Agency and/or EGP under the DDA, to develop and operate the Phase Two Rental Affordable Housing.

(9) CHISPA shall, following conveyance of the Phase Two Rental Affordable Housing Parcel, construct and operate the Phase Two Rental Affordable Housing in

accordance with the Assignment and Assumption Agreement and the Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants insofar as it pertains to the Phase Two Rental Affordable Housing.

(10) CHISPA shall have the following additional responsibilities in implementing the Phase Two Rental Affordable Housing requirements:

(i) Apply for design review and approval of Architectural Plans and Site Plan from the appropriate committee pursuant to the Pattern Book (referenced in Recital F.6. hereof), and submit all engineering and building plans required by the County for issuance of a building permit for the Phase Two Rental Affordable Housing (subject to any waiver of building permit and impact fees that may be obtained from the County under Section 18.40.50.G of the Monterey County Code.

(ii) Prepare required proforma(s).

(iii) Attend all Public Hearings/Community Meetings that are relevant to its role as the Phase Two Rental Affordable Housing Developer.

(iv) Coordinate and oversee the submittal of construction plans, and applications for all other necessary permits.

(v) Secure a General Contractor, subject to approval of EGP.

(vi) Enter into a partnership agreement with a tax credit investor.

(vii) Apply for and obtain all necessary construction phase financing.

(viii) Apply for and obtain all permanent phase financing.

(ix) Development and implement a property management program.

(x) Develop and implement a marketing and lease-up program.

(xi) Develop and implement a renter qualification program.

(xii) Develop and implement a move-in coordination and scheduling program (to the extent not covered in (x), above).

(xiii) Comply with all monitoring and reporting requirements.

(xiv) Adequately address cost overruns or revenue deficiency.

Section 9. Time of Essence; Termination. Time is of the essence under this MOA. CHISPA has reviewed Attachment No. 3 to the DDA and understands and acknowledges that the failure to develop the Phase Two Rental Affordable Housing within the time and manner provided in the DDA may subject EGP to withholding of building permits for market rate housing or require a Member of EGP to post a guarantee for the timely completion of the Phase Two Rental Affordable Housing. EGP understands and acknowledges that in order to meet the schedule of EGP for the Phase Two Rental Affordable Housing, CHISPA will need to file timely applications for tax credits and bond financing. EGP and CHISPA will therefore mutually cooperate to accomplish tasks and maintain projected schedules for the Phase Two Rental Affordable Housing. Either party may terminate this MOA upon 30 days prior written notice to the other (with written notice simultaneously provided to the Agency) if in the good faith business judgment of the terminating party the projected schedules cannot be met for any reason and it is not reasonably feasible to extend such projected schedules by mutual consent or in reliance upon one or more events of enforced delays under Section 604 of the DDA. In the event of such termination, neither party shall have any further rights or obligations to the other party.

Section 10. Counterparts. This MOA may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single document. Signatures transmitted by facsimile shall be binding; provided, however, that any person transmitting his or her signature by facsimile shall promptly send an original signature to the other parties.

Section 11. Approval by Agency. This MOA is subject to the approval of the Agency.

EGP:

EAST GARRISON PARTNERS I, LLC, a California limited liability company

BY: WOODMAN DEVELOPMENT COMPANY LLC, a California limited liability company, as a member

By: Woodman Development Company, Inc., a California corporation, as its managing member

By: _____
Its: _____

By: _____
Its: _____

and

BY: LYON EAST GARRISON COMPANY I, LLC, a California limited liability company, as a member

By: William Lyon Homes, Inc., a California corporation, as its managing member

By: _____
Its: _____

By: _____
Its: _____

EGP:

EAST GARRISON PARTNERS I, LLC, a California limited liability company

BY: WOODMAN DEVELOPMENT COMPANY LLC, a California limited liability company, as a member

By: Woodman Development Company, Inc., a California corporation, as its managing member

By: _____
Its: _____

By: _____
Its: _____

and

BY: LYON EAST GARRISON COMPANY I, LLC, a California limited liability company, as a member

By: William Lyon Homes, Inc., a California corporation, as its managing member

By: _____
Its: Richard S. Robinson
Senior Vice President

By: _____
Its: Douglas F. Bauer
Executive Vice President

CHISPA:

COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC., a California nonprofit public benefit corporation

By: _____

Name: Alfred Diaz-Infante

Title: President/CEO

APPROVAL OF AGENCY

THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY ("Agency") hereby approves the designation by EGP of Community Housing Improvement Systems and Planning Association, Inc. ("CHISPA") as the Rental Affordable Housing Developer under the DDA and the MOA for the Rental Affordable Housing in Phase Two of the East Garrison Project and approves the terms of the MOA between EGP and CHISPA, subject to the following:

1. The Agency reserves approval of the terms of the following documents for the transfer of the Phase Two Rental Affordable Housing Parcel to CHISPA, as to their final form:

(a) the Purchase Agreement (Exhibit C to the MOA);

(b) the Assignment and Assumption Agreement (Exhibit D to the MOA);

(c) the Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants (Exhibit B-1 to the MOA); and

(d) the Quitclaim Deed from EGP to CHISPA.

2. The Agency acknowledges and agrees to fulfill its financial obligations under Section 4 of Attachment No. 9 of the DDA.

3. The Agency acknowledges and agrees to provide the legally binding assurances to EGP and CHISPA referenced in Section 3 of the MOA.

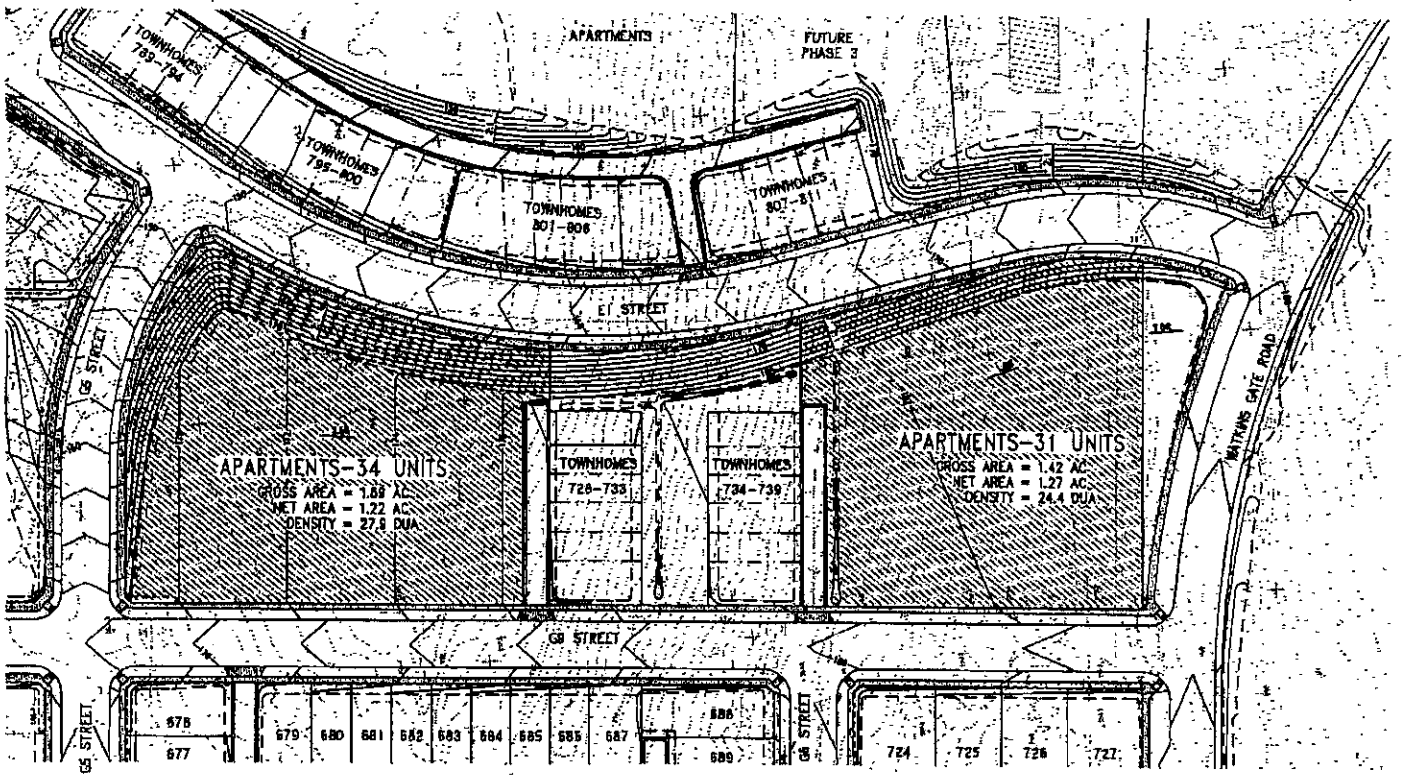
4. The Agency agrees to cooperate with EGP and CHISPA in the transfer of the Phase Two Rental Affordable Housing Parcel and the development of the Phase Two Rental Affordable Units (65 units plus one on-site employee accessory unit not income restricted and deemed to be part of the 70 accessory units allowed under the Development Approvals and DDA in addition to the 1,400 residential units, in order to meet the requirements of State law for manager units in rental projects), consistent with the terms of the MOA, the Assignment and Assumption Agreement, and the Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants.

Executed as of _____.

REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY ("Agency")

By Dave Potter

Its _____



PHASE 2 RENTAL AFFORDABLE HOUSING PARCELS
EXHIBIT 'A'

EAST GARRISON

MONTEREY COUNTY CALIFORNIA

0' 40' 120' 160'

SCALE: 1" = 40'
JULY 7, 2006
JOB NO: 1208

Cadson, Kamp & Gibson, Inc.

2

EXHIBIT B-1

FORM OF COUNTY REGULATORY AGREEMENT
[AS MODIFIED TO CONFORM TO COMMUNITY REDEVELOPMENT LAW AND DDA. SUBJECT TO FURTHER REVISION TO CONFORM TO TAX CREDIT/BOND FINANCING REQUIREMENTS]

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Redevelopment Agency of the County of Monterey Resource Manager Housing and Redevelopment Office 168 W. Alisal Street Salinas, CA 93901 Attn: Jim Cook	
No fee for recording pursuant to Government Code Section 27383	*Space Above For Recorder's Use Only*

INCLUSIONARY HOUSING
REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

PHASE [TO BE INSERTED AT TIME OF EXECUTION]: EAST GARRISON PROJECT
(Inclusionary Rental Units)

This INCLUSIONARY HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "Regulatory Agreement" or "Agreement") is entered into as of this _____ day of _____ 200_, by and between the REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY, a public body, corporate and politic (the "Agency"), and _____, a _____ (the "Owner"), with reference to the following facts:

A. Property. Owner is the owner of certain real property in the County of Monterey (the "County"), California described in Exhibit A which is attached hereto and incorporated herein by this reference (the "Property").

B. DDA. East Garrison Partners I, LLC (the "Master Developer") and the Agency have entered into a Disposition and Development Agreement dated as of October 4, 2005 (the "DDA"). A Memorandum of the DDA was recorded in the Official Records of the County Recorder on May 16, 2006 as Document No. 2006044222. The DDA provides, among other things, for conveyance of the Site (as defined in the DDA) from the Agency to the Master Developer and requires the construction and rental of affordable housing (the "Rental Affordable Housing" and "Inclusionary Rental Units"), in three phases, on designated parcels in the Site (in this Agreement, for the phase covered hereby, the "Property") all of which is a portion of the real property located on the former Fort Ord Army Base within the unincorporated area of the County of Monterey, commonly referred to as the East Garrison area. The overall development of the Site may be referred to as the "East Garrison Project". The Master Developer has acquired the Site from the Agency and, subsequent thereto, has

transferred the Property to the Owner pursuant to the DDA. Capitalized terms used in this Regulatory Agreement shall have the same meaning as set forth in the DDA, unless otherwise defined in this Regulatory Agreement.

C. Redevelopment Specific Plan. The Site is subject to the Redevelopment Plan for the Fort Ord Redevelopment Project Area ("Redevelopment Plan") adopted by the County of pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et. seq. ("CRL")) which governs, among other provisions, the development of income-restricted housing for very low and low income households on the Property. Development of the Site is also governed by the East Garrison Specific Plan ("Specific Plan") and related land use entitlements approved by the County (the "Development Approvals").

D. County Ordinance; Delegation to Agency. The County has adopted an Inclusionary Housing Ordinance, Monterey County Code Chapter 18.40 ("Chapter 18.40"). In approving the DDA County found that the provisions of the DDA comply with, and provide more affordable housing on the Site than is required under, Chapter 18.40, with certain modifications to Chapter 18.40 approved by the County to be consistent with the requirements of the Community Redevelopment Law and the type of financing which will be sought to develop affordable housing on the Site. County has delegated to the Agency the authority and responsibility to administer and enforce, in accordance with the terms of the DDA, the County's inclusionary housing requirements contained in Chapter 18.40 and County housing policies adopted pursuant thereto, as modified to be consistent with the requirements of the CRL and the type of financing which will be sought to develop the Rental Affordable Housing on the Site.

E. Prior Agreements. Pursuant to the DDA and with the approval of the Agency and the County, Owner and the Master Developer entered into a Memorandum of Agreement dated as of _____ (the "MOA") designating Owner as the affordable housing developer for the Phase _____ Rental Affordable Housing. In furtherance of the MOA, the Master Developer, Owner and Agency, with the consent of the County, entered into an Assignment and Assumption Agreement dated as of _____ (the "Assignment Agreement"), to be effective and recorded upon the transfer of the Property from the Master Developer to Owner. The Assignment Agreement has been recorded, followed by the recordation of the Quitclaim Deed to the Property from the Master Developer to Owner, prior to the recordation of this Regulatory Agreement, in the Official Records of the County Recorder.

F. Redevelopment Covenants and Restrictions. Pursuant to Health and Safety Code Sections 33334.2 and 33413, the Agency must require recordation of covenants or restrictions which ensure that the Rental Affordable Housing constructed in satisfaction of Health and Safety Code Section 33413(b) remains available for occupancy by very low and low income households at affordable housing cost for fifty-five (55) years. The following covenants and restrictions are recorded against the Property to ensure compliance with Health and Safety Code Sections 33334.2 and 33413.

G. This Agreement. This Agreement applies to the Property constituting the Phase _____ Rental Affordable Housing of the East Garrison Project.

NOW, THEREFORE, it is mutually agreed by and between the Owner and the County (the "Parties") as follows:

ARTICLE 1.
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. In addition to those terms defined in the Recitals to this Agreement, the following terms have the following meanings in this Agreement:

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(b) " Administrative Manual" shall mean the manual prepared pursuant to subsection 18.40.110H of Chapter 18.40 of the Monterey County Code.

(c) "Affordable Rent" shall mean Rent, which does not exceed: (i) for Very Low Income Inclusionary Rental Units, one-twelfth ($1/12^{th}$) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size based on the number of bedrooms in the unit; (ii) for Low Income Inclusionary Units, one-twelfth ($1/12^{th}$) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size based on the number of bedrooms in the unit.

(d) "Agreement" means this Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants, to be recorded against the Property.

(e) "Annual Income" shall mean the total anticipated annual income of all persons in a household as calculated in accordance with 24 CFR 813, or successor federal housing program that utilizes a reasonably similar method of calculation, as designated by the County.

(f) "Assumed Household Size" shall mean the assumed household size utilized to calculate the permissible Rent for a Unit as follows: for a one-bedroom unit a household size of two (2) persons shall be assumed; for a two-bedroom unit a household size of three (3) persons shall be assumed; for a three-bedroom unit a household size of four (4) persons shall be assumed; and for a four-bedroom unit a household size of five (5) persons shall be assumed. "Assumed Household Size" is not intended to restrict the actual number of persons occupying a Unit. Notwithstanding the foregoing, if tax credits are used in the financing of the development of Property, the standard applicable to such tax credit financing may be used by Owner.

(g) "Financing Regulatory Agreement" shall mean a regulatory agreement required by Owner's financing for the development of the Property and approved by the Agency.

(h) "Inclusionary Rental Unit" shall mean a Unit with occupancy and rents restricted pursuant to this Agreement, and shall not include one employee accessory unit which shall not be income restricted [Except Phase Three].

(i) "Low Income Household" means a household, including a Very Low Income Household, with an Annual Income which does not exceed HUD's annual determination for lower income households with incomes of approximately eighty percent (80%) of the Median Income, adjusted for Actual Household Size, and with household assets

that do not exceed the limits for Inclusionary Rental Units set forth in the Administrative Manual.

(j) "Low Income Inclusionary Rental Unit" means an Inclusionary Rental Unit reserved for occupancy by a Low Income Household at an Affordable Rent.

(k) "Maximum Initial Rents" means the initial rents for the Inclusionary Rental Units determined pursuant to the formula specified in the Administrative Manual for each income level and set forth in Exhibit B attached hereto and incorporated herein.

(l) "Median Income" means the median household income as determined periodically by HUD for the Salinas Metropolitan Statistical Area and updated on an annual basis.

(m) "Property" means the real property described in Exhibit A attached hereto and incorporated herein.

(n) "Quitclaim Deed" means the deed to the Property from the Master Developer to Owner.

(o) "Regulatory Agreement" means this Agreement.

(p) "Rent" shall mean the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by the Owner which are required of all Tenants, other than security deposits; a Utility Allowance; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Owner, and paid by the Tenant. Utility Allowances shall be as provided by the applicable requirements of federal and state law

(q) "Rental Development" shall mean the Property and the Units to be developed on the Property, as well as any additional improvements, and all landscaping, roads and parking spaces existing thereon, as the same may from time to time exist.

(r) "Tenant" shall mean a household legally occupying a Unit pursuant to a valid rental agreement with Owner.

(s) "Term" shall mean the term of this Agreement, which is set forth in Section 6.7 of this Agreement.

(t) "Unit(s)" shall mean one or all of the _____ (__) **[insert total number of units in the Rental Development]** rental units to be constructed on the Property.

(u) "Very Low Income Household" means a household with an Annual Income which does not exceed HUD's annual determination for very low income households earning approximately fifty percent (50%) of Median Income, adjusted for actual household size, and with household assets that do not exceed the limit for Inclusionary Rental Units set forth in the Administrative Manual.

(v) "Very Low Income Inclusionary Rental Unit" means an Inclusionary Rental Unit reserved for occupancy by a Very Low Income Household at an Affordable Rent.

(w) "Utility Allowance" shall mean an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV. Utility Allowances to be used for the calculation of permissible Rent under this Agreement shall be as provided by the County in the Administrative Manual to be inserted on Exhibit C hereto.

Section 1.2 Exhibits. The following Exhibits are attached and incorporated into this Agreement;

Exhibit A. Legal description of the Property.

Exhibit B. Schedule of Maximum Initial Rents for Inclusionary Units.

Exhibit C. Utility Allowance for Inclusionary Rental Units.

ARTICLE 2.
AFFORDABILITY AND OCCUPANCY COVENANTS

Section 2.1 Occupancy Requirements.

(a) Very Low Income Units. _____ (___) **[insert number]** of the Inclusionary Rental Units shall be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households for the term of this Agreement as provided in Section 6.7 hereof.

(b) Low Income Units. _____ (__) **[insert number]** of the Inclusionary Rental Units shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households for the term of this Agreement as provided in Section 6.7 hereof.

(c) Employee Unit. One of the units, in addition to the Inclusionary Rental Units referenced in (a) and (b) above shall be available as an employee accessory unit and shall not be income restricted. [Except Phase Three]

(d) Sizes of Units and Bedroom Count. The Inclusionary Rental Units shall be a mix of one to _____ bedroom units as shown on Owner's construction plans as approved by the Agency.

Section 2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent (including Utility Allowance) charged to Tenants of the Very Low Income Inclusionary Rental Units shall not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size; provided, however,

in no event shall the Rents be required to be lower than the maximum initial rents sent forth in Exhibit B to this Agreement.

(b) Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent (including Utility Allowance) charged to Tenants of the Low Income Inclusionary Rental Units shall not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size; provided, however, in no event shall the Rents be required to be lower than the maximum initial rents sent forth in Exhibit B to this Agreement.

(c) Agency Review of Rents. Initial rents for all Inclusionary Rental Units shall be provided to the Agency by the Owner prior to occupancy. All rent increases shall also be provided to the Agency by the Owner. The Agency shall provide the Owner with a schedule of maximum permissible rents and Utility Allowances for the Inclusionary Rental Units annually. The maximum permissible rents and the Utility Allowances for the Inclusionary Rental Units as of the date of this Agreement are set forth in Exhibit B and Exhibit C to this Agreement, respectively.

Section 2.3 Increased Income of Tenants.

(a) Increase from Very Low Income to Low Income. If, upon recertification of the income of a Tenant of an Inclusionary Rental Unit, the Owner determines that a former Very Low Income Household's Annual Income has increased and exceeds the qualifying income for a Very Low Income Household set forth in Section 1.1(r), but does not exceed the maximum qualifying income for a Low Income Household, then, upon expiration of the Tenant's lease:

(i) Such Tenant's Unit shall be considered a Low Income Unit;

(ii) Such Tenant's Rent may be increased to the Affordable Rent for a Low Income Unit, upon sixty (60) days written notice to the Tenant; and

(iii) The Owner shall rent the next available Unit to a Very Low Income Household at Rent not exceeding the Affordable Rent for a Very Low Income Unit, to comply with the requirements of Sections 2.1(a) and 2.2(a) above.

(b) Non-Qualifying Household. If, upon recertification of the income of a Tenant of an Inclusionary Rental Unit, the Owner determines that a former Very Low Income Household or Low Income Household has an Annual Income exceeding the maximum qualifying income for a Low Household set forth in Section 1.1(h), such Tenant shall be permitted to continue to occupy the Unit at Rent not exceeding the lesser of: (i) thirty percent (30%) of the actual household income of the Tenant; or (ii) market rate rent, and the Owner shall rent the next available Unit to a Very Low Income Household or Low Income Household as applicable, to meet the requirements of Section 2.1 and 2.2 above.

(c) Termination of Occupancy. Upon termination of occupancy of a Unit by a Tenant, such Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Very Low Income Household or Low Income Household as the

income level of the vacating Tenant, until such Unit is reoccupied, at which time the income character of the Unit (e.g., Very Low Income Inclusionary Rental Unit or Low Income Inclusionary Rental Unit) shall be redetermined. In any event, Owner shall maintain the occupancy requirements set forth in section 2.1 above.

Section 2.4 Marketing and Rental of Inclusionary Rental Units. The Owner shall market the Inclusionary Rental Units to Very Low Income Households and Low Income Households at Affordable Rents in compliance with a marketing and management plan approved by the County's Housing and Redevelopment Office acting for the Agency. The Owner shall comply with applicable fair housing laws in the marketing and rental of the Inclusionary Rental Units, and the Owner shall conduct marketing efforts in both English and Spanish [Applicable only if this requirement, limited to Spanish, will not violate federal or state law, or require additional languages to be used]. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor.

Section 2.5 Nondiscrimination. [Except for Phase Three: units may be marketed as live/work for artists.] All of the Inclusionary Rental Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. The Owner shall not give preference to any particular class or group of persons in renting or selling the Inclusionary Rental Units, except to the extent that the Units are required to be leased to Very Low Income Households and Low Income Households. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. SSI), age (except for lawful senior housing), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall the Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit.

Section 2.6 Section 8 Certificate Holders. The Owner will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Rental Development which have the effect of precluding occupancy of units by such prospective Tenants.

Section 2.7 Agency Approval of Documents. The following documents, to be approved in writing by the Agency, which approval shall not be unreasonably withheld or delayed, shall be used in connection with the rental of the Inclusionary Rental Units. Amendments to the following documents shall also be approved by the Agency, which approval shall not be unreasonably withheld or delayed, prior to implementation of the amendments:

(a) A marketing and management plan consistent with the terms of this Regulatory Agreement and County marketing and management requirements as set forth in the Administrative Manual, establishing the process for seeking, selecting and determining the eligibility of tenants of the Inclusionary Rental Units; provided, however that the Agency and County shall not impose any local preference policies for eligibility for the Inclusionary Rental Units.

(b) Form of rental agreement or lease to be signed by tenants of the Inclusionary Rental Units. The rental agreement or lease shall include the following provisions: (i) a minimum twelve (12)-month term; (ii) the number of persons permitted to occupy the Inclusionary Rental Unit, not to exceed two persons per bedroom plus two; (iii) the Tenants' obligation to maintain the unit in a decent and safe condition and to inform the Owner of any need for maintenance or repair; (iv) a prohibition against sublease of the Unit; (v) an obligation to report changes in household size and/or household income to the Owner and Agency; (vi) nondiscrimination provisions (vii) an obligation to provide annual income certifications and documentation to the Owner; and (viii) an obligation to comply with all monitoring requests of the Agemcu or its designee.

ARTICLE 3.
INCOME CERTIFICATION AND REPORTING

Section 3.1 Income Certification. The Owner will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Inclusionary Rental Units. The Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process:. (a) obtain a pay stub for the most recent pay period; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of Tenant income certifications shall be provided to the Agency within five (5) working days of approval by the Owner.

Section 3.2 Compliance Reports. A compliance report meeting the requirements of the Administrative Manual, verifying compliance of all completed Inclusionary Rental Units with the terms of this Agreement, and certified as correct under penalty of perjury by the Owner and any property management company managing the Units, shall be submitted annually to the County Housing and Redevelopment Office on April 1 of each year, commencing on the April 1 following issuance of final certificates of occupancy for one hundred percent (100%) of the Inclusionary Rental Units. If similar reports on some or all of the Inclusionary Rental Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this section by the County Housing and Redevelopment Office, with respect to the portion of the Inclusionary Rental Units covered by such reports, provided that copies are provided on an annual basis to the County Housing and Redevelopment Office with an owner certification addressed to the Agency.

Section 3.3 Additional Information. The Owner shall provide any additional information reasonably requested by the Agency. The Agency shall have the right to examine and make copies of all books, records or other documents of the Owner which pertain to the Rental Development.

Section 3.4 Records and Monitoring. The Owner shall maintain complete, accurate and current records pertaining to the Rental Development, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Rental Development shall at all times be kept separate and identifiable from any other business of the Owner and shall be maintained as required by the Agency, in a reasonable condition for proper audit. Owner shall retain all records related to compliance with obligations under this Agreement and Chapter 18.40 for a period not less than five (5) years from the date of origination of such records, and make them available to Agency employees or others designated by the Agency for inspection and copying on ten (10) business days' written notice. Owner shall permit Agency employees or others designated by the Agency to inspect the Property to monitor compliance with this Agreement following five (5) business days' written notice to Owner. The Agency shall be further entitled to monitor compliance with this Agreement and Chapter 18.40 as provided in the Administrative Manual.

ARTICLE 4.
OPERATION , MANAGEMENT, AND MAINTENANCE OF THE DEVELOPMENT

Section 4.1 Residential Use. The Rental Development shall be operated only for residential use. No part of the Rental Development shall be operated as transient housing.

Section 4.2 Compliance with Assignment Agreement. Owner shall comply with all applicable terms and provisions of the Assignment Agreement (as referenced in Recital E) and the Quitclaim Deed (as referenced in Recital E).

Section 4.3 Taxes and Assessments. Except to the extent Owner is exempt pursuant to law, Owner shall pay all real and personal property taxes, assessments, if any, and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any line or charge from attaching to the Property; provided, however, that Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Owner exercises its right to contest any tax, assessment, or charge against it, Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Section 4.4 Management Responsibilities. The Owner is responsible for all management functions with respect to the Rental Development, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Agency shall have no responsibility over management of the Rental Development. The Owner shall retain a professional property management company approved by the Agency in its reasonable discretion to perform its management duties hereunder. With prior Agency approval, the

Owner may also self-manage the Rental Development. A resident manager shall also be required for all Rental Developments with sixteen (16) or more Units.

Section 4.5 Approval of Management Policies. The Owner shall submit its written management policies with respect to the Rental Development to the Agency for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Regulatory Agreement.

Section 4.6 Property Maintenance. The Owner agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

The Agency and County places prime importance on quality maintenance to ensure that all County and Agency inclusionary housing developments and County-assisted and Agency-assisted affordable housing projects within the County are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Rental Development will be acceptable to the County assuming the Owner agrees to provide all necessary improvements to assure the Rental Development is maintained in good condition. The Owner shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that the Owner breaches any of the covenants contained in this section and such default continues or is not commenced to be cured for a period of ten (10) business days after written notice from the Agency with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the Agency with respect to landscaping and building improvements, then the Agency, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the Agency shall be permitted (but is not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or costs of such cure, plus a fifteen percent (15%) administrative charge, which amount shall be promptly paid by the Owner to the Agency upon demand.

Section 4.7 Insurance Requirements. The Owner shall maintain the following insurance coverage throughout the Term of this Agreement:

(a) Worker's Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars ($1,000,000) each accident.

(b) Comprehensive General Liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit and Five Million Dollars ($5,000,000) aggregate limit for all occurrences for Bodily Injury and Property

Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(c) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit and Five Million Dollars ($5,000,000) aggregate limit for all occurrences for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable; provided, however, that if the Owner does not own or lease vehicles for purposes of this Agreement, then no automobile insurance shall be required.

(d) Property insurance covering the Rental Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the Agency. Flood insurance shall be obtained if required by applicable federal regulations.

The Owner shall cause any general contractor, agent, or subcontractor working on the Rental Development under direct contract with the Owner or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a), (b), and (c) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars ($1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (e), (f), and (g) below, including, without limitation, the requirement of subsection (f). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the County, the Agency, their officers, agents, employees and members of the County Board of Supervisors and the Agency Board.

(e) The required insurance shall be provided under an occurrence form, and Owner shall maintain the coverage described in subsections (a) through (d) continuously so long as this Agreement is in effect. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(f) Comprehensive General Liability, Comprehensive Automobile Liability and Property insurance policies shall be endorsed to name as an additional insured the County, the Agency, and their officers, agents, employees and members of the County Board of Supervisors and the Agency Board.

(g) All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the Agency.

ARTICLE 5.
DEFAULT AND REMEDIES

Section 5.1 Failure of the Owner to cure or commence to cure (and diligently prosecute such cure to completion) any default in the Owner's obligations under the terms of this Agreement within thirty (30) days after the delivery of a notice of default from the Agency will constitute a default under this Agreement. Subject to the rights of lenders under

the financing agreements for the development of the Property, the Agency may exercise such remedies as are available for such default pursuant to the Assignment and Assumption Agreement or any of the following.

(a) instituting against the Owner, or other parties, a civil action for declaratory relief, injunction or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation;

(b) where one or more persons have received financial benefit as a result of violation of this Regulatory Agreement the Agency may assess, and institute legal action to recover as necessary, a penalty in any amount up to and including the amount of financial benefit received, in addition to recovery of the benefit received;

(c) prosecuting a misdemeanor against any person who has rented a residential unit at a rent exceeding the maximum allowed under this Regulatory Agreement or to a household not qualified under this Regulatory Agreement, or who has otherwise violated Chapter 18.40, or any other agreement, restriction or requirement authorized or imposed under Chapter 18.40;

(d) if and to the extent necessary to correct any such default, the Owner hereby grants to the Agency the option to lease, from time to time, units in the Rental Development for a rental of One Dollar ($1.00) per unit per year for the purpose of subleasing such units to comply with Sections 2.1 and 2.2 of this Regulatory Agreement. Any rents received by the Agency under any such sublease shall be paid to the Owner after the Agency has been reimbursed for any expenses incurred in connection with such sublease; or

(e) any other remedies authorized under Chapter21.84 of the Monterey County Code.

Section 5.2 Remedies Cumulative. Subject to Section 5.1, no right, power, or remedy given to the Agency by the terms of this Regulatory Agreement or the Assignment and Assumption Agreement, is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Agency by the terms of any such document, or by any statute or otherwise against the Owner, and any other person. Neither the failure nor any delay on the part of the Agency to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Agency of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 5.3 Attorneys Fees and Costs. The Agency shall be entitled to receive from the Owner or any person violating the requirements of this Agreement, in addition to any remedy otherwise available under this Agreement or at law or equity, whether or not litigation is instituted, the costs of enforcing this Agreement, including without limitation reasonable attorneys' fees and the costs of Agency staff time.

ARTICLE 6.
GENERAL PROVISIONS

Section 6.1 Appointment of Other Agencies. At its sole discretion, the Agency may designate, appoint or contract with any other public agency, for-profit or non-profit organization to perform the Agency's obligations under this Agreement.

Section 6.2 Hold Harmless. Owner will indemnify and hold harmless (without limit as to amount) the County, the Agency, and their elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to the Rental Development, the Inclusionary Rental Units, or Owner's performance or non-performance under this Agreement, and shall protect and defend Indemnitees, and any of them with respect thereto, except to the extent caused by the gross negligence or willful misconduct of the County or the Agency. The provisions of this section shall survive expiration or other termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement, and the provisions of this section shall remain in full force and effect.

Section 6.3 Covenants to Run With the Land. The Agency and the Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the Agency expressly releases such conveyed portion of the Property from the requirements of this Agreement.

Section 6.4 Attorneys Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all reasonable costs and expenses of suit, including attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

Section 6.5 Notices. All notices required pursuant to this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the party to receive such notice at the addressed set forth below:

TO THE AGENCY: Redevelopment Agency of the
County of Monterey
Resource Manager
Housing and Redevelopment Office
168 W. Alisal Street
Salinas, CA 93401
Attn: Jim Cook

TO THE OWNER: _____

_____

_____

_____

Attn: _____

Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above.

Section 6.6 Integrated Agreement. This Agreement constitutes the entire Agreement between the parties and no modification hereof shall be binding unless reduced to writing and signed by the parties hereto.

Section 6.7 Term and Amendment of Agreement. This Agreement shall remain in effect for a period of fifty-five (55) years provided, however, if the Rental Development is destroyed or demolished by forces of nature without action by Owner (or irreparably damaged by forces of nature and then demolished by Owner) and such destruction or demolition occurs at least fifty (50) years following the date of this Agreement, this Agreement shall terminate upon such destruction or demolition. This Agreement, and any section, subsection, or covenant contained herein, may be amended only upon the written consent of the Resource Manager, County Office of Housing and Redevelopment or his or her designee, who shall have authority in his or her discretion to approve or disapprove amendment on behalf of the Agency.

Section 6.8 No Claims. Nothing contained in this Agreement shall create or justify any claim against the Agency by any person that Owner may have employed or with whom Owner may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Property or the construction of the Rental Development.

Section 6.9 Applicable Law. This Agreement shall be governed by California law.

Section 6.10 Waivers. Any waiver by the Agency of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Agency to take action on any breach or default of Owner or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Agency to any act or omission by Owner shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the Agency's written consent to future waivers.

Section 6.11 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 6.12 Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 6.13 Recording of Agreement. The Owner shall cause this Agreement to be recorded against the Property in the Official Records of the County of Monterey.

Section 6.14 Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall nevertheless, be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

OWNER:

_____, a California
_____

By: _____

Its: _____

By: _____

Its: _____

AGENCY:

Redevelopment Agency of the County of Monterey, a public body, corporate and politic

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Agency Counsel

ACKNOWLEDGMENTS

State of California
County of Monterey

On _____ before me, _____,
Notary Public, personally appeared _____
personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California
County of Monterey

On _____ before me, _____,
Notary Public, personally appeared _____
personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A TO EXHIBIT B-1

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B TO EXHIBIT B-1

MAXIMUM INITIAL RENTS OF INCLUSIONARY RENTAL UNITS*

Income Classification	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms
Very Low Income Unit				
Low Income Unit				

NOTE: UTILITY ALLOWANCES MUST BE SUBTRACTED TO CALCULATE AMOUNT THAT MAY BE CHARGED TO TENANTS – SEE EXHIBIT C

EXHIBIT C TO EXHIBIT B-1

UTILITY ALLOWANCE FOR INCLUSIONARY RENTAL UNITS*
(SUBJECT TO CHANGE ANNUALLY)

1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms

***NOTE: SUBTRACT UTILITY ALLOWANCE FROM MAXIMUM RENT TO CALCULATE AMOUNT THAT MAY BE CHARGED TO TENANT**

EXHIBIT B-2

MODIFICATIONS OF COUNTY INCLUSIONARY HOUSING POLICIES

EVIDENCE: Disposition and Development Agreement, approved by the Redevelopment Agency of Monterey County by Resolution No. __ on October 4, 2005. This Agreement outlines the requirements for affordable housing, including the 20% inclusionary units and an additional 10% "Workforce II" housing units.

10. FINDING: The project complies with the Inclusionary Housing ordinance #4185 (codified at chapter 18.40 of the Monterey County Code), with modifications as applied to this project and as herein approved by the Board. The modifications are justified by the unique facts and circumstances of this project.

1. Section 18.40.050.B.2 of the Monterey County Code allows the Board of Supervisors to modify the requirements of Chapter 18.40 as applied to a particular project if the Board finds, based on substantial evidence, that it would be appropriate to modify the requirements of the Chapter as a result of unusual circumstances.

2. This project is unique because it is within a Redevelopment Area and is subject to the requirements of the Community Redevelopment law (Health and Safety Code secs. 33000 et seq.). In addition, this project is subject to the unusual circumstance that the Agency is conveying the land to the project applicant, and therefore, in compliance with Community Redevelopment Law, the Redevelopment Agency has negotiated a Disposition and Development Agreement (DDA) with project applicant. The DDA contains detailed requirements governing the disposition of land and development of the project, including requirements relating to the building of units affordable to very low, low, and moderate income households and workforce II households. Under the DDA, 20% of the 1400 units will be affordable deed-restricted housing, with a distribution of 6% very low, 8% low, and 6% moderate income units, which is slightly more units earmarked for low income and fewer for moderate income than the required distribution, thereby meeting a need in the County for units eligible to low income households. The project also provides more affordable units than required by the Inclusionary Housing ordinance. In addition to the 20% inclusionary units, 10% of the 1400 units will be initially sold as Workforce II housing units, affordable to households earning between 150% and 180% of median income. The DDA contains a detailed schedule governing the timing of construction of the inclusionary units and other requirements guaranteeing the provision of the inclusionary housing units.

3. The very low and low income units are to be rental units with a term of affordability of 55 years. The moderate income units will be for sale units for a term of affordability of 45 years. These modifications to the term of affordability are consistent with the requirements of Community Redevelopment law and type of financing which will be sought to develop the affordable units.

   County consents under the DDA not to impose local preference policies for eligibility for the very low and low income rental inclusionary housing units or, unless County selects the Workforce II buyers, for the Workforce II homes. This modification is consistent with legal restrictions that may be imposed as a condition of the particular types of financing expected to be obtained to develop these units.

EVIDENCE: The project is in compliance with the requirements of the Inclusionary Housing Ordinance (#4185) based on the requirement that 20 percent of the units be affordable.

EVIDENCE: Chapter 18.40 of the County Code.

EVIDENCE: Disposition and Development Agreement between the Redevelopment Agency and East Garrison Partners I, LLC.

EXHIBIT C

FORM OF

AGREEMENT FOR PURCHASE, SALE AND DEVELOPMENT OF REAL PROPERTY AND ESCROW INSTRUCTIONS

(PHASE TWO RENTAL AFFORDABLE HOUSING DEVELOPMENT)

[SUBJECT TO REVISIONS AND CONFORMING CHANGES PRIOR TO EXECUTION]

This AGREEMENT FOR PURCHASE, SALE AND DEVELOPMENT OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "**Agreement**") is made and entered into as of _____, 200_ (the "**Effective Date**"), by and between EAST GARRISON PARTNERS I, LLC, a California limited liability company ("**Seller**") and _____, a California nonprofit public benefit corporation ("**Buyer**") (collectively, the "Parties").

RECITALS

A. Seller is or will become the owner of certain real property located in the County of Monterey ("**County**"), State of California, consisting of approximately _____ acres, described as_____, as shown on that certain [as yet unrecorded] map entitled "Map of _____", pertinent portions of which are contained in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**").

B. The Property is a portion of an approximately 244 acre area in the unincorporated part of the County known as East Garrison Track 0 which is to be substantially conveyed by the Redevelopment Agency of the County of Monterey ("Agency") to Seller for development in accordance with that certain Disposition and Development Agreement by and between the Agency and Seller, dated as of October 4, 2005 (the "DDA"), and recorded by Memorandum of DDA in the Official Records of the Monterey County Recorder on May 16, 2006, as Document No. 2006044222 (the "DDA"). The East Garrison Track 0 area is part of the former Fort Ord Army Base and was conveyed by the U.S. Army (the "Army") by quitclaim deed (the "Army Deed") to the Fort Ord Reuse Authority ("FORA") which will convey the East Garrison Track 0 area by quitclaim deed (the "FORA Deed") to the Agency, for conveyance by quitclaim deed to Seller substantially in the form of Attachment No. 7 to the DDA (the "Agency Deed"), subject to certain easements, use and development restrictions imposed by the Agency under the DDA and subject to certain easements, rights, conditions, disclosures, warranties and restrictions in the Army Deed and the FORA Deed, including a Finding of Suitability to Transfer ("FOST") adopted by the Army and appended to the Army Deed.

C. In connection with Seller's development of a project consisting of housing and other related uses on the East Garrison Track 0 property (the "**Project**"), Seller desires to ensure that certain affordable housing requirements are met in accordance with, among other things, the Redevelopment Plan for the Fort Ord Redevelopment Project (the "**Redevelopment Plan**"), the

East Garrison Specific Plan and related development entitlements approved by the County on October 4, 2005 (collectively, the "**Specific Plan**"), that certain Development Agreement by and between the County and Seller, dated as of October 4, 2005, and recorded in the Official Records of the Monterey County Recorder on May 16, 2006 as Document No. 2006044223 ("DA") and the DDA. Accordingly, Seller desires to ensure the development of approximately _____ residential rental units affordable to Very Low and Low Income Households, [plus one on-site employee accessory unit not income restricted] (the "Rental Affordable Housing Project") (the "**Rental Affordable Housing Project**"), on the Property.

D. In accordance with the requirements of the DDA for the Rental Affordable Housing Project, Seller and Buyer have entered into a Memorandum of Agreement dated as of __ _____ ("MOA"). Pursuant to the MOA, Seller and Buyer with the approval of the Agency, will or have entered an Assignment and Assumption Agreement consistent with the form set forth in Exhibit D to the MOA ("Assignment and Assumption Agreement"). Buyer (as defined below in Recital F) and the Agency shall enter into an Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants ("Regulatory Agreement") (all, collectively, the "Rental Affordable Requirements").

E. Seller has, or may, encumber the Property with certain debt financing liens and encumbrances ("**New Financing Encumbrances**"), but intends to remove such New Financing Encumbrances from title to the Property on or before the closing hereunder.

F. Seller desires to sell to Buyer the Property for the purpose of Buyer developing the Rental Affordable Housing Project, and Buyer desires to purchase the Property from Seller to develop the Rental Affordable Housing Project, in accordance with the terms and conditions contained in this Agreement. Seller acknowledges that Buyer, subject to approval of Seller and the Agency, intends to form a California limited partnership ("Buyer's Affiliate Partnership") with tax credit investors and Buyer or its wholly controlled affiliate as sole general partner to acquire, finance, develop, own and operate the Rental Affordable Housing Project. As used in this Purchase Agreement the term "Buyer" shall also mean Buyer's Affiliate Partnership when legally formed and qualified to act with respect to such matters.

G. The parties also contemplate that certain infrastructure improvements in connection with the Rental Affordable Housing Project will be completed by or for Seller prior to the Close of Escrow on the Property on Buyer's behalf.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE.

1.1 Agreement to Buy and Sell.

1.1.1 Subject to the terms and conditions set forth herein, Seller agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Property.

1.1.2 As used herein, the term "Property" shall include the Property and all of Seller's right, title and interest in and to all entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto. Notwithstanding the foregoing, the term "Property" excludes, in any event, any reimbursement, payment, credit or refund of any deposits, fees, tax increments, and other payments actually paid by Seller in connection with the development of the Property ("**Fee Credits**"). All Fee Credits shall be and remain the property of Seller.

1.1.3 The parties acknowledge and agree that the Property description is a pro forma description based on an as yet unrecorded map, and that the description shall not be amended in any material respect without the mutual consent of the parties, except that any amendment required by any governmental authority or agency shall be permitted.

1.2 Purchase Price. The purchase price for the Property shall be ONE DOLLAR ($1.00) (the "**Purchase Price**").

1.3 Fee Credits Payment. If Buyer receives any Fee Credits against fees charged Buyer at the time of building permits which are based on infrastructure, improvements or mitigation measures installed or paid for by Seller, whether prior to or after the Close of Escrow, Buyer shall immediately notify Seller of such Fee Credit and shall hold the amount of such Fee Credit in trust for the benefit of Seller. Buyer shall pay to Seller the amount of any such Fee Credit in immediately available funds as soon as reasonably possible, but in no event later than three business days after Buyer's receipt of the Fee Credit. The provisions of this Section 1.3 shall survive the Close of Escrow.

2. PROPERTY REPORTS.

On or before the Effective Date, Buyer shall have received copies of documents that to Seller's actual knowledge relate to the Property and are in Seller's actual possession and control as listed in **Exhibit B** attached hereto (the "**Property Reports**"), without any representation or warranty whatsoever as to the accuracy or completeness of such Property Reports except that, to Seller's actual knowledge, the Property Reports provided are true and complete copies of the Property Reports. If this Agreement is terminated for any reason other than Seller's default, Buyer shall promptly return to Seller all Property Reports received by Buyer.

3. CONDITION OF TITLE.

3.1 Applicable Requirements. Conveyance of the Property at the Close of Escrow shall be, and Buyer shall accept the Property, subject to the following, each to the extent applicable to the Property, and each as maybe amended, modified, replaced and/or supplemented:

(a) the covenants, disclosures, conditions, rights and restrictions (including the rights of reverter and option to repurchase) in the Quitclaim Deed from the Seller to Buyer, consistent with the form set forth in Exhibit C to this Agreement and approved by the Agency and Seller (the "**Seller's Quitclaim Deed**"), including, without limitation, the inclusion of or reference in Seller's Quitclaim Deed to those covenants, disclosures, conditions, rights and restrictions set forth in the Agency Deed to Seller (including use restrictions, rights of water, and

rights of reverter and option to repurchase as subordinated to approved lenders according to their terms), as referenced and incorporated into Seller's Quitclaim Deed to Buyer;

(b) the Assignment and Assumption Agreement to be entered into prior to or concurrently with this Agreement by and between the Seller, Buyer and Agency, consistent with the form set forth in Exhibit D to the MOA and approved by the Agency and Seller;

(c) the DA;

(d) the DDA;

(e) the Redevelopment Plan;

(f) the Regulatory Agreement;

(g) the Additional Easements (as defined in Section 4), if any; and

(h) all other covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, encumbrances, notices, matters and title conditions existing in connection with the Property at the Close of Escrow, whether of record, shown in a preliminary title report for the Property, or reviewed and approved by Buyer prior to Close of Escrow.

All of the foregoing shall be referred to herein as the "**Applicable Requirements.**"

3.2 No Liability. Notwithstanding anything that may be to the contrary in this Agreement, Seller shall not be liable to Buyer in damages or otherwise by reason of its inability to convey title as required in Section 3.1, except solely for any title matters intentionally created by Seller that are not permitted under this Agreement, and Buyer shall look solely to its Title Policy and not to Seller for recovery of any losses, expenses, damages and/or liability in connection therewith.

4. ADDITIONAL EASEMENTS.

4.1 Before Close of Escrow. Prior to the Close of Escrow, and if the Property is not shown as a parcel on a final subdivision map approved by the County, Seller shall have the right to: (i) replat, rezone and resubdivide the Property ("**Replat**"); and/or (ii) reserve and/or impose covenants, easements, CC&R's and a homeowners association, assessment or special tax districts (including, but not limited to a community services district ("**CSD**") and a community facilities district ("**CFD**"); provided that the Property shall not be subject to special taxes, charges, fees or costs imposed by a CSD or CFD and liens in connection therewith for infrastructure improvements, maintenance of public facilities and/or public services, exclusive of taxes, charges, fees and costs imposed by the County and other public entities, so long as the Property is used for rental affordable housing subject to the Regulatory Agreement), non-monetary encumbrances, covenants, conditions and restrictions, rights, and rights-of-way, in addition to those existing on or in connection with the Property as of the Effective Date, on, over, under, across and/or through the Property necessary or desirable in connection with Seller's construction and/or development of the Project, and any related activities ("**Additional Easements**"). Notwithstanding anything that may be to the contrary in this Agreement, Buyer shall accept the

Property at Close of Escrow subject to such Additional Easements as may have been imposed as of the Close of Escrow. Such Additional Easements may include both temporary and permanent construction and/or access easements provided such easements do not interfere with Buyer's development of the Property.

4.2 After Close of Escrow. After the Close of Escrow, Buyer shall: (i) consent to, accept, cooperate with and/or convey such Additional Easements as Seller may reasonably request in writing; and (ii) consent to and cooperate with any Replat reasonably requested by Seller; provided such Additional Easements do not interfere with Buyer's development of the Property. The provisions of this Section 4.2 shall survive the Close of Escrow.

5. ESCROW AND CLOSING.

5.1 Opening of Escrow. On or before three business days after the Effective Date, Buyer shall open an escrow (the "**Escrow**") with _____ ("**Escrow Holder**"), by depositing with Escrow Holder a copy of this fully executed Agreement, or executed counterparts hereof. As used in this Agreement, the "**Close of Escrow** shall mean the date the Seller's Quitclaim Deed is recorded in the Office of the Recorder of the County (the "**Official Records**"), and "**Closing Date**" shall mean the date on which the Close of Escrow occurs. As referenced in Section 3.1 (a), the Seller's Quitclaim Deed contains deed restrictions and covenants, that among other things restrict the use of the Property for rental affordable housing purposes. The form of the deed restrictions and covenants contained in the Seller's Quitclaim Deed shall be subject to revision to the extent necessary to comply with any Applicable Requirements and/or any requirements of any governmental agency or authority.

5.2 Closing Date. The Close of Escrow shall occur on or before _____ (the "**Outside Closing Date**") on a date designated by Buyer upon at least five business days' written notice to Seller and Escrow Holder (the "**Scheduled Closing Date**"). The foregoing notwithstanding, Seller shall have the right to extend the Outside Closing Date and any Scheduled Closing Date for such period or periods of time as may be necessary or desirable to allow Seller to remove from record title any New Financing Encumbrances; provided such extension will not extend beyond any outside closing date required in connection with any such tax credit allocation or tax-exempt bond financing obtained by Buyer or otherwise conflict with time requirements in any financing documents in connection therewith.

5.3 Escrow Fees and Other Charges. At Close of Escrow, Buyer and Seller shall pay in accordance with County custom all costs of closing, including, without limitation: (a) the premium cost of the Title Policy (as defined in Section 6.1 below); (b) all recording charges; (c) Escrow Holder's fees; (d) all County and City documentary and transfer taxes and fees; and (e) other costs related to the transaction.

5.4 Closing Deliveries. The parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

5.4.1 Buyer's Deliveries. Buyer shall deposit the Purchase Price in cash, and Buyer's share of closing costs and prorations as provided in Sections 5.2 above and 5.5.2 below. Buyer shall also execute the Seller's Quitclaim Deed as grantee thereunder, the Assignment and

Assumption Agreement, as assignee thereunder, and, if not previously done, the Regulatory Agreement.

5.4.2 Seller's Deliveries. Seller shall deposit:

(a) the Seller's Quitclaim Deed and Seller's share of closing costs and prorations;

(b) a non-foreign certification satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in the form of **Exhibit D-1** attached hereto (the "**Non-Foreign Affidavit**");

(c) a California state tax withholding certificate satisfying the requirements of California Revenue and Taxation Code Sections 18805(d) and 26131 in the form of **Exhibit D-2** attached hereto (the "**California Tax Certificate**");

(d) an assignment and bill of sale in the form of **Exhibit D-3** attached hereto (the "**Assignment**"); and

(e) the executed Assignment and Assumption Agreement between Seller and Buyer and approved by the Agency under the DDA and the County under the DA.

5.4.3 Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to proceed to the Close of Escrow and consummate the sale of the Property in accordance with the terms of this Agreement.

5.5 Closing.

5.5.1 Actions by Escrow Holder. On the Closing Date, provided each of the conditions to the parties' obligations have been satisfied or waived, Escrow Holder shall undertake and perform the following acts in the following order:

(a) record the Assignment and Assumption Agreement;

(b) record the Seller's Quitclaim Deed in the Official Records (with documentary transfer tax information to be affixed after recording);

(c) record the Regulatory Agreement;

(d) pay any transfer and documentary taxes and fees;

(e) deliver to Seller the Purchase Price;

(f) deliver to Seller and Buyer: (i) conformed copies of the Seller's Quitclaim Deed, (ii) recorded Assignment and Assumption Agreement, and (iii) the Regulatory Agreement;

(g) deliver to Buyer: (i) the original executed Non-Foreign Affidavit, (ii) the original executed California Tax Certificate, (iii) the original executed Assignment and Bill of Sale, and (iv) the Title Policy covering the Property.

5.5.2 Prorations. Real property taxes and assessments for the Property shall be prorated as of the Close of Escrow on the basis of the most recent tax information. Said prorations shall be based on a 30-day month.

5.6 Failure to Close; Termination.

5.6.1 Buyer's Default. If the Close of Escrow does not occur on the Scheduled Closing Date (as may have been extended) due to Buyer's default or breach of this Agreement where such default or breach is not cured by Buyer upon ten days' notice, Seller shall have all rights and remedies available to it at law or in equity except the right of specific performance, provided that Buyer's liability for damages to Seller, if any, shall not exceed $100,000.00. Buyer has reviewed Attachment No. 3 to the DDA and understands and acknowledges that Buyer's failure to accept title to the Property may cause the withholding of building permits for market rate housing in the Project or cause a member of Seller to provide guarantees with respect to the timely development of the Property.

5.6.2 Seller's Default. If the Close of Escrow does not occur on the Scheduled Closing Date (as may have been extended) due to a breach of this Agreement by Seller where such breach is not cured by Seller upon ten days' notice, this Agreement shall not be terminated automatically, but only upon delivery to Escrow Holder and Seller of written notice of termination from Buyer if such breach is still uncured and outstanding on the date of such delivery, in which event (a) Escrow Holder shall automatically return any sums deposited by Buyer and then held by Escrow Holder; and (b) Buyer shall be entitled to pursue any and all remedies available to it against Seller, including, without limitation, specific performance of this Agreement; provided, that Seller's liability for damages to Buyer, if any, shall not exceed $100,000.00.

5.6.3 Cancellation Charges. If the failure to close is due to the default of one of the parties, the defaulting party shall bear the sole and full liability for paying any escrow and title cancellation fees and charges.

6. ACTIONS PENDING CLOSING.

6.1 Title Policy. Buyer's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Title Company to issue a CLTA Owner's Policy of Title Insurance (the "**CLTA Policy**") showing title to the Property vested in Buyer with liability equal to the Purchase Price, or such other amount as Buyer may request and is acceptable to the Title Company, subject to the Applicable Requirements. Buyer may choose to obtain an ALTA Owners Policy of Title Insurance (the "**ALTA Policy**") instead of a CLTA Policy (the policy selected whether the CLTA Policy or the ALTA Policy is referred to herein as the "**Title Policy**").

6.2 Access. From and after the Effective Date of this Agreement through the Close of Escrow, Buyer, its agents, employees and contractors shall have the right to enter the Property at reasonable times and upon reasonable prior notice for the purposes of conducting such

investigations, inspections and tests of the Property as Buyer deems necessary in order to determine the condition and suitability of the Property. Buyer hereby agrees to indemnify, defend, protect and hold Seller harmless from and against any and all loss, expense, claim, damage and injury to person or property resulting from the acts or omissions of Buyer, its employees, consultants, engineers, agents and contractors on the Property in connection with and/or related to the performance of any investigation, inspection and/or test of the Property; provided that Buyer shall have no responsibility or liability for any act or omission of Seller or Seller's agents, employees or contractors and/or for any adverse condition or defect on or affecting the Property not caused by Buyer or its employees, agents, contractors, or, subcontractors but discovered or impacted during their inspections. Buyer shall obtain and maintain until Close of Escrow: (i) worker's compensation insurance as may be required by law and (ii) primary liability insurance providing coverage on an occurrence basis in the amount of at least $1 million insuring against any loss, damage, injury or liability in connection with any such entry and/or investigations, inspections and tests of the Property by Buyer and/or Buyer's Representatives. Such insurance shall name Seller as an additional insured, and otherwise shall be issued by an insurer and be in a form and with deductibles subject to Seller's reasonable prior approval. Prior to any such entry by Buyer or Buyer's Representatives, Buyer shall provide Seller with a certificate evidencing Buyer's liability insurance, and such certificate shall provide that such insurance shall not lapse or be cancelled, terminated, or modified without 30 days' prior notice to Seller.

6.3 Financing; Budget. From and after the Effective Date of this Agreement through the Close of Escrow, Buyer shall process for closing all actions necessary or appropriate for the financing of the Property and the development and construction of the Affordable Rental Housing Project (the "**Rental Affordable Housing Financing**"), including, without limitation, documents for tax credit and bond financing, construction contracts, regulatory agreements, and any required equity contributions. The Rental Affordable Housing Financing shall be in an amount that is sufficient to fund all costs, expenses and fees covered by the Budget. Buyer shall consult regularly with Seller in Buyer's processing for closing of all such financing, and shall provide copies of such financing documents (and any drafts thereof) on Seller's written request. Such documents shall be approved by Seller and the Agency for compliance with the Applicable Requirements as a condition to Close of Escrow.

6.3.1 The "**Budget**" means a budget and business plan for the Rental Affordable Housing Project on the Property containing financial information and projections detailing all costs, expenses and fees associated with the Rental Affordable Housing Project, financing, cash flow projections, and a description of major development, construction and other milestones and deadlines, approved by Seller, a copy of which is attached as **Exhibit E**. The Budget may not be materially amended, modified or supplemented at any time without Seller's prior written approval which approval shall not be unreasonably withheld or delayed if the Budget is balanced and does not increase costs or liabilities of the Seller or Agency.

6.3.2 The "**Critical Dates Schedule**" means the schedule attached as **Exhibit F** which has been agreed to by the parties and sets forth dates for applying for or completing the components of the Affordable Rental Housing Financing and other matters essential to the Affordable Rental Housing Project. The Critical Dates Schedule is subject to extension for excused delay granted to Seller under Section 604 of the DDA taking into account time deadlines

imposed by Buyer's tax credits and financing obligations, and extensions for any delays caused by Seller.

7. CONDITIONS TO PURCHASE AND SALE.

7.1 Buyer's Conditions. The following conditions (the "**Buyer's Conditions**") are conditions precedent to Buyer's obligation to purchase the Property:

(a) The representations and warranties contained in Section 8.1 shall be true and correct as of the Close of Escrow, without any material adverse change, except for any material adverse change of which Seller has notified Buyer and Buyer has accepted in writing.

(b) Seller shall have performed all of its obligations under this Agreement to be performed on or before Close of Escrow.

(c) The Title Company shall be committed to issue the Title Policy.

(d) Seller shall have obtained all consents, approvals, authorizations and exemptions required to be obtained by it in order to consummate the transactions contemplated by this Agreement.

(e) No order or injunction restraining or preventing the transactions contemplated by this Agreement or the development of the Property shall be in effect, and no action, suit or proceeding challenging the transactions contemplated by this Agreement or adversely affecting the development of the Property, including, but not limited to eminent domain proceedings, shall be pending before any court or government agency or be overtly threatened by any government agency.

(f) The Rental Affordable Housing Financing shall have been obtained or irrevocably committed, [if applicable, the Loan Financing shall close concurrently with the Close of Escrow] and, [if applicable, on or before Close of Escrow, tax credit investors in Buyer shall have been admitted and made their respective capital contributions as required under any applicable agreement],all in accordance with the Budget.

(g) Buyer [and, with mutual agreement of Buyer, Seller, an affiliate of Seller or of any member of Seller] shall have entered into a construction contract ("**Construction Contract**") for the design, construction and development of the Affordable Rental Housing Project, on terms and conditions acceptable to the parties thereto in the reasonable discretion of each.

(h) The Property shall constitute a legal parcel subdivided in accordance with California law, which Seller shall satisfy prior to Close of Escrow.

Buyer's Conditions are for the benefit of and may be waived by Buyer. Upon the nonsatisfaction of any of Buyer's conditions, unless waived by Buyer, the Agreement may be terminated by Buyer at any time after the date Escrow is otherwise scheduled to close, in which event neither party shall have any further obligations under this Agreement except as otherwise specifically provided in Section 5.6 hereof.

7.2 Seller's Conditions. The following conditions (the "**Seller's Conditions**") are conditions precedent to Seller's obligation to sell the Property:

(a) The representations and warranties contained in Section 8.2 shall be true and correct as of the Close of Escrow, without any material adverse change, except for any material adverse change of which Buyer has notified Seller and Seller has accepted in writing.

(b) Buyer shall have performed all of its obligations under this Agreement to be performed on or before Close of Escrow.

(c) Buyer shall have obtained all consents, approvals, authorizations and exemptions required to be obtained by it in order to consummate the transactions contemplated by this Agreement.

(d) No order or injunction restraining or preventing the transactions contemplated by this Agreement shall be in effect, and no action, suit or proceeding challenging the transactions contemplated by this Agreement shall be pending before any court or government agency or be overtly threatened by any government agency.

(e) The Property shall constitute a legal parcel subdivided in accordance with California law.

(f) The Rental Affordable Housing Financing shall have been obtained or irrevocably committed in the amount specified in the Budget.

(g) Any construction loan that constitutes a portion of the Rental Affordable Housing Financing shall record and close prior to or concurrently with the Close of Escrow, and the lender of any permanent loan constituting a portion of the Rental Affordable Housing Financing shall at Close of Escrow be committed to fund upon completion of construction, subject only to standard conditions and limitations.

(h) The tax credit investors in Buyer shall have been admitted to Buyer, shall have entered into binding enforceable contractual obligations to contribute their respective capital contributions to Buyer, and shall have made, prior to or concurrently with the Close of Escrow, their respective capital contributions to Buyer to the extent required to be made prior to or concurrently with Close of Escrow or prior to commencement of construction under any applicable agreement.

(i) All necessary governmental, electoral and/or other approvals required to be obtained prior to commencement of construction shall have been obtained for the issuance to Buyer of the tax credits to be issued in connection with the Rental Affordable Housing Project.

(j) Buyer shall have entered into a construction contract with a general contractor reasonably acceptable to Seller (the "General Contractor") for the construction of the Rental Affordable Housing Project, subject only to a notice to proceed issued by Buyer following the Close of Escrow.

(k) The General Contractor shall have obtained and paid all fees for a performance bond, issued by a bonding company reasonably acceptable to Seller, insuring, in form acceptable to Seller, the timely performance by the General Contractor of all of the General Contractor's obligations under the Construction Contract. Such performance bond shall benefit and, subject to the rights of any construction lender, be enforceable directly by Seller.

(l) The General Contractor's obligations under the Construction Contract shall be unconditionally guaranteed by Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("CHISPA"), in a form acceptable to Seller. CHISPA's obligations under such guarantee shall explicitly benefit and, subject to the rights of any construction lender, be enforceable by Seller.

(m) The plans for the Rental Affordable Housing Project shall have been finally approved by all required governmental entities and all necessary permits for the construction of the Rental Affordable Housing Project shall be ready for issuance, subject only to payment of required fees.

Seller's Conditions are for the benefit of and may be waived by Seller. Upon the nonsatisfaction of any of Seller's conditions, unless waived by Seller, the Agreement may be terminated by Seller at any time after the date Escrow is otherwise scheduled to close, in which event neither party shall have any further obligations under this Agreement except as otherwise specifically provided in Section 6.5 hereof.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS.

8.1 Seller's Representations and Warranties. Except as disclosed to Buyer in the Property Reports and otherwise in writing, and except as contained in any document, record or report generally available to the public, Seller hereby represents, warrants and covenants to Buyer as follows:

(a) Seller is a California limited liability company, duly organized and in good standing under the laws of the State of California with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement. Seller is or will become the sole owner in fee simple of the Property and has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. Except as set forth in a recent preliminary title report including the Property, and except as otherwise contemplated in this Agreement, Seller has not alienated, encumbered, transferred, leased, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall Seller do so prior to the Close of Escrow. The entering into and performance by Seller of the transactions contemplated by this Agreement will not violate or breach any agreement, covenant or obligation binding on Seller. This Agreement has been duly authorized and executed by Seller and the parties signing on behalf of Seller, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Seller.

(b) Seller and any entity or person that owns or controls Seller are not bankrupt or insolvent under any applicable Federal or state standard, have not filed for protection or relief under any applicable bankruptcy or creditor protection statute and have not been

threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

(c) Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other.

(d) Except for the New Financing Encumbrances and related loan documents, Seller has not entered into any material written unrecorded agreement, lease or contract that would be binding against the Property after the Close of Escrow and which would have a material adverse effect on the Rental Affordable Housing Project and Buyer's ability to construct and develop the Rental Affordable Housing Project.

(e) To Seller's actual knowledge, Seller has disclosed all material written reports and documents in Seller's actual possession and control that pertain to the Property.

Any representations and warranties made to or in connection with Seller's actual knowledge shall be deemed to be given only pursuant to the current actual knowledge of _____, without personal liability therefor and without investigation or inquiry or any duty to investigate or inquire. If Seller discovers that its representation and warranty contained in Section 8.1(d) and/or 8.1(e) is or may be inaccurate or untrue, Seller shall have the right to remedy such inaccuracy or untruth at any time within 30 days after the Effective Date.

8.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows, which representations and warranties shall be true, complete and correct as of the Effective Date and the Closing Date, and shall survive the Close of Escrow:

(a) Buyer is a nonprofit public benefit corporation duly organized, validly existing and in good standing and qualified to do business in the State of California, and has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer. The entering into and performance by Buyer of the transactions contemplated by this Agreement will not violate or breach any agreements, covenant or obligation binding on Buyer.

(b) Buyer is a nonprofit corporation qualifying under Internal Revenue Code section 501 (c)(3), the charitable mission of which is consistent with the acquisition, development and operation of affordable housing as set forth in its current Form 1023 filed with the Internal Revenue Service and its current Determination letter.

(c) Buyer and any entity or person that owns or controls Buyer are not bankrupt or insolvent under any applicable federal or state standard, have not filed for protection or relief under any applicable bankruptcy or creditor protection statute relief under any applicable bankruptcy or creditor protection statute and have not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

(d) Buyer is a qualified nonprofit organization meeting the requirements of IRC Section 42(h)(5)(C) and is a qualified nonprofit corporation within the meaning of the California Revenue and Taxation Code Section 214(g).

(e) Buyer has not had any "negative points" (as such term is used in the Regulations of the California Tax Credit Allocation Committee or the Procedures of the California Debt Limit Allocation Committee) assessed against it.

(f) Neither Buyer nor any partnership in which Buyer is a general partner is in default of any agreement with respect to any other property which has been awarded Tax Credits or tax exempt financing.

(g) There has not been an IRS Form 8611 filed with respect to any project in which the Buyer has a direct or indirect interest.

8.3 Buyer's Covenants. In addition to all other covenants of Buyer contained in this Agreement, Buyer shall perform the following covenants:

(a) Financing. From and after the Effective Date of this Agreement, Buyer shall use all commercially reasonable efforts to apply for and obtain all other financing in addition to the Rental Affordable Housing Financing that may be reasonably available and/or suitable in connection with the Rental Affordable Housing Project on the Property ("**Additional Rental Affordable Housing Financing**"). If Buyer obtains any such Additional Rental Affordable Housing Financing, Buyer shall use such Additional Rental Affordable Housing Financing solely for the Rental Affordable Housing Project and/or to pay any amounts owing Seller under any loan or advance to Buyer.

(b) Compliance. In connection with this Agreement, and the transactions and activities contemplated therein, including but not limited to the Buyer's development of the Rental Affordable Housing Project, Buyer shall fully comply with all Applicable Requirements and all Applicable Laws, and shall not, by any act or omission, cause Seller to fail to comply with any Applicable Requirements and Applicable Laws. "Applicable Laws" means all applicable federal, state, and local laws, rules, regulations, ordinances, codes, orders, and decrees.

(c) Transfers. Buyer shall not engage in any Transfer without the prior written consent of Seller, which Seller may withhold in its sole and absolute discretion. As used in this Agreement, "**Transfer**" means (i) any transfer, sale, lease (other than tenant leases), option, encumbrance or other conveyance of all or any portion of the Property; (ii) any direct or indirect transfer, sale, encumbrance, assignment or other conveyance, whether in a single transaction or a series of transactions, of 25% or more, cumulatively, of the direct or indirect beneficial ownership interests in Buyer and/or any successor or assign of Buyer and/or (iii) the suspension or termination of Buyer's involvement in and/or ultimate decisionmaking authority for the Rental Affordable Housing Project. Any Transfer that does not comply with the requirements of this Section shall be null and void, and shall constitute an incurable default by Buyer under this Agreement. Notwithstanding the foregoing, Buyer and Seller acknowledge and agree that the Buyer may, after the Effective Date of this Agreement without Seller's approval, convey limited partnership interests in itself to one or more tax credit investors for sufficient

consideration and consistent with the Budget and investors may transfer interests to other investors, so long as _____ remains the sole general partner of the Buyer and retains control over day today management of the development of the Rental Affordable Housing Project; provided, however, that with the consent of Seller and Agency such tax credit partners may replace Buyer as general partner and substitute a new general partner.

(d) Development of Rental Affordable Housing Project: Critical Dates Schedule. Buyer shall develop and construct the Rental Affordable Housing Project in accordance with: (i) all Applicable Requirements and all Applicable Laws, and any requirements of any governmental authority or agency in connection with the foregoing, (ii) the Budget, and (iii) in accordance with plans and specifications approved by Seller and by any governmental authority or agency. Buyer shall complete the tasks and items listed in the Critical Dates Schedule by the deadlines specified therein.

(e) Rental Affordable Housing Project Breakdown. Buyer shall develop, construct, and operate the Rental Affordable Housing Project so that a certain percentage of the units are very low income units, and a certain percentage of the units are low income units, as described in the DDA and the MOA (the "**Rental Affordable Housing Breakdown**"). The Rental Affordable Housing Breakdown shall be subject to determination and subsequent adjustment by Seller with Buyer's consent up to the time of Buyer's submission of applications for tax credit and bond financing.

(f) Buyer's Partnership Agreement. Seller shall have the right to reasonably approve the partnership agreement for the Buyer and any material amendments thereto for the purpose of determining compliance with Applicable Requirements.

The provisions of this Section 8.3 shall survive the Close of Escrow.

8.4 Seller's Covenants. In addition to all other covenants of Seller contained in this Agreement, Seller shall provide for the completion of the off-site infrastructure improvements necessary to serve the Property, including utilities stubbed to the parcel line of the Property, on a schedule coordinated with Buyer's construction and opening schedule for the Property, all as to be set forth in more detail on Exhibit G to this Agreement containing the requirements of Seller to provide horizontal improvements pursuant to the DDA to serve the Property. The provision of this Section 8.4 shall survive the close of escrow.

9. PROCESSING.

From and after the Effective Date, Seller shall have the right to process all applications, plans, maps, agreements, documents, approvals and other instruments or entitlements necessary or appropriate in Seller's sole discretion in connection with the Property and/or the development of the Rental Affordable Housing Project so long as it does not restrict Buyer's ability to develop the Property as contemplated in this Agreement. Buyer shall cooperate fully with and, upon Seller's request, assist Seller in the processing of any such items, including without limitation attending a reasonable number of meetings with governmental authorities relating to the same, and to the extent necessary or appropriate, executing all such items and materials. The provisions of this Section shall survive the Close of Escrow.

10. AS-IS SALE; RELEASE.

10.1 As-Is Sale. Buyer represents, warrants and covenants to Seller as of the Close of Escrow that Buyer independently has inspected the Property, or has had full opportunity to do so, and that Buyer has elected to go forward with the purchase of the Property based solely upon such examinations and inspections as Buyer has deemed appropriate to make, and not based on any information provided by or on behalf of Seller, including without limitation the Property Reports. Buyer agrees that except with regard to Seller's representations and warranties contained in Section 8.1 above, and Seller's covenants under Section 8.4, above, Buyer will accept the Property in its condition at Close of Escrow AS-IS, WHERE-IS and WITH ALL ITS FAULTS, including, without limitation, any faults and conditions specifically referenced in this Agreement. Buyer acknowledges and agrees that Seller (including, without limitation, any employee, representative, consultant, contractor or agent of Seller) has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, or past, present or future, concerning or with respect to the Property, including, without limitation, any of the following:

(a) the habitability, suitability or fitness for a particular purpose of the Property;

(b) the manner and quality of the Property;

(c) the nature, quality or condition of the Property, including, without limitation, the water, soil, and geology;

(d) compliance with any environmental protection, pollution, land use, or zoning laws, rules, regulations, orders or requirements, including, but not limited to, the Endangered Species Act;

(e) the presence or absence of hazardous or toxic materials or substances at, on, under, or adjacent to the Property;

(f) the fact that all or a portion of the Property may be located on or near an earthquake fault line or located in an Alquist-Priolo special study zone;

(g) the availability or provision of utilities or transportation to or for the Property;

(h) any other matter concerning or relating to the Property.

Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property, including without limitation the Property Reports, was obtained from a variety of sources and that neither Seller nor any of its agents, employees, representatives, consultants or contractors has made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information except as may otherwise be provided herein. Notwithstanding the foregoing, Seller shall deliver the Property in usable form, and the costs of

environmental remediation of known hazardous or toxic materials at, on, under or adjacent to the Property will be borne by Seller.

10.2 Release. To the maximum extent permitted by law, Buyer, on behalf of itself and its employees, agents, officers, affiliates, members, partners, managers, parent companies, subsidiaries, and all of its and their respective successors, transferees and assigns (collectively, "**Buyer's Parties**"), hereby waives and assumes the risk of all Released Claims (as defined below), and releases, covenants not to sue, and forever discharges Seller, and Seller's employees, agents, officers, affiliates, members, partners, managers, parent companies, subsidiaries and each of their respective successors, transferees and assigns (collectively, "**Seller's Benefited Parties**"), from and against any past, present or future claims, damages, liabilities, losses, costs or expenses (including, without limitation, attorneys' and expert witness fees) whether or not now known or unknown, suspected or unsuspected, accrued or unaccrued (collectively, "**Claims**") that Buyer or any of Buyer's Parties had, has or may at any time in the future have, arising from or relating to the Property (the "**Released Claims**"). Without limiting the generality of the foregoing, the Released Claims shall include, without limitation, Claims attributable to or in connection with (a) the physical condition of the Property; (b) status of title and zoning and land use entitlements; (c) any lack of access, utilities or entitlements; (d) the feasibility or infeasibility of obtaining entitlements, permits or approvals for the future development or use of the Property; (e) the environmental condition of the Property and the presence on the Property of hazardous or toxic materials, substances, wastes, pollutants or other contamination; (f) any surface and subsurface conditions; (g) the presence on the Property of any threatened or endangered species, or any archaeological sites, artifacts or other matters of archaeological significance; (h) any accident or casualty on the Property that occurs following the Close of Escrow, irrespective of the cause; and (i) a slope failure or surface or subsurface geologic or groundwater condition. Notwithstanding the foregoing, "**Released Claims**" shall not include any Claims to the extent directly and solely caused by (i) Seller's negligence or willful misconduct (provided that Seller shall be entitled to conclusively rely on the recommendations and opinions of, and information provided by, Seller's consultants and engineers) and/or (ii) Seller's breach of its covenants, representations or warranties expressly set forth in this Agreement or in any instruments executed and delivered by Seller at Close of Escrow.

10.3 Waiver. Buyer, on behalf of itself and all of Buyer's Parties, hereby waives application of California Civil Code Section 1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

_____
Buyer's Initials

Buyer acknowledges, for itself and on behalf of each of the Buyer's Parties, that it is aware that it, or any of the other Buyer's Parties, may hereafter discover facts in addition to or different from

those which it now knows or believes to be true with respect to the subject matter of this Agreement, but that it is Buyer's intention to hereby fully, finally and forever waive, assume the risk of, release and discharge each and all of the Released Claims and to bind all of the other Buyer's Parties to this release, assumption of risk, discharge and waiver. In furtherance of this intention, the releases set forth in this Section shall be and remain in effect as full and complete general releases notwithstanding the discovery or existence of any such additional or different claim or fact.

10.4 Environmental Insurance. Without limiting the provisions of Sections 10.1 through 10.3, above, Seller shall cause Buyer to be covered as an additional Named Insured under policies of environmental liability insurance obtained by the Fort Ord Reuse Authority ("**FORA PLL**") and any excess or additional environmental liability policies obtained by Seller. If Seller is unable to have Buyer named as an additional Named Insured under such insurance, Seller shall indemnify Buyer for any such environmental claims, except to the extent such claims are not entitled to coverage under such insurance.

10.5 Buyer's Insurance; Indemnification. Buyer shall at its own cost obtain and maintain or cause to be obtained and maintained, in such form and content as required by Seller in consultation with Buyer, comprehensive general liability, course of construction and builder's risk, and completed operations insurance, naming Seller and its members as Additional Insureds. Buyer shall defend, indemnify and hold harmless Seller from any claims or liability arising out of Buyer's ownership, development and operation of the Property and the Rental Affordable Housing Project. The foregoing provisions shall be binding on any and all successors and assigns of Buyer with respect to the Property and the Rental Affordable Housing Project.

10.6 Survival. The provisions of this Section 10 shall survive the Close of Escrow.

11. DEFAULT.

11.1 Buyer's Default. If Buyer fails to comply with any of its covenants, obligations and/or duties under this Agreement (except for any default or breach under Section 5.6.1), and if Buyer fails to cure such failure upon ten days' notice from Seller, Seller shall have, in addition to the right to exercise the Repurchase Option as provided in Section 12, and any other rights or remedies Seller may have under the Assignment and Assumption Agreement or otherwise under this Agreement, the right to terminate this Agreement. Buyer has reviewed Attachment No. 3 to the DDA and understands and acknowledges that Buyer's failure to accept title to the Property may cause the withholding of building permits for market rate housing in the Project or cause a member of Seller to provide guarantees with respect to the timely development of the Property.

11.2 Seller's Default. If Seller fails to comply with any of its covenants, obligations, and/or duties under this Agreement (except for any default or breach covered under Section 5.6.2), and if Seller fails to cure such failure upon ten days' notice from Buyer, Buyer shall have, in addition to any other rights or remedies Buyer may have under this Agreement, the right to terminate this Agreement.

12. REPURCHASE OPTION.

12.1 Repurchase Option. In addition to Seller's rights of reverter and repurchase under the Quitclaim Deed, and as a separate and distinct remedy, upon the Close of Escrow hereunder, Seller shall have, and Buyer grants to Seller, an exclusive, irrevocable option (the "**Repurchase Option**") to repurchase the Option Property at the Option Price (as defined below). The "**Option Property**" means the Property, together with (i) such plans, specifications, warranties, agreements, entitlements, permits, certificates, approvals and licenses as may exist in connection with the Property and/or the Rental Affordable Housing Project at the time of option exercise, and (ii) all improvements as may exist on the Property at the time of option exercise and all other property and materials used or to be used in connection with such improvements and/or the Rental Affordable Housing Project. Seller's rights under this Section 12 shall be subordinated to Buyer's financing to the same extent that Agency's rights against Seller and/or Buyer shall be subordinated under the Agency Quitclaim Deed.

12.2 Option Price. The "**Option Price**" shall equal the total amount of out of pocket construction costs and expenses incurred by Buyer, as of the time of Option exercise, in connection with the construction of the Rental Affordable Housing Project. The Option Price shall be paid first by cancellation and offset of any outstanding amounts owed by Buyer and any Affiliate of Buyer to Seller. For purposes of this Agreement, "**Affiliate**" means, with respect to a person or entity, a person or entity controlled by, controlling, or under common control with such person or entity.

12.3 Option Term. The Repurchase Option shall be effective for a term commencing immediately upon the Close of Escrow and ending upon issuance of a Certificate of Completion by the Agency for the Rental Affordable Housing Project has been completed in accordance with all Applicable Requirements and all Applicable Laws, in Seller's reasonable discretion.

12.4 Option Exercise; Repurchase Events. Seller shall have the right to exercise the Repurchase Option by written notice to Buyer and tax credit investors in the Affordable Housing Partnership (the "**Exercise Notice**") at any time after any Repurchase Event occurs, and, as for Curable Repurchase Events, the Repurchase Cure Period elapses without cure of the Curable Repurchase Event. Buyer shall give Seller written notice of the occurrence of any Repurchase Event. For the purposes of this Agreement, "**Repurchase Event**" means any of the following events which would give rise to Agency's remedies to terminate Buyer's rights to develop the Property or revest title in the Agency if Seller did not exercise its remedies hereunder: (i) Buyer engages in a Transfer, except transfers permitted under Section 8.3, including transfers between tax credit investors; (ii) Buyer fails to comply with, and/or causes Seller to fail to comply with, any Applicable Requirements and/or any Applicable Laws; (iii) Buyer fails to meet any deadline specified in the Critical Dates Schedule under Buyer's control; and (iv) Buyer fails to comply with any of its post-closing covenants, duties or obligations in this Agreement and/or any of the Financing Documents. In the event of any Repurchase Event described in Section 12.4(ii), (iii), and (iv) that is reasonably susceptible of cure without causing any material adverse effect on the Project and Seller's ability to develop the Project on the schedule and in the manner currently proposed (a "**Curable Repurchase Event**"), then Buyer and/or tax credit investor(s) in the Rental Affordable Housing Partnership shall have 30 days from the delivery of a notice specifying such Curable Repurchase Event to cure, or if such cure is not possible within 30 days,

to commence within said 30 day period and diligently proceed to cure, such Curable Repurchase Event (the "**Repurchase Cure Period**").

If Seller exercises the Repurchase Option, Buyer shall upon request from Seller assign any plans, specifications, warranties and agreements in connection with the Property and/or the Rental Affordable Housing Project to Seller. Buyer shall ensure that all plans, specifications, warranties and agreements in connection with the Property and/or the Rental Affordable Housing Project shall be assignable to Seller at no cost or expense to Seller.

12.5 Option Closing. Concurrently with Buyer's receipt of an Exercise Notice, an escrow shall be opened with Escrow Holder. The closing of the purchase and sale of the Option Property ("**Option Closing**") shall occur after the date of the Exercise Notice on a date designated by Seller upon three days' written notice to Buyer, subject to Seller's right to extend the Option Closing from time to time for a period or periods not to exceed 30 days. At the Option Closing, Buyer shall convey the Property to Seller by quitclaim deed with the condition of title specified in Section 12.7 below, and all other Option Property other than the Property by bill of sale and assignment in a form reasonably acceptable to Seller. The parties shall timely execute and deliver any other documents or agreements reasonably necessary, and otherwise reasonably cooperate, to consummate the Option Closing.

12.6 Closing Costs and Prorations. Buyer shall pay all escrow fees of Escrow Holder and all documentary and other transfer taxes. Seller shall pay all necessary recording fees and the costs of any title insurance policy it may require. Current real property taxes and assessments for the Property shall be prorated as of the Option Closing on the basis of the most recent tax information. Said prorations shall be based on a 30 day month.

12.7 Condition of Title. At Option Closing, the Property shall be conveyed to Seller in the same title condition as shall have been conveyed to Buyer at the Close of Escrow, except that Seller shall accept (i) conditions or matters affecting title to the Property that Seller caused in connection with the development of the Project and/or the Rental Affordable Rental Housing Project and (ii) encumbrances imposed by senior lenders in connection with the Rental Affordable Housing Financing and/or Loan Financing previously approved by Seller. Buyer shall at its sole cost and expense take such action as is necessary to remove any title exceptions created by it and not allowed by this Agreement.

12.8 Memorandum of Option. Seller shall have the right, immediately upon the Close of Escrow, to record a memorandum of option ("**Memorandum of Option**") giving official notice of the Repurchase Option and Seller's rights thereunder. Seller shall execute and deliver a quitclaim of the Memorandum of Option at the expiration of the Option Term and satisfaction of the conditions set forth in Section 12.3.

12.9 Survival; Binding Effect. Without limiting the generality of any provision of this Agreement, the provisions of this Section shall survive the Close of Escrow, and shall run with the land and be binding on the successors, assigns, and transferees of Buyer as covenants running with the land and/or as equitable servitudes. Buyer acknowledges and agrees that if Seller exercises the Repurchase Option and Buyer defaults in its obligations thereunder, Seller will suffer irreparable harm for which damages will be an inadequate remedy, and that, in addition to

all remedies Seller may have in equity or at law, Seller shall be entitled to specific performance of the Repurchase Option.

13. CONDEMNATION.

If, prior to the Close of Escrow, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending taking which has not yet been consummated), Seller shall immediately notify Buyer of such fact. In such event, Seller shall have the right, in Seller's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Escrow Holder not later than seven days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds shall be returned by Escrow Holder to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne equally by Buyer and Seller.

14. BROKERS.

Buyer and Seller each represents and warrants to the other that it has not engaged any other real estate broker or finder in connection with this transaction. Seller agrees to indemnify, defend and hold Buyer harmless against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee which is payable or alleged to be payable to any broker or finder by or on the basis of any alleged acts by Seller. Buyer agrees to indemnify, defend and hold Seller harmless against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee which is payable or alleged to be payable to any broker or finder by or on the basis of any alleged acts by Buyer. The representations, warranties, indemnities and agreements contained in this Section 14 shall survive the Close of Escrow or earlier termination of this Agreement.

15. GENERAL PROVISIONS.

15.1 Counterparts. This Agreement maybe executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages maybe detached and assembled to form a single original document. A facsimile of a counterpart signature page shall be considered the equivalent of an ink original for all purposes.

15.2 Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both parties. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

15.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties

agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

15.4 Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the internal laws of the State of California.

15.5 Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. No provision of this Agreement shall be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

15.6 Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether they are contained herein or contained in any escrow instructions to be executed pursuant to this Agreement.

15.7 Attorneys' Fees. If any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of this Agreement, or the transactions contemplated hereby, or if any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded. The "prevailing party," for purposes of this Agreement, shall be deemed to be that party which obtains substantially the relief sought, whether by dismissal or award or judgment.

15.8 Assignment; Successors and Assigns. Except as permitted in Section 8.3(c) hereof, Buyer shall not transfer, encumber, sell or assign whether by operation of law or otherwise ("**Assign**") all or any portion of this Agreement and/or its rights and obligations hereunder without the express prior written consent of Seller which Seller may withhold in its sole and absolute discretion. Any Assignment that does not strictly comply with the requirements of this Section shall be null and void. Subject to the foregoing provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of successors and permitted assigns of the parties to this Agreement.

15.9 Notices. All notices, consents, requests, demands or other communications to or upon the respective parties shall be in writing and shall be effective for all purposes upon receipt on any work day before 5:00 PM local time and on the next work day if received after 5:00 PM or on other than a business day, including, without limitation, in the case of: (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; (iii) delivery by

United States first-class certified or registered mail, postage prepaid and (iv) transmittal by electronically confirmed telecopier or facsimile, addressed as follows:

If to Seller:
East Garrison Partners I, LLC
24571 Silver Cloud Court, Suite 101
Monterey, CA 93940
Attention: Ian Gillis
Fax: (831) 647-0446

with a copy to:
McDonough Holland & Allen, PC
555 Capitol Mall, 9th Floor
Sacramento, CA 95814
Attention: Joseph Coomes, Esq.
Fax: (916) 444-3826

If to Buyer:
_____
_____
_____
Attention: _____
Fax: (___) ___-____

With a copy to:
_____
_____
_____
Attention: _____
Fax: (___) ___-____

If to Escrow Holder:
_____
_____
_____
Attention: _____
Fax: (___) ___-____

In this section "**work days**" means days other than Saturdays, Sundays, and federal and state legal holidays. Either party may change its address by written notice to the other in the manner set forth above. Receipt of communications by United States first-class or registered mail shall be sufficiently evidenced by return receipt. Receipt of communication by facsimile shall be sufficiently evidenced by a machine-generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected pages.

15.10 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights hereunder.

15.11 No Partnership. Nothing in this Agreement shall be construed as making Buyer and Seller joint venturers or partners.

15.12 Natural Hazard Disclosure Statement. Buyer shall receive from Seller a Natural Hazard Disclosure Statement pertaining to the Property ("**Disclosure Statement**"). Buyer acknowledges that the Disclosure Statement is being delivered pursuant to the Natural Hazard Disclosure Act (California Government Code Sections 8589.3, 8589.4, and 51183.5, California Public Resources Code Sections 2621.9, 2694, and 4136, and California Civil Code Section 1102.6c(d), and any successor statutes or laws, as amended ("**Disclosure Act**"). Buyer acknowledges and agrees that nothing contained in the Disclosure Statement shall release Buyer from its obligation to fully investigate the condition of the Property, including without limitation whether the Property is located in any natural hazard areas, and that Buyer has the expertise to perform such investigations. Buyer further acknowledges and agrees that the matters set forth in the Disclosure Statement may change on or prior to the Closing and that Seller has no obligation to update, modify or supplement the Disclosure Statement.

15.13 Remedies. Each remedy set forth in this Agreement is cumulative of and in addition to any other remedy in this Agreement or available at law or in equity. The exercise, partial exercise or failure to exercise any remedy by any party shall not be an election of remedies and such party shall not be precluded from exercising any other remedy under this Agreement or other remedy available at law or in equity.

15.14 Assignment and Assumption Agreement; Quitclaim Deed. Nothing in this Agreement shall be deemed to waive, modify or otherwise excuse Buyer from compliance with, the provisions of the Assignment and Assumption Agreement or the Quitclaim Deed, and the rights and remedies of the Agency and Seller under said documents. In the event of any conflict between the provisions in this Agreement and any provision in the Assignment and Assumption Agreement, the provision in the Assignment and Assumption Agreement shall prevail.

15.15 Terminology; Interpretation. The captions beside the section numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular. The parties acknowledge that each party has reviewed or has had the opportunity to review with counsel this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. The parties further agree that no drafts of this Agreement or any amendments or exhibits hereto shall be used to interpret the meaning of this Agreement or any provision thereof, or the parties' intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

EAST GARRISON PARTNERS I, LLC,
a California limited liability company
"EGP"

By: Woodman Development Company, LLC,
a California limited liability company,
as a member

By: Woodman Development
Company, Inc., a California
corporation, as its
managing member

By: _____
Its: _____

By: _____
Its: _____

By: Lyon East Garrison Company I, LLC,
a California limited liability company,
as a member

By: William Lyon Homes, Inc.,
a California corporation,
as its managing member

By: _____
Its: _____

By: _____
Its: _____

BUYER:

_____,
a California non-profit public benefit
corporation

By: _____
Name: _____
Title: _____

ACCEPTANCE BY ESCROW HOLDER:

Escrow Holder hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement for Purchase and Sale of Real Property and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated:_____

_____

By:_____

Name:_____

Title:_____

EXHIBIT A

MAP OF _____

EXHIBIT B

LIST OF PROPERTY REPORTS

The Property Reports consist of the following:

1. Preliminary Title Report/Commitment;
2. Listing and Copies of Title Exceptions;
3. ALTA Survey/Endorsements;
4. Tentative Tract Maps with Conditions of Approval;
5. Final Recorded Tract Map;
6. Specific Plan/EIR;
7. Commission/Council Minutes of Approval;
8. Environmental Assessment Report as set forth in the Army's Track 0 Finding of Suitability to Transfer (FOST); and
9. Soils Assessment Report.

EXHIBIT C

FORM OF QUITCLAIM DEED

[TO BE INSERTED]

EXHIBIT D-1

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____, a California _____ ("**Transferee**"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("**Code**"), will not be required upon the transfer of certain real property to the Transferee by **[Seller]**, a [status] ("**Transferor**"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder); and

2. The Transferor's U.S. employer or tax (social security) identification number is ___ _____.

The Transferor understands that this Certification may be disclosed to the Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: _____, 200__

"TRANSFEROR"

[Seller]

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

EXHIBIT D-2

SELLER'S STATE TAX WITHHOLDING CERTIFICATE

To inform _____, a California _____ _____ ("Transferee"), on behalf of **[Seller]**, a [status] ("**Transferor**"), the undersigned hereby certifies that withholding of tax under Sections 18805 and 18662 of the California Revenue and Taxation Code (collectively, the "**Act**") will not be required by Transferor:

CHECK ALL APPLICABLE ITEMS:

☐ 1. Transferor is a resident of California. Transferor's last known address is _____ _____.

☐ 2. Transferor is a corporation qualified to do business in California.

☐ 3. Transferor is a partnership as determined in accordance with Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code.

☐ 4. Transferor has received a homeowner's property tax exemption for the Property.

☐ 5. Transferor is a bank acting as a trustee other than a trustee of a deed of trust.

If none of the above apply, the undersigned certifies that Transferor has filed Form 597-A with the California Franchise Tax Board ("FIB") for the purpose of obtaining a Certificate from the FTB that Transferor is not required to pay to the FTB the amount of tax otherwise required to be withheld and paid under the Act, or is required only to pay a reduced amount of such tax.

Transferor understands that this Certificate may be disclosed to the California Franchise Tax Board by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare, in my individual capacity, that I have authority to sign this document on behalf of Transferor.

Date: _____, 200_

"TRANSFEROR"

[SELLER]

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

EXHIBIT D-3

ASSIGNMENT AND BILL OF SALE

Reference is hereby made to (a) that certain property located in [City], [County] County, California and described in more detail on **Exhibit A** of that certain Purchase Agreement and Escrow Instructions between Seller and Buyer (as such parties are defined below) dated as of [Month] 200_, (b) to the improvements located thereon and (c) to the rights, privileges and entitlements incident thereto (the "**Property**").

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, [**Seller**], a [status] ("**Seller**"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to ., a California _____ ("**Buyer**"), all of Seller's right, title and interest in the Property, including, without limitation: (i) all entitlements, subdivision agreements and other agreements relating to the development of the Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) all warranties, claims and any similar rights relating to and benefiting the Property or the assets transferred hereby; (iv) all intangible rights, goodwill and rights benefiting the Property; (v) all development rights benefiting the Property; and (vi) all rights, claims or awards benefiting the Property; excluding in any event all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property, which shall be and remain the property of Seller.

Seller hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other acts which Buyer, its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and protect the rights of Buyer, its nominees, successors and/or assigns in, all the assets of Seller intended to be transferred and assigned hereby.

"Seller"

[Seller], a [status]

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

EXHIBIT E

BUDGET

[TO BE INSERTED]

EXHIBIT F

CRITICAL DATES SCHEDULE

[TO BE INSERTED]

EXHIBIT G

SELLER'S HORIZONTAL IMPROVEMENTS

TO SERVE THE PROPERTY

[List and Timing to be Provided Prior to Execution of this Agreement.]

EXHIBIT D

FORM OF
ASSIGNMENT AND ASSUMPTION AGREEMENT

[SUBJECT TO CONFORMING CHANGES PRIOR TO TRANSFER; MAY BE COMBINED INTO AGREEMENT ASSIGNING RIGHTS UNDER DEVELOPMENT AGREEMENT]

RECORDED AT THE REQUEST OF
AND WHEN RECORDED, RETURN TO:

_____
_____
_____
_____

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

(PARCEL _____, PURSUANT TO DISPOSITION AND DEVELOPMENT AGREEMENT AND AGENCY DEED: EAST GARRISON PROJECT)

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (herein "this Agreement") is entered into as of _____, 200__ (the "Effective Date"), by and among EAST GARRISON PARTNERS I, LLC, a California limited liability company (herein "Master Developer") and _____, a _____ (herein "Assignee") and is consented to by the REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY ("Agency") and approved by the COUNTY OF MONTEREY ("County").

The Effective Date of this Agreement shall be the date of its recordation in the Official Records of the County of Monterey pursuant to Section 6 hereof.

RECITALS

A. Master Developer entered into a Disposition and Development Agreement with the Agency dated as of October 4, 2005 (the "DDA"). A Memorandum of the DDA was recorded in the Official Records of the Monterey County Recorder on May 16, 2006, as Document No. 2006044222. The DDA sets forth rights, terms and conditions and requirements for the acquisition and development of certain real property described therein (the "Site") included within the Fort Ord Redevelopment Project Area. Pursuant to the DDA, the property subject to this Agreement will be developed as part of a new mixed-use community with residential, commercial, office, research, public, cultural, recreation, park and open space land

uses (the "Project"). Unless otherwise defined in this Agreement, capitalized terms shall have the same meanings as set forth in the DDA.

B. Master Developer owns the Site pursuant to that certain Quitclaim Deed, dated as of _____, from the Agency to Master Developer, which Deed was recorded in the Official Records of the Monterey County Recorder on _____, 200_, as Instrument No. _____ (the "Agency Deed"), setting forth certain disclosures, covenants, restrictions and requirements pertaining to the Assigned Parcel (as defined below), as well as the Remaining Site (as defined below).

C. Subject to Agency approval as provided in the DDA, the Master Developer desires to convey and assign to Assignee, its interests under the DDA as to that portion of the Site identified and described in Exhibit 1, attached hereto and incorporated herein by this reference (herein the "Assigned Parcel"). The remainder of the Site as described in the DDA shall be hereafter referred to as the "Remaining Site."

D. Assignee desires to be bound by and assume all of the Master Developer's obligations and other terms and conditions under the DDA and Agency Deed with respect to the Assigned Parcel.

E. Agency has determined that this Agreement satisfies the requirements of the DDA and Agency Deed with respect to the transfer of the Assigned Parcel.

F. In its approval of this Agreement, the County has determined that this Agreement also satisfies the requirements pertaining to the transfer and assignment of the Assigned Parcel under that certain Development Agreement (the "DA") between the Master Developer and the County, dated as of October 4, 2005, and recorded in the Official Records of the Monterey County Recorder on May 16, 2006, as Instrument No. 2006044223.

AGREEMENTS

NOW, THEREFORE, THE MASTER DEVELOPER AND ASSIGNEE HEREBY AGREE AS FOLLOWS:

1. Transfer of Assigned Parcel. Subject to all of the terms and conditions of that certain Purchase and Sale Agreement (the "Transfer Document"), Master Developer intends to transfer the Assigned Parcel to Assignee subject to the terms of the DDA and the Agency Deed applicable to the Assigned Parcel, and Assignee agrees to accept such transfer subject to the terms and conditions of the DDA and Agency Deed applicable to the Assigned Parcel, including but not limited to those provisions for performance in the development of the Assigned Parcel, restrictions on subsequent assignments, and rights and remedies in the event of default. The Transfer Document, in addition to other rights and remedies, reserves to the Master Developer the right to exercise certain remedies of reverter and repurchase under the Agency Deed prior to the exercise by the Agency of such rights retained by the Agency in the DDA and Agency Deed.

Certain relevant provisions of the Transfer Document are attached hereto as Exhibit 5 and incorporated herein by reference.

2. Assignment by Master Developer. Subject to the terms and conditions of this Agreement, as of the Effective Date (as determined under Section 6 hereof), Master Developer hereby assigns, transfers and grants to Assignee, and its successors and assigns, all of the Assigned Development Rights and Obligations, as such term is defined in Section 8 below. The Retained Development Rights and Obligations (as such term is defined in Section 8 of this Agreement) are hereby retained by the Master Developer and/or its other assignees and the Remaining Site.

3. Acceptance and Assumption by Assignee. Subject to the terms and conditions of this Agreement, as of the Effective Date (as determined under Section 6 hereof), Assignee, for itself and its assignors and assigns, hereby accepts such assignment and assumes all of the Assigned Development Rights and Obligations. Except as expressly provided in this Agreement, Assignee agrees, expressly for the benefit of the Agency, to comply with, perform and execute all the covenants and obligations of Master Developer under the DDA and Agency Deed arising from or under the Assigned Development Rights and Obligations.

4. Effect of Assignment.

(a) Approval or acceptance of this Agreement by the Agency shall not be deemed to create any responsibility on the part of Assignee for the performance or satisfaction of the Retained Development Rights and Obligations and the Remaining Site and Agency shall look solely to the Master Developer and/or its other assignees for the performance of such obligations, it being understood and agreed that the failure of the Master Developer and/or its assignees to timely perform all or any of such Retained Development Rights and Obligations shall not delay or prevent development of or the issuance of building permits or certificates of occupancy for the Assigned Parcel except to the extent such failure by the Master Developer and/or its assignees relates to satisfaction of conditions precedent under the DDA, if any, to the issuance of building permits, such as backbone infrastructure or services to serve the Assigned Parcel. Subject to the foregoing, approval or acceptance of this Agreement by the Agency shall be deemed to relieve the Master Developer and/or its other assignees from any and all responsibility or liability to the Agency for the Assigned Parcel and the performance of the Assigned Development Rights and Obligations and Agency shall look solely to the Assignee for the performance of such obligations, subject to the rights (but not the obligations) of the Master Developer to enforce such obligations pursuant to Section 12 of this Agreement, and subject to the Master Developer's obligations under the DDA to cause the development of the Rental Affordable Housing required on the Site. It is understood and agreed that the failure of Assignee for the performance of the Assigned Development Rights and Obligations shall not delay or prevent development of or the issuance of building permits or certificates of occupancy for the Remaining Site, except to the extent that such failure by the Assignee triggers a suspension of building permits for market rate housing units in the Remaining Site under Attachment No. 3 of the DDA.

(b) Without limiting the foregoing, Agency approval of this Agreement shall constitute Agency consent and agreement to the following:

(i) Agency hereby acknowledges and agrees that a default under the DDA with respect to the Remaining Site by the Master Developer and/or its other assignees which is not caused by Assignee or a breach of the DDA with respect to the Remaining Site by any third party (other than Assignee) or by any of their respective agents, employees or contractors, shall not constitute a default or breach of the DDA on the part of Assignee with respect to the Assigned Parcel; however, it is understood that a default by the Master Developer under certain circumstances set forth in the DDA, as referenced in the first sentence of subsection (a) of this Section 4, could impact the issuance of building permits for the Assigned Parcel.

(ii) Agency is not aware of any breach or default by the Master Developer referred to above with respect to any portion of the Assigned Parcel or the Assigned Development Rights and Obligations hereby transferred to Assignee.

(iii) Pursuant to the DDA, Agency has approved the qualifications and financial capability of Assignee to carry out the development of the Assigned Parcel hereby transferred from Master Developer to Assignee.

(iv) Agency hereby acknowledges and agrees that a default under the DDA by Assignee with respect to the Assigned Parcel which is not caused by the Master Developer shall not constitute a default or breach of the DDA on the part of the Master Developer and/or its other assignees with respect to the Assigned Parcel or the Remaining Site; provided, however, that the Master Developer acknowledges that it has the responsibility under the DDA to cause the development of the Rental Affordable Housing on the Assigned Parcel.

(v) The DDA with respect to the Assigned Parcel and the Assigned Development Rights and Obligations may not be amended by the Agency and Assignee in any way that may have a material effect on the Master Developer or its ownership or other interest in the Site or any part thereof, including rights and remedies with respect to the Assigned Parcel, without the Master Developer's express written consent so long as the Master Developer retains an ownership or other interest in the Site or any part thereof.

(vi) For the period that the Master Developer retains an interest in the Site or any part thereof under the DDA, the DDA with respect to the Remaining Site and with respect to the Master Developer's

Retained Development Rights and Obligations, may be amended without Assignee's consent (but following prior written notice to Assignee; provided, however, the timely delivery of said notice shall not be a condition to the validity of any such amendment) so long as the amendment does not have a material effect on the Assignee or its ownership or other interest in the Assigned Parcel or any part thereof.

5. Substitution of Assignee. Assignee hereby assumes, as applicable to the Assigned Parcel, all of the burdens and obligations of the Master Developer under the DDA and Agency Deed with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, and agrees to observe and fully perform all of the duties and obligations of the Master Developer under the DDA and Agency Deed as applicable to the Assigned Parcel with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcel, it being the express intention of both the Master Developer and Assignee that, upon the Effective Date of this Agreement, Assignee shall, subject to the terms and conditions of this Agreement become substituted for the Master Developer as the "Developer" under the DDA and Agency Deed with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, as applicable to the Assigned Parcel.

6. Effective Date. The Effective Date of this Agreement shall be the date of its recordation in the Official Records of the Recorder of Monterey County. The Effective Date of this Agreement shall be entered in the introductory paragraph of this Agreement and this Agreement shall be recorded by the parties immediately preceding conveyance or transfer of the Assigned Parcel to Assignee.

7. Assignee Representations and Warranties. Assignee warrants and represents to the Agency as a material inducement to its approval of the assignment hereunder, that Assignee has independently reviewed, analyzed, and understands the effect and conditions of the DDA and Agency Deed, the County's approval of the East Garrison Specific Plan and other Development Approvals (as defined in the DDA) pertinent to the development of the Assigned Parcel. Assignee further warrants and represents to the Agency that except as may be expressly set forth in Sections 9 and 10 below, it is not relying upon any representations on the part of the Agency or any of its officers, agents or employees as to the status or effect of such matters.

8. Assignment of Development Rights and Obligations Related to the Assigned Parcel. As used herein "Assigned Development Rights and Obligations" means all of Master Developer's rights, title and interest (hereinafter collectively "Rights") and obligations, duties, responsibilities, conditions and restrictions (hereinafter collectively "Obligations") under the DDA and Agency Deed to cause the vertical development of the Property for use as Rental Affordable Housing as set forth in Exhibit 2 hereto, but only to the extent those Rights or Obligations are applicable to Assignee and/or the Assigned Parcel. The Assigned Development Rights and Obligations are set forth or referenced in the following exhibits to this Agreement; which are incorporated herein by reference:

Exhibit 1: Location and Legal Description of Assigned Parcel

Exhibit 2: Permitted Uses and Scope of Development for Assigned Parcel

Exhibit 3: Schedule of Performance for the Assigned Parcel

Exhibit 4: Provisions of DDA and Agency Deed Applicable to Assigned Parcel

Any and all Rights and Obligations not expressly within the Assigned Development Rights and Obligations are hereby retained by the Master Developer and/or its other assignees and the Remaining Site ("Retained Development Rights and Obligations").

9. Other Provisions.

(a) Commencement and Completion of Development: The Assignee shall commence and complete development within the time provided therefor in the Schedule of Performance attached hereto as Exhibit 3, subject to Enforced Delays under Section 604 of the DDA.

(b) Uses; Scope of Development; Approval of Construction Plans: The Assignee shall use and develop the Assigned Parcel in accordance with the Permitted Uses and Scope of Development for Assigned Parcels attached hereto as Exhibit 2. The Assignee shall submit its construction plans to the County of Monterey for approval pursuant to the Development Approvals, which shall include the Pattern Book.

(c) Reversionary Deeds:

(i) The Assignee shall deliver to the escrow holder under the Transfer Document an executed and acknowledged reversionary deed transferring the Assigned Parcel back to the Master Developer in a form reasonably satisfactory to the Master Developer with irrevocable instructions directing the escrow holder to record the reversionary deed upon the Master Developer's written notice that the Assignee has committed an uncured reversionary default under Section 512 of the DDA with respect to the Assigned Parcel.

(ii) The Assignee shall deliver to the escrow holder under the Transfer Document an executed and acknowledged reversionary deed in substantially the form attached to the DDA as Attachment No. 8-B transferring the Assigned Parcel to the Agency with irrevocable instructions directing the escrow holder to record the reversionary deed upon the Agency's written notice that the Assignee has

committed an uncured reversionary default under Section 512 of the DDA and the Master Developer has failed to exercise its remedies pertaining thereto (and after exhaustion of remedies under Section 513).

(iii) Reversionary defaults for purposes of subsections (a) and (b) shall be as set forth in Section 512 of the DDA.

10. Agency Approval of Assignment and Conditions of Approval. Subject to the terms and conditions of this Agreement, the Agency hereby approves and consents to (i) the assignment of the DDA and the Agency Deed, as to the Assigned Parcel, to Assignee, and (ii) the assignment of the Assigned Development Rights and Obligations to Assignee.

11. Remedies of Master Developer.

(a) Master Developer shall have the right to enforce the provisions of this Agreement and Assignee's obligations under the Assigned Development Rights and Obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee constituting an uncured material default under the provisions of this Agreement or the Assigned Development Rights and Obligations assumed by Assignee.

(b) The remedies set forth in the DDA that are available to the Agency in the event of an uncured material default by the Master Developer shall also be available to the Agency and the Master Developer in the event of an uncured material default by the Assignee, including termination of the title of the Assignee in the Assigned Parcel in the first instance in favor of the Master Developer, and if the Master Developer fails to exercise its rights, in favor of the Agency.

12. Remedies of Agency. Subject to the right of Master Developer to first exercise its rights under Section 11 above and relevant provisions of the DDA, Agency shall have the right under the DDA and the Agency Deed to enforce the provisions of this Agreement and the Assigned Development Rights and Obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee constituting an uncured material default under the provisions of this Agreement or the Assigned Development Rights and Obligations assumed by Assignee.

13. Master Developer Deed to Assignee. The deed from the Master Developer to the Assignee shall include, among other things, a condition subsequent to the effect that in the event of an uncured material default by the Assignee and the failure of the Master Developer to enforce the terms of the Assignment and Assumption Agreement or revert title in the Assigned Parcel to the Developer in the first instance, the Agency may declare a termination in favor of the Agency of the title and all of the rights and interests in the Assigned Parcel conveyed by the deed to the Assignee.

14. Successors and Assigns. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

15. Amendments. Assignee acknowledges and agrees that Master Developer and Agency may amend the DDA from time to time without the consent of Assignee; provided that no amendment which would have a material effect on the Assignee or its ownership or other interest in the Assigned Parcel or any part thereof shall be effective without the express written consent of Assignee, except as otherwise permitted under the terms of the DDA existing prior to such amendment.

16. Vertical Development Insurance Requirements

Prior to the commencement of vertical construction on the Assigned Parcel, the Assignee shall furnish or cause to be furnished to the Agency and Master Developer duplicate originals or appropriate certificates of commercial general liability insurance, with an endorsement naming the Agency, the County and Master Developer as additional or coinsureds, in not less than the following amounts: $1 million single limit for each occurrence and $5 million general aggregate for all occurrences. The Assignee shall, upon request, also furnish or cause to be furnished to the Agency, the County and Master Developer evidence satisfactory to the Agency, the County and Master Developer that any contractor with whom it has contracted for the performance of work on the Site carries workers' compensation insurance as required by law. All insurance policies maintained in satisfaction of this section shall contain a provision requiring the insurance carrier to provide thirty (30) days' prior written notice of any cancellation or termination to the Agency and Master Developer. The obligations set forth in this section shall remain in effect until completion of vertical development on the Assigned Parcel and may be satisfied by the insurance provided, with the same limits as set forth above, in a regulatory agreement approved by the Agency and entered into by the Assignee in connection with the development of the Assigned Parcel.

17. General Provisions.

(a) Notices. Notices under this Agreement with respect to the Assigned Parcel shall be sent in the manner required by Section 601 of the DDA to Assignee as follows:

_____

_____

_____

_____

Attn.: _____

with a copy thereof to the Master Developer as follows:

_____

_____

_____

Attn.: _____

(b) Applicable Law. This Agreement shall be construed and enforced in accordance with the law of the State of California, without reference to choice of law provisions.

(c) Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or constraining the terms, covenants or conditions of this Agreement.

(d) Severability. Except as otherwise provided herein, if any provision(s) of this Agreement is (are) held invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MASTER DEVELOPER:

EAST GARRISON PARTNERS I, LLC,
a California limited liability company

BY: WOODMAN DEVELOPMENT COMPANY LLC,
a California limited liability company, as a member

By: Woodman Development Company, Inc.,
a California corporation, as its
managing member

By: _____
John Anderson
President

and

BY: LYON EAST GARRISON COMPANY I, LLC,
a California limited liability company, as a member

By: William Lyon Homes, Inc., a California
corporation, as its managing member

By: _____
Its: _____

By: _____
Its: _____

ASSIGNEE:

By: _____

Title: _____

REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

By: _____

Title: _____

"AGENCY"

COUNTY OF MONTEREY

By: _____

Title: _____

"COUNTY"

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

* * * * *

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

EXHIBIT 1
TO EXHIBIT D

LOCATION AND
LEGAL DESCRIPTION OF ASSIGNED PARCEL

All that certain real property situate in the County of Monterey, State of California, and described as follows:

[To Be Inserted.]

EXHIBIT 2
TO EXHIBIT D

PERMITTED USES AND
SCOPE OF DEVELOPMENT FOR ASSIGNED PARCEL

[To Be Inserted.]

EXHIBIT 3
TO EXHIBIT D

SCHEDULE OF PERFORMANCE
FOR THE ASSIGNED PARCEL

[To Be Inserted.]

EXHIBIT 4
TO EXHIBIT D

PROVISIONS OF DDA AND
AGENCY DEED APPLICABLE TO ASSIGNED PARCEL

[NOTE: SECTIONS REFERENCED BELOW ARE TO BE APPROPRIATELY MODIFIED (TO INCLUDE, AMONG OTHER MODIFICATIONS, REFERENCES TO BOTH DEVELOPER AND AGENCY RESERVED APPROVALS AND REMEDIES) AND TO BE SET FORTH IN FULL AS MODIFIED IN EACH ASSIGNMENT AND ASSUMPTION AGREEMENT TO BE ENTERED INTO.]

A. APPLICABLE DDA PROVISIONS.

The following provisions of the DDA are hereby incorporated by reference and shall be applicable to the rights and obligations of Assignee with respect to the Assigned Parcel only, and shall be interpreted and applied in a manner consistent with the terms of this Agreement. It is recognized that certain of the DDA provisions listed below will be recorded concurrently with Master Developer's quitclaim deed for the conveyance of the Assigned Parcel to the Assignee or its permitted successor or assign and that certain of the DDA provisions listed below will have been satisfied at the time of and as a condition to such conveyance of the Assigned Parcel or shall have been incorporated into the Master Developer's quitclaim deed to Assignee or its permitted successor or assign.

Wherever the term "Developer" is used in any of the sections set forth below, such term shall refer to the Assignee of this Agreement and further, shall include any permitted nominee, transferee, assignee or successor in interest to the DDA, unless otherwise expressly stated herein. The term "Master Developer" as used herein refers to East Garrison Partners I, LLC.

Any of the rights held by the Agency in any of the Sections set forth below (such as rights of review, approval, consent, notification, etc.) shall also be deemed to be rights of the Master Developer. Whenever Assignee is required pursuant to the terms set forth below to provide notice or request the consent or approval of the Agency, the Assignee shall also be required to provide notice or request consent or approval from the Master Developer.

The term "Site" as used in the Sections set forth below shall mean the Assigned Parcel.

[§107] The Developer.

[§108] Special Phasing Conditions: Deed-Restricted Affordable Housing

[§204] "AS IS" Conveyance; Release by Developer

[§205] Agency Financial Assistance; Developer's Evidence of Financing

[§302] Scope of Development

[§304] Construction Schedule.

[§306] County and Other Governmental Agency Permits

[§307] Rights of Access

[§308] Local, State and Federal Laws

[§309] Antidiscrimination During Construction

[§310] Responsibilities of the Agency

[§311] Taxes, Assessments, Encumbrances and Liens

[§312] Prohibition Against Transfer of Site, the Buildings or Structures Thereon and Assignment of Agreement

[§314] No Encumbrances Except Mortgages, Deeds of Trust, Sales and Lease-Backs or Other Financing for Development

[§315] Holder Not Obligated to Construct Improvements

[§316] Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure

[§317] Failure of Holder to Complete Improvements

[§318] Right of Agency to Cure Mortgage, Deed of Trust or Other Security Interest Default

[§319] Right of the Agency to Satisfy Other Liens on the Site After Title Passes

[§320] Certificate of Completion

[§321] Prevailing Wages

[§401] Uses

[§402] Obligation to Refrain From Discrimination

[§403] Form of Nondiscrimination and Nonsegregation Clauses

[§404] Effect and Duration

[§405] Rights of Access – Public Improvements and Facilities

[§501] Defaults – General

[§503] Institution of Legal Actions

[§504] Applicable Law; Interpretation

[§506] Rights and Remedies are Cumulative

[§507] Damages

[§508] Specific Performance

[§512] Right of Reverter

[§513] Dispute Resolution; Legal Action

[§601] Notices, Demands and Communications Between the Parties

[§602] Conflicts of Interest

[§603] Nonliability of Agency or Developer Officials and Employees

[§604] Enforced Delay: Extension of Times of Performance

[§605] Inspection of Books and Records

[§606] Plans and Data

[§607] Attorneys' Fees

[§608] No Third Party Beneficiaries

[§610] General Indemnity

[§611] Mechanics' Liens

[§612] Government Functions of Agency; No Joint Venture or Third Party Liability

Attachments and Exhibits: As referenced in the Sections above

B. APPLICABLE AGENCY DEED PROVISIONS.

Only those provisions of the Agency Deed which are expressly incorporated or referenced in the Master Developer's quitclaim deed for the conveyance of the Assigned Parcel to the Assignee or its permitted successor or assign shall be applicable to the Assigned Parcel.

EXHIBIT E

MOA SCHEDULE OF PERFORMANCE
[TO BE COMPLETED AND SUBSTITUTED
AS THIS EXHIBIT E AS PROVIDED IN SECTION 4 OF THIS MOA]

Phase Two Rental Affordable Housing

Action	Party Responsible	Expected Date of Performance	Outside Date for Performance
Execution of this MOA	EGP and CHISPA		Within 15 days following Agency approval of this MOA
CHISPA submits information required under Section 7 of the MOA to EGP	CHISPA	____/____/06	____/____/06
EGP approves or disapproves Section 7 information	CHISPA	____/____/06	Within 30 days of receipt.
Final designation of CHISPA as Affordable Housing Developer	EGP	____/____/06	____/____/06
Execution of Purchase Agreement and Assignment and Assumption Agreement	EGP/CHISPA	____/____/06	____/____/07
Agency (and County) approval and execution of Assignment and Assumption Agreement	Agency/County	____/____/06	____/____/07

Apply for Low Income Housing Tax Credits	CHISPA	____/____/____	No later than the _____ round of tax credits in _____
Apply for MHP funds	CHISPA	Earliest possible time.	No later than ____/____/____
Receipt of MHP funds	CHISPA	____/____/____	No later than ____/____/____
Developer and Agency/County enter into Inclusionary Housing Agreement	Agency/County/EGP/CHISPA	____/____/06	____/____/06
Close escrow	EGP	____/____/____	Per Schedule, Purchase Agreement
Commence and complete construction	CHISPA	____/____/____	Per Schedule, Purchase Agreement

Attachment 2

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
cob@co.monterey.ca.us

Board Order

Resolution No.: 19-257
A motion was made by Supervisor Parker, seconded by Supervisor Lopez to:

a. Adopt a resolution approving Completion Guarantees by Casa Acquisition Corp. for East Garrison Phase 2 and Phase 3 very low and low-income rental affordable housing units, guaranteeing a completion date for Phase 2 and Phase 3 affordable units by no later than March 31, 2025 and providing a surety performance bond in the amount of $17,500,000 for each of the Phase 2 and Phase 3 affordable housing units; and
b. Authorize the Chair to execute the Completion Guarantees for Phase 2 and Phase 3; and
c. Authorize the Director of the Resource Management Agency to accept the Performance Bonds upon receipt and subject to approval by County Counsel as to form.

PASSED AND ADOPTED on this 9th day of July 2019, by the following vote, to wit:

AYES: Directors Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: Director Alejo

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 July 9, 2019.

Dated: July 18, 2019
File ID: SARDA RES 19-004
Agenda Item No: 1

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

Julian Lorenzana

Julian Lorenzana, Board of Supervisors Clerk

Before the Monterey County Board of Supervisors, acting as the Board of Directors for Successor Agency to the Redevelopment Agency for the County of Monterey, in and for the State of California

Resolution 19-257

Resolution by the Board of Directors for the Successor Agency to the Redevelopment Agency for the County of Monterey

a. Approve Completion Guarantees by Casa Acquisition Corp. for East Garrison Phase 2 and Phase 3 very low and low-income rental affordable housing units, guaranteeing a completion date for Phase 2 and Phase 3 affordable units by no later than March 31, 2025 and providing a surety performance bond in the amount of $17,500,000 for each of the Phase 2 and Phase 3 affordable housing units;
b. Authorize the Chair to execute the Completion Guarantees for Phase 2 and Phase 3; and
c. Authorize the Director of the Resource Management Agency to accept the Performance Bonds upon receipt and subject to approval by County Counsel as to form.

WHEREAS, the Disposition and Development Agreement (DDA) for the East Garrison Project includes timing "triggers" or milestones by which the affordable housing apartments must be completed in Phase 2 and Phase 3 of the development, and since fall of 2017 there has been concern by the developer, Union Community Partners East Garrison, LLC (UCP) and the Successor Agency that the construction of the affordable units would not meet the timing requirements established by the DDA; and

WHEREAS, the sixty-five (65) unit-Phase 1 very low and low-income affordable housing apartments, was developed by non-profit partner MidPen Housing, per the DDA were to be completed and occupied prior to the issuance of building permits for the 89th and above market rate units which occurred this year 2019. The Phase 1 affordable housing project, Manzanita Place, was complete for occupancy in 2013, approximately six (6) years ahead of the DDA timing requirement; and

WHEREAS, UCP, the Successor Agency, and non-profit partners for Phase 2 Community Housing Improvement Systems and Planning Association, Inc. (CHISPA) and Phase 3 Artspace Projects, Inc. (Artspace) worked diligently to find solutions to ensure that the DDA milestones are timely met. However, notwithstanding the best efforts of CHISPA and Artspace, and through no fault of UCP and or the Successor Agency, it is infeasible to meet the milestones for the Phase 2 and Phase 3 very low and low-income affordable housing requirements due to the lack of availability of local, state and/or federal funds to pay for the construction of the affordable units; and

WHEREAS, to enable the continued building and sale of market rate units in light of the affordable housing funding challenges, UCP has requested that the Successor Agency accept a guarantee by Casa Acquisition Corporation (a parent company of UCP) to complete the Phase 2 and Phase 3 rental affordable housing units by March 31, 2025 and provide a surety performance bond in the amount of $17,500,000 for each of the Phase 2 and Phase 3 affordable housing units; and

WHEREAS, subsequent to the Successor Agency's consideration of this action, the County of Monterey shall consider whether to acknowledge the Successor Agency is accepting the Completion Guarantees for Phases 2 and 3 per the terms stated therein; and

WHEREAS, by approving the Completion Guarantees, the Successor Agency agrees to modify the timing for the completion of the very low and low-income affordable rental units for Phases 2 and 3, making the construction completion date for those units to occur no later than March 31, 2025, and enable the County to continue issuing building permits and certificates of occupancy for the market rate units.

NOW, THEREFORE, the Monterey County Board of Supervisors, acting as the Board of Directors for the Successor Agency to the Redevelopment Agency for the County of Monterey, hereby resolves to approve the following:

a. Approve Completion Guarantees by Casa Acquisition Corp. for the East Garrison Phase 2 and Phase 3 very low and low-income rental affordable housing units, guaranteeing a completion date for Phase 2 and Phase 3 affordable units by no later than March 31, 2025 and providing a surety performance bond in the amount of $17,500,000 for each of the Phase 2 and Phase 3 affordable housing units:
b. Authorize the Chair to execute the Completion Guarantees for Phase 2 and Phase 3; and
c. Authorize the Director of the Resource Management Agency to accept the Performance Bonds upon receipt and subject to approval by County Counsel as to form.

PASSED AND ADOPTED on this 9th day of July 2019, by the following vote, to wit:

AYES: Directors Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: Director Alejo

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 July 9, 2019.

Dated: July 18, 2019
File ID: SARDA RES 19-00
Agenda Item No: 1

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

Julian Lorenzana

Julian Lorenzana, Board of Supervisors Clerk

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Attachment 3

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Successor Agency to the Redevelopment Agency of the County of Monterey
PROJECT: East Garrison Completion Guaranty for Phase Two

FAITHFUL PERFORMANCE BOND **Bond No. 2282539**

WHEREAS, Casa Acquisition Corp. ("Principal") has entered into an "Agreement" (as particularly identified on this Bond) with the Successor Agency to the Redevelopment Agency of the County of Monterey ("Owner"), for the performance of improvements for the Project (the terms and conditions of the Agreement are incorporated herein by reference); and the terms of the Agreement require the Principal to submit performance security.

NOW, THEREFORE, Principal and North American Specialty Insurance Company ("Surety"), are hereby held and firmly bound unto the Owner in the penal sum of Seventeen Million Five Hundred and 00/100 ($17,500,000.00), lawful money of the United States, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal (or its heirs, executors, administrators, successors, or assigns approved by the Owner) in all things stands to and abides by, and well and truly keeps and performs the covenants, conditions, and obligations of the Agreement (including the obligations regarding indemnification, timing, and modifications) then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

PROJECT: East Garrison Completion Guaranty for Phase Two

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal: Casa Acquisition Corp.
(Name of Firm)

By: _____
Title: CFO
Date: 7/19/19

Surety: North American Specialty Insurance Company
(Name of Firm)

By: _____
Title: Mark W. Edwards, II, Attorney-in-Fact CA License No. 0C90780
Date: July 17, 2019

Address for Notices to Surety:
1200 Main Street, Suite 800
Kansas City, MO 64105

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

ImprovFaithfulPerBond(2010-1)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfullness, accuracy or validity of that document.

State of Alabama

County of Jefferson

On July 17, 2019 (Date) before me, Courtney Hitt Weiss, Notary Public (Name and Title of Notary)

personally appeared Mark W. Edwards, II, Attorney-in-Fact (Name and or Names of Signer(s))

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Courtney Hitt Weiss (Notary Public Signature)

My commission expires: November 15, 2022

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing North American Specialty Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

MARK W. EDWARDS II, JEFFREY M. WILSON, WILLIAM M. SMITH, ROBERT R. FREEL and ALISA B. FERRIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 15th day of May, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 15th day of May, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of July, 20 19.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

Attachment 4

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
cob@co.monterey.ca.us

Board Order

A motion was made by Supervisor Lopez, seconded by Supervisor Parker to:

a. Acknowledge the Successor Agency to the Redevelopment Agency for the County of Monterey is accepting the Completion Guarantees by Casa Acquisition Corp. for East Garrison Phase 2 and Phase 3 very low and low-income rental affordable housing units, guaranteeing a completion date for Phase 2 and Phase 3 affordable units by no later than March 31, 2025 and providing a surety performance bond in the amount of $17,500,000 for each of the Phase 2 and Phase 3 affordable housing units; and

b. Authorize the Chair to execute the County acknowledgement of the Completion Guarantees for Phase 2 and Phase 3.

PASSED AND ADOPTED on this 9th day of July 2019, by the following vote, to wit:

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

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 July 9, 2019.

Dated: July 18, 2019
File ID: 19-0536
Agenda Item No: 31

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

Julian Lorenzana

Julian Lorenzana, Board of Supervisors Clerk

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Attachment 5

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COUNTY OF MONTEREY

Housing and Community Development - Building Services Department

1441 Schilling Place, South 2nd Floor, Salinas, CA 93901-2438

CERTIFICATE OF OCCUPANCY

The following structure has been inspected and approved for the use and occupancy described below:

Address: 21131 Ord Avenue, East Garrison, CA 93933

Assessor Parcel #: 031-169-058-000

Use: Residential

Occupant Group: R-2 / B / U

Fire Sprinklers: Yes

Construction Type: V-B

Maximum Occupant Load: 6

Permit No: 21CP02927

Date of Final: 11/16/2023

Description of Work and Structure Inspected:
Construction of a new affordable multifamily units Site A Building 1;

Construction of a new 10,416 square foot two-story building with; (6) residential units, laundry facility, utility room, bicycle storage, stairs, porches, site improvements, parking, and EVR charging stations.

Code Edition: 2019

Current Property Owner's Name/Address:
BMC EG TOWNS LLC
99 ALMADEN BLVD STE 400
SAN JOSE CA 95113

The current and future property owners shall maintain this structure in a safe and sanitary condition in conformance with the 2019 Edition of the California Building Standards Code as amended by the County of Monterey. Issuance of this Certificate of Occupancy shall not be construed as an approval of any violation of local, state or federal law or the Monterey County Code.

DocuSigned by:

By: Joshua Bowling
D628862F0A2C4...
Joshua Bowling, Building Official

Date: 11/20/2023

POST IN A CONSPICUOUS PLACE

DocuSign Envelope ID: 039F5E6F-F7A5-40D4-810E-8511A43624DD

COUNTY OF MONTEREY

Housing and Community Development - Building Services Department

1441 Schilling Place, South 2nd Floor, Salinas, CA 93901-2438

CERTIFICATE OF OCCUPANCY

The following structure has been inspected and approved for the use and occupancy described below:

Address: 21131 Ord Avenue, East Garrison, CA 93933

Assessor Parcel #: 031-169-058-000

Use: Residential

Occupant Group: R-2 / U

Fire Sprinklers: Yes

Construction Type: V-B

Maximum Occupant Load: N/A

Permit No: 21CP03760

Date of Final: 11/16/2023

Description of Work and Structure Inspected:
Construction of a new affordable multifamily units Site A Building 2;

Construction of a new 21,826 square foot three-story building with; (14) residential units, utility room, stairs, and porches.

Code Edition: 2019

Current Property Owner's Name/Address:
BMC EG TOWNS LLC
99 ALMADEN BLVD STE 400
SAN JOSE CA 95113

The current and future property owners shall maintain this structure in a safe and sanitary condition in conformance with the 2019 Edition of the California Building Standards Code as amended by the County of Monterey. Issuance of this Certificate of Occupancy shall not be construed as an approval of any violation of local, state or federal law or the Monterey County Code.

DocuSigned by:

By: Joshua Bowling
Joshua Bowling, Building Official

Date: 11/20/2023

POST IN A CONSPICUOUS PLACE

DocuSign Envelope ID: E41E5268-4756-46A1-B350-34533CC4A96B

COUNTY OF MONTEREY

Housing and Community Development - Building Services Department

1441 Schilling Place, South 2nd Floor, Salinas, CA 93901-2438

CERTIFICATE OF OCCUPANCY

The following structure has been inspected and approved for the use and occupancy described below:

Address: 21131 Ord Avenue, East Garrison, CA 93933

Assessor Parcel #: 031-169-058-000

Use: Residential

Occupant Group: R-2 / U

Fire Sprinklers: Yes

Construction Type: V-B

Maximum Occupant Load: N/A

Permit No: 21CP03761

Date of Final: 11/16/2023

Description of Work and Structure Inspected:
Construction of a new affordable multifamily units Site A Building 3;

Construction of a new 14,443 square foot two-story building with; (12) residential units, utility room, stairs, porches.

Code Edition: 2019

Current Property Owner's Name/Address:
BMC EG TOWNS LLC
99 ALMADEN BLVD STE 400
SAN JOSE CA 95113

The current and future property owners shall maintain this structure in a safe and sanitary condition in conformance with the 2019 Edition of the California Building Standards Code as amended by the County of Monterey. Issuance of this Certificate of Occupancy shall not be construed as an approval of any violation of local, state or federal law or the Monterey County Code.

DocuSigned by:

By: Joshua Bowling
Joshua Bowling, Building Official

Date: 11/20/2023

POST IN A CONSPICUOUS PLACE

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Introduced: 1/18/2024

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize Amendment No. 2 to the Gail Robbins individual Inclusionary Housing Agreement to allow conveyance of her inclusionary unit into a revocable trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to Inclusionary Housing Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize Amendment No. 2 to the Gail Robbins individual Inclusionary Housing Agreement to allow conveyance of her inclusionary unit into a revocable trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to Inclusionary Housing Agreement.

SUMMARY:

Inclusionary Housing Program homeowner, Gail Robbins, purchased her inclusionary unit in 1998 and executed a 30-year Inclusionary Housing Agreement. Gail Robbins has requested approval to transfer title of her Inclusionary Housing Unit into a revocable living trust as part of her estate planning. She owns the inclusionary unit in the Oak Tree Views Subdivision, and her unit is designated as moderate-income. Under the terms of the recorded Owners' Inclusionary Housing Agreement with the County ("Agreement"), transfers of title between owner-spouses and to eligible purchasers (i.e., new income qualified owner-occupants) are the only permitted transfers of title. Per the terms of the Agreement, any other transfer of property title, including into a trust, is not allowed.

The current Inclusionary Housing Program does allow for transfers into revocable trusts on certain conditions. However, this provision of the Inclusionary Housing Agreement requires Board approval. The Board has previously approved requests by other Inclusionary homeowners to transfer their inclusionary unit into a revocable living trust.

DISCUSSION:

Owners of Inclusionary units who purchased their home after July 12, 2011, are allowed to transfer their homes into trusts under Section 3.E. TITLE CHANGES AND PROPERTY INHERITANCE of the Inclusionary Housing Program Administrative Manual previously amended and adopted by the County Board of Supervisors. The amendment, however, did not provide for retroactive application of this provision for existing homeowners who had entered into an agreement prior to July 12, 2011.

The proposed amendment to the Agreement enables the homeowners to transfer title of their property to a trust by expanding the Agreement's definition of "Permissible Transfer" to include conveyance to a revocable living trust for estate planning purposes. The amendment will allow the County to preserve its affordable housing program by requiring homeowners: (1) specifically acknowledge the continuing conditions of the Inclusionary Housing Program; (2) include specific language in the Deed transferring title into the trust; and (3) include specific language in the homeowners' trust documents. The proposed amendment will not affect the Inclusionary Housing Program's restrictions regarding the resale of home to income-and-asset qualified buyers and is consistent with the Inclusionary Housing Ordinance.

OTHER AGENCY INVOLVEMENT:
The County Counsel Office has reviewed this report and approved the Grant Deed and the Gail M. Robbins Trust Dated December 21, 2023. The County Counsel Office will approve the Amendment No. 2 to Inclusionary Housing Agreement as to form.

FINANCING:
There is no fiscal impact on the General Fund or on revenues. Staff time to prepare this report is included in the FY2023-24 Adopted Budget for HCD Appropriation Unit HCD001, Unit 8542.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The County's Inclusionary Housing Program provides homeownership opportunities in the unincorporated areas of Monterey County to Low- or Moderate-Income households.

Mark a check to the related Board of Supervisors Strategic Initiatives

X Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Rosa Camacho-Chavez, Housing Project Analyst II, x5389
Reviewed by: Darby Marshall, Housing Program Manager, x5391
Approved by: Craig W. Spencer, Interim Director of Housing & Community Development, x5233

The following attachments are on file with the Clerk of the Board:
Attachment A - Robbins - Inclusionary Housing Agreement
Attachment B - Amendment No. 2 Transfer to Trust PRE 2002 Robbins

Introduced: 1/18/2024
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve and authorize Amendment No. 2 to the Gail Robbins individual Inclusionary Housing Agreement to allow conveyance of her inclusionary unit into a revocable trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to Inclusionary Housing Agreement.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize Amendment No. 2 to the Gail Robbins individual Inclusionary Housing Agreement to allow conveyance of her inclusionary unit into a revocable trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to Inclusionary Housing Agreement.

SUMMARY:
Inclusionary Housing Program homeowner, Gail Robbins, purchased her inclusionary unit in 1998 and executed a 30-year Inclusionary Housing Agreement. Gail Robbins has requested approval to transfer title of her Inclusionary Housing Unit into a revocable living trust as part of her estate planning. She owns the inclusionary unit in the Oak Tree Views Subdivision, and her unit is designated as moderate-income. Under the terms of the recorded Owners' Inclusionary Housing Agreement with the County ("Agreement"), transfers of title between owner-spouses and to eligible purchasers (i.e., new income qualified owner-occupants) are the only permitted transfers of title. Per the terms of the Agreement, any other transfer of property title, including into a trust, is not allowed.

The current Inclusionary Housing Program does allow for transfers into revocable trusts on certain conditions. However, this provision of the Inclusionary Housing Agreement requires Board approval. The Board has previously approved requests by other Inclusionary homeowners to transfer their inclusionary unit into a revocable living trust.

DISCUSSION:
Owners of Inclusionary units who purchased their home after July 12, 2011, are allowed to transfer their homes into trusts under Section 3.E. TITLE CHANGES AND PROPERTY INHERITANCE of the Inclusionary Housing Program Administrative Manual previously amended and adopted by the County Board of Supervisors. The amendment, however, did not provide for retroactive application of this provision for existing homeowners who had entered into an agreement prior to July 12, 2011.

The proposed amendment to the Agreement enables the homeowners to transfer title of their

property to a trust by expanding the Agreement's definition of "Permissible Transfer" to include conveyance to a revocable living trust for estate planning purposes. The amendment will allow the County to preserve its affordable housing program by requiring homeowners: (1) specifically acknowledge the continuing conditions of the Inclusionary Housing Program; (2) include specific language in the Deed transferring title into the trust; and (3) include specific language in the homeowners' trust documents. The proposed amendment will not affect the Inclusionary Housing Program's restrictions regarding the resale of home to income-and-asset qualified buyers and is consistent with the Inclusionary Housing Ordinance.

OTHER AGENCY INVOLVEMENT:
The County Counsel Office has reviewed this report and approved the Grant Deed and the Gail M. Robbins Trust Dated December 21, 2023. The County Counsel Office will approve the Amendment No. 2 to Inclusionary Housing Agreement as to form.

FINANCING:
There is no fiscal impact on the General Fund or on revenues. Staff time to prepare this report is included in the FY2023-24 Adopted Budget for HCD Appropriation Unit HCD001, Unit 8542.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The County's Inclusionary Housing Program provides homeownership opportunities in the unincorporated areas of Monterey County to Low- or Moderate-Income households.

Mark a check to the related Board of Supervisors Strategic Initiatives

X Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Rosa Camacho-Chavez, Housing Project Analyst II, x5389
Reviewed by: Darby Marshall, Housing Program Manager, x5391
Approved by: Craig W. Spencer, Interim Director of Housing & Community Development, x5233 *CS*

The following attachments are on file with the Clerk of the Board:
Attachment A - Robbins - Inclusionary Housing Agreement
Attachment B - Amendment No. 2 Transfer to Trust PRE 2002 Robbins

Attachment A

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Bruce A. Re es
Monterey County Recorder
Recorded at the request of
Chicago Title

CRKATHLEEN
2/26/1998
8:00:00

DOCUMENT: 9810488

0009810488

Titles: 1 / Pages: 15

Fees.... 50.00
Taxes...
Other...
AMT PAID 50.00

Recording Requested By
and
When Recorded Return To:
County of Monterey
Department of Planning and Building Inspection
240 Church Street, Salinas CA 93901
Attn. Frank Brunings, Housing Coordinator

1706212-cw

This instrument filed for record by CHICAGO TITLE, as an accommodation only. It has not been examined as to its execution or its effect upon the title.

INCLUSIONARY HOUSING AGREEMENT

(Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)

THIS INCLUSIONARY HOUSING AGREEMENT is entered into at Monterey County, California, as of Nov 17, 1997, between **DAVID M. ROBBINS AND GAIL ROBBINS, HUSBAND AND WIFE,** ("Owner"), and the COUNTY OF MONTEREY, a political subdivision of the State of California ("County"),

RECITALS:

A. Owner is the owner of the real property located in the County of Monterey, California, at **7101 OAK TREE PLACE, MONTEREY, CA 93940, (APN 259-121-042-000)**, within the Final Maps (as defined in the California Subdivision Map Act) for Tract No. 1270 which has been filed of record with the Office of the County Recorder of Monterey County, California known as **OAK TREE VIEWS SUBDIVISION** ("Development") as described in Exhibit "A" attached to this Agreement.

B. The development of the **OAK TREE VIEWS SUBDIVISION** has resulted in the construction and sale to the public of single-family dwellings.

C. County has designated the following lot within Development to be "Inclusionary Units" as defined in Subsection 18.40.030M of the COUNTY CODE:

Lot No.	Tract No.
42	1270

Each of the Lots which are Inclusionary Units are hereinafter referred to as a "Unit".

D. In full satisfaction of the requirements of COUNTY CODE Chapter 18.40 with respect to Tract 1270, Owner has agreed to sell the Units at a price effectively restricted by County to make the Units "affordable" in accordance with the provisions of Chapter 18.40 of the COUNTY CODE.

E. In return for and in consideration of the opportunity for Owner to sell the Unit and purchasers to purchase the Unit at "affordable prices" and in consideration of and for other good and valuable consideration, Owner, on behalf of himself and with the express intent to bind all those defined as "Owner" in Paragraph 2(e) below, hereby grant to County the option to purchase the Units ("Option") on the following terms and conditions.

1. **Good Faith Effort To Sell The Units.** Owner shall make a good faith effort to sell the Units to purchasers who meet the eligibility requirements of Chapter 18.40 of the Monterey County Code. Good faith effort shall constitute the following:

   (a) Sell the units to persons having an annual income no greater than 120% of the median income for Monterey County as defined by the U.S. Department of Housing and Urban Development (H.U.D.) as adjusted for family size.

   (b) Inform the Housing Authority and the Department of Planning and Building Inspection of intent to sell inclusionary units by mailing a "Notice of Intent to Sell Inclusionary Units."

   (c) To perform any preliminary verification of households selected to purchase inclusionary units from owner. Preliminary verification includes review of prequalification statement from a lender and income tax statements to determine the household's income eligibility with county median income guidelines.

   (d) To pay the Housing Authority for the services rendered in verifying and certifying eligible households. The fee for such services shall not exceed $300 for each household submitted for verification.

   (e) To deliver a copy of this Agreement to any household certified as an eligible household by the Housing Authority.

   (f) Request, if necessary, a sixty (60) day extension of the marketing period and a sixty (60) day extension of the escrow period pursuant to Paragraph E.3.(a)(ii) of this Agreement.

(g) Notwithstanding the foregoing, if Owner requests a Hardship Waiver in writing from the obligation to seek to sell the Property as described hereinabove, and the County grants said Hardship Waiver, the sixty (60) day period set forth in 3. (a.) (i.) below shall commence upon the County's receipt of the Owner's request for Hardship Waiver. A Hardship Waiver shall include job loss, death in Borrower's immediate family, divorce or other event or circumstance which the County reasonably believes warrants a Hardship Waiver.

2. **Exercise and Administration of Option.**

(a) County may administer and/or exercise the Option itself.

(b) County may from time to time designate another entity, person or organization to administer and/or exercise the Option ("Designee").

(c) County or its Designee may assign the Option to an individual private buyer who meets the eligibility requirements of, and is approved by, County.

(d) After the exercise of the Option by County, its Designee or any assignee of County or its Designee in the manner prescribed in this Agreement, County or its Designee may assign or reassign the right to purchase the Unit to any substitute individual private buyer who meets the eligibility requirements of, and is approved by County; provided, however, that any such subsequent assignment shall not extend any time limits contained in this Agreement.

(e) The Option contained in this Agreement shall not apply to the first purchaser owner nor to any subsequent sale to a purchaser owner who meets the eligibility requirements for a low or moderate income buyer under Chapter 18.40 of the Monterey County Code or to the transfer of a Unit by the Owner if the transfer is a permitted transfer described in Paragraph 11 of this Agreement or to the sale of a unit which is subject to a permitted encumbrance as described in Paragraph 12 of this Agreement, pursuant to a foreclosure sale or deed in lieu, or any subsequent transfer of title to the unit following such foreclosure or deed in lieu transfer.

3. **Method of Exercising Option.**

(a) Notice to Sell and Notice of Acceptance.

i) Except for permitted transfers of a Unit as set forth in Paragraph 11 below and sale of a unit which is subject to a permitted encumbrance as described in Paragraph 12 of this Agreement, pursuant to a foreclosure sale or deed in lieu, or any subsequent transfer of title to the unit following such foreclosure or deed in lieu transfer, if Owner wishes to sell or otherwise dispose of a Unit, Owner shall notify County in writing ("Notice to Sell"). The Notice to Sell shall state the street address of the Unit and Owner's full name(s), and shall be personally delivered or deposited in the United States mail, postage prepaid, first class, certified return receipt requested, addressed to Housing Coordinator, County of Monterey, Post Office Box 1208, Salinas, California 93902 and to the County Housing Authority of the County of Monterey addressed to:123 Rico Street, Salinas, CA 93907. County, its Designee or any assignee of County or its Designee shall then have the right to exercise the Option by delivery of written notice ("Notice of Acceptance") by personal delivery or upon deposit into the United States mail, postage prepaid, first class certified mail, to Owner at the address of the Unit at any time within sixty (60) days following the actual receipt by County of the Notice to Sell.

ii) Should Owner fail to sell the unit within sixty (60) days, or complete a transfer of title to purchasers who meet the eligibility requirements of the Inclusionary Housing Ordinance during the following sixty (60) day escrow period, Owner may request from County one additional sixty (60) day marketing period and sixty (60) day escrow period before County exercises its Option.

iii) County shall have sixty (60) days from the date it receives notice of the owner's failure to close escrow to exercise its option to purchase the Property at the Option Price. Upon such exercise, the County shall have sixty (60) days from the date of exercise of its option to consummate the Escrow Closing.

iv) In the event that County abandons, or fails to exercise, or elects not to exercise the Option within sixty (60) days after it actually receives the Notice to Sell or within an additional sixty (60) day marketing period requested by the owner, County shall cause to be recorded in the Office of the Recorder of County, a notice of intent not to exercise the option with respect to the Unit, and shall deliver a copy of the notice to Owner addressed to the street address of the Unit. The notice shall be recorded within fifteen (15) days following County's decision not to exercise its Option but not later than one hundred twenty (120) days from the Owner's original notice of intent to sell.

v) In the event that County abandons, or fails to exercise, or elects not to exercise the Option within sixty (60) days after it actually receives the Notice to Sell or within an additional sixty (60) day marketing period requested by the owner, or in the event that upon the County's exercise of the Option, County fails to consummate Escrow Closing at the end of sixty (60) days from the date of exercise of the Option, Owner may then sell the Unit for a fair market price determined by an appraisal approved by County. In the event an escrow is opened related to the sale of the Unit at fair market price, Owner shall be entitled to be paid that amount up to but not to exceed the net amount that Owner would have received under the formula in Paragraphs 6 and 7 upon the close of escrow plus any transaction costs related to the sale. County will submit to the Escrow Agent a demand for payment for the balance of surplus, if any, in an amount which equals the appraised value minus the amount that owner would have received under the formula in Paragraphs 6 and 7. Upon close of escrow related to the sale of the Unit at fair market price, title to the Unit shall be taken free and clear of the covenants, restrictions and terms of this Agreement and the Option granted to County. County shall deliver a full release of this Agreement to escrow for recordation. The fair market price purchaser of the Unit and any subsequent transferee may thereafter sell the Unit without regard to this Agreement or the Option granted to County.

(b) **Notice of Default Under Deed of Trust.** Owner covenants to cause to be filed for record in the Office of the Recorder of County, a request for a copy of any notice of default and of any notice of sale under any deed of trust encumbering the Unit. The request shall specify that any such notice shall be mailed to the Housing Coordinator, County of Monterey, Post Office Box 1208, Salinas, California 93902 and to the County Housing Authority of the County of Monterey addressed to 123 Rico St. ,Salinas, CA 93907. County shall have the right but not the obligation to cure any default under any deed of trust encumbering a Unit. In the event Owner encumbers a Unit with a non-purchase money deed of trust or mortgage, an act which is in violation of this Agreement, any notice of sale under the non-purchase money deed of trust or mortgage given pursuant to CIVIL CODE SUBSECTION 2924(f) may, at the election of County, constitute a Notice to Sell pursuant to Paragraph 3(a) and the option to purchase shall take priority over any trustee's sale or foreclosure of a non-purchase money deed of trust. In the event Owner fails to file such request for notice, County's option to purchase shall, at its election, run from the date County obtains actual knowledge of sale or proposed sale. County shall exercise its election as provided in the previous two sentences only after (i) County has reasonably determined that Owner either does not intend to or is not in a financial position to cure the default or defaults under the deed of trust; and (ii) depositing in the United States mail, first class certified, postage prepaid, written notice of its election, addressed to the owner at

the street address of the Unit and to the beneficiary under the deed of trust, if the deed of trust is in default. In the event County elects not to exercise its option upon default, any surplus to which Owner may be entitled shall be paid as follows: that portion of surplus, if any, up to but not to exceed the net amount that Grantee would have received under the formula in Paragraphs 6 and 7 had County exercised its option to purchase the Unit on the date of the foreclosure sale, shall be paid to Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid to County. Anything contained in this Agreement to the contrary notwithstanding, the provisions of this Agreement and the Option granted to County, shall be subordinate to any purchase money deed of trust encumbering a Unit, but County shall have the right to cure any default under a deed of trust encumbering a Unit.

(c) **Sale, Transfer or Conveyance of Interest in Unit Without Notice to Sell.** If Owner fails to provide County with a properly delivered Notice to Sell pursuant to Paragraph 3(a) and County learns of (i) a pending sale, transfer or conveyance of the Unit; or (ii) the actual transfer, sale or conveyance of the Unit, County shall have the right to exercise the Option pursuant to the terms of this Agreement AT ANY TIME THEREAFTER AT ITS ELECTION, however, any such option must be exercised by written notice delivered to the property owner no later than 60 days from the date the County learns of such pending or actual sale, conveyance, or transfer. Owner expressly understands and agrees that only a properly delivered Notice to Sell shall result in the period for exercise of the Option being limited to sixty (60) days pursuant to Paragraph 3(a)(i), or an additional sixty (60) days marketing period when requested by Owner.

4. <u>Escrow</u>.

(a) **Opening of Escrow.** If and in the event that County, its Designee or any assignee of County or its Designee exercises the Option, close of escrow for the purchase of the Unit shall be on or before forty-five (45) days following receipt by Owner of the Notice of Acceptance, or such later date as may be mutually agreed upon by Owner and County, County's Designee or assignee. The escrow shall be opened upon delivery to Owner of the Notice of Acceptance or as soon thereafter as possible, or at such later time as may be mutually agreed upon by Owner and County, County's Designee or assignee.

(b) **Payment From Escrow**. At the close of escrow for the sale of the Unit, Owner shall pay through escrow to County or its Designee a resale fee for administration of the resale program in an amount determined by County, which in no event may exceed four percent (4%) of the actual purchase price for the Unit, as computed pursuant to Paragraphs 6 and 7 below, and any prepayment fee charged by the holder of a trust deed encumbering the Unit.

5. **Terms of Purchase**.

(a) **Cash.** The purchase price shall be paid in cash at the close of escrow, or as otherwise provided by mutual agreement of Owner and County, County's Designee or assignee. Owner acknowledges and agrees that the percentage amount of any deposit required pending close of escrow shall not exceed that customarily required for the purchase of single-family residences in County at the time of the escrow opening. Closing costs shall be allocated between the buyer and seller according to the customary practices in Monterey County. If Inclusionary Owner sells the unit, he or she is required to certify eligibility of potential buyer and obtain certification of physical condition and correction of any deficiencies in property through the County or the County's designee and agree to pay the Monterey County Housing Authority for such services.

(b) **Assumption of Financing.** Owner agrees to cooperate with County, its Designee or assignee in permitting the purchaser of the Unit purchasing pursuant to the Option, to assume any deed of trust encumbering the Unit, if the purchaser so requests and otherwise is eligible to assume. In the event County purchases a Unit pursuant to the Option and if eligible to do so, takes subject to or assumes an existing deed of trust encumbering the Unit, County shall make the payments on the note secured by the deed of trust and waives any defense to payment based upon the doctrine of sovereign immunity.

(c) **Conditions to Close of Escrow**. The escrow instructions may provide for conditions or contingencies of the type and nature commonly included within residential purchase escrows (including, but not limited to, financing contingencies, inspection rights and preliminary title report approvals) to the obligation of the purchaser to purchase the Unit from the then Owner, provided that any such conditions or contingencies (other than the status of title to the Unit at the time of conveyance and other conditions which by their nature cannot be satisfied prior to closing) must be satisfied or waived on or before sixty (60) days following receipt by Owner of the Notice of Acceptance.

6. **Purchase Price**. The purchase price of the Unit **($168,000.00)** shall, prior to adjustment as provided in Paragraph 7 below, be the lower of:

(a) The purchase price as agreed upon between Owner and County, its Designee or assignee;

(b) The Owner's purchase price of the Unit, regardless of when purchased (hereinafter, "Base Price"), plus an amount, if any, equal to (A) the Base Price multiplied by (B) the percentage increase in the median household income published by the United States Department of Housing & Urban Development ("HUD") for the Monterey County Standard Metropolitan Statistical Area for a family of four (4), from that published for the date nearest the date of purchase of the Unit by Owner over that published nearest the date of receipt by Owner of the Notice of Acceptance. In the event that HUD no longer establishes median income levels at the time of the giving of the Notice to Sell, County may use any other recognized method of computing median income for computing the percentage increase.

In no event, however, shall the purchase price be below the Base Price or below the outstanding balance owing on the note(s) secured by a purchase money deed(s) of trust encumbering the Unit.

7. **Adjustment to Purchase Price**. The purchase price as determined under Paragraph 6 above shall then be adjusted as follows:

(a) If the Unit is sold, the purchase price shall be:

(i) Increased by the actual cost, evidenced by receipts, of any single capital improvement which has a value in excess of one percent (1%) of the Base Price to the Unit made since Owner's acquisition of the Unit which have a useful life of greater than five (5) years subsequent to the conveyance by Owner pursuant to the Option and which were made with all required building and other governmental approvals and with the approval of the relevant homeowners association if such approvals are required (provided, however, the one percent (1%) limitation shall not apply where the expenditure was made pursuant to a mandatory assessment levied by the homeowners association for the development of which the Unit is a part, whether levied for improvements or maintenance to the Unit, the common area or related purposes, or where the expenditure was made for replacement of appliances, fixtures or equipment which was originally acquired as part of the Unit by Owner but in no event shall the purchase price be increased in excess of five percent (5%) of the Base Price); and

(ii) Decreased by the amount necessary to repair any damages and to put the Unit into salable condition as reasonably determined by County, including, but not limited to, cleaning, painting, cleaning or replacing worn carpeting and draperies, and making needed structural, mechanical, electrical, plumbing and fixed appliances repairs. County shall provide Owner with a schedule describing "salable condition" upon purchase of the Unit by Owner and again upon receipt from Owner of the Notice to Sell. In the event Owner disputes the amount determined by County Housing Coordinator to be necessary to repair damage to put the Unit in salable condition, Owner shall have the right to obtain an independent estimate of the amount. County shall reconsider its determination taking into consideration the estimate obtained by Owner. However, the reconsidered determination by County shall be binding upon Owner.

(b) In the event that Owner sells the Unit after a default under a deed of trust, but prior to a trustee's sale or foreclosure sale, Owner shall pay all expenses actually incurred by the beneficiary under the deed of trust incurred due to Owner's default, including, but not limited to, trustee's fees, attorney's fees, costs of sale and debt service on the debt secured by the deed of trust.

8. **Limits on Liability**. Neither County nor its Designee shall become liable to Owner or become obligated in any manner to owner by reason of its assignment of the Option, nor shall County be in any way obligated or liable to owner for any failure of any designee to consummate a purchase of the Unit or to comply with the terms of any agreement or escrow for the sale of the Unit. Only the purchaser executing a purchase agreement or escrow instructions shall be liable to owner pursuant to the terms of any such agreement of escrow.

9. **Indemnification.** Nothing in this Agreement shall be construed by County, by Owner or by any Third Party to create the relationship of principal and agent, or of partnership, joint venture or association with one another. Owner agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and all claims, demands, liability, costs, and expenses of whatever nature, including but not limited to, court costs, damages and counsel fees accruing or resulting to any and all contractors, subcontractors, material providers, laborers, and any other person, firm, or corporation furnishing or supplying work in connection with this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Owner in the performance of this Agreement.

10. **Transfers and Conveyances While Option is Operative.** Except as otherwise provided in Paragraph 11 below, until such time as the Option is exercised, waived or expires, the Unit and any interest in title thereto shall not be sold, leased, rented, assigned or otherwise transferred to any person or entity except with the express written consent of County or its Designee, which consent shall be granted only if consistent with County's goal of creating, preserving, maintaining and protecting low and moderate priced housing in Monterey County. Any such sale, lease, assignment or other transfer which has not been consented to by County shall result in County having the RIGHT AT ITS ELECTION TO EXERCISE AT ANY TIME THEREAFTER THE OPTION however, any such option must be exercised by written notice delivered to the property owner no later than 60 days from the date the County learns of such pending or actual sale, conveyance, or transfer PURSUANT TO PARAGRAPH 3(c) ABOVE.

11. **Permitted Transfers**. The Option contained in this Agreement shall not apply to:

(a) a transfer of title of a Unit by gift, devise or inheritance to Owner's spouse, to a surviving joint tenant, to a spouse as a party to a divorce or marital dissolution proceeding or to a spouse in conjunction with marriage; or

(b) a transfer of title of a Unit to a transferee if:

(i) the transferee occupies the Unit,

(ii) the transferee earns no more than One Hundred and Twenty percent (120 %) of the then current County median income as defined by HUD,

(iii) the transferee resides in County prior to the transfer,

(iv) the purchase price paid to Owner by the transferee is not more than the "purchase price" for the Unit as computed pursuant to the provisions of Paragraphs 6 and 7 above, and

(v) County certifies that the facts required by subclauses (i), (ii), (iii) and (iv) are correct and Owner pays to County the costs incurred by County to conduct an investigation to enable County to make the certification; or

(c) a transfer of title of a Unit authorized by resolution of the Board of Supervisors of County as being consistent with the goals and purposes of the provisions of Chapter 18.40 of the MONTEREY COUNTY CODE.

The covenants made by, restrictions imposed upon, and Option granted by this Agreement shall continue to encumber and run with the title to the Unit following a transfer permitted by this Paragraph 11. Owner shall notify County in writing at least fifteen (15) working days before a transfer of the Unit and the transferee must, in writing, assume the obligations and duties and agree to be bound by the restrictions of this Agreement.

12. **Permitted Encumbrances**. This Agreement and the Option granted to County shall not prohibit Owner from encumbering the Unit for the purpose of securing financing for purposes of purchasing the Unit or securing financing to refinance the original purchase price of the Unit, and shall not supersede or in any way reduce the security or affect the validity of any purchase money deed of trust or mortgage. If a Unit is acquired at a foreclosure sale under any purchase money deed of trust or mortgage encumbering the Unit, or by deed in lieu of foreclosure sale, title to the Unit shall be taken free and clear of the covenants, restrictions and terms of this Agreement and the Option granted to County and the purchase money trust deed holder and any subsequent transferee may sell the Unit without regard to this Agreement or the Option granted to County. Owner shall not encumber a Unit with a deed of trust which is not a purchase money deed of trust as defined by California law.

13. **Duration of Option**. The Option and the provisions set forth in this Agreement shall terminate and become void automatically as to the Unit thirty (30) years following the later to occur of (a) any sale of the Unit or any transfer of the Unit permitted pursuant to Paragraph 11(b) or 11(c), or (b) the date of recordation of this Agreement. Except as provided by the terms herein, the provisions set forth in this Agreement shall constitute covenants which shall run with the Unit, shall further and independently constitute an Option encumbering each Unit and shall be binding upon Owner, Owner's heirs, executors, administrators, successors, transferees and assignees, and all parties having or acquiring any right, title or interest in or to any part of a Unit. As long as the Option has not terminated as to a Unit, any attempt to transfer title to any interest in the Unit in violation of this Agreement shall be voidable at the election of County.

14. **Insurance Proceeds**. Notwithstanding the provisions of Paragraph 13, in the event that the Unit is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild the improvements on the Unit or, in the event of condemnation, if proceeds thereof are distributed to Owner, any surplus of proceeds so distributed remaining after payment of encumbrances of the Unit shall be distributed as follows: that portion of the surplus up to but not exceeding the net amount that Owner would have received under the formula set forth in Paragraphs 6 and 7 above had County exercised the Option on the date of the destruction or condemnation valuation date, shall be distributed to Owner, the balance of such surplus, if any, shall be distributed to County. County shall be named as an additional insured on the fire and casualty insurance policy issued to the Owner insuring loss to the Unit.

15. **Acceptance of Terms by Owner**. By acceptance of the Deed to which this Agreement is attached, Owner accepts and agrees to be bound by the covenants, restrictions and Option contained in this Agreement, and further acknowledges receipt of and agrees to be bound by the covenants, restrictions and Option contained in this Agreement, and further acknowledges receipt of and agrees to be bound by the provisions of this Agreement.

16. **Miscellaneous Provisions**.

(a) **Independent and Severable Provisions.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, such holding shall not render unenforceable any other provision hereof, each provision hereof being expressly severable and independently enforceable to the fullest extent permitted by law.

(b) **Further Assurances and Recordation.** The undersigned covenant that upon the request of County or its Designee, they will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and agreements and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Agreement and other instruments required hereunder, including, but not limited to, (i) immediately executing and acknowledging a Memorandum and Reaffirmation of Grant of Option to Purchase to the County of Monterey; and (ii) upon the sale or other transfer of an interest in the Unit, the undersigned Owner causing the purchaser or transferee to execute and acknowledge an Agreement to Grant Deed in form acceptable to County which shall be attached to the Grant Deed by which the undersigned conveys title to the Unit.

(c) **Captions and Paragraph Headings**. Captions and paragraph headings used herein are for convenience only and shall not be used in construing this Agreement.

(d) **Waiver**. No waiver by County or its Designee of the right to exercise the Option or of any breach by Owner of any covenant, restriction or condition herein contained shall be effective unless such waiver is in writing signed by County or its Designee and delivered to the undersigned. The waiver by County or its Designee of any such breach or breaches, or the failure by County or its Designee to exercise any right to remedy with respect to any such breach or breaches, shall not constitute a waiver or relinquishment for the future of any such covenant or condition or bar any right or remedy of County or its Designee with respect to any such subsequent breach.

(e) **Amendment.** The parties agree that this instrument contains all of the provisions of the Agreement between the parties hereto. No alteration or variation of the terms of this Agreement shall be valid unless made in writing in the form of an amendment and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first set forth above.

OWNERS:

By _____
David M. Robbins

By _____
Gail Robbins

COUNTY OF MONTEREY:

By _____
William L. Phillips
Director of Planning and
Building Inspection

Approved as to form:
Douglas C. Holland
County Counsel

By: _____
Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On NOV. 17, 1997 before me, THE UNDERSIGNED, Notary Public, personally appeared DAVID M. ROBBINS AND GAIL ROBBINS, personally known to me (or 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.

WITNESS my hand and official seal.

CAROLYN WYLIE
COMM. #1019751
Notary Public-California
Monterey County
My Comm. Exp. March 3, 1998

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On January 26, 1998 before me, Bertha Gonzalez, Notary Public, personally appeared Dale Ellis, Zoning Administrator, personally known to me ~~(or 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.

WITNESS my hand and official seal.

Signature Bertha Gonzalez (Seal)

BERTHA GONZALEZ
Comm. # 1014896
NOTARY PUBLIC - CALIFORNIA
Monterey County
My Comm. Expires Mar. 21, 1998

LEGAL DESCRIPTION

PARCEL I:

Lot 42 as shown on that certain map entitled "Tract No. 1270 Monterra Ranch Properties Inclusionary Housing", filed for record December 12, 1996 in the Office of the Recorder, County of Monterey, California in Volume 19 of Cities and Towns at Page 34. Said map was amended by those certain Certificates of Correction recorded June 23, 1997, in Reel 3534, Page 1306, Official Records and recorded August 19, 1997, in Reel 3559, Page 843, Official Records.

PARCEL II:

An easement for ingress, egress and utilities over a portion of Parcel A, as shown on sheet 5 of 61 on the map filed in Volume 18 Cities and Towns at Page 1 of the Monterey County Recorders Office, State of California.

Beginning at the Northwest corner of said Parcel A; thence along the Northerly boundary of said Parcel A,

(1) S. 88° 10' 35" E., 742.67 feet; thence leaving said boundary,

(2) S. 1° 49' 25" W., 60.00 feet; thence

(3) N. 88° 10' 35" W., 742.67 feet to a point on the Easterly right-of-way line of Olmsted Road; thence along said Easterly right-of-way line,

(4) N. 1° 49' 25" E., 60.00 feet to the point of beginning.

A.P. No. 259-121-042

END OF DOCUMENT

Attachment B

This page intentionally left blank.

Recording Requested by and
When Recorded, Mail to:

County of Monterey
Housing and Community Development Dept.
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

Attention: Housing

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 259-121-042-000
7101 Oak Tree Place, Monterey, CA 93940

AMENDMENT NO. 2 to
INCLUSIONARY HOUSING AGREEMENT:
(Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)

THIS AMENDMENT NO. 2 to Agreement: INCLUSIONARY HOUSING AGREEMENT (Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property) is made and entered into by the County of Monterey, hereinafter referred to as "COUNTY", and Gail Robbins, hereinafter referred to as "OWNER."

WITNESSETH:

WHEREAS, the County and David M. Robbins and Gail Robbins, have heretofore entered into an Agreement: *INCLUSIONARY HOUSING AGREEMENT (Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)* ("Agreement"), recorded on February 26, 1998, as Document No. 9810488 filed in the Office of the Recorder of the County of Monterey, with respect to that certain real property described in EXHIBIT A attached hereto and incorporated by reference;

WHEREAS, on September 7, 2003, David M. Robbins passed away; and

WHEREAS, on April 26, 2011, and July 12, 2011, the Board of Supervisors of the County of Monterey approved certain revisions to the Inclusionary Housing Program which are not retroactive; and

WHEREAS, the parties wish to amend the Inclusionary Housing Agreement to incorporate the program revisions pertaining to transfer of interest of the property to a Revocable Living Trust;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. **Permissible Transfer:** In addition to those permitted transfers described in the Agreement, the County's "OPTION" as defined in the Agreement shall not apply to the transfer or conveyance of the Property into a <u>revocable living trust where Owner is a Trustor</u>, provided:
    a. Owner obtains the consent of the County's designee;
    b. The Trust document, and any Successor Trustee, specifically acknowledges and affirms the existence of restrictions on the use and disposition of the Unit including, but not limited to, the obligation to sell the Unit to an Eligible Purchaser at no more than the Maximum Resale Value, as those terms are described in the Agreement;

c. The Deed conveying the Unit into the Trust also specifically acknowledges and affirms the existence of restrictions on the resale of the Property and references the Agreement; and
d. Owner agrees to cooperate and respond promptly to any County requests to owner for owner certification and monitoring.

2. **Recordation:** Upon execution of this Amendment No. 2 by all parties, Owner shall cause this Amendment No. 2 to the Inclusionary Housing Agreement to be recorded in the Office of the Monterey County Recorder and provide a copy of the recorded document to the County's Housing and Community Development Department.

3. **Inclusionary Housing Agreement to Remain in Effect**. Except as herein stated, all other terms, provisions and exhibits of the Inclusionary Housing Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed the Amendment No.2 on the day and year first written below.

COUNTY OF MONTEREY	**Owner:**
By: _____	_____
Craig W. Spencer, Interim Director of Housing & Community Development	Gail Robbins
_____	_____
Date	N/A
	_____
	Date

Approved as to form:

_____	_____
Reed Gallogly, Deputy County Counsel	Date

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) SS.

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 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

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 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A
LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

PARCEL 1:

LOT 42 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO, 1270 MONTERRA RANCH PROPERTIES INCLUSIONARY HOUSING", FILED FOR RECORD DECEMBER 12, 1996 IN THE OFFICE OF THE RECORDER, COUNTY OF MONTEREY, CALIFORNIA IN VOLUME 19 OF CITIES AND TOWNS AT PAGE 34. SAID MAP WAS AMENDED BY THOSE CERTAIN CERTIFICATES OF CORRECTION RECORDED JUNE 23, 1997, IN REEL 3534, PAGE 1306, OFFICIAL RECORDS, AND RECORDED AUGUST 19, 1997, IN REEL 3559, PAGE 843, OFFICIAL RECORDS, OCTOBER 28, 1997, SERIES NO. 9763858, OFFICIAL RECORDS,

PARCEL2:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER A PORTION OF PARCEL A, AS SHOWN ON SHEET 5 OF 61 ON THE MAP FILED IN VOLUME 18 CITIES AND TOWNS AT PAGE 1 OF THE MONTEREY COUNTY RECORDERS OFFICE, STATE OF CALIFORNIA.

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL A,

S. 88° 1O' 35" E., 742.67 FEET; THENCE LEAYING SAID BOUNDARY,

S. 1° 49' 25" W., 60.00 FEET; THENCE

N. 88° 10' 35" W., 742.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLMSTED ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE.

N. 1° 49' 25" E., 60.00 FEET TO THE POINT OF BEGINNING.

APN: 259-121-042-000

Introduced: 1/19/2024

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Director of Housing & Community Development or designee, to sign and execute the pass-through grant subaward application and submit the application to the California Office of Emergency Services; and
b. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget to increase appropriations and revenues by $1,000,000 for the Housing and Community Development Department, Fund 013, Unit 8545, Appropriation Unit HCD004 financed by a pass-through grant subaward from the California Office of Emergency Services (Assembly Bill 102) for wildfire prevention and eucalyptus tree removal pilot project (4/5th vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize the Director of Housing & Community Development or designee, to sign and execute the pass-through grant subaward application and submit the application to the California Office of Emergency Services; and
b. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget to increase appropriations and revenue by $1,000,000 for the Housing and Community Development Department, Fund 013, Unit 8545, Appropriation Unit HCD004 financed by a pass-through grant subaward from the California Office of Emergency Services (Assembly Bill 102) for wildfire prevention and eucalyptus tree removal pilot project.

SUMMARY/DISCUSSION:

On July 10, 2023, the Governor of California signed The Budget Act of 2023 (Assembly Bill 102). The Budget Act of 2023 made appropriations for the support of state government for the 2023-24 fiscal year. Section 19.563 of The Budget Act contains appropriations that reflect legislative priorities related to public safety including an allocation of $1 million to the County of Monterey for wildfire prevention and eucalyptus tree removal pilot project. This is a pass-through allocation from the state budget and not a grant. The County will receive the lump sum allocation and is required to spend the money for the purposes stated in the bill ("wildfire prevention and eucalyptus tree removal pilot project") before June 30, 2027.

Housing & Community Development (HCD) requests authorization from the Board of Supervisors to complete the application and secure the allocation from the state. Time is of the essence in encumbering the funding due to state budget timelines and potential roll backs in the next budget year. Once the funding is secured, HCD will develop the pilot project and return to the Board for consideration of that project. HCD anticipates this will occur in April of this year.

HCD did not include the pass-through allocation in the 2023-24 adopted budget because it was unknown during budget preparation, therefore the budget must be amended to increase appropriations. This requires a 4/5th vote.

OTHER AGENCY INVOLVEMENT:
The funds are available through the California Office of Emergency Services (CalOES). If the Board authorizes, HCD will file the paperwork with CalOES. HCD would also work with the Auditor Controller and the County Administrative Offices on the budget adjustments.

FINANCING:
Staff time to prepare this report is included in HCD FY2023-24 Budget Appropriation Unit HCD002, Unit 8543. Once funding is approved and received from CalOES, it will be made payable to a third-party vendor and distributed to qualified property owners who choose to participate in the wildfire prevention and eucalyptus tree removal pilot project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
These actions are administrative activities leading to the development of a pilot project will promote public safety.
Check the related Board of Supervisors Strategic Initiatives:
__Economic Development
_X_ Administration
__ Health & Human Services
-__ Infrastructure
_X_ Public Safety

Prepared by: Craig Spencer, Acting Director of HCD
With assistance from: Lori Woodle, HCD Finance Manager

The following attachments are on file with the Clerk of the Board:
Attachment A - CalOES application

cc: Front Counter Copy; Craig Spencer, Acting Director of HCD: The Open Monterey Project (Molly Erickson); LandWatch; Resource Conservation District of Monterey County.

Introduced: 1/19/2024 **Current Status:** Agenda Ready

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

a. Authorize the Director of Housing & Community Development or designee, to sign and execute the pass-through grant subaward application and submit the application to the California Office of Emergency Services; and
b. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget to increase appropriations and revenues by $1,000,000 for the Housing and Community Development Department, Fund 013, Unit 8545, Appropriation Unit HCD004 financed by a pass-through grant subaward from the California Office of Emergency Services (Assembly Bill 102) for wildfire prevention and eucalyptus tree removal pilot project (4/5th vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Director of Housing & Community Development or designee, to sign and execute the pass-through grant subaward application and submit the application to the California Office of Emergency Services; and
b. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget to increase appropriations and revenue by $1,000,000 for the Housing and Community Development Department, Fund 013, Unit 8545, Appropriation Unit HCD004 financed by a pass-through grant subaward from the California Office of Emergency Services (Assembly Bill 102) for wildfire prevention and eucalyptus tree removal pilot project.

SUMMARY/DISCUSSION:
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Housing & Community Development (HCD) requests authorization from the Board of Supervisors to complete the application and secure the allocation from the state. Time is of the essence in encumbering the funding due to state budget timelines and potential roll backs in the next budget year. Once the funding is secured, HCD will develop the pilot project and return to the Board for consideration of that project. HCD anticipates this will occur in April of this year.

HCD did not include the pass-through allocation in the 2023-24 adopted budget because it was

unknown during budget preparation, therefore the budget must be amended to increase appropriations. This requires a 4/5th vote.

OTHER AGENCY INVOLVEMENT:
The funds are available through the California Office of Emergency Services (CalOES). If the Board authorizes, HCD will file the paperwork with CalOES. HCD would also work with the Auditor Controller and the County Administrative Offices on the budget adjustments.

FINANCING:
Staff time to prepare this report is included in HCD FY2023-24 Budget Appropriation Unit HCD002, Unit 8543. Once funding is approved and received from CalOES, it will be made payable to a third-party vendor and distributed to qualified property owners who choose to participate in the wildfire prevention and eucalyptus tree removal pilot project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
These actions are administrative activities leading to the development of a pilot project will promote public safety.
Check the related Board of Supervisors Strategic Initiatives:
__Economic Development
_X_ Administration
__ Health & Human Services
__ Infrastructure
_X_ Public Safety

Prepared by: Craig Spencer, Acting Director of HCD CS
With assistance from: Lori Woodle, HCD Finance Manager

The following attachments are on file with the Clerk of the Board:
Attachment A - CalOES application

cc: Front Counter Copy; Craig Spencer, Acting Director of HCD: The Open Monterey Project (Molly Erickson); LandWatch; Resource Conservation District of Monterey County.

Attachment A

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Pass Through Grant Subaward

Information and Instructions

1. **GRANT SUBAWARD NUMBER:** This section will be completed by Cal OES.
2. **SUBRECIPIENT:** The Subrecipient is the unit of government or community based organization (CBO) that will have legal responsibility for these grant funds (e.g. County of Alameda, City of Fresno or Women's Place of Merced).
3. **IMPLEMENTING AGENCY:** Enter the complete name of the agency responsible for the day-to-day operation of the grant (e.g. Sheriff, Police Department, or Department of Public Works). If the Implementing Agency is the same as the Subrecipient, enter the same title again.
4. **PAYMENT ADDRESS:** Enter the address payment should be mailed to, including nine-digit zip code.
5. **GRANT SUBAWARD PERFORMANCE PERIOD** Enter beginning and ending dates of the performance period for the Grant Subaward. (mm/dd/yyyy)
6. **PURPOSE:** This section will be completed by Cal OES.
7. **FUND ALLOCATION, AUTHORITY, AND GRANT SUBAWARD TOTAL:** This section will be completed by Cal OES.
8. **CERTIFICATION:** This section will be completed by Cal OES.
9. **CA PUBLIC RECORDS ACT REQUEST:** This section will be completed by Cal OES.
10. **AUTHORIZED SIGNER:** Provie the name, title, and signature of the person who is vested with the authority to enter into this Grant Subaward, and has the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body.

Pass Through Grant Subaward

1. PASS THROUGH GRANT SUBAWARD #:	LI2023-032

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

2. SUBRECIPIENT: Monterey County

3. IMPLEMENTING AGENCY: Monterey County

4. PAYMENT MAILING ADDRESS: _____
(Street) (City) (Zip+4)

5. GRANT SUBAWARD PERFORMANCE PERIOD: 7/1/2023 through 3/1/2027

6. PURPOSE:

For a wildfire prevention and eucalyptus tree removal pilot project.
Service Location: 18904

7. FUND ALLOCATION, AUTHORITY, AND GRANT SUBAWARD TOTAL:

Enactment Year	Fund Source	Authorizing Legislation	Chapter	Statutes	Item Number	Provision	Total Award
FY23	General Fund	AB 102	38	2023	0690-101-0001	CS 19.563	$1,000,000

8. CERTIFICATION: I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on/for activities specified in the purpose section above in the Grant Subaward. The Subrecipient agrees to administer the Grant Subaward in accordance with all applicable state and federal laws.

9. CA PUBLIC RECORD ACT REQUEST: Grant Subaward applications/awards are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

10. AUTHORIZED SIGNER:

Name: _____ Title: _____

Signature: _____ Date: _____

(FOR CAL OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the Grant Subaward performance period and purposes of this expenditure stated above.

_____ _____ _____ _____
Cal OES Fiscal Officer **Date** **Cal OES Director or Designee** **Date**

County of Monterey

Board Report

Legistar File Number: RES 24-019

Item No.35

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

January 30, 2024

Introduced: 1/22/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Find that the subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines California Code of Regulations (CCR) section 15061; and
b. Approve the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (Agreement) between the County and the Carmel Unified School District to acquire one (1) parcel totaling approximately 1,800 square feet including one (1) structure totaling approximately 1,187 square feet located at 27885 Robinson Canyon Road, Carmel Valley, California, also identified as Assessor's Parcel Number 169-131-005, for the amount of $100,000 for use by the Public Works, Facilities, and Parks Department, pursuant to Government Code Section 25350.60; and
c. Authorize the Public Works, Facilities, and Parks Director to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions and any related documents needed to complete the transaction, including, but not limited to, a Grant Deed and any future amendments to the Agreement subject to review and approval by the Office of the County Counsel; and
d. Authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget, Fund 001, Facility Services Appropriation Unit PFP054, to increase appropriations by $115,000, for acquisition and due diligence costs, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Find that the subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines California Code of Regulations (CCR) section 15061; and
b. Approve the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (Agreement) between the County and the Carmel Unified School District to acquire one (1) parcel totaling approximately 1,800 square feet including one (1) structure totaling approximately 1,187 square feet located at 27885 Robinson Canyon Road, Carmel Valley, California, also identified as Assessor's Parcel Number 169-131-005, for the amount of $100,000 for use by the Public Works, Facilities, and Parks Department, pursuant to Government Code Section 25350.60; and
c. Authorize the Public Works, Facilities, and Parks Director to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions and any related documents needed to complete the transaction, including, but not limited to, a Grant Deed and any future amendments to the Agreement subject to review and approval by the Office of the County Counsel; and
d. Authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget, Fund 001, Facility Services Appropriation Unit PFP054, to increase appropriations by $115,000, for acquisition

and due diligence costs, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required).

SUMMARY:
Pursuant to the Board of Supervisors' (Board) authorization on October 10, 2023, the Director of Public Works, Facilities, and Parks (PWFP) executed a letter of intent to purchase certain real property and improvements commonly referred to as Accessor's Parcel Number (APN) 169-131-005, totaling approximately 1,800 square feet of land, located at 27885 Robinson Canyon Road in Carmel Valley, County of Monterey, State of California (the "Property"), presently owned by the Carmel Unified School District (CUSD). The Property contains an approximate 1,187 square foot structure, commonly referred to as the Carmelo Athletic and Social Club Building (the "Building") appurtenant to the land. This Board item presents a unique opportunity for the County to open escrow towards completing the purchase of the Property for potential future road expansion and to keep the locally significant Building within its local community.

DISCUSSION:
In March 2023, PWFP-Facilities-Real Property Unit staff received a surplus property availability notice from CUSD declaring the Property as surplus property to be sold. Pursuant to the California Surplus Lands Act, the County received the notice of availability letter from CUSD prior to the Property being made available for purchase by the public.

The Property consists of one (1) parcel of land totaling approximately 1,800 square feet, including the 1,187 square foot Building appurtenant to the land, located in the unincorporated Carmel Valley area of the County of Monterey. The Building was built in 1895 and was used primarily as the Carmelo Athletic and Social Club up until the 1960s and was donated to CUSD in 2002. The Property does not have onsite parking, lacks the benefit of a cross walk, and contains overgrown vegetation. The Building is in poor condition and is currently used by CUSD for storage. The Building holds local significance; however, it is not listed on any national or state historical building registry.

In April 2023, PWFP staff submitted a letter of interest on behalf of the County following analysis of the Property and discovery of potential future use for County Road expansion purposes and local significance of the Building. PWFP staff subsequently reached out to the Carmel Valley Historical Society (CVHS) regarding the local significance of the Building. CVHS has verbally committed to partnering with the County to caretake the Building both at its current location and at a future (to be determined) relocation site with the intent to keep the Building within its local community. The 2019 CVHS Newsletter article regarding the Carmelo
Athletic and Social Club is included as Attachment C.

The purchase of the Property is contingent upon completion and approval of the County's due diligence reports and inspections including a property condition report, phase 1 report, preliminary title report, execution of a memorandum of understanding with a partnering agency or organization regarding relocation, renovation, and caretaking efforts of the Building, and review of seller disclosures, all of which will be completed during the County's ninety (90) day due diligence period during escrow. County's due diligence costs are estimated at $15,000. The close of escrow is tentatively scheduled to occur thirty (30) days following the removal of all the County's due diligence

contingencies.

On October 10, 2023, as authorized pursuant to California Government Code sections 7922.000 and 54956.9, the Board approved PWFP staff's recommendation to offer an "up to" purchase price of $100,000 for the Property. PWFP staff consulted with PWFP management regarding potential PWFP department funding sources; however, because the area in which the Property is situated is not included on a current CIP plan for road improvements or expansion, the Road Fund and other PWFP funds cannot be used to support acquisition costs for the Property. There are available funds in General Fund Contingencies and Cannabis Assignment to fund the acquisition costs of approximately $115,000.

On October 12, 2023, PWFP-Real Property Unit staff submitted the County's letter of intent to purchase the Property for $100,000, which CUSD fully executed on November 2, 2023. The County has ninety (90) days from execution of the letter of intent to go back to the Board for approval of a purchase agreement and funding source. Approval of staff's recommendation would approve a funding source and approve and authorize the Director of PWFP to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions between the County and CUSD and any other related documents needed to complete the transaction.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the County Administration Office (CAO) - Budget and Analysis Division have been working with PWFP staff on this matter involving CUSD. To meet CUSD timeframe requirements, PWFP Staff bypassed the Budget Committee (BC), with the BC Committee's authorization. As indicated above, as authorized pursuant to California Government Code sections 7922.000 and 54956.9, on October 10, 2023, the Board approved PWFP staff's recommendation to offer an "up to" purchase price of $100,000 for the Property and return to the Board in open session; therefore, in consultation with the Office of the County Counsel and the CAO - Budget and Analysis Division, this item is being returned to the Board for approval of the proposed Agreement and funding source.

In March 2023, PWFP-Facilities-Real Property Unit staff received a surplus property availability notice from CUSD declaring the Property as surplus property which was available to be sold to the County. On September 13, 2023, CUSD submitted a 30-Day notice to PWFP staff to submit a Letter of Intent to purchase, with terms and conditions included, by October 13, 2023, in order to continue negotiations regarding the purchase of the Property. On October 12, 2023, PWFP-Real Property Unit staff submitted the County's letter of intent to purchase the Property, which CUSD fully executed on November 2, 2023.

FINANCING:
Funding for the proposed purchase, due diligence, and escrow costs are recommended to be funded from General Fund Contingencies, as recommended by the CAO Budget and Analysis Division and PWFP Staff. The proposed purchase price is $100,000. Additional due diligence costs consisting of property condition reports, and surveys are estimated at $15,000.

General Fund Contingencies has a balance of $1,050,758, as of the date this report was written.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action supports the Board of Supervisors strategic initiative to promote sustainable, physical infrastructure that improves the quality of life for County residents and visitors and supports public safety by ensuring proper road infrastructure is sufficient for the Communities safety needs.

_X_ Economic Development
__Administration
__Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Ivo N. Basor, Management Analyst III (831) 796-6427
Reviewed by: George K. Salcido, Real Property Specialist
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 - Location Map
Attachment B - Draft Purchase Agreement & Joint Escrow Instructions
Attachment C - Executed Letter of Intent
Attachment D - 2019 CVHS Newsletter Article
Attachment E - Proposed Resolution

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County of Monterey

Board Report

Legistar File Number: RES 24-019

Item No.

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

January 30, 2024

Introduced: 1/22/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Find that the subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines California Code of Regulations (CCR) section 15061; and
b. Approve the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (Agreement) between the County and the Carmel Unified School District to acquire one (1) parcel totaling approximately 1,800 square feet including one (1) structure totaling approximately 1,187 square feet located at 27885 Robinson Canyon Road, Carmel Valley, California, also identified as Assessor's Parcel Number 169-131-005, for the amount of $100,000 for use by the Public Works, Facilities, and Parks Department, pursuant to Government Code Section 25350.60; and
c. Authorize the Public Works, Facilities, and Parks Director to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions and any related documents needed to complete the transaction, including, but not limited to, a Grant Deed and any future amendments to the Agreement subject to review and approval by the Office of the County Counsel; and
d. Authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget, Fund 001, Facility Services Appropriation Unit PFP054, to increase appropriations by $115,000, for acquisition and due diligence costs, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Find that the subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines California Code of Regulations (CCR) section 15061; and
b. Approve the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (Agreement) between the County and the Carmel Unified School District to acquire one (1) parcel totaling approximately 1,800 square feet including one (1) structure totaling approximately 1,187 square feet located at 27885 Robinson Canyon Road, Carmel Valley, California, also identified as Assessor's Parcel Number 169-131-005, for the amount of $100,000 for use by the Public Works, Facilities, and Parks Department, pursuant to Government Code Section 25350.60; and
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d. Authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget, Fund 001, Facility Services Appropriation Unit PFP054, to increase appropriations by $115,000, for acquisition

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and due diligence costs, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required).

SUMMARY:
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DISCUSSION:
In March 2023, PWFP-Facilities-Real Property Unit staff received a surplus property availability notice from CUSD declaring the Property as surplus property to be sold. Pursuant to the California Surplus Lands Act, the County received the notice of availability letter from CUSD prior to the Property being made available for purchase by the public.

The Property consists of one (1) parcel of land totaling approximately 1,800 square feet, including the 1,187 square foot Building appurtenant to the land, located in the unincorporated Carmel Valley area of the County of Monterey. The Building was built in 1895 and was used primarily as the Carmelo Athletic and Social Club up until the 1960s and was donated to CUSD in 2002. The Property does not have onsite parking, lacks the benefit of a cross walk, and contains overgrown vegetation. The Building is in poor condition and is currently used by CUSD for storage. The Building holds local significance; however, it is not listed on any national or state historical building registry.

In April 2023, PWFP staff submitted a letter of interest on behalf of the County following analysis of the Property and discovery of potential future use for County Road expansion purposes and local significance of the Building. PWFP staff subsequently reached out to the Carmel Valley Historical Society (CVHS) regarding the local significance of the Building. CVHS has verbally committed to partnering with the County to caretake the Building both at its current location and at a future (to be determined) relocation site with the intent to keep the Building within its local community. The 2019 CVHS Newsletter article regarding the Carmelo
Athletic and Social Club is included as Attachment C.

The purchase of the Property is contingent upon completion and approval of the County's due diligence reports and inspections including a property condition report, phase 1 report, preliminary title report, execution of a memorandum of understanding with a partnering agency or organization regarding relocation, renovation, and caretaking efforts of the Building, and review of seller disclosures, all of which will be completed during the County's ninety (90) day due diligence period during escrow. County's due diligence costs are estimated at $15,000. The close of escrow is tentatively scheduled to occur thirty (30) days following the removal of all the County's due diligence

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contingencies.

On October 10, 2023, as authorized pursuant to California Government Code sections 7922.000 and 54956.9, the Board approved PWFP staff's recommendation to offer an "up to" purchase price of $100,000 for the Property. PWFP staff consulted with PWFP management regarding potential PWFP department funding sources; however, because the area in which the Property is situated is not included on a current CIP plan for road improvements or expansion, the Road Fund and other PWFP funds cannot be used to support acquisition costs for the Property. There are available funds in General Fund Contingencies and Cannabis Assignment to fund the acquisition costs of approximately $115,000.

On October 12, 2023, PWFP-Real Property Unit staff submitted the County's letter of intent to purchase the Property for $100,000, which CUSD fully executed on November 2, 2023. The County has ninety (90) days from execution of the letter of intent to go back to the Board for approval of a purchase agreement and funding source. Approval of staff's recommendation would approve a funding source and approve and authorize the Director of PWFP to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions between the County and CUSD and any other related documents needed to complete the transaction.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the County Administration Office (CAO) - Budget and Analysis Division have been working with PWFP staff on this matter involving CUSD. To meet CUSD timeframe requirements, PWFP Staff bypassed the Budget Committee (BC), with the BC Committee's authorization. As indicated above, as authorized pursuant to California Government Code sections 7922.000 and 54956.9, on October 10, 2023, the Board approved PWFP staff's recommendation to offer an "up to" purchase price of $100,000 for the Property and return to the Board in open session; therefore, in consultation with the Office of the County Counsel and the CAO - Budget and Analysis Division, this item is being returned to the Board for approval of the proposed Agreement and funding source.

In March 2023, PWFP-Facilities-Real Property Unit staff received a surplus property availability notice from CUSD declaring the Property as surplus property which was available to be sold to the County. On September 13, 2023, CUSD submitted a 30-Day notice to PWFP staff to submit a Letter of Intent to purchase, with terms and conditions included, by October 13, 2023, in order to continue negotiations regarding the purchase of the Property. On October 12, 2023, PWFP-Real Property Unit staff submitted the County's letter of intent to purchase the Property, which CUSD fully executed on November 2, 2023.

FINANCING:
Funding for the proposed purchase, due diligence, and escrow costs are recommended to be funded from General Fund Contingencies, as recommended by the CAO Budget and Analysis Division and PWFP Staff. The proposed purchase price is $100,000. Additional due diligence costs consisting of property condition reports, and surveys are estimated at $15,000.

General Fund Contingencies has a balance of $1,050,758, as of the date this report was written.

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action supports the Board of Supervisors strategic initiative to promote sustainable, physical infrastructure that improves the quality of life for County residents and visitors and supports public safety by ensuring proper road infrastructure is sufficient for the Communities safety needs.

X Economic Development
__Administration
__Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Ivo N. Basor, Management Analyst III (831) 796-6427
Reviewed by: George K. Salcido, Real Property Specialist
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

DS

The following attachments are on file with the Clerk of the Board:
Attachment A - Location Map
Attachment B - Draft Purchase Agreement & Joint Escrow Instructions
Attachment C - Executed Letter of Intent
Attachment D - 2019 CVHS Newsletter Article
Attachment E - Proposed Resolution

Attachment A – Location Map



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (the "Agreement") is made between the Carmel Unified School CUSD, a public school district of the State of California ("CUSD") and the County of Monterey, a political subdivision of the State of California ("County"). CUSD and County are collectively referred to as the "Parties."

RECITALS

WHEREAS, CUSD is the sole owner of certain real property and improvements commonly referred to as the "Robinson Barn Property," and the "Carmelo Athletic and Social Club", further described below as the "Property";

WHEREAS, on March 8, 2023, the Board of Education ("Board") of the CUSD adopted Resolution No. 23-03, which declared the Property as surplus to the CUSD's educational needs and directed CUSD staff to provide the statutory priority notices of the property's availability for purchase or lease to public entities as set forth in Education Code sections 17464, 17465, and 17485 et seq, other applicable required notices including Government Code section 65402;

WHEREAS, in response to the CUSD's priority notice to County, dated March 17, 2023, the County sent a letter of intent to purchase the Property on October 12, 2023, and the Parties reached a non-binding agreement on November 2, 2023, as to the price and terms and conditions of the purchase and sale of the Property, subject to the contingencies set forth herein;

WHEREAS, Section 35162 of the Education Code authorizes the CUSD's governing board to hold and convey property for the use and benefit of the CUSD; and

WHEREAS, CUSD desires to sell the Property on and subject to the terms and conditions contained in this Agreement and County desires to acquire the Property and hold it for the use and benefit of the County.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, CUSD and County agree as follows:

1. PURCHASE AND SALE; CONDITION OF PROPERTY

(a) CUSD agrees to sell to County, and County agrees to purchase from CUSD, pursuant to the terms and conditions set forth in this Agreement, the certain real property and improvements (Accessor's Parcel Number 169-131-005), approximately 1,800 square feet of land, located at 27885 Robinson Canyon

Road in Carmel Valley, County of Monterey, State of California, and which is further described in **Exhibit A** (hereinafter referred to as the "Property"). The Property contains an approximate 1,187 square foot structure, commonly referred to as the Carmelo Athletic and Social Club Building ("Building") appurtenant to the land.

(b) CONDITION OF PROPERTY. THE PARTIES ACKNOWLEDGE AND AGREE THAT CUSD IS SELLING AND COUNTY IS PURCHASING THE PROPERTY IN ITS "AS IS", "WHERE IS", AND "WITH ALL FAULTS" CONDITION. The Property shall be sold by CUSD to County subject to all existing reservations, easements, and rights of ways, with the CUSD's sole right to not extinguish any exceptions to title currently on record. County acknowledges that prior to the expiration of the Assessment Period (as defined below), County shall have had the opportunity to investigate all economic, engineering, environmental, legal and physical aspects of the Property and to make all inspections and investigations of the Property which County deems necessary or desirable to protect its interests in acquiring the Property.

(c) When this Agreement is fully executed by the Parties ("Effective Date"), the purchase and sale of the Property shall be completed through escrow opened with Chicago Title, at 50 Winham Street, Salinas, California, 93901 (hereinafter "Escrow Holder"), under escrow file number FWMN-5212301296, on terms stated herein.

2. PURCHASE PRICE

The purchase price for the Property is One Hundred Thousand Dollars and Zero Cents ($100,000.00).

3. ASSESSMENT PERIOD

County, at County's sole cost and expense, shall have a forty-five (45) day period to perform County's due diligence and assessment of the Property (the "Assessment Period"). The Assessment Period shall commence from the latter of 1) the Effective Date or 2) Buyer's receipt of all Due Diligence Documents from CUSD. County reserves the right to terminate the Purchase Agreement with written notice to Escrow Holder and CUSD for any reason during the Assessment Period. The Assessment Period is for County to perform all reasonably prudent inspections and investigations, and to approve or disapprove the condition of the Property, including but not limited to the following items:

(a) Physical Inspection: County and County's representatives shall be granted access to the Property to perform physical inspections of the Property and all improvements thereon upon written notice to CUSD at least twenty-four (24) hours before entry onto the Property. County and County's authorized representatives shall have the right to enter upon and inspect and make

reasonable tests upon the Property at reasonable times and upon notice to CUSD, and County shall indemnify and hold CUSD harmless from any damage or injury to persons or property by reason of the entry upon the Property by County and its authorized representatives. County shall order and pay all costs with respect to such inspections. If CUSD does not have a land title survey, County shall have the option to obtain a survey at County's cost which may, at County's election, be made in accordance with CLTA/ALTA/ASCM standards.

(b) Inspection of Due Diligence Documents: County's inspection and approval of all documents in CUSD's possession or under CUSD's control, if any, including but not limited to: all surveys, soils tests, engineering studies, as-built drawings, leases and/or tenant agreements, rent roll, any service or maintenance contracts, and any amendments thereto (the "Due Diligence Documents").

(c) Cost Estimates: County's review and approval of cost estimates related to the Property, including but not limited to: relocation, renovation, demolition, and maintenance of the Building; general maintenance and upkeep costs related to the Property.

(d) Title Approval: County's review and approval of the Preliminary Title Report from Escrow Company. County reserves the right to notify CUSD, in writing, of County's disapproval of any exception shown in the Title Report or legal description..

4. CONTINGENCY PERIOD

County, at County's sole cost and expense, shall have a forty-five (45) day period, commencing the day following the expiration of the Assessment Period, to perform additional County's due diligence (the "Contingency Period). County reserves the right to terminate the Purchase Agreement should the condition below not be met during the Contingency Period:

(a) Plans for Relocation, Renovation, and Caretaking of the Building : Execution of a letter of intent between County and a partnering third-party agency, organization, or company to manage and fund the relocation, renovation, and caretaking of the Building . CUSD shall not be responsible for relocation, renovation, or caretaking of the Building including any associated costs or expenses, permits, authorizations, or compliance with the California Environmental Quality Act (CEQA) or other applicable law.

5. JOINT INSTRUCTIONS FOR CLOSE OF ESCROW

(a) Close of Escrow. Close of Escrow shall occur within thirty (30) days following the expiration of the Contingency Period ("Close of Escrow"), or

as revised in writing by the Parties, or as requested in writing by the Escrow Holder.

(b) At least three (3) days prior to Close of Escrow, CUSD and County shall deposit the following with Escrow Holder:

i. CUSD shall deposit a Grant Deed duly executed by CUSD in the form attached hereto as **Exhibit B** to convey the Property to County.

ii. County shall deposit the balance of the Purchase Price for the Property, together with funds to pay the closing costs, all escrow fees, fees for recordation of the Grant Deed, title insurance, documentary transfer tax and all real property taxes and assessments due as of the Close of Escrow, as applicable.

(c) As a condition to the Close of Escrow, the Grant Deed shall be recorded by the title company in the Monterey County Recorder's Office. County shall not be deemed to have accepted delivery of the Grant Deed until such time as the Grant Deed is recorded in the Official Records of the County of Monterey, California. On Close of Escrow, title shall vest in the County of Monterey, a political subdivision of the State of California.

(d) CUSD shall by grant deed convey to County the Property in fee simple.

(e) CUSD hereby authorizes County to take possession of the Property upon Close of Escrow.

(f) The title company shall issue to County a standard CLTA form policy of title insurance for the Property showing title vested in the County of Monterey.

6. CUSD'S REPRESENTATIONS AND WARRANTIES

CUSD represents and warrants to County that as of the Effective Date of this Agreement and at Close of Escrow the following conditions apply:

CUSD has the full right, power and authority to enter into this Agreement and to perform the transactions contained in it. CUSD warrants that it is a school district organized and existing under the laws of the State of California.

(a) CUSD has and shall have at Close of Escrow fee simple title to the Property.

(b) CUSD warrants that CUSD is the sole owner of the Property.

(c) To the best of the CUSD's knowledge, there are no oral or written leases or rental agreements affecting any portion of the Property. As a covenant that will survive Close of Escrow, CUSD agrees that it shall take steps to evict or otherwise remove any tenants currently occupying the Property prior to Close of Escrow. County shall not become obligated or liable to anyone for the use of the Property.

(d) To the best of CUSD's knowledge, there is no pending litigation involving the Property.

(e) CUSD makes no warranties, representations, or guarantees of any kinds with regard to any information it has provided or does provide to County regarding the Property.

7. TERMINATION

In the event of a material default by either party, this Agreement shall not be terminated automatically, but only upon delivery to Escrow Holder and the defaulting party a written notice of termination from the non-defaulting party.

8. NOTICES

All notices and demands shall be given in writing either by personal service, overnight delivery or by United States mail, registered or certified mail, postage prepaid, and return receipt requested. Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail. Notices shall be addressed as shown below for each party, except that if any party gives notice of a change of name and address, notices to that party shall thereafter be given as shown in that notice.

To CUSD: Carmel Unified School District c/o Chief Business Official 4380 Carmel Valley Road Carmel, California 93923	To County: County of Monterey c/o Real Property Specialist 1441 Schilling Place, South Bldg.,2nd Floor Salinas, California 93901
With a copy to: Jessika K. Johnson, Esq. DANNIS WOLIVER KELLEY 200 California Street, Suite 400 San Francisco, CA 94111	

9. BINDING ON SUCCESSORS. This Agreement shall be binding on the Parties, their heirs, personal representatives, assigns and other successors in interest.

10. ADDITIONAL DOCUMENTS. The Parties agree to execute any additional documents reasonable and necessary to carry out the provisions of the Agreement.

11. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired.

12. CAPTIONS. The captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand or define the contents of the respective paragraphs.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought. This Agreement supersedes all prior discussions, negotiations, agreements and memoranda whether oral or written.

15. AUTHORITY AND EXECUTION. This Agreement is valid only upon the approval of each party's Governing Board and thereafter, when executed by both Parties. This Agreement constitutes the complete understanding and mutual agreement of the Parties hereto and no oral representation in any manner vary the terms hereof or be binding. The individuals executing this Agreement and any other related written documentation certify that they have authority to bind their respective entities.

16. AGENCY. CUSD and County are representing themselves individually throughout the transaction. CUSD and County have had the opportunity to consult with their respective legal/agency or outside counsel regarding this transaction and throughout the during of these real property negotiations.

17. CONFIDENTIALITY. CUSD and County agree to keep all oral and written communications regarding County's prospective interest in the Property strictly confidential. CUSD shall only contact those individuals necessary to respond to this Agreement and shall in no way announce any interest by County to any other individuals without first obtaining prior written approval from County. County agrees to abide by the same terms of the CUSD.

18. COUNTERPARTS. This Agreement may be executed in counterparts, which shall be considered an original and which together shall constitute one document.

DRAFT

19. CONSENT TO USE ELECTRONIC SIGNATURES. 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) which may be delivered by mail, E-Mail, or Facsimile.

[SIGNATURE PAGE FOLLOWS]

DRAFT

The Parties have executed this Agreement as shown below:

Carmel Unified School District "CUSD":

By: _____

Name: _____
Title: _____

Date:_____

By: _____

Name: _____
Title: _____

Date:_____

County of Monterey, a political subdivision of the state of California "COUNTY":

By: _____

Name: Randell Ishii, MS, PE, TE, PTOE
Title: Director of Public Works, Facilities, and Parks

Date:_____

Approved as to Form:
Office of the County Counsel
Susan K. Blitch
Acting County Counsel

By: _____
Name: Mary Grace Perry
Title: Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions:
Rupa Shah, Auditor-Controller

By: _____

Name: _____

Title:_____

Date:_____

DRAFT

EXHIBIT A

LEGAL DESCRIPTION

That certain parcel lot, piece or parcel of land situate, lying and being in Carmel Valley, County and State of Monterey, and bounded and particularly described as follows:
Commencing at an oak tree on the N.E. corner of the Berwick farm and running Westerly 30 feet; thence Southerly 60 feet; thence Easterly 30 feet; thence Northerly 60 feet to the place of beginning; Together with all and singular the tenements, detainments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

APN 169-131-005
27885 Robinson Canyon Rd. Carmel

DRAFT

EXHIBIT B

QUITCLAIM DEED

Recording Requested by and When Recorded, Return to
County of Monterey
Attn: Real Property Specialist
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

No Documentary Transfer Tax Required - Recorder's use
Granting and Acquiring Agencies are Government Agencies (Revenue & Taxation Code § 11922)
No Fee – Government Code § 27383

Space above this line for

GRANT DEED

The **Carmel Unified School District**, (hereinafter referred to as "**Grantor**"), does hereby remise, release and forever quitclaim "as is" to the **County of Monterey**, a political subdivision of the State of California, (hereinafter referred to as "**Grantee**"), all its rights, title and interest in the real property (hereinafter referred to as the "**Property**" or collectively "**Properties**") situated in the unincorporated area of the County of Monterey, State of California, described as follows:

SEE EXHIBIT "A"ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with the tenements, hereditaments, appurtenances thereunto belonging or appertaining, and the revision and revisions, remaining and remainder, rents, issues, and profits thereof.

TOGETHER with all of Grantor's interest in and to oil, gas, geothermal, water and mineral rights, wells, riparian water rights appurtenant to said real property described on Exhibit "A" attached hereto, and all of Grantor's interest in any streets, alleys, public ways or railroad rights of way, and to any land lying in any body of water, waterway or public street, public road or public avenue in front of, adjacent to, or adjoining the land.

TO HAVE AND TO HOLD the said premises, together with the appurtenance, unto Grantee, and to its successors and assigns forever.

IN WITNESS WHEROF, the Grantor has caused this Quitclaim Deed to be executed as of the date opposite the signature below.

GRANTOR
Carmel Unified School District

Dated:_____ _____
Name:
Title:

Approved as to Form:

_____
Name:
Title:
Dated: _____

DRAFT

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On _____ before me, _____,
a 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 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

DRAFT

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, 2024, from the Carmel Unified School District to the County of Monterey, a political subdivision of the State of California, is hereby accepted, and consents to recordation thereof by its duly authorized officer.

GRANTEE
County of Monterey

Dated: _____

_____
Randell Ishii, Director of Public Works, Facilities, and Parks

APPROVED AS TO FORM:
Office of the County Counsel
Leslie J, Girard, County Counsel

By: _____

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: _____

DRAFT

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On _____ before me, _____,
a 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 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

DRAFT

EXHIBIT "A"
LEGAL DESCRIPTION

That certain parcel lot, piece or parcel of land situate, lying and being in Carmel Valley, County and State of Monterey, and bounded and particularly described as follows:
Commencing at an oak tree on the N.E. corner of the Berwick farm and running Westerly 30 feet; thence Southerly 60 feet; thence Easterly 30 feet; thence Northerly 60 feet to the place of beginning; Together with all and singular the tenements, detainments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

APN 169-131-005
27885 Robinson Canyon Rd. Carmel

DRAFT

BOARD OF EDUCATION
Sara Hinds
Seaberry Nachbar
Karl Pallastrini
Jason Remynse
Anne-Marie Rosen

INTERIM SUPERINTENDENT
Sharon Ofek

DISTRICT OFFICE:
P.O. Box 222700
Carmel CA 93922

4380 Carmel Valley Road
Carmel, CA 93923

TEL: (831) 624-1546
FAX: (831) 624-1726
www.carmelunified.org

November 2, 2023

Sent via email to
basori@co.monterey.ca.us
salcidog@co.monterey.ca.us

Randell Ishii, MS, PE, TE, PTOE, Director
County of Monterey
Public Works, Facilities & Parks
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

Re: 27885 Robinson Canyon Road, Carmel California 93923

Dear Mr. Ishii:

The Carmel Unified School District Governing Board (Seller) considered the Letter of Intent sent to the district on October 12, 2023 by the County of Monterey (Buyer). The Seller is accepting the non-binding letter of intent and the terms and conditions therein, subject to inclusion of the following language to Condition #7 and #7b:

> Subject to Buyer's right to withdraw or rescind its offer during the 45-day Assessment Period and 45-day Contingency Period, the Property shall be sold by Seller to Buyer as-is subject to all existing reservations, easements, and rights of ways, with the Seller's sole right to not extinguish any exceptions to title currently on record. Seller makes no warranties, representations, or guarantees of any kind with regard to any information it has provided or does provide regarding the site.
>
> The 45-day assessment period will not commence until the Seller has delivered the Due Diligence Documents in its possession to the Buyer. Documents will be delivered within 30 days or less as of the date of this acceptance of offer.

Additionally, the Purchase Agreement is subject to the District's Board's approval in addition to the County's Board, as set forth in Condition #4.

The Seller does not have in its possession much of the documents detailed in #7b but is willing to share all documents in Seller's possession. We will provide these to you no later than December 2, 2023. Because of the lack of documentation from Seller, the Buyer will need to rely on its own due diligence and independent inspection of the property.

In the spirit of assisting the Buyer with Condition #8 (a), the Seller has been contacted by the following organizations/businesses indicating an interest in preserving and/or moving the historic Robinson Canyon Barn structure to their property.

Kim Williams Carmel Valley Historical Society President Email: cvhspresident@gmail.com	Nile Estep Owner, Hacienda Email: nile@haciendacv.com	Janna Jo Williams Organic Heritage Director Earthbound Farms Carmel Valley Emiil: jwilliams@taylorfarms.com

In accordance with Condition #13 and Government Code section 7928,705, this communication is confidential.

Sincerely,

Yvonne Perez

Yvonne Perez
Chief Business Official

cc: Sharon Ofek, Interim Superintendent

DocuSign Envelope ID: 223B267E-68AB-45DC-84E8-EA105818C392

COUNTY OF MONTEREY

PUBLIC WORKS, FACILITIES AND PARKS

Randell Ishii, MS, PE, TE, PTOE, Director
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527

(831) 755-4800
www.co.monterey.ca.us

October 12, 2023

To: Ms. Yvonne Perez
Chief Business Official
Carmel Unified School District
4380 Carmel Valley Road
Carmel, California 93923

RE: 27885 Robinson Canyon Road, Carmel, California 93923

Dear Ms. Perez,

This **non-binding letter of intent** outlines the terms and conditions that the County of Monterey ("Buyer"), will purchase the real property located at 27885 Robinson Canyon Road, Carmel, California 93923 ("Property") from the Carmel Unified School District ("Seller"). The purpose of this letter is to outline the general terms and conditions under which the Seller, would sell that certain real property consisting of the Land and Improvements, as further defined in Section 2 below, to the Buyer.

The proposed terms are as follows.

1. Parties:
The parties to the transaction shall be the County of Monterey, a subdivision of the State of California ("Buyer") and the Carmel Unified School District ("Seller"), collectively referred to as "the Parties".

2. Property:
The Property, commonly referred to as 27885 Robinson Canyon Road, Carmel, California 93923, or Assessor's Parcel Number ("APN") 169-131-005, consists of one parcel of land totaling approximately 2,278 square feet, containing an approximate 1,800 square foot building ("Building") appurtenant to the land located in the unincorporated Carmel Valley area of the County of Monterey, in the State of California.

3. Purchase Price:
The Purchase Price shall be One Hundred Thousand and 00/100 Dollars ($100,000.00). The Purchase Price shall be payable as all cash upon the close of escrow. Seller understands that the Purchase Price is subject to Board of Supervisors of the County of Monterey (Board) approval as outlined in Section 8 (c) below.

4. Purchase Agreement:
Purchase Agreement outlining the terms and conditions of this Letter of Intent shall be in a substantially similar format to this Letter of Intent. Buyer and Seller to execute the Purchase Agreement within ninety (90) business days from the full execution of this Letter of Intent. Seller understands that the Purchase Agreement will be subject to Board approval as outlined in Section 8 (c) below.

5. Escrow:

Escrow shall be opened with Joanna Gilman, at Chicago Title Company, Salinas Office ("Escrow Company").

6. Escrow / Title / Closing Costs:
All applicable escrow, title, and/or closing related costs shall be split between Buyer and Seller as is customary in the County of Monterey: Seller pays escrow charges, CLTA standard basic owner's policy title insurance and County transfer tax.

7. Assessment Period:
The Purchase Agreement shall provide that Buyer, at Buyer's sole cost and expense, shall have forty-five (45) days from the latter of 1) Contract Date or 2) Buyer's receipt of all Due Diligence Documents, as defined below, from Seller, to perform a Buyer's assessment of the Property (the "Assessment Period"). Buyer reserves the right to withdraw or rescind the Purchase Agreement for any reason during the 45-day Assessment Period. The Assessment Period is for Buyer to perform all reasonably prudent inspections and investigations, and to approve or disapprove the condition of the Property, including but not limited to the following items:

(a) Physical Inspection:
Buyer and Buyer's representatives shall be granted access to the Property to perform physical inspections of the Property and all improvements thereon. Buyer and Buyer's authorized representatives shall have the right to enter upon and inspect and make reasonable tests upon the Property at reasonable times and upon notice to Seller, and Buyer shall hold Seller harmless from any damage or injury to persons or property by reason of the entry upon the Property by Buyer and its authorized representatives. Buyer shall order and pay all costs with respect to such inspections. If Seller does not have a land title survey, Buyer shall have the option to obtain a survey which may, at Buyer's election, be made in accordance with ALTA/ASCM standards.

(b) Inspection of Documents, Books and Records:
Buyer's inspection and approval of all documents in Seller's possession or under Seller's control, including but not limited to: all surveys, soils tests, engineering studies, as-built drawings, leases and/or tenant agreements, rent roll, any service or maintenance contracts, and any amendments thereto (the "Due Diligence Documents"). Seller shall deliver all Due Diligences Documents to Buyer no later than two (2) days after Contract Date.

(c) Cost Estimates
Buyer's review and approval of cost estimates related to the Property, including but not limited to: relocation, renovation, demolition, and maintenance of the Building; general maintenance and upkeep costs related to the Property.

(d) Title Approval:
Buyer's review and approval of the Preliminary Title Report from Escrow Company within which to notify Seller, in writing, of Buyer's disapproval of any exception shown in the Title Report or the legal description.

8. Contingency Period:
The Purchase Agreement shall provide that Buyer, at Buyer's sole cost and expense, shall have forty-five (45) days commencing the following day upon waiver or end of the Assessment Period, to perform additional Buyer's due diligence (the "Contingency Period). Buyer reserves the right to withdraw or rescind the Purchase Agreement should any of the conditions below be unmet during the Contingency Period:

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(a) Relocation and Caretaking Partner:
Following the Assessment Period, Buyer shall have forty-five (45) days commencing the following day upon waiver or end of the Assessment Period to locate and execute a letter of intent with a partnering agency, organization, or company (the "Partner") to manage and fund the relocation and caretaking of the Historical Building. The Parties understand and agree that the Buyer reserves the right to cancel this transaction should a Partner not be identified and/or in the event a letter of intent is not executed by a Partner within the forty-five (45) day Contingency Period.

9. Close of Escrow:
Escrow shall close thirty (30) days from the expiration or waiver of the Contingency Period. Buyer and Seller shall agree to an additional fifteen (15) days if needed.

10. Prorations:
Rent, operating expenses, real property taxes and interest on assessments shall be prorated as of Close of Escrow, along with other customary prorations (to be agreed upon during Purchase Agreement negotiations).

11. Right of Entry:
Covered under Section 8 (a) Physical Inspection.

12. Agency:
Seller and Buyer are representing themselves individually throughout the transaction. Seller and Buyer have had the opportunity to consult with their respective legal/agency or outside counsel regarding this transaction and throughout the during of these real property negotiations.

13. Confidentiality:
Seller and Buyer agree to keep all oral and written communications regarding Buyer's prospective interest in the Property strictly confidential. Seller shall only contact those individuals necessary to respond to this Letter of Intent and shall in no way announce any interest by Buyer to any other individuals without first obtaining prior written approval from Buyer. Buyer agrees to abide by the same terms of the Seller.

14. Expiration:
This proposal shall expire on Friday, November 3, at 5PM.

It is expressly understood by both parties that this letter of intent shall not constitute a formal and binding agreement between the parties. This letter reflects our present understanding of discussions the parties have had regarding terms and conditions of the proposed transaction, and the parties expect that any negotiations will be generally consistent with this letter of intent. This letter of intent shall not, however, create any legal rights or obligations between the parties, and either party may terminate discussions at any time. It is intended that all legal rights and obligations of the parties shall then only be those which are set forth in the Purchase Agreement, if such a Purchase Agreement is entered into.

Signature Page(s) Follow

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BUYER:
County of Monterey, a political subdivision of the State of California

By: DocuSigned by: Randell Ishii C0279208FE84E3...
Randell Ishii, MS, PE, TE, PTOE
Title: Director of Public Works, Facilities, Parks
Date: 10/12/2023 | 2:53 PM PDT

APPROVED AS TO FORM:

Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B2657J7442...
Mary Grace Perry

Title: Deputy County Counsel

Date: 10/12/2023 | 2:51 PM PDT

SELLER:
Carmel Unified School District

By: Sharon Ozeki

Title: Interim Superintendent
Date: 11/2/2023

By: Yvonne Perez

Title: Chief Business Official
Date: 11/2/2023

Agreement signed per the terms detailed in the attached letter dated November 2, 2023. YP

Elizabeth Barratt CVHS Newsletter
Fall 2019

The Carmelo Athletic and Social Club

by

Elizabeth Barratt, CVHS Historian

Sitting at the entrance to Robinson Canyon Road, the white mini-barnlike structure has seen a series of occupants since it was completed in 1895. Situated opposite the Farm Center, the building was intended as a convenient gathering spot for residents of both the lower and upper portions of Carmel Valley.

For decades, the Carmelo Athletic and Social Club served as a place for town hall style meetings, holiday celebrations, birthday parties, dances and grange meetings. The original membership listed names from the Valley's early pioneer families: Martin, Snively, Meadows, McDonald, Wolter, Feliz, Stewart, Hitchcock and Berwick, among others

Club minutes dating from November 19, 1894 (according to a July 5, 1956 article in the Monterey Peninsula Herald) report that the families were seeking funding to complete a hall for dances and gym activities such as boxing matches. The property itself, originally owned by the Berwick family, was later sold to the club membership for a dollar.

Before the club was built, according to Carmel Valley old-timer Joe Hitchcock, dances were held in someone's home or at the Carmelo School. After the proposed social center was organized, local Carmel architect Delos Goldsmith was hired to design the structure. The Stewarts, Martins and Berwicks oversaw the construction, with a number of other Valleyites pitching in to complete the project. The convenient location was meant to draw residents all the way from Corral de Tierra, Jamesburg and Cachagua, as well as ranchers who lived closer to the mouth of the Valley.

Dances with live music were especially popular at the club, with musicians paid ten dollars for the evening's performance. At first there was no door fee, but someone would pass around a hat to take up a collection, usually a dollar per couple, to pay the performers. "At midnight an old-fashioned Quadrille was called, and supper was served, " Joe Hitchcock wrote. "The refreshments, usually sandwiches and cake, were always provided by the ladies. When everyone was exhausted, we drove our buggies home and sometimes fell asleep on the way. But our trusty horses always brought us back safely. Usually the young ladies fell asleep, and we had a difficult time trying to drive [the horse] with one hand and hold up the young lady with the other."

Events at the club were so popular that gate-crashing attempts soon resulted in a "members and their invited guests only" policy. At a July 21, 1895 meeting, it was decided that "no person not invited by a member of the club shall be made welcome in the hall." The order was signed by Mrs. R. H. Martin.

Occasional plays were also held at the club. The Monterey Weekly Cypress reported on August 31, 1895, "About 150 people were present on Friday evening of last week to welcome the farce, 'The School Ma'am,' played under the auspices of the Carmelo Athletic and Social Club at its hall in Carmel Valley. There were eleven characters, all of whom did admirably well. Between acts instrumental and vocal solos were rendered. A social hop and refreshments followed the play."

Despite its title as both an athletic and social club, athletic activities were only observed during the early years, when the club sponsored a baseball team called the Wood Ticks, who played a Carmel team called the Sand Fleas. By about 1910 the athletic portion of the club activities was dropped in favor of dances.

Holiday social activities included a Washington's Birthday Ball, as noted in the Monterey New Era newspaper on February 25, 1903, which stated that "all had the customary good time." For years, members held large Fourth of July celebrations at the club, with activities spilling outdoors at the back of the property facing the river.

There were periods when the club was inactive, and other times when interest was revived, with the space used for Carmelo School graduations and other community functions.

Monthly dances continued at the club through the 1950s. Live music, when available, was provided by a 3-piece band. When the band wasn't available, dancing was done to records. The old-fashioned country dances started at 9:00 PM and lasted until 2 AM. Raffle prizes at the event might include a ham, plus other door prizes. According to an August 2, 1957 interview in the Carmel Valley News, only coffee was served at the functions, at least indoors. Stories abound of patrons stepping outside for "a breath of fresh air."

Membership attendance began to dwindle from about the late 1950s. In time the former club space evolved into a series of businesses, including a saddlery shop, a plumbing business, a woodcarving shop and a sculpture studio.

But in its heyday, the membership enjoyed a singular claim to fame, when locals believed that the Carmelo Athletic and Social Club was one of the oldest clubs Monterey County.

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

Resolution No.:)
a. Finding that the subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines California Code of Regulations (CCR) section 15061; and)
b. Approving the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (Agreement) between the County and the Carmel Unified School District to acquire one (1) parcel totaling approximately 1,800 square feet, including one (1) structure totaling approximately 1,187 square feet located at 27885 Robinson Canyon Road, Carmel Valley, California, also identified as Assessor's Parcel Number 169-131-005, for the amount of $100,000 for use by the Public Works, Facilities, and Parks Department, pursuant to Government Code Section 25350.60; and)
c. Authorizing the Public Works, Facilities, and Parks Director to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions and any related documents needed to complete the transaction, including, but not limited to, a Grant Deed and any future amendments to the Agreement subject to review and approval by the Office of the County Counsel; and)
d. Authorizing the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget, Fund 001, Facility Services Appropriation Unit PFP054, to increase appropriations by $115,000, for acquisition and due diligence costs, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required).)

WHEREAS, in March 2023, Public Works, Facilities, and Parks (PWFP)-Real Property staff received a surplus property availability notice from the Carmel Unified School District (CUSD) declaring 27885 Robinson Canyon Road, Carmel Valley, California, also identified as Assessor's Parcel Number 169-131-005 (the "Property") as surplus property to be sold, pursuant to the California Surplus Lands Act, the County received the notice of availability letter from CUSD prior to the Property being made available for purchase by the public; and,

WHEREAS, the Property consists of one (1) parcel of land totaling approximately 1,800 square feet, including a 1,187 square foot building appurtenant to the land commonly referred to as the Carmelo Athletic and Social Club Building (the "Building"), located in the unincorporated Carmel Valley area of the County of Monterey; and,

WHEREAS, in April 2023, PWFP-Real Property staff submitted a letter of interest on behalf of the County following analysis of the Property and discovery of potential future use for County road expansion purposes and local significance of the Building; and,

WHEREAS, on October 10, 2023, in closed session as authorized pursuant to California Government Code sections 7922.000 and 54956.9, the Board approved PWFP-Real Property staff's recommendation to offer an "up to" purchase price of $100,000 for the Property; and,

WHEREAS, on October 12, 2023, PWFP-Real Property staff submitted the County's letter of intent to purchase the Property for $100,000, which CUSD fully executed on November 2, 2023; and,

WHEREAS, the purchase of the Property is contingent upon completion and approval of the County's due diligence reports and inspections including a property condition report, phase 1 report, preliminary title report, execution of a memorandum of understanding with a partnering agency or organization regarding relocation, renovation, and caretaking efforts of the Building, and review of seller disclosures, all of which will be completed during the County's ninety (90) day due diligence period during escrow; and,

WHEREAS, PWFP requests the Board of Supervisors authorize and direct the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget, Fund 001, Facility Services Appropriation Unit PFP054, to increase appropriations by $115,000, for acquisition and due diligence costs, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required).;

NOW, THEREFORE

The Board of Supervisors for the County of Monterey hereby resolves as follows:

a. The above recitals are true and correct.

b. The subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines California Code of Regulations (CCR) section 15061.

c. The Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions is approved between the County and the Carmel Unified School District to acquire one (1) parcel totaling approximately 1,800 square feet including one (1) structure totaling approximately 1,187 square feet located at 27885 Robinson Canyon Road, Carmel Valley, California, also identified as Assessor's Parcel Number 169-131-005, for the amount of $100,000 for use by the Public Works, Facilities, and Parks Department, pursuant to Government Code Section 25350.60.

d. The Public Works, Facilities, and Parks Director is authorized to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, and any related documents needed to complete the transaction, including, but not limited to, a Grant Deed and any future amendments to the Agreement subject to review and approval by the Office of the County Counsel.

e. The Auditor-Controller is authorized to amend the Fiscal Year 2023-24 Adopted Budget, Fund 001, Facility Services Appropriation Unit PFP054, to increase appropriations by $115,000, for acquisition and due diligence costs, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required).

PASSED AND ADOPTED upon this 30th day of January 2024, 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

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County of Monterey

Board Report

Legistar File Number: RES 24-019

Item No.

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

January 30, 2024

Introduced: 1/22/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Find that the subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines California Code of Regulations (CCR) section 15061; and
b. Approve the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (Agreement) between the County and the Carmel Unified School District to acquire one (1) parcel totaling approximately 1,800 square feet including one (1) structure totaling approximately 1,187 square feet located at 27885 Robinson Canyon Road, Carmel Valley, California, also identified as Assessor's Parcel Number 169-131-005, for the amount of $100,000 for use by the Public Works, Facilities, and Parks Department, pursuant to Government Code Section 25350.60; and
c. Authorize the Public Works, Facilities, and Parks Director to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions and any related documents needed to complete the transaction, including, but not limited to, a Grant Deed and any future amendments to the Agreement subject to review and approval by the Office of the County Counsel; and
d. Authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget, Fund 001, Facility Services Appropriation Unit PFP054, to increase appropriations by $115,000, for acquisition and due diligence costs, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Find that the subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines California Code of Regulations (CCR) section 15061; and
b. Approve the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (Agreement) between the County and the Carmel Unified School District to acquire one (1) parcel totaling approximately 1,800 square feet including one (1) structure totaling approximately 1,187 square feet located at 27885 Robinson Canyon Road, Carmel Valley, California, also identified as Assessor's Parcel Number 169-131-005, for the amount of $100,000 for use by the Public Works, Facilities, and Parks Department, pursuant to Government Code Section 25350.60; and
c. Authorize the Public Works, Facilities, and Parks Director to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions and any related documents needed to complete the transaction, including, but not limited to, a Grant Deed and any future amendments to the Agreement subject to review and approval by the Office of the County Counsel; and
d. Authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget, Fund 001, Facility Services Appropriation Unit PFP054, to increase appropriations by $115,000, for acquisition

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and due diligence costs, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required).

SUMMARY:
Pursuant to the Board of Supervisors' (Board) authorization on October 10, 2023, the Director of Public Works, Facilities, and Parks (PWFP) executed a letter of intent to purchase certain real property and improvements commonly referred to as Accessor's Parcel Number (APN) 169-131-005, totaling approximately 1,800 square feet of land, located at 27885 Robinson Canyon Road in Carmel Valley, County of Monterey, State of California (the "Property"), presently owned by the Carmel Unified School District (CUSD). The Property contains an approximate 1,187 square foot structure, commonly referred to as the Carmelo Athletic and Social Club Building (the "Building") appurtenant to the land. This Board item presents a unique opportunity for the County to open escrow towards completing the purchase of the Property for potential future road expansion and to keep the locally significant Building within its local community.

DISCUSSION:
In March 2023, PWFP-Facilities-Real Property Unit staff received a surplus property availability notice from CUSD declaring the Property as surplus property to be sold. Pursuant to the California Surplus Lands Act, the County received the notice of availability letter from CUSD prior to the Property being made available for purchase by the public.

The Property consists of one (1) parcel of land totaling approximately 1,800 square feet, including the 1,187 square foot Building appurtenant to the land, located in the unincorporated Carmel Valley area of the County of Monterey. The Building was built in 1895 and was used primarily as the Carmelo Athletic and Social Club up until the 1960s and was donated to CUSD in 2002. The Property does not have onsite parking, lacks the benefit of a cross walk, and contains overgrown vegetation. The Building is in poor condition and is currently used by CUSD for storage. The Building holds local significance; however, it is not listed on any national or state historical building registry.

In April 2023, PWFP staff submitted a letter of interest on behalf of the County following analysis of the Property and discovery of potential future use for County Road expansion purposes and local significance of the Building. PWFP staff subsequently reached out to the Carmel Valley Historical Society (CVHS) regarding the local significance of the Building. CVHS has verbally committed to partnering with the County to caretake the Building both at its current location and at a future (to be determined) relocation site with the intent to keep the Building within its local community. The 2019 CVHS Newsletter article regarding the Carmelo
Athletic and Social Club is included as Attachment C.

The purchase of the Property is contingent upon completion and approval of the County's due diligence reports and inspections including a property condition report, phase 1 report, preliminary title report, execution of a memorandum of understanding with a partnering agency or organization regarding relocation, renovation, and caretaking efforts of the Building, and review of seller disclosures, all of which will be completed during the County's ninety (90) day due diligence period during escrow. County's due diligence costs are estimated at $15,000. The close of escrow is tentatively scheduled to occur thirty (30) days following the removal of all the County's due diligence

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contingencies.

On October 10, 2023, as authorized pursuant to California Government Code sections 7922.000 and 54956.9, the Board approved PWFP staff's recommendation to offer an "up to" purchase price of $100,000 for the Property. PWFP staff consulted with PWFP management regarding potential PWFP department funding sources; however, because the area in which the Property is situated is not included on a current CIP plan for road improvements or expansion, the Road Fund and other PWFP funds cannot be used to support acquisition costs for the Property. There are available funds in General Fund Contingencies and Cannabis Assignment to fund the acquisition costs of approximately $115,000.

On October 12, 2023, PWFP-Real Property Unit staff submitted the County's letter of intent to purchase the Property for $100,000, which CUSD fully executed on November 2, 2023. The County has ninety (90) days from execution of the letter of intent to go back to the Board for approval of a purchase agreement and funding source. Approval of staff's recommendation would approve a funding source and approve and authorize the Director of PWFP to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions between the County and CUSD and any other related documents needed to complete the transaction.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the County Administration Office (CAO) - Budget and Analysis Division have been working with PWFP staff on this matter involving CUSD. To meet CUSD timeframe requirements, PWFP Staff bypassed the Budget Committee (BC), with the BC Committee's authorization. As indicated above, as authorized pursuant to California Government Code sections 7922.000 and 54956.9, on October 10, 2023, the Board approved PWFP staff's recommendation to offer an "up to" purchase price of $100,000 for the Property and return to the Board in open session; therefore, in consultation with the Office of the County Counsel and the CAO - Budget and Analysis Division, this item is being returned to the Board for approval of the proposed Agreement and funding source.

In March 2023, PWFP-Facilities-Real Property Unit staff received a surplus property availability notice from CUSD declaring the Property as surplus property which was available to be sold to the County. On September 13, 2023, CUSD submitted a 30-Day notice to PWFP staff to submit a Letter of Intent to purchase, with terms and conditions included, by October 13, 2023, in order to continue negotiations regarding the purchase of the Property. On October 12, 2023, PWFP-Real Property Unit staff submitted the County's letter of intent to purchase the Property, which CUSD fully executed on November 2, 2023.

FINANCING:
Funding for the proposed purchase, due diligence, and escrow costs are recommended to be funded from General Fund Contingencies, as recommended by the CAO Budget and Analysis Division and PWFP Staff. The proposed purchase price is $100,000. Additional due diligence costs consisting of property condition reports, and surveys are estimated at $15,000.

General Fund Contingencies has a balance of $1,050,758, as of the date this report was written.

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action supports the Board of Supervisors strategic initiative to promote sustainable, physical infrastructure that improves the quality of life for County residents and visitors and supports public safety by ensuring proper road infrastructure is sufficient for the Communities safety needs.

X Economic Development
__Administration
__Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Ivo N. Basor, Management Analyst III (831) 796-6427
Reviewed by: George K. Salcido, Real Property Specialist
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

DS

The following attachments are on file with the Clerk of the Board:
Attachment A - Location Map
Attachment B - Draft Purchase Agreement & Joint Escrow Instructions
Attachment C - Executed Letter of Intent
Attachment D - 2019 CVHS Newsletter Article
Attachment E - Proposed Resolution

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County of Monterey

Board Report

Legistar File Number: 24-059

Item No.

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

January 30, 2024

Introduced: 1/23/2024
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Consider approval of supplemental responses to the 2019-2022 Monterey County Civil Grand Jury Report titled "*Monument to a Failed Process: South County Permit PLN 180317"*; and authorize the County Administrative Officer to submit the approved response to the Presiding Judge of the Superior Court, County of Monterey, by January 31, 2024.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve supplemental responses to the 2019-2022 Monterey County Civil Grand Jury Report titled "*Monument to a Failed Process: South County Permit PLN 180317"*; and
b. Authorize the County Administrative Officer to submit the approved response to the Presiding Judge of the Superior Court, County of Monterey, by January 31, 2024.

SUMMARY/DISCUSSION:
The 2019-2022 Monterey County Civil Grand Jury Report titled "*Monument to a Failed Process: South County Permit PLN 180317"* was issued in June 2020. On August 28, 2019, the Board of Supervisors authorized submittal of approved responses to the Presiding Judge of the Superior Court by September 21, 2019.

On December 7, 2023, the County received notification (Attachment A) from the Grand Jury highlighting missing required responses to the subject report. Recommended responses to findings and recommendations outlined in the report are enclosed as Attachment B for the Board's consideration. The Board's approved response should be deemed by the Monterey County Civil Grand Jury and the Judge of the Superior Court, County of Monterey, as the response of the Board of Supervisors to those issues raised by the Civil Grand Jury regarding County operations, except as applicable to elected County officials.

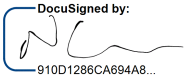
The recommended response is intended to reflect staffs' understanding of Board policy. Should modifications to the recommended responses be warranted, the Board is requested to direct staff to return with those changes at the February 6, 2024, Board of Supervisors meeting.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated responses with the department of Housing and Community Development (formerly under the preceding Resource Management Agency), and Office of the County Counsel. Members of the 2023 - 2024 Monterey County Civil Grand Jury were invited to attend the Board of Supervisors hearing on this matter.

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FINANCING:
There are no fiscal impacts to the General Fund with associated with this report.

Prepared by: Karina Bokanovich, Management Analyst III, x5113
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer



Attachments:
Attachment A - Letter from CGJ, dated December 7, 2023
Attachment B - Supplemental response to 2019-2022 Monterey County CGJ Report

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County of Monterey

Board Report

Legistar File Number: RES 24-015

Item No.

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

January 30, 2024

Introduced: 1/17/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2023 March Winter Storms and Atmospheric River Event that started on March 9, 2023.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2023 March Winter Storms and Atmospheric River Event that started on March 9, 2023.

SUMMARY/DISCUSSION:
An atmospheric river event carried rain across Monterey County beginning on March 9, 2023, which caused widespread localized flooding and power outages across the County, and major flooding along the Salinas and Pajaro rivers, which flooded residential communities, agricultural fields, and critical infrastructure. These storm events occurred just shortly after the January events which further depleted the County's already strained resources from the major flood fighting and emergency response operations; the County is still in the middle of recovery.

A Local Emergency was Proclaimed by the County Administrative Officer on March 9, 2023, and ratified by the Board of Supervisors on March 14, 2023. The Board further ratified the proclamation on May 9, 2023, June 27, 2023, August 22, 2023, October 17, 2023, and December 5, 2023.

Pursuant to California Government Code section 8630, subdivision (a), and Monterey County Code section 2.68.025 the County Administrative Officer may proclaim the existence of a local emergency when the county is affected by or 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.

The heavy rain and impacts to watersheds and overwhelming waterways, resulted in a breach of the Pajaro Levee on March 10, 2023. This breach led to life-threatening flooding across the community of Pajaro and caused more than 3,000 residents-many of them low-income families-to evacuate their homes.

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During the March event, the massive amount of precipitation overwhelmed the watershed and waterways brought by the atmospheric river caused a breach of the Pajaro River Levee which has caused flooding of the entire town of Pajaro along with wide swaths of agricultural land. Approximately 3,000 residents were displaced and approximately 300 people were rescued from the flood waters.

Approximately 250 residential structures were damaged or destroyed by the flood, in addition to major damage to the local middle school and 80 commercial structures. While the damage assessments concluded around 250 homes with major damage or destroyed, it is important to note that the impacts to the community far exceed the reported numbers. Nearly every home in Pajaro has been impacted.

Many residences are likely to remain uninhabitable for a significant amount of time while debris removal and repairs are conducted. As such, census counts at the emergency shelter which remains open, have remained consistently high, as it was hazardous for community members to remain in their homes or renters are unable to return home.

The series of atmospheric river events of March 2023 resulted in a Federal Disaster Declaration, as well as state, county, and local emergency proclamations.

Since March 9, 2023, the conditions warranting and necessitating the initial proclamation of the existence of a local emergency have not been resolved and immediate action continues to be necessary to mitigate the effects of the local emergency. Therefore, an extension of the Proclamation of the Local Emergency is being requested and would last another sixty (60) days from the date of its ratification.

OTHER AGENCY INVOLVEMENT:
Numerous County departments and other agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff's Office, Information Technology Department, Department of Social Services, Health Department, County Administrative Office, Public Works, Facilities, and Parks Department, County Counsel's Office, the US Army Corps of Engineers, NOAA-National Marine Fisheries Service, US Fish and Wildlife Services, CA Dept of Fish and Wildlife, CA Coastal Commission, and the Water Resources Agency.

FINANCING:
The Finance Section of the Emergency Operations Center (EOC) has been activated and continues to compile costs associated with response and recovery related to this emergency. The costs and the impacts to the County have been presented and will continue to be evaluated and presented under separate financial reports and request for funding augmentations to the Board by the EOC Finance Section.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
__ Economic Development
__ Administration

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__ Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Kelsey Scanlon, Director of Emergency Management, x 1902

Approved by: Nick Chiulos, Chief Assistant County Administrative Officer, x 5145

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Attachments:
Attachment A: Draft Resolution

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County of Monterey

Board Report

Legistar File Number: RES 24-014

Item No.

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

January 30, 2024

Introduced: 1/17/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2022-2023 Winter Storm and Atmospheric River Event that started on December 26, 2022.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Adopt a resolution continuing for an additional sixty (60) days, the Proclamation of a Local Emergency for the 2022-2023 Winter Storm and Atmospheric River Event that started on December 26, 2022.

SUMMARY/DISCUSSION:

On December 26, 2022, a Winter Storm and Atmospheric River Event began resulting in approximately 25 days of intense precipitation that caused damage to public infrastructure and private property throughout Monterey County including the Carmel River, Carmel River Lagoon, Salinas River and Salinas River Lagoon, and the Pajaro River, thereby causing conditions of extreme peril to the safety of persons and property nearby.

A Local Emergency was Proclaimed by the Interim County Administrative Officer on January 4, 2023, and was ratified by the Board of Supervisors on January 10, 2023. The Board further ratified the proclamation on March 7, 2023, May 9, 2023, June 27, 2023, August 22, 2023, October 17, 2023, and December 5, 2023.

Pursuant to California Government Code section 8630, subdivision (a), and Monterey County Code section 2.68.025 the County Administrative Officer may proclaim the existence of a local emergency when the county is affected by or 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.

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On December 26th, 2022, heavy rainfall from what was identified as an atmospheric river began to impact Monterey County. The atmospheric river affected the Carmel River watershed which caused conditions in the Carmel Lagoon to approach a flood stage, causing damage to public roadways and other infrastructure, and areas of isolation of private property, resulting in extreme peril to persons and property. The atmospheric river affected the area of the Salinas River Lagoon Mouth, which required Sandbar management activities. This action was necessary effective January 2, 2023, due to flows into the Salinas River lagoon causing conditions that could lead to possible loss of life and property in the area. Finally, the community of Bolsa Knolls experienced significant flooding from Santa Rita Creek. The atmospheric river created such hazardous conditions throughout the entire County that the Department of Emergency Management activated the Emergency Operations Center for the County to its highest level with staff from County departments, other cities, state agencies and disaster assistance organizations participating on a 24 hour in-person basis. Conditions continue to evolve and present a risk to County residents, property and public infrastructure, necessitating the continuance of the state of emergency.

OTHER AGENCY INVOLVEMENT:
Numerous County departments and other agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff' Department, Information Technology Department, Department of Social Services, Health Department, County Administrative Office, Public Works, Facilities, and Parks Department, County Counsel, the US Army Corps of Engineers, NOAA-National Marine Fisheries Service, US Fish and Wildlife Services, CA Dept of Fish and Wildlife, CA Coastal Commission, and the Water Resources Agency.

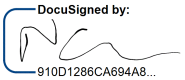
FINANCING:
The Finance Section of the Emergency Operations Center (EOC) has been activated and continues to compile costs associated with response and recovery related to this emergency. The costs and the impacts to the County have been presented and will continue to be evaluated and presented under separate financial reports and request for funding augmentations to the Board by the EOC Finance Section.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
__ Economic Development
__ Administration
__ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

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Prepared by: Kelsey Scanlon, Director of Emergency Management, x 1902

Approved by: Nick Chiulos, Chief Assistant County Administrative Officer, x 5145



Attachments:

Attachment A: Draft Resolution

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Introduced: 1/17/2024 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Authorize the Chief Information Officer to execute a non-Standard Agreement retroactively with ChargePoint, Inc. for ChargePoint Cloud Plan and Assure Maintenance & Management renewals for the term of January 8, 2024, through April 13, 2029, in an amount not to exceed $26,849; and
b. Authorize the Chief Information Officer or his designee to execute related order forms and such documents as necessary with ChargePoint, Inc. for purposes of this Agreement; and
c. Authorize the Chief Information Officer or his designee the option to execute up to three (3) one (1) year future amendments to this Agreement, each extending the term by one year, where the additional cost of each Amendment does not exceed 10% ($2,685) of the original contract amount of $26,849, bringing the maximum additional compensation to $29,534 for each additional one-year term and potential overall Agreement aggregate not to exceed amount to $115,451.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute a non-Standard Agreement retroactively with ChargePoint, Inc. for ChargePoint Cloud Plan and Assure Maintenance & Management renewals for the term of January 8, 2024, through April 13, 2029, in an amount not to exceed $26,849; and
b. Authorize the Chief Information Officer or his designee to execute related order forms and such documents as necessary with ChargePoint, Inc. for purposes of this Agreement; and
c. Authorize the Chief Information Officer or his designee the option to execute up to three (3) one (1) year future amendments to this Agreement, each extending the term by one year, where the additional cost of each Amendment does not exceed 10% ($2,685) of the original contract amount of $26,849, bringing the maximum additional compensation to $29,534 for each additional one-year term and potential overall Agreement aggregate not to exceed amount to $115,451.

SUMMARY:

The Information Technology Department (ITD) has four electric vehicle (EV) charging stations. The charging stations were purchased and installed by Motive Energy Solutions, Inc. in 2022. The new agreement will be directly with ChargePoint Inc. for the Cloud Plan and Assure Maintenance & Management for the CT4000-Assure Family renewals.

DISCUSSION:

The charging stations that are currently in use have dual port capabilities. To keep them running proficiently, ITD participates in the ChargePoint Cloud Plan, which includes secure network connection, ongoing station software updates, power management (circuit, panel, site sharing), and scheduled charging. The ChargePoint Assure Maintenance & Management Plan includes pre-paid coterminous renewal for the CT4000 stations. This includes parts and labor warranty, remote technical

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support, on-site repairs when needed, unlimited configuration changes, and reporting. Both plans will be in place to ensure that all four charging stations are running efficiently and are available.

The Chief Information Officer recommends the approval of this non-standard Agreement with ChargePoint Inc. for Cloud and Assure Plans for existing charging stations at the Information Technology Department 1590 Moffett Street location.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the non-standard Agreement with ChargePoint, Inc. The Auditor-Controller reviewed the contract but disagreed with the non-standard payment provisions.

FINANCING:
Required funds will be included in each Recommended Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Board's approval of the recommended agreement will assist in providing maintenance and service to county-owned electrical charging stations.

__Economic Development
__Administration
__Health & Human Services
X Infrastructure
__Public Safety

Prepared by: Teresa Meister, Management Analyst II, 759-6938

Approved by:

DocuSigned by:
Eric Chatham
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Date: 1/18/2024 | 2:13 PM PST
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
ChargePoint Master Subscription and Services

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Introduced: 1/17/2024 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Agreement

a. Authorize the Contracts Purchasing Officer or their designee to execute a five-year no-cost Agreement between the Monterey County Probation Department and Smart Communications Holding, Incorporated based on the County's Request for Proposal (RFP) #10881 Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department, effective upon execution for five (5) years from go live date, with consideration for Probation's services coming from the Agreement with Sheriff's Department; and
b. Authorize the Contracts Purchasing Officer or their designee to sign two (2) one (1) year extensions and/or amendments where the scope of work does not significantly change; and
c. Authorize the Contracts`/Purchasing Officer or their designee to amend the agreement as necessary in order to meet Federal Communication Commission (FCC) and California Public Utilities Commission (CPUC) guidelines.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Contracts Purchasing Officer or their designee to execute a five-year no-cost Agreement between the Monterey County Probation Department and Smart Communications Holding, Incorporated based on the County's Request for Proposal (RFP) #10881 Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department, effective upon execution for five (5) years from go live date, with consideration for Probation's services coming from the Agreement with Sheriff's Department; and
b. Authorize the Contracts Purchasing Officer or their designee to sign two (2) one (1) year extensions and/or amendments where the scope of work does not significantly change; and
c. Authorize the Contracts`/Purchasing Officer or their designee to amend the agreement as necessary in order to meet Federal Communication Commission (FCC) and California Public Utilities Commission (CPUC) guidelines.

SUMMARY/DISCUSSION:
The Monterey County Probation Department (Probation) and Monterey County Sheriff's Office (MCSO) presently have a common vendor for incarcerated persons/ward telephone and tablet systems. A collaborative RFP was completed to explore new options for incarcerated person/ward communications with their families and community, and for a comprehensive technology package.

The County of Monterey operates two juvenile correctional facilities, the Juvenile Hall and the Youth Center, both located in Salinas. The Monterey County Probation Department realizes and supports the value and importance of maintaining family and community connections through

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communications.

RFP#10881 for Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles for Probation and MCSO, required vendors to supply a no-cost, turnkey solution for the departments. The RFP stated that the vendor will provide all equipment and any work needed to install this equipment, and that all maintenance, training, support, and equipment replacement will be at the vendor's expense, including implementation, integration and testing of all required equipment and software relative to the new Telephone System for Incarcerated Individuals and Youth and related services, without impacting the normal daily operation of the existing Telephone System. Smart Communications Holding, Inc. was selected as the highest ranked vendor of the proposals received based on the evaluation standards contained within the RFP.

The initial term of the Agreement will be from date of execution to five years from go-live date (to allow time for implementation), with the option to extend for two additional one (1) year periods.

OTHER AGENCY INVOLVEMENT:
The Agreement has been approved by the Office of the County Counsel as to form and by the Auditor-Controller's Office as to fiscal terms. Contracts Purchasing prepared the Request for Proposals, and assisted with vendor meetings and walkthroughs.

FINANCING:
There is no cost to the County General Fund associated with this recommendation. Consideration for the services provided to the Probation Department comes from the Agreement with the Sheriff's Office with the same vendor. Should the Agreement with the Sheriff's Office terminate, the Agreement with the Probation Department would also terminate, and a new Agreement would be required for the Probation Department to continue the services.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommendation to approve the Agreement with Smart Communications Holding, Inc. supports the Board of Supervisors Strategic Initiatives of Administration, Health & Human Services and Public Safety:

☒Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☒Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Wendi Reed, Management Analyst III, Ext. 3985
Approved by: Todd Keating, Chief Probation Officer, Ext. 3913

DocuSigned by:
Todd Keating
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Attachments:
Agreement between Monterey County Probation Department and Smart Communications Holding, Inc.
Exhibit A - Scope of Work
Exhibit B - Service Level Agreement
Exhibit C - RFP #10881, Addendums 1 and 2
Exhibit D - Smart Communications (redacted) response dated July 31, 2023.

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Monterey County Sheriff's Office and Probation Department

RFP #10881
Telephone Services, Tablet Program, Video Visitation System
Proposal

REDACTED COPY

Smart Communications

Different Culture.
Different Approach.
Different Outcome.

Communication, Automation, Intelligence

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Section 1

COVER LETTER (INCLUDING CONTACT INFO)

July 31, 2023

Mr. Jaime Ayala, MA III
Contracts and Purchasing Department
1488 Schilling Place
Salinas, CA 93901

Dear Mr. Ayala:

Smart Communications is pleased to submit our proposal in response to RFP #10881, Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and Probation Department.

As corrections' most innovative privately held corporation for more than a decade, we have been driven by our passion for innovation, resulting in the development and successful patenting of multiple technologies and services that have transformed correctional facilities all over the country. In fact, many of the technologies and services that are now commonplace in corrections, such as incarcerated persons (IPs) messaging/e-mail, digital requests and grievances, and electronic postal delivery, were first designed and implemented by Smart Communications.

Our proposal is to provide the County with a comprehensive IPs and youth communications system package composed of our SmartEvo™ Inmate Telephone System (ITS), SmartVisit™ Video Visitation System (VVS), SmartInmate™ Electronic Messaging System, SmartEntertainment™ Streaming Media Platform, as well as multiple other value-added technologies, services and benefits at ***no cost***.

Our proposed communications package is unique in that all systems are fully integrated within our secure, web-based SmartEcosystem™ Dashboard, providing a single location for authorized staff to access all system administration, monitoring, reporting, data sharing and investigation tools. This will reduce the burden on staff, as they will not have to learn how to effectively administer multiple new systems simultaneously.

Facilities partner with us to ensure seamless, scalable growth through a single, intuitive and affordable platform. While all-inclusive technologies are important, we understand that the team who delivers that technology is equally important to your staff and command. Rest assured that you will be supported 24/7 by the best client services team in the business. As the long-term partner of choice, we innovate for and build to the evolving needs of corrections, while serving our clients and those assigned to their care.

The greatest evidence of a company's ability to provide successful integration, timely service delivery and a true partnership is best demonstrated by current utilization, client references and testimonials. Smart Communications' client footprint has grown organically since our formation in 2009, from one account to more than 150 facilities throughout 29 states. Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***," which provides point of contact information for all our client partners. We invite you to reach out to any of our clients as this will provide direct feedback on how their partnership with Smart Communications has benefited their staff, IPs and the communities they serve.

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Monterey County Sheriff's Office and Probation Department

Response to RFP #10881
Telephone Services, Tablet Program, Video Visitation System

We are honored and excited about the opportunity to collaborate with the County and contribute to your long-term goals for the facilities, safety of the staff, and well-being of the incarcerated persons and youth. Our team is committed to delivering a solution that is tailored to your specific needs and requirements, and we welcome any customization requests or further discussions to ensure the success of this project.

Thank you for considering our proposal. If you have any questions or require further information, please do not hesitate to contact me at 888-253-5178 or jon.logan@smartcommunications.us.

Respectfully,



Jon Logan
CEO, Smart Communications

10491 72nd St., Seminole, FL 33777
Phone: 888-253-5178 | Fax: 941-761-5448

Cc: Jerome Anderson (Account Manager)

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SIGNATURE PAGE

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10881
ISSUE DATE: June 1st, 2023

RFP TITLE: Telephone, Tablet & Visitation Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON July 17, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US (831) 783 - 7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 7 copies, + 1 USB):

☑ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL
I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: Smart Communications Holding, Inc. Date 07/21/23

Signature: _____ Printed Name: Jon Logan, CEO

Street Address: 10491 72nd St.

City: Seminole State: FL Zip: 33777

Phone: (888) 253-5178 Fax: (941) 761-5448 Email: jon.logan@smartcommunications.us

License No. (If applicable): N/A

License Classification (If applicable): N/A

Prepared by Barbara Blythe, Buyer II for
Jaime Ayala, Management Analyst II

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RECEIPT OF SIGNED ADDENDA (IF ANY)

Addendum #1 – Issued 06/30/23|

COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: June 30, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #1

TO: All Interested Proposers

SUBJECT: Changes to Section 3.0 Calendar of Events

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047

AyalaJ@co.monterey.ca.us

Jon Logan, CEO
Company Representative

7/5/23
Date

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COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: July 14, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #2

TO: All Interested Proposers

SUBJECT: Questions submitted prior to the deadline & Responses to these.

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #2.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047
AyalaJ@co.monterey.ca.us

Jon Logan, CEO
Company Representative

07/17/23
Date

DECLARATIONS (IF ANY)

RESPONSE: Not applicable.

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Section 2 – EXPERIENCE & REFERENCES

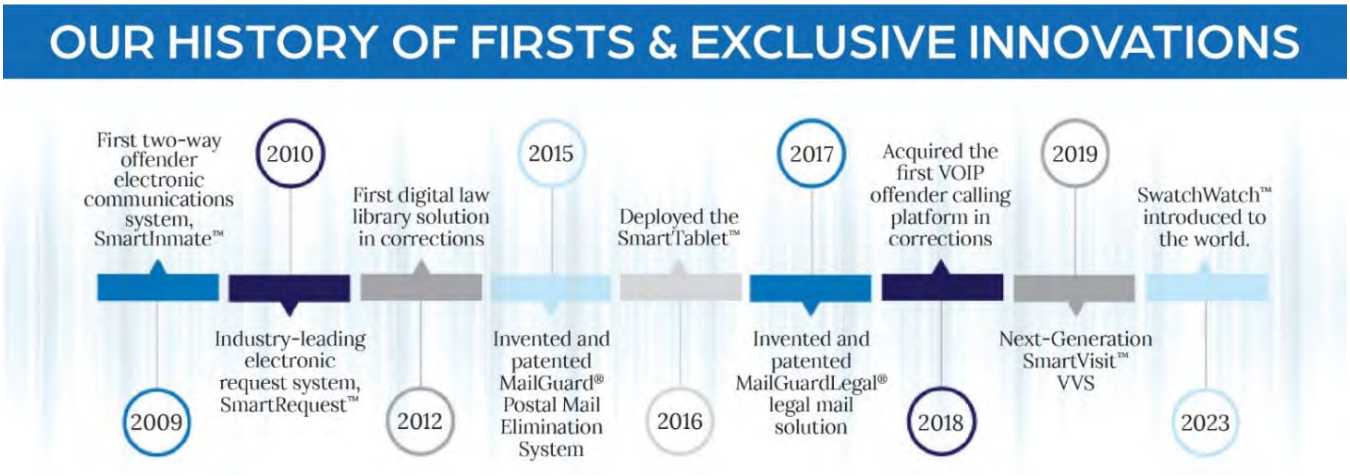
EXECUTIVE SUMMARY [8.2.1]

RESPONSE: Smart Communications is pleased to present our proposal in response to RFP #10881 for the provisioning of incarcerated persons (IPs) Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office (MCSO).

Our firm is corrections' most innovative and fastest growing IP communication technology company. For more than a decade, we have been driven by our passion for innovation, resulting in the development and successful patenting of multiple technologies and services that have transformed correctional facilities all over the country. In fact, many of the technologies and services that are now commonplace in corrections, such as IP electronic postal delivery, IP messaging/e-mail and digital requests and grievances, were first designed and implemented by Smart Communications.

In 2009, we launched SmartInmate™, the world's first two-way electronic messaging system exclusively designed for correctional use. SmartInmate™ not only changed the corrections environment by giving IPs access to a faster, more affordable option to stay connected with family and friends, it also provided an entirely new intelligence source to help investigators prevent and solve crimes. A year later, we launched SmartRequest™, the industry's first digital request/grievance/medical platform and deployed the first facility-wide digital law library.

The experience gained by deploying these new technologies and working directly with our facility partners gave us insight into the many challenges faced by correctional institutions and how we could use our technological expertise to provide solutions to overcome them. This solution-based approach led directly to the development of our proprietary SmartEvo™ Inmate Telephone System (ITS), the intelligent SmartVisit™ Video Visitation System (VVS), our patented, industry first MailGuard® Postal Mail Elimination and MailGuardLegal® Privileged Mail Systems, and more.



Our proposal is to provide the MCSO with a comprehensive IP communications system package composed of our turn-key SmartEvo™ ITS, SmartVisit™ Video Visitation System (VVS), SmartInmate™ Electronic Messaging System, SmartEntertainment™ Streaming Media Platform, as well as the following value-added technologies, services and benefits at ***no cost***:

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- SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools
- Patented MailGuard® Postal Mail Elimination System service ($324,000.00 annual value)*
- Patented MailGuardLegal® System service ($324,000.00 annual value)*
- Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)
- All hardware with installation and software upgrades
- Full-time, On-site Certified Technician (OCT) ($75,000.00 annual value)*
- 24/7/365 live, U.S.-based customer and technical support
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- SmartInmate™ Electronic Messaging System service, including two ***free*** SmartInmate™ messages every week for each IP ($46,800.00 annual value)*
- ***Free*** Remote VVS service for attorney and public defenders
- ***Free*** unlimited Attorney Messaging with Legal Document delivery and eSignature functionality
- SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs
- SmartLaw™ Digital Law Library ($20,000.00 annual value)*
- Debit Release Card System

*Based on an IP average daily population (ADP) of 900.

TOTAL VALUE-ADDED TECHNOLOGIES, SERVICES & BENEFITS OVER 5-YEAR CONTRACT TERM

$3,949,000.00+

Our proposed IP communications package is unique in that all systems are fully integrated in our secure, web-based SmartEcosystem™ Dashboard, providing a single location for authorized staff to access all system administration, monitoring, reporting, data sharing and investigation tools. The centralization and unification of these systems substantially reduces staff burden while maximizing operational efficiency. Since the SmartEcosystem™ Dashboard is web-based, it can be accessed on-site or remotely on any computer with an Internet connection – no additional hardware or software is required.

To strengthen the County's budget, our offer also includes:



- **$0.01/minute on all paid SmartEvo™ ITS calls with $125,000.00 Minimum Annual Guarantee (MAG) commission**
- **50.0% commission on total gross SmartVisit™ VVS remote video visitation session revenue**
- **50.0% commission on total gross SmartEntertainment™ revenue**
- **20.0% commission on total gross SmartInmate™ Electronic Messaging System revenue**
- **100.0% commission on total gross SmartEvo™ ITS Inbound Voicemail eXchange (VMX™) revenue provided at a fixed rate of $1.00/voicemail.**

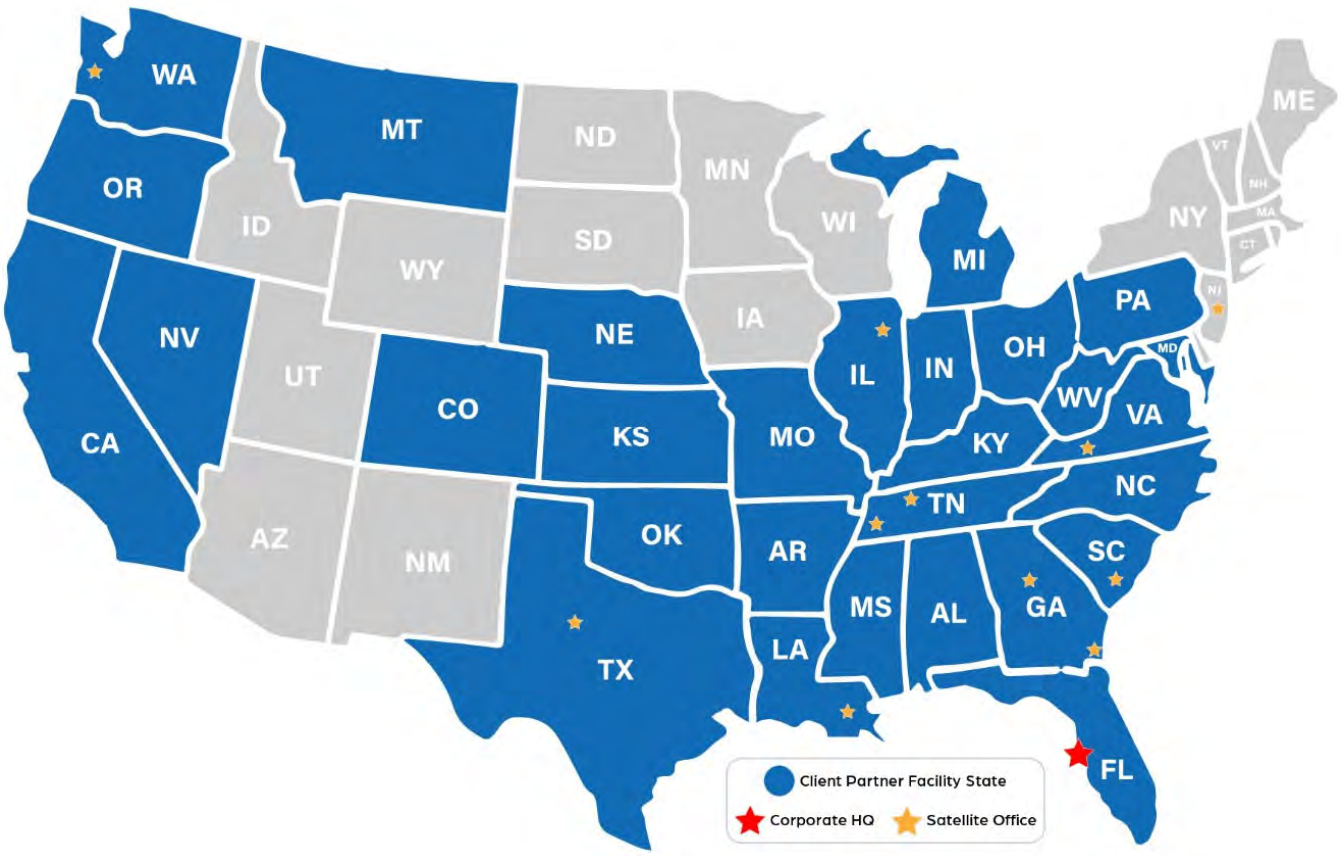
For complete offer details, please refer to item ***Offer (Attachment A)***.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency

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Current utilization, client references and testimonials are the most compelling indicators of a company's ability to deliver successful integration and prompt service as well as establish genuine partnerships. Smart Communications exemplifies these qualities through its remarkable growth over 13 years, organically expanding from a single account to encompassing more than 150 facilities across 29 states.



Our notable collaborations include institutions such as the Pennsylvania Department of Corrections, accommodating over 50,000 IPs, and the Federal Bureau of Prisons. For a comprehensive overview of our client partners and testimonials, please consult "***Exhibit A: Confidential Client Partner List and Testimonials***," which contains relevant contact information. We encourage you to directly engage with any of our clients to gain firsthand insights into the advantages they have experienced through their partnership with Smart Communications, benefiting their staff, IPs and the communities they serve.

A key factor contributing to our company's impressive growth and success is our bold approach to innovation. Millions of dollars of our revenues are invested in the research and development of new technologies designed to help IPs stay better connected with their loved ones as well as enhance facility safety and efficiency. Our engineering and software development teams are first to create the new technologies other corrections vendors try to duplicate. Moreover, we are proud to note that our vice-presidents of engineering/software development and network operations team introduced the first purpose-built IP Phone Control System (IPCS) in 1986 and the first Voice-over-Internet-Protocol (VoIP) IPCS in 2000. As such, critical elements of our SmartEvo™ ITS have over 30 years of experience and deployments in correctional institutions of all sizes, both domestically and abroad.

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In contrast to vendors that are owned and controlled by private equity funds, Smart Communications stands as a privately owned company and is not for sale. Our dedicated executives and exceptional team of employees are personally invested in the company's success and committed for the long haul. We take pride in the fact that all our technologies and services are developed, managed, supported and enhanced internally. This approach guarantees the needs and interests of our valued client partners are prioritized, ensuring they receive the swiftest and most superior level of service and support possible.

At Smart Communications, we uphold exceptional standards in all aspects of our operations. This encompasses the way we value our employees, our commitment to ethical and legal business practices, and most importantly, our dedication to serving our client partners. We take pride in maintaining an untarnished reputation. Unlike our competitors, we have never experienced security breaches compromising data, engaged in illegal recording of attorney calls, misused call recipient cell phone location technology, faced multiple class action lawsuits, or incurred fines from regulatory agencies.



Another benefit of partnering with Smart Communications, is that the MCSO will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:

- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms

It would be our honor to be selected to demonstrate and openly discuss how our innovation, responsiveness, affordability and ethical business practices can play a vital role in enhancing MCSO safety, security and efficiency, as well as staff and IP welfare.

If you have any questions or would like to discuss our proposal in more detail, please do not hesitate to contact me directly via email jon.logan@smartcommunications.us or phone 888-253-5178.

Thank you for your consideration.

Respectfully,



Jon Logan
CEO - Smart Communications

PRE-QUALIFICATIONS/LICENSING

RESPONSE: Smart Communications is an experienced incarcerated persons (IPs) communication technology and service provider. Many of the of the same technologies and services we are proposing to the Monterey County

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Sheriff's Office and Probation Department and currently utilized as the City of Santa Ana County Jail and are currently being installed at all seven correctional facilities operated by the San Diego County Sheriff's Office.

The following documentation is presented in response to item **#8.2.2.2 Licenses/Certifications** of the proposal to provide further evidence that our firm is qualified to provide services to the County:

- State of California Certificate of Qualification (#4269I46)
- FCC Form 499 Flier Database Detailed Information (FRN #0028168466)
- Smart Communications' Interstate and International Institutional Service, Rates, Terms and Conditions
- California Public Utilities Commission Interexchange Carrier Telephone Corporation Registration (Filed 10/20/22)
- General Liability, Worker's Compensation and CyberRisk Liability Insurance Certificates

Additionally, Smart Communications holds and maintains the following certifications and accreditations:

- **Payment Card Industry (PCI)**: Smart Communications is subject to and maintains PCI compliance through annual self-assessments (SAQ-D) and quarterly security scans of in-scope systems using a qualified scanning agent. Our internal security policies provide for additional security measures above and beyond what PCI compliance requires.
- **Customer Proprietary Network Information (CPNI)**: Smart Communications is in compliance with the commissions CPNI rules per ANNUAL 47 C.F.R. S: 64.2009 € Certification for 2020 EB Docket 06-03.

QUALIFICATIONS [8.2.2]

8.2.2 Proposer shall list its qualifications to include but not limited to:

8.2.2.1 Years of experience as primary service provider

RESPONSE: Smart Communications has 13 years of experience as a primary service provider.

8.2.2.2 Licenses/Certifications

RESPONSE:

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State of California Certificate of Qualification (#426I946)|

4269146

State of California
Secretary of State

CERTIFICATE OF QUALIFICATION

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that on the **22nd day of April 2019**, **SMART COMMUNICATIONS HOLDING, INC.**, a corporation organized and existing under the laws of **Florida** , complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 29, 2019.

ALEX PADILLA
Secretary of State

tlp

NP-25 (REV 02/2019)

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Smart Communications

4269146

Secretary of State
Statement and Designation by Foreign Corporation

S&DC-S/N

IMPORTANT — Read Instructions before completing this form.

Must be submitted with a current **Certificate of Good Standing** issued by the government agency where the corporation was formed. See Instructions.

Filing Fee – **$100.00** (for a foreign stock corporation) or **$30.00** (for a foreign nonprofit corporation)

Copy Fees – First page $1.00; each attachment page $0.50; Certification Fee - $5.00

Note: Corporations may have to pay minimum $800 tax to the California Franchise Tax Board each year. For more information, go to *https://www.ftb.ca.gov.*

FILED
Secretary of State
State of California
APR 22 2019

This Space For Office Use Only

1. **Corporate Name** (Go to *www.sos.ca.gov/business/be/name-availability* for general corporate name requirements and restrictions.)

Smart Communications Holding, Inc.

2. **Jurisdiction** (State, foreign country or place where this corporation is formed - **must match** the Certificate of Good Standing provided.)

Florida

3. **Business Addresses** (Enter the **complete** business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

	City (no abbreviations)	State	Zip Code
a. Initial Street Address of Principal Executive Office - **Do not enter a P.O. Box** 10491 72nd Street	Seminole	FL	33777
b. Street Address of Principal Office in California, **if any - Do not enter a P.O. Box**		CA	
c. Mailing Address of Principal Executive Office, **if different than item 3a**			

4. **Service of Process** (Must provide either Individual **OR** Corporation.)

INDIVIDUAL – Complete Items 4a and 4b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is **not** a corporation)	Middle Name	Last Name	Suffix

b. Street Address (if agent is **not** a corporation) - **Do not enter a P.O. Box**	City (no abbreviations)	State	Zip Code
		CA	

CORPORATION – Complete Item 4c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 4a or 4b

CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE

5. **Read and Sign Below** (**See instructions.** Office or title not required.)

I am a corporate officer and am authorized to sign on behalf of the foreign corporation.

Signature

James P. Logan
Type or Print Name

S&DC-S/N (REV 03/2017)

2017 California Secretary of State
www.sos.ca.gov/business/be

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FCC Form 499 Filer Database Detailed Information (FRN #0028168466)

Federal Communications Commission

FCC Form 499 Filer Database Detailed Information

FCC > CGB Home > FCC Form 499 Filer Database > FCC Form 499 Filer Database Detailed Information

FCC Form 499 Filer Database
DETAILED INFORMATION

Form 499 Filer 833166 RSS Feed

Filer Identification Information:

499 Filer ID Number:	833166
Registration Current as of:	Apr 1 2019 12:00AM
Legal Name of Reporting Entity:	Smart Communications Holding, Inc.
Doing Business As:	
Principal Communications Type:	Non-Interconnected VoIP (NVOIP)
Universal Service Fund Contributor:	No
(Contact USAC at 888-641-8722 if this is not correct.)	
Holding Company:	
Registration Number (CORESID):	0028168466
Management Company:	
Headquarters Address:	10491 72nd Street
City:	Seminole
State:	FL
ZIP Code:	
Customer Inquiries Address:	10491 72nd Street
City:	Seminole
State:	FL
ZIP Code:	
Customer Inquiries Telephone:	941-799-1586
Other Trade Names:	

Agent for Service of Process:

Local/Alternate Agent for Service of Process:	
Telephone:	
Extension:	
Fax:	
E-mail:	
Business Address of Agent for Mail or Hand Service of Documents:	
City:	
State:	
ZIP Code:	

D.C. Agent for Service of Process:	
	Corporation Service Company
Telephone:	888-690-2882
Extension:	
Fax:	202-408-3141
E-Mail:	sop@cscinfo.com
Business Address of D.C. Agent for Mail or Hand Service of Documents:	1090 Vermont Avenue, NW
City:	Washington
State:	DC
ZIP Code:	

FCC Registration Information:

Chief Executive Officer:	James Logan
Business Address:	10491 72nd Street
City:	Seminole
State:	FL
ZIP Code:	
Chairman or Other Senior Officer:	
Business Address:	
City:	
State:	
ZIP Code:	

Source: http://apps.fcc.gov/cgb/form499/499detail.cfm?FilerNum=833166. Available Online: October 8th, 2019.

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City: Seminole
State: FL
ZIP Code:

Chairman or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

President or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

Alabama
Arizona
California
Colorado
Florida
Georgia
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
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Nebraska
New Jersey
New York
North Carolina
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Oklahoma
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Federal Communications Commission
445 12th Street SW
Washington, DC 20554
More FCC Contact Information...

Phone: 1-888-CALL-FCC (1-888-225-5322)
TTY: 1-888-TELL-FCC (1-888-835-5322)
Fax: 1-866-418-0232

Source: http://apps.fcc.gov/cgb/form499/499detail.cfm?FilerNum=833166. Available Online: October 8th, 2019.

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Smart Communications' Interstate and International Institutional Service, Rates, Terms and Conditions|

Smart Communications Holding, Inc.
10491 72nd Street
Seminole, FL 33777

Posted: February 7, 2019

Interstate and International Institutional Service

Rates, Terms and Conditions

Provided by

SMART COMMUNICATIONS HOLDING, INC.

Posted: February 7, 2019

CHECK SHEET

Pages of this RTC, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original RTC and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	
Title	Original	*
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*
16	Original	*
17	Original	*
18	Original	*

* - indicates those pages included with this filing.

Posted: February 7, 2019

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Explanation of Symbols	3
Section 1 - Terms and Abbreviations	4
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Section 3 - Service Descriptions and Rates	12

Posted: February 7, 2019

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

C - To signify Changed Regulation.

D - Delete or Discontinue

I - Change Resulting in an Increase to a rate

M - Moved from Another RTC Location

N - New

R - Change Resulting in a Reduction to a rate

S - Matter Appearing Elsewhere or Repeated for Clarification

T - Change in Text But No Change to Rate or Charge

V - Signifies Vintage RTC

Z - Correction

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's location to a Smart Communications switching center or designated point of presence.

Ancillary Service Charge – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

Automated Collect Call - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

Called Party - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of Smart Communications' automated collect service.

Company or Carrier - Smart Communications Holding, Inc., unless otherwise clearly indicated by the context.

Commission - The Federal Communications Commission.

Correctional or Confinement Institutions - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

Customer or End User - The person, firm, corporation or other entity which uses Smart Communications' service and is responsible for payment of charges and compliance with the Company's tariff.

Inmates - The jailed or confined population of correctional or confinement institutions.

Jail – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

Smart Communications- Used throughout this tariff to mean Smart Communications Holding, Inc.

LEC - Local Exchange Company.

Prison – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

RTC – Refers to this Rates, Terms and Conditions document.

Subscriber - The correctional institution that contracts with the Company for the provision of automated operator assisted telecommunications services for use by inmates and other incarcerated persons.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Smart Communications Holding, Inc.

Smart Communications' services and facilities are furnished for communications originating at correctional or confinement institutions between locations within the United States and foreign countries. The terms of this RTC apply to Smart Communications' interstate and international calls.

Smart Communications provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this RTC. Smart Communications may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, to allow connection of a Subscriber's location to the Smart Communications services.

The Company's services and facilities are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the institution.

2.2 Limitations

2.2.1 Smart Communications provides calling services to inmates and other incarcerated persons in confinement/correctional institutions.

2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this RTC.

2.2.3 Smart Communications reserves the right to suspend or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this RTC, or in violation of the law.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.5 Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Use

Services provided under this RTC may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this RTC.

2.4 Assignment and Transfer

All facilities provided under this RTC are directly or indirectly controlled by the Company. Service may not be transferred or assigned without the express written consent of the Company. All regulations and conditions contained in this RTC shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.5 Terminal Equipment

Company-provided facilities and service may be used with or terminated in Company- or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between Smart Communications and the Customer. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Liabilities of the Company

2.6.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this RTC, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.6.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this RTC; or for any act or omission of the Customer, End User or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

2.6.3 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.6.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this RTC shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Taxes and Fees

2.7.1 FCC Universal Service Fund

In compliance with the FCC's Universal Service Orders, the Company is required to pay a percentage of its retail revenues to support the Universal Service Fund (USF). This amount is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service cost recovery will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at: http://www.fcc.gov/cmd/contribution-factor.html.

2.8 Payment for Service

2.8.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

2.8.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received by the Company within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received by the Company within thirty (30) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service, (Cont'd.)

2.8.3 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service or require establishment of a prepaid account or use of a debit account.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.8.4 Return Check Charge

A return check charge of $25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this RTC and pursuant to Federal law.

2.8.5 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid fifteen (15) days following the date printed on the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Refusal or Discontinuance by Company

2.9.1 Smart Communications may block calls or suspend service as applicable, for any of the following reasons:

A. For failure of the Customer to pay a bill for service when it is due.

B. For violation of any of the Company's rules and regulation as set forth herein.

C. For failure of the Subscriber to provide the Company reasonable access to its equipment and property.

D. For Subscriber's breach of the contract for service between the Company and the Subscriber.

E. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

F. In the event of fraudulent use of the service.

G. In the event of tampering with the Company's equipment.

H. In the event of a condition determined to be hazardous to the Customer or Subscriber, to the Company's equipment, the public, or to employees of the Company.

I. In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 911, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the institution.

2.11 Use of Recording Devices

Subscribers who use recording devices do so at their own risk. Subscribers may use a recording device only in compliance with the requirements of local, state, and federal laws.

2.12 Adjustment to Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

2.13 Contracts

Service is offered on a contractual basis to meet specialized requirements of correctional facilities. The terms of each contract shall be mutually agreed upon between the facility and the Company and may include discounts on rates contained herein, charges for specially designed non-telecommunications services, restrictions on the use of certain telephone services or other customized features.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

The Company offers domestic interstate and international automated operator assisted collect calling services for use by inmates and other incarcerated persons in correctional or confinement facilities. Inmate access to the Company's services may be restricted by the administration of the Institution served. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this RTC, intrastate service is offered in conjunction with interstate and international service.

Customers are charged individually for each call placed through the Company's network. Charges are based on individual contracts between the Company and Institutions.

3.2 Timing of Calls

3.2.1 Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this RTC.

3.2.2 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment.

3.2.3 Chargeable time for each call ends when one of the parties disconnects from the call.

3.2.4 Unless otherwise specified in this RTC, the minimum Initial Period for billing purposes is one (1) minute.

3.2.5 Unless otherwise specified in this RTC, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.

3.2.6 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will undertake an investigation of the circumstances of the call and issue a credit when appropriate.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.3 Institutional Automated Collect Service

Institutional Automated Collect Service is provided for use by inmates and other incarcerated persons in Correctional Institutions. Interstate service is offered in conjunction with intrastate service.

Service may be limited by the administrators of the institutions. Calls are billed to the Called Party. The Called Party must actively accept charges for the call.

Institutional Automated Collect Service allows inmates to make collect calls to terminating interstate and international locations as specified following. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is automatically terminated.

Use of the automated collect calling service is subject to the rules and regulations of this RTC and the institution's administrative restrictions.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.4 Prepaid Institutional Calling Services

3.4.1 General

Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The called party is automatically informed of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. A reminder message is also provided when the account balance has one minute of usage remaining. All calls must be charged against an account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the account is insufficient to continue the call.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires six months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

Two options are available with Prepaid Institutional Calling Services. The first option, the Prepaid Debit Account, allows the inmate to set up his/her own prepaid account at the Confinement Institution; the second option, Prepaid Collect Service, allows the Called Party who receives collect calls from inmates to set up his/her own prepaid account.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.4 Prepaid Institutional Calling Services, (Cont'd.)

3.4.1 General, (Cont'd.)

A. Option A: Prepaid Debit Account

With a Prepaid Debit Account, the inmate is assigned a Personal Identification Number (PIN.) When the inmate places a call, he/she enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the inmate's debit account via the Institution; it does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

B. Option B: Prepaid Collect Service

Prepaid Collect Service is available for use by individuals who receive collect calls from inmates in Confinement Institutions. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a vendor.

There are no minimum deposit amounts required. Additional payments will be accepted with a $50.00 payment maximum. Initial and additional payments into the account may be made by cashier's check, money order, credit card, debit card, electronic checking or Western Union. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Institutional Contract Service Rates - Domestic Interstate

3.5.1 Institutional Collect Service Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.25

3.5.2 Institutional Prepaid Collect Service Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.21

3.5.3 Institutional Pin Debit Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.21

3.5.4 Institutional Debit Card Rates and Charges

A. **Option 1**

Rate, Per Minute: $0.21

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.6 Institutional Contract Service Rates – International

3.6.1 Institutional Prepaid Debit

A. **Rates and Charges**

Contract Rates	Per Minute Charge
All Contracts	$1.50

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.7 Ancillary Service Charges

3.7.1 Automated Payment Fees (where available) – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees $3.00

3.7.2 Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee $5.95

3.7.3 Paper Bill/Statement Fees – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees $2.00

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California Public Utilities Commission Interexchange Carrier Telephone Corporation Registration (Filed 10/20/22)|

CPUC - Service Lists - A2210018

ia.cpuc.ca.gov/servicelists/A2210018_91462.htm

CALIFORNIA PUBLIC UTILITIES COMMISSION
Service Lists

Proceeding: A2210018 - Application of Smart
Filer: Smart Communications Holding, Inc.
List Name: LIST
Last changed: April 18, 2023

Back to Service Lists Index

Parties

JONATHAN LOGAN
CEO & DIRECTOR
SMART COMMUNICATIONS HOLDING, INC.
10491 72ND STREET
SEMINOLE, FL 33777
FOR: SMART COMMUNICATIONS HOLDING, INC.

Information Only

SEANEEN WILSON
CALIF PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE LAW JUDGE DIVISION
AREA
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

KIEUCHINH TRAN
CALIF PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE LAW JUDGE DIVISION
300 Capitol Mall
Sacramento, CA 95814

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General Liability, Worker's Compensation and CyberRisk Liability Insurance Certificates|

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BKS Partners 4211 W. Boy Scout Blvd Ste 800 Tampa FL 33607	CONTACT NAME: PHONE (A/C, No. Ext): 813-470-5023 FAX (A/C, No): 813-221-1857 E-MAIL ADDRESS:
INSURED SMART-3 Smart Communications Holdings, Inc. 10491 72nd Avenue Seminole FL 33777	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co — 25674 INSURER B : Phoenix Insurance Company — 25623 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 515854578 **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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			H-630-4W089833-TIL-23	2/9/2023	2/9/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-3W476872-23-I3-G	2/9/2023	2/9/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-8M341133-23-I3	2/9/2023	2/9/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability Tech/E&O incl Cyber & Media			ZPL51M75655-23-I3	2/9/2023	2/9/2024	Each Occurrence Aggregate	3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

For Insurance Purposes Only

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

Richard P. Russo Jr.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	PHONE (A/C, No, Ext): (877) 266-6850	FAX (A/C, No):
	E-MAIL ADDRESS: pbscerts@paychex.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Company	40142
INSURED Paychex PEO Holdings LLC Alt. Emp; Smart Communications Collier Inc 911 Panorama Trail South Rochester, NY 14625	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23FL0951018785 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 12-68-329-03	06/01/2023	06/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2023	06/01/2024	Client# 20010808-FL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Smart Communications Collier Inc
10491 72nd St
Seminole, FL 33777

CERTIFICATE HOLDER	CANCELLATION
Proof of Coverage 10491 72nd St Seminole , FL 33777	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 Mary P Storti

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Claims-Made: The Liability Insuring Agreements are provided on a Claims-Made basis, and cover only *Claims* first made during the *Policy Period*, or any applicable extended reporting period. Please read the Policy.

Defense Within Limits: The Limit available to pay settlements or judgments will be reduced, and may be completely exhausted, by *Defense Costs*, and any retention will be applied against *Defense Costs*.

A limit left blank for a coverage means that such coverage is not included. An entry for any other provision left blank means that such provision does not apply.

The Insurer has the duty to defend *Claims*.

CyberRisk Aggregate Limit: $3,000,000

Liability	**Limit**	**Retention**
Privacy and Security	$3,000,000	$25,000
Payment Card Costs		Subject to Privacy And Security Retention
Media	$3,000,000	$25,000
Technology Errors And Omissions	$3,000,000	$25,000
Regulatory Proceedings		
Breach Response	**Limit**	**Retention**
Privacy Breach Notification	$1,000,000	$25,000
Computer and Legal Experts	$1,000,000	$25,000
Betterment		
Cyber Extortion	$1,000,000	$25,000
Data Restoration	$100,000	$10,000
Public Relations	$1,000,000	$25,000
Cyber Crime	**Limit**	**Retention**
Computer Fraud	$100,000	$10,000
Funds Transfer Fraud	$100,000	$10,000
Social Engineering Fraud		
Telecom Fraud	$100,000	$10,000
Business Loss	**Limit**	**Retention**
Business Interruption	$1,000,000	
Dependent Business Interruption	$250,000	
Dependent Business Interruption – System Failure		
Dependent Business Interruption – Outsource Provider		
Dependent Business Interruption – Outsource Provider – System Failure		
Reputation Harm		

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System Failure $100,000

Additional First Party Provisions

Accounting Costs Limit:

Betterment Coparticipation: %

Period Of Restoration: 180 days

Period Of Indemnity: days

Wait Period: 72 hours

Business Loss Retention:

Emergency Costs Limit:

Knowledge Date:

P&P Date:

Retro Date: February 09 2015

Extended Reporting Period

Months	Percentage of Annualized Premium
	%

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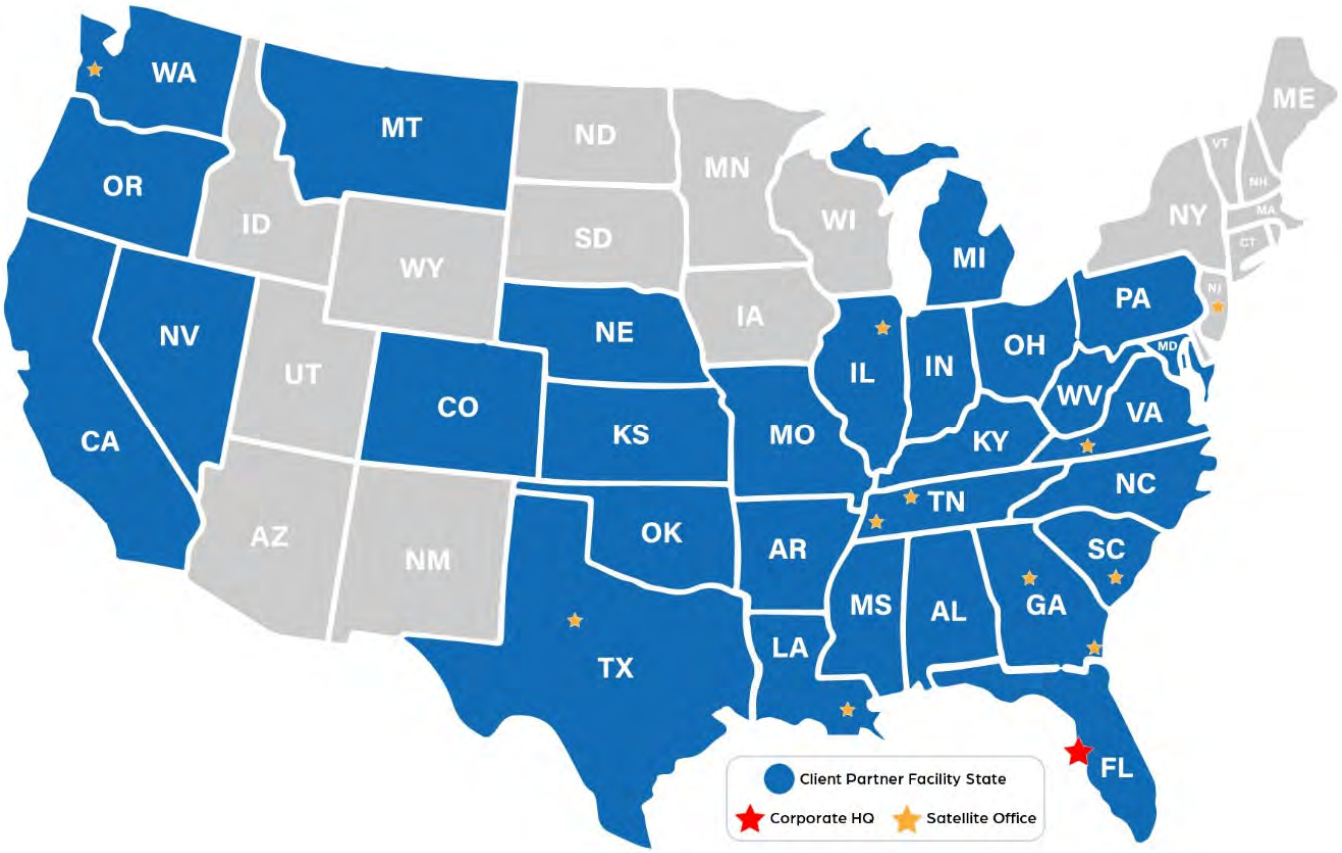
8.2.2.3 Key Personnel's Names and Experience for:

8.2.2.3.1 Executive Team

8.2.2.3.2 Project Implementation Management

8.2.2.3.3 Ongoing Executive Support

RESPONSE: Smart Communications has been researching, developing and providing inmate communication solutions for over a decade. We provide our technologies and services to over 150 different correctional facilities in 29 states.



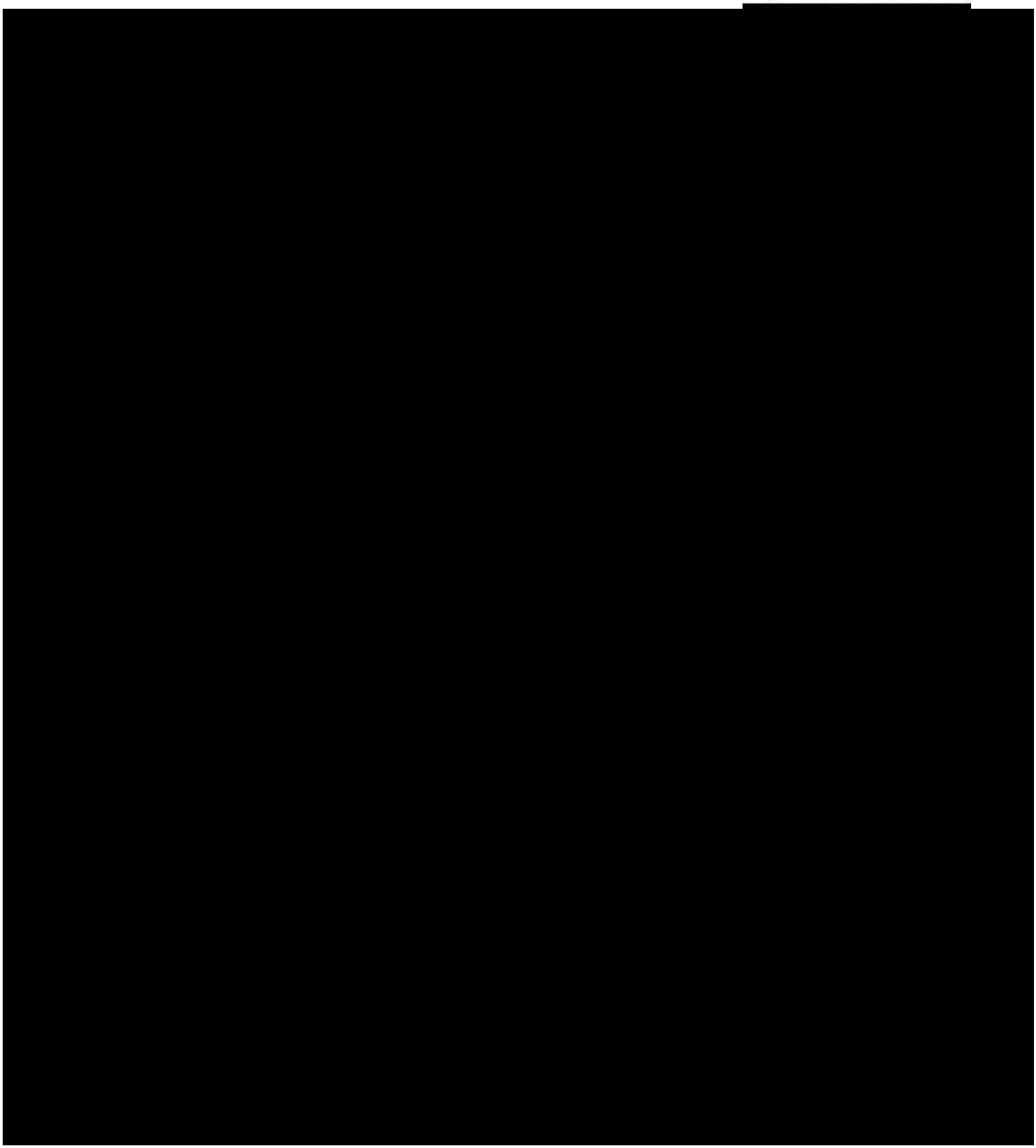
This experience has provided us with a thorough understanding of the complexities and security concerns associated with operating in a correctional facility, as well as the know-how to deliver solutions in a timely manner and provide ongoing support. We are confident we have the experience, technology and resources necessary to meet and exceed the requirements for this project.

Headquartered in Seminole, FL, with various satellite offices located throughout the country, Smart Communications employs over 100 individuals, including strategically located and experienced account and technical service representatives.

The following Smart Communications team members will be involved to ensure the successful implementation and ongoing support for this project.

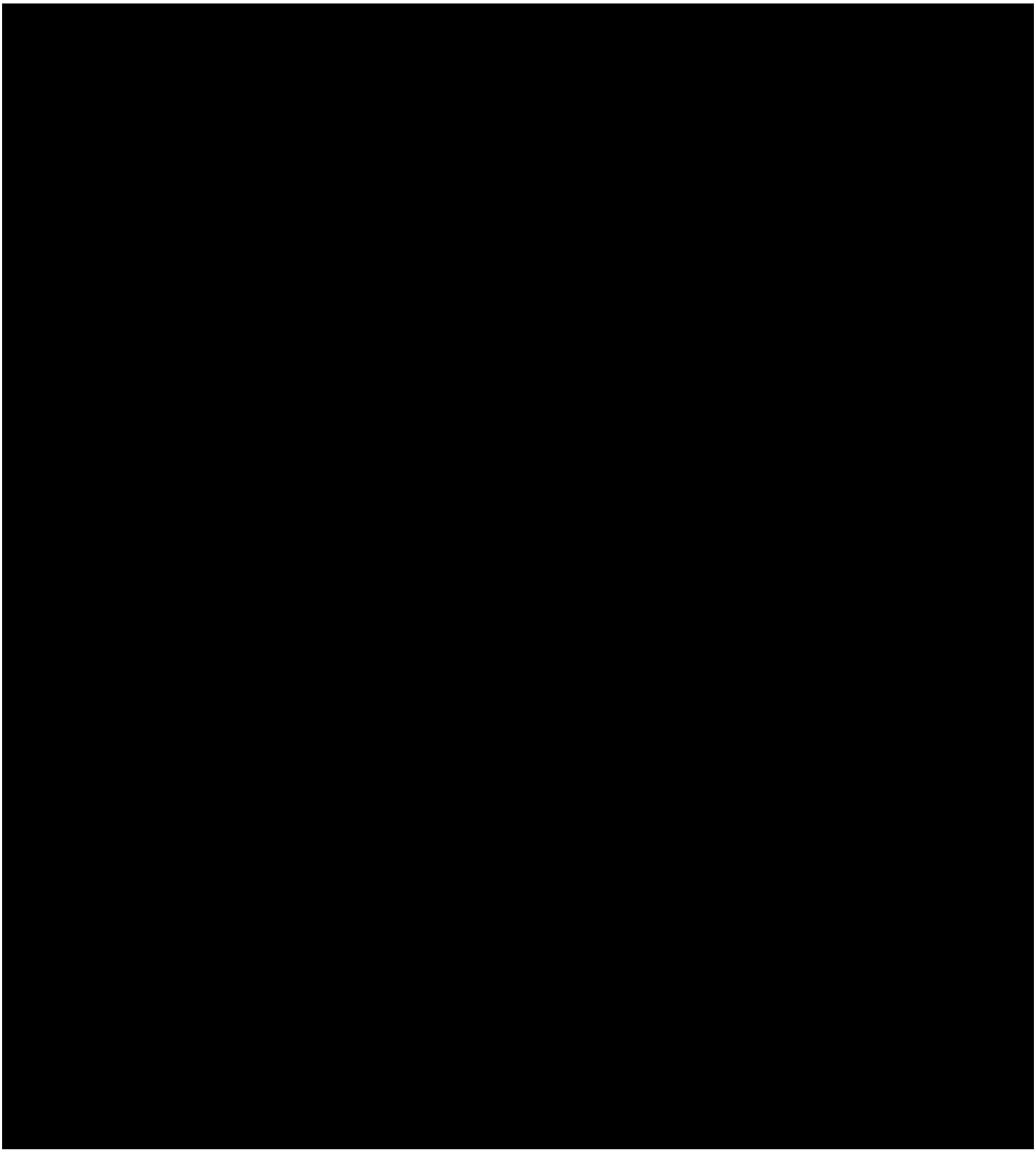
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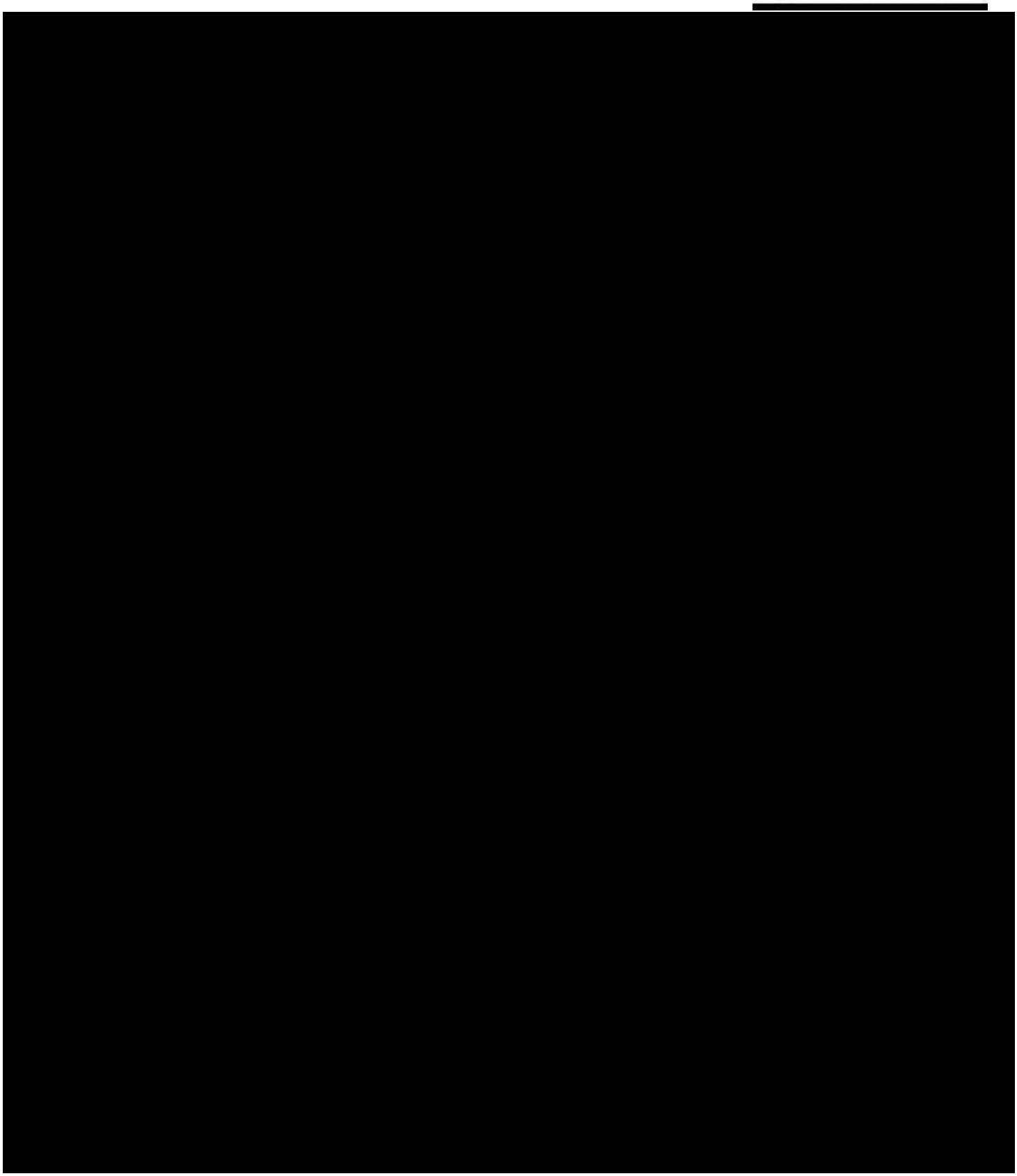
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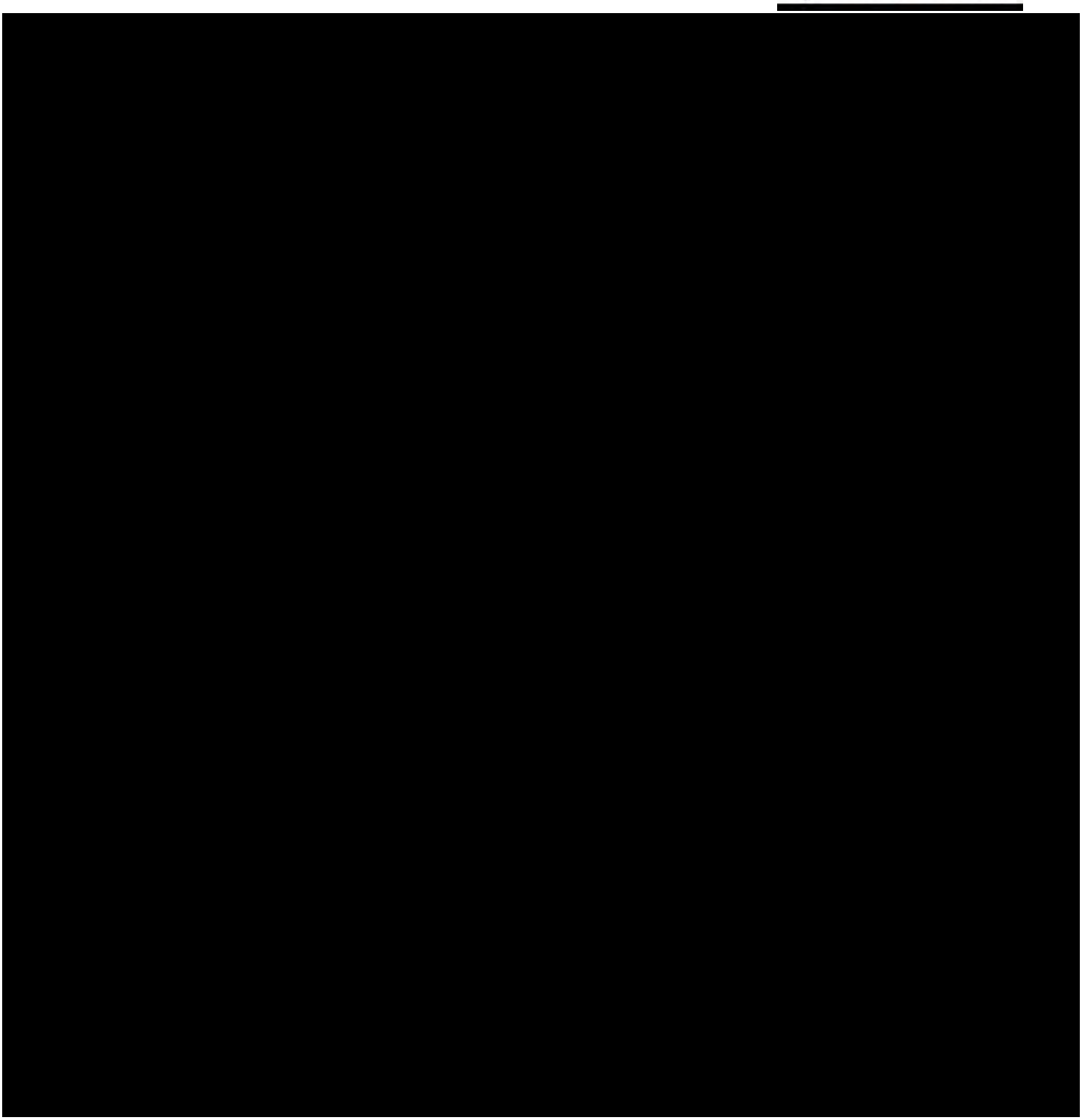
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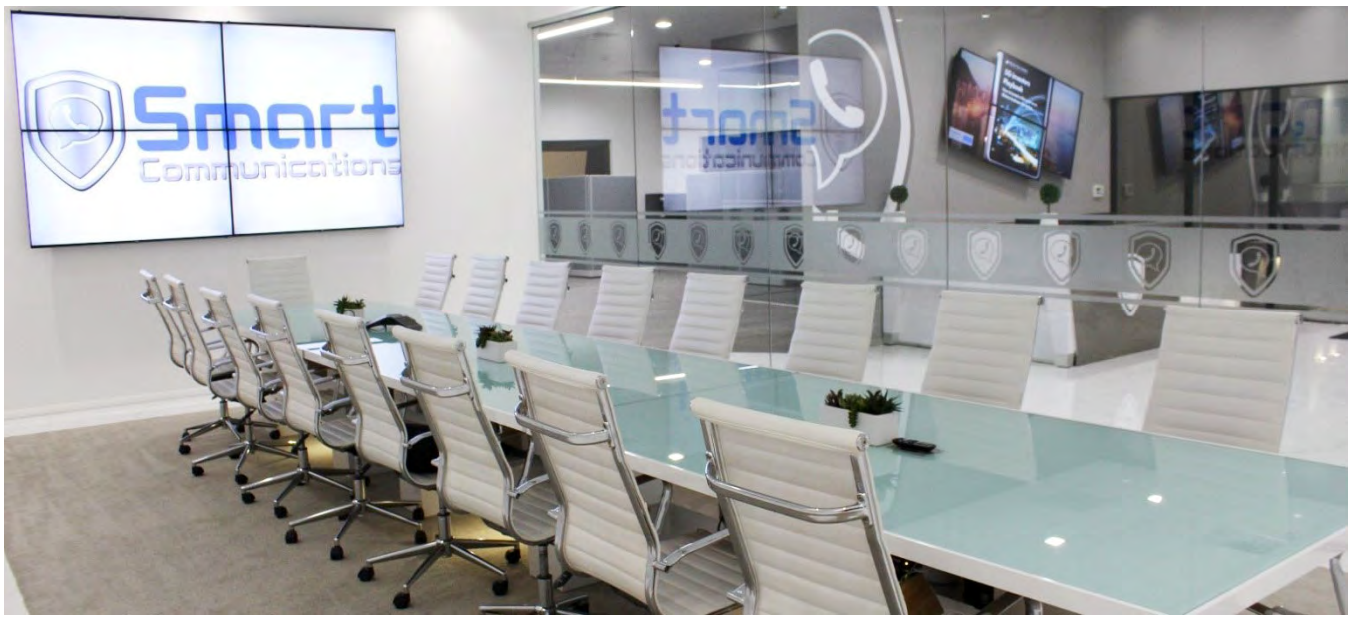
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8.2.2.4 Disaster Recovery Plan

RESPONSE: Smart Communications is well-prepared to respond quickly and effectively should an emergency or disaster strike. As an ongoing part of daily operations, Smart Communications' teams are fully prepared for emergency restoration of facilities. We have assembled plans and procedures to be followed during such an event to minimize the impact catastrophic network outages have on our customers. Our highly trained personnel have the equipment, materials and skills to effectively deal with emergency/disaster events that may threaten the operations of the technologies and services we provide to our clients.

The information presented below details the requirements and steps that will be taken for the recovery from any emergency/disaster affecting services at Smart Communications' facilities or our clients' facilities with the fundamental goal of allowing basic business functions to resume and restoring all systems to pre-emergency/disaster functionality.

Three basic strategies are incorporated in Smart Communication's Emergency/Disaster Recovery Plan:



PREVENTION

Smart Communications' communications infrastructure is designed to provide dependable high-quality services to customers and to reduce downtime with maximum availability. This infrastructure depends on the integrity and proper functioning of a variety of hardware, software and network components. Aspects of this infrastructure are at risk any time one or more of these components fail. Smart Communications takes proactive steps to minimize both the occurrence and the impact of situations that have the potential to interrupt services provided to the inmate or jeopardize the facility's data, such as call records or recording.

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To help avoid disasters resulting from equipment failure and minimize the effects of other types of disasters, Smart Communications has deployed a robust, redundant network infrastructure and fault-tolerant computer-controlled communications system with redundant off-site data storage.

Smart Communications maintains three geographically disparate, redundant, secure data centers with the ability to switch both data and voice traffic from one facility to the other. Each data center utilizes redundant Internet services, multiple power feeds, and provides battery backup and generator power in the event of an emergency. All network components are redundant with automatic failover to prevent unexpected downtime. Access to the data centers is limited to IT staff with a specific need to enter.

The data centers host our redundant communications technology platforms, including servers, databases, media storage and software. All servers utilize internal redundancy, such as multiple power supplies on different electrical circuits, hard drives in RAID configuration, and teamed network connections to multiple network switches, in turn, connected to different electrical circuits and cross-connected to mesh traffic. Data at the data centers is backed up via an encrypted off-site backup service every four hours.

Smart Communications' call centers and Network Operations Center (NOC) are housed in mission-critical facilities, providing redundant power grid service from two geographic sources as well as multiple generator units and a multi-week fuel supply. Telecom and data services are also redundant at each facility, minimizing the risk of a total service outage. Smart Communications' 24/7/365 NOC is responsible for maintaining the network infrastructure that supports the hardware and services provided at all Agency facilities. The NOC continuously monitors the health, security and capacity of all communications equipment, applications and associated networks to help ensure 99.99% uptime with uninterrupted, reliable operations.

DETECTION

All Smart Communications' communications equipment, applications and associated networks are monitored and analyzed in real time. This includes all the communications equipment, applications and associated networks at each Agency facility. Proactive monitoring allows Smart Communications to diagnose and resolve issues before they become a problem and affect service.

If an issue is anticipated or has been identified, Smart Communications' experienced NOC personnel take immediate corrective action to resolve the issue remotely. If our NOC is unable to resolve the issue remotely, a certified regional Field Service Technician will be dispatched to the facility.

In the event of an emergency/disaster that causes a total loss of services to a facility, Smart Communications' NOC will have complete ownership and control to carry out its emergency response and recovery procedures. Our NOC will keep the County points of contact fully informed of the status of recovery efforts. Progress reports will be provided at an agreed upon interval until all services are fully restored.

RECOVERY

Smart Communications' Emergency/Disaster Recovery Plan takes into account all steps necessary to resume normal operation in the event of a natural or technical failure. Smart Communications' Emergency/Disaster Recovery Plan addresses the emergency recovery of services in the event of a natural or manmade disaster that has caused damage or service disruption to the communications systems at any Agency facility.

With Smart Communications' hosted communication systems, there are very few on-site hardware components. However, these components are monitored for operation and an event during a local disaster may interrupt their operation. When this is the case, the issue can typically be diagnosed and resolved through remote access from Smart Communications' NOC. If the full extent of the damage cannot be determined by remote access or

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the problem cannot be resolved remotely, Smart Communications will immediately dispatch a local technician to perform additional diagnostics, and repair or replace the system components.

To ensure the highest level of service during an emergency/disaster, service technicians will carry enough equipment on their service vehicles to replace the affected hardware at the facility. Furthermore, additional hardware can be shipped from the warehouse and arrive on-site the day after the emergency/disaster. The technician will work with the NOC to restore service to the facility.

Network outage will be detected by the NOC and immediately acted upon. The NOC will work with the network provider and escalate as necessary to restore the services as quickly as possible.

In the event of a power failure, an uninterruptible power supply will provide temporary power for the entire system. In the absence of an emergency generator at the facility, the system will perform a safe shutdown to protect data upon expiration of the UPS. Once the power is restored, the system will reboot without human intervention and resume normal operations.

Throughout the restoration process, Smart Communications' NOC Team will keep the County points of contact fully informed of the status of recovery efforts.

Smart Communications' Emergency/Disaster Recovery Plan addresses the emergency recovery of services in the event a natural or manmade disaster which has caused damage or service disruption to the communications systems at one of the data centers.

Smart Communications maintains three geographically disparate, redundant, secure data centers with the ability to switch both data and voice traffic from one facility to the other. An emergency/disaster that fully impacts the primary Data Center will be detected by the NOC and immediately acted upon. Most issues can be diagnosed and resolved through remote access from our NOC. If the full extent of the issue cannot be determined by remote access or the problem cannot be resolved remotely, Smart Communications will immediately dispatch a technician to the data center to perform additional diagnostics to repair and/or replace the system components.

If the outage is severe, the NOC will invoke emergency measures that will bring all the necessary internal teams together so the issue can be properly addressed in a timely manner. If necessary, the team will make arrangements to reroute both the data and voice traffic from the primary data center to one of the secondary data centers. Once the reroute of both the data and voice traffic from the primary data center to a secondary data center is complete, the NOC team will verify all communications equipment, applications and associated networks are working correctly. Once all traffic has been rerouted to a secondary data center and all services are operating correctly, the NOC team will begin the task rectifying issues with the primary data center.

SUMMARY

Smart Communications minimizes the risk to our Communications platforms by furnishing high-quality equipment that is properly installed, maintained and continuously monitored. Event recognition technology includes self-diagnostic equipment and software that keeps Smart Communications' NOC informed of system performance in real time. Redundancy of critical components safeguards system functionality and redundant data storage restoration is also available should it be needed.

Smart Communications is well prepared to respond quickly and effectively should an issue occur or disaster strikes. As an ongoing part of daily operations, Smart Communications' teams are fully prepared for emergency restoration of facilities. Smart Communications has assembled plans and procedures to be followed during such an event to minimize the impact catastrophic network outages have on our customers. In addition, our highly trained personnel have the equipment, materials, and skills to effectively deal with both minor and major events that may threaten the services we provide to the County.

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8.2.2.5 Notices of previous Violations, if any: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.

RESPONSE: Not applicable. Smart Communications nor its affiliated business entities has never received any notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation.

8.2.2.6 List of current and/or previous Sheriff's County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's:

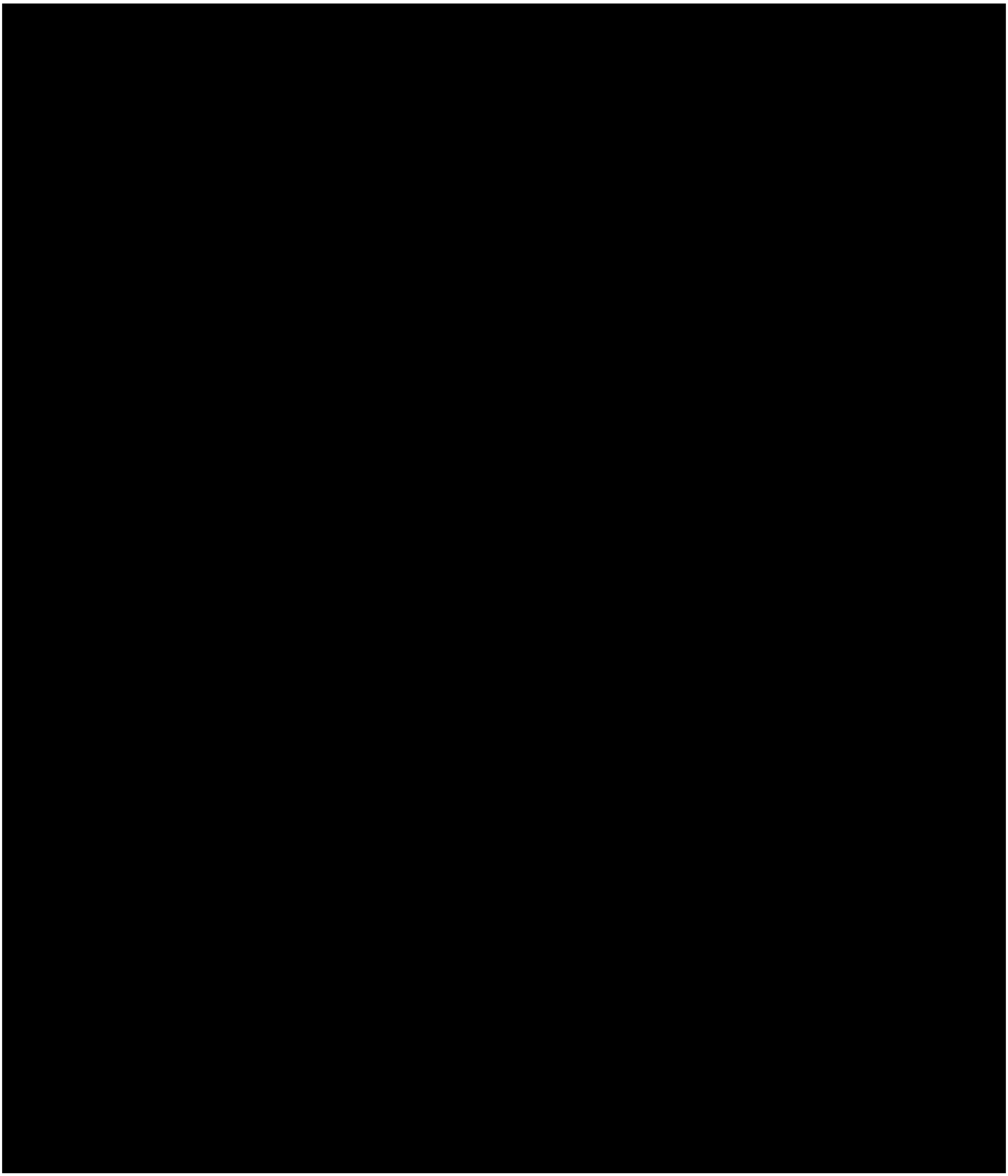
8.2.2.6.1 Telephone System, Associated Services and Other Service Offerings – Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartEvo™ ITS.

[redacted]

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[redacted]

Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***" for additional information about other agencies we service.

***IMPORTANT NOTE**: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

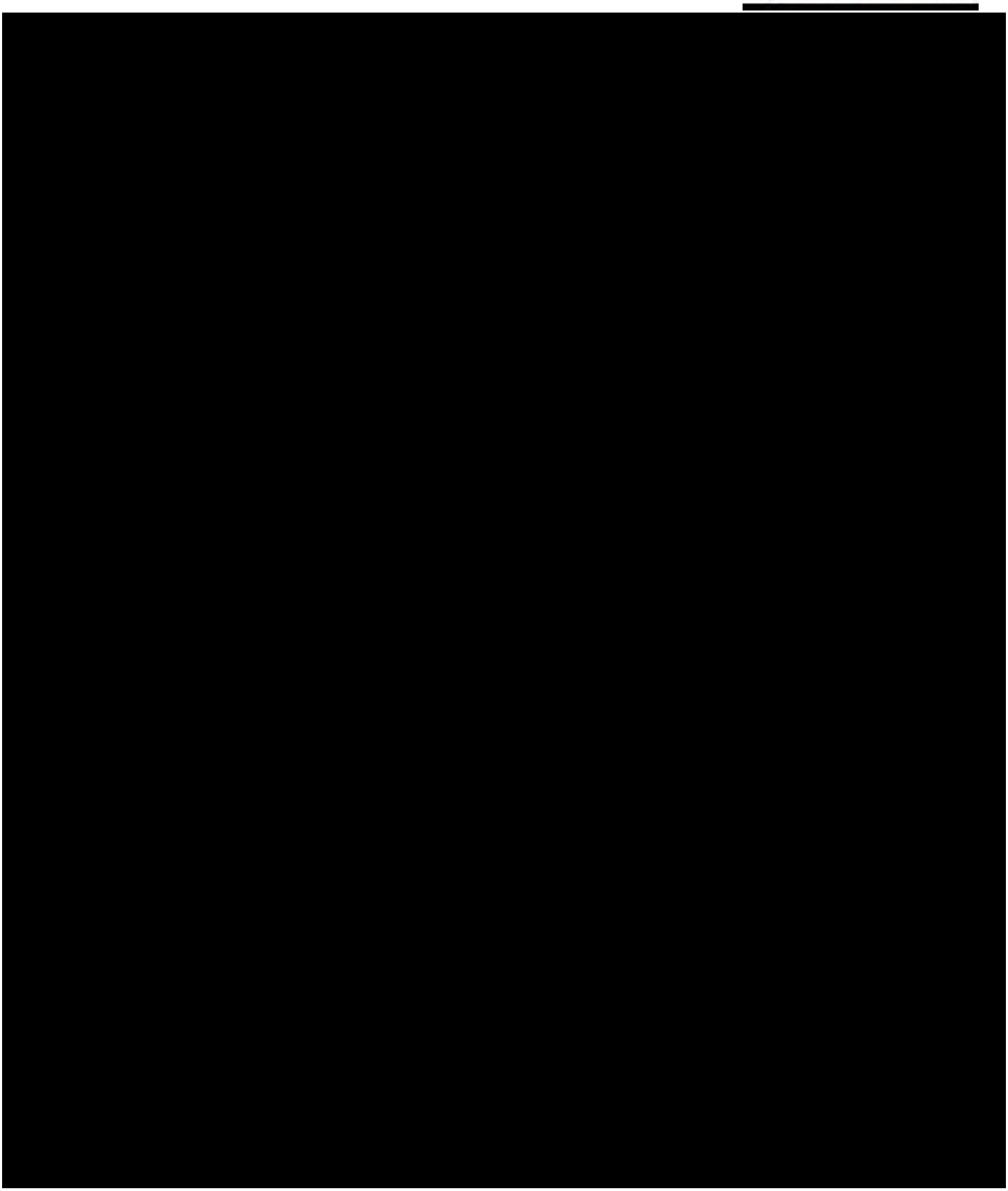
8.2.2.6.2 Tablet Program and Tablets - Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartTablet™ devices and programs:

[redacted]

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[redacted]

Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***" for additional information about other agencies we service.

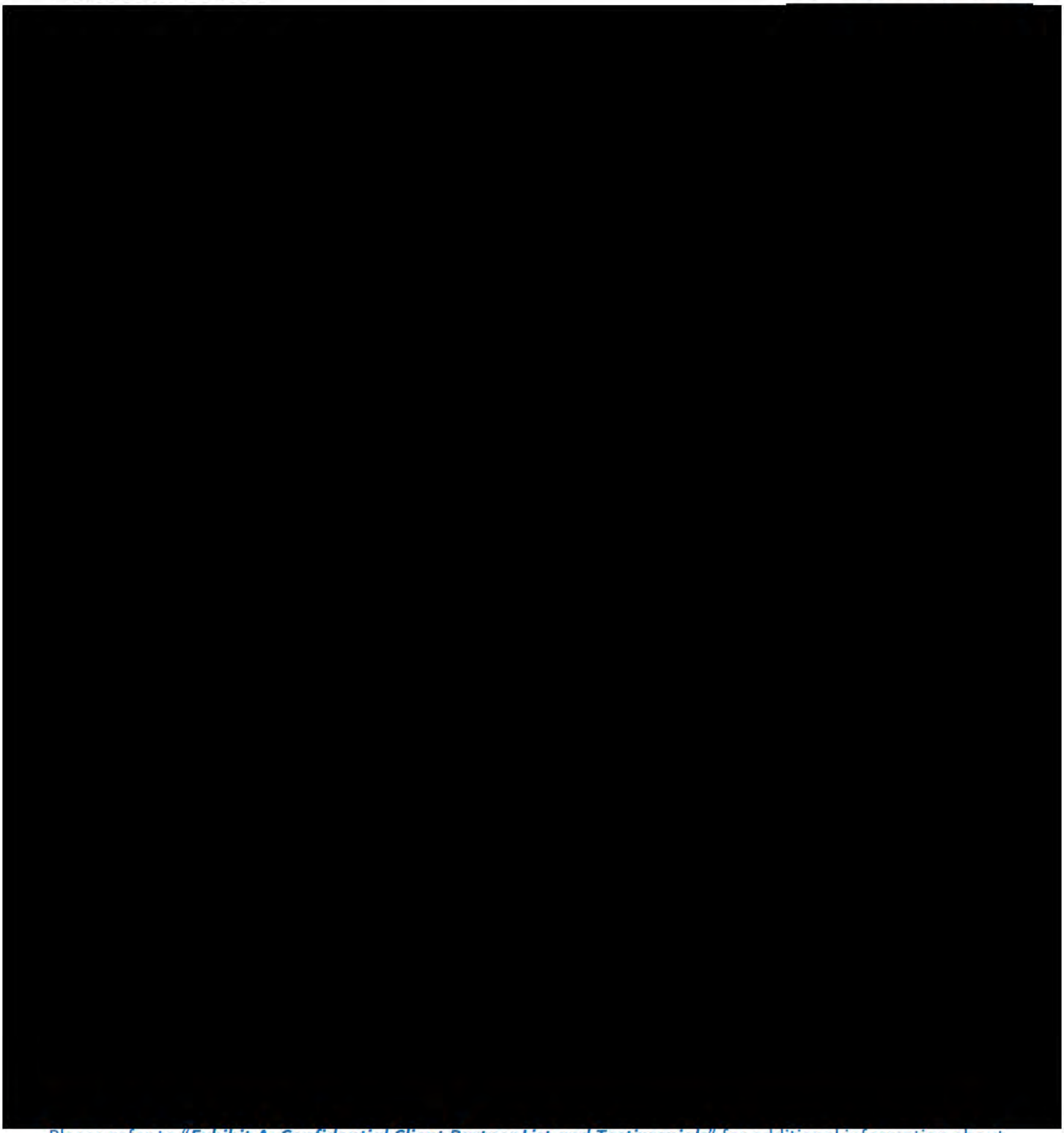
8.2.2.6.3 Video Visitation System - Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartVisit™ VVS.

[redacted]

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Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***" for additional information about other agencies we service.

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Section 3 – TECHNICAL PROPOSAL

8.2.3 Technical Proposal for Telephone System and Other Associated Services and Service Offerings, Tablet Program and Tablets, and Video Visitation that includes but not limited to descriptions of:

8.2.3.1 Design, Features, Associated Services and Service Offerings, Technical Components, Integration Capabilities

RESPONSE: We are confident we have the experience, technology and resources necessary to meet and exceed the requirements for this project. Please refer to our responses provided throughout ***5.0 Scope of Work***, that follows.

8.2.3.2 Project Methodology and Project Management

RESPONSE: Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.



By coupling this phased approach to project management/implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided below. Please note that the plan/schedule provided below is "preliminary" and can be adjusted if necessary to help achieve the County's project completion objective.



Initiation (1.0): Immediately after contract execution, Smart Communications conducts an internal planning meeting to review and discuss the project and related documentation, including the RFP Scope of Work, preliminary project/implementation plan timeline and executed contract. During this meeting, Smart Communications staff are officially assigned to specific roles and project team/groups, which include:

- Account Manager
- Project Manager
- Quality Assurance Manager
- Client Services Manager
- Installation Team
- Software Engineers

Field Service Technicians (FSTs) located at our headquarters in Seminole, FL are also notified that a new client is being onboarded.

The preliminary project/implementation plan timeline is updated with official project team/group assignments as well as any other changes that may have resulted from contract negotiations.

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After the internal planning meeting has concluded, an introductory/project kick-off call is conducted with the County's designated project lead. The primary purpose of this call is to schedule an on-site pre-installation survey and project planning meeting, obtain the names and point of contact details for the primary project stakeholders, including IT department manager, facility escorts, materials receiver and any other project liaisons, as well as to request facility floorplans and site access/security/background check forms.

The Initiation phase concludes after the on-site site survey and project planning meeting has been scheduled and the County's record in our internal project management system is updated with all relevant information discussed and obtained during this phase.

Planning (2.0): During the planning phase, an on-site pre-installation site survey will be conducted by Smart Communications' project manager and installation team staff who thoroughly inspect the facility's architecture, existing inmate communication systems infrastructure and jail system interfaces.



The project manager records various pieces of critical information to allow for a formal project/implementation plan timeline to be drafted and presented to the County for approval. The formal project plan will contain detailed information, including but not limited to:

- **Telephone/equipment room details**:
  - Physical location(s) and dimensions
  - Cabinet or rack mount requirements
  - Electrical and surge protection requirements
  - HVAC requirements
  - Telephone demarcation point(s)
- **Wireless Access Points (WAPs)**
- **Building to building connectivity (fiber) (if applicable)**
- **Hardware quantities and installation points**:
  - Network hardware
  - SmartEvo™ ITS
  - SmartKiosk™ devices
  - SmartTablet™ devices and charging stations
  - MailGuardLegal® Cart
- **Detailed project plan/implementation timeline with Gantt Chart**
- **Main Distribution Frame (MDF) location**
- **Independent Distribution Frames (IDFs), housing units/pods and number of inmates per housing unit/pod**
- **Jail System Interfaces**:
  - Jail Management System (JMS)
  - Commissary
  - Inmate Trust Fund (ITF)
- **Preferred local electrical contractor(s)**
- **Detailed provisioned service list**:
  - SmartEvo™ ITS
  - MailGuard® and MailGuardLegal®
  - SmartVisit™ VVS
  - SmartInmate™ Electronic Messaging
  - SmartRequest™
  - SmartLaw™ Digital Law Library
  - SmartEd™ and SmartReentry™
  - SmartEntertainment™
  - Jail System Interfaces

The formal project plan will be submitted to the County's Project Lead (PL) five days after the pre-installation site survey has been completed.

Network broadband circuit delivery is subject to long delivery lead times. To expedite this process, the Network Operations Center (NOC) orders these circuits and services from Internet Service Provider(s) that will be used to support the systems to be installed immediately after the pre-installation site-survey.

Shortly after the pre-installation site survey has been conducted and the formal project plan has been submitted, the on-site project planning meeting with the County's designated staff will take place. During this

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meeting, unique facility needs will be discussed, stakeholder questions and concerns are addressed and the formal project plan/implementation plan timeline is reviewed and approved.

The Planning phase concludes with the scheduling of on-site installation and training of facility staff.

Execution (3.0): This phase consists of several tasks and subtasks, including the following:



- **Requisition of hardware from inventory and preparation**
- **Design and development of JMS, Commissary and other applicable jail system interfaces**
- **Acquisition, conversion and loading of inmate data feeds**
- **Configuration of QA testing of provisioned service applications**
- **Post installation hardware/system application QA testing**
- **Shipping of hardware to site location**
- **Creation of client user profiles and permissions in the SmartEcosystem™ Dashboard**
- **QA testing of JMS, Commissary and other applicable jail system interfaces**
- **Site installation**
- **On-site facility staff training**

The Execution phase concludes with performance of final hardware/systems testing, cut-over and turn-up.

Monitor and Control (4.0): During this phase, the 5-day Customer Acceptance period is initiated. During this time, the facility's systems are closely monitored on-site by Smart Communications' on-site staff and remotely by our NOC technicians.



The Monitor and Control phase concludes with the client's confirmation/acceptance that all technologies and services provided are functioning properly.

Project Close (5.0): During this final phase, Smart Communications will complete any outstanding action items, if applicable, and will request the client's PL contact to sign-off on the successful completion of the project. A Project Implementation Satisfaction survey will also be distributed to be completed by County staff involved with the implementation. Once the County has signed-off on the project, the record is closed in our internal project management system.



Project Milestones|

The fields associated with major milestones are shaded in light gray within each high-level, preliminary project plan/implementation schedule provided below and can be broken down into pre-installation, on-site installation and post-installation milestones, as detailed in the narrative below:

Pre-Installation Milestones|

Pre-installation milestones are achieved during both the project Initiation and Planning phases.

1. Completion of Internal Planning/Kick-off Meeting
2. Completion of Introductory/Project Kick-off Call with the County's PL and Scheduling of Pre-Installation Site Survey Planning Meeting
3. Submission of Required Site Access/Security/Background Check Forms
4. Completion of Pre-Installation Site Survey
5. Submission of Revised/Formal Project Plan/Implementation Schedule to the County's PL
6. Ordering of Network Broadband Circuitry

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7. On-site Project Planning Meeting with PL and Designated Facility Staff
8. Scheduling of Equipment Installation and Facility Staff Training

On-site Installation Milestones|
On-site installation milestones are achieved during the project Execution phase. The first set of these milestones is primarily achieved by Smart Communications' NOC, Software Engineering (SE) and Materials Procurement/Warehouse (MP) personnel and include:

1. Finalization of Network Diagram
2. Requisition of Network and Inmate Hardware from Inventory
3. Ordering of Additional, Site-Specific Materials (i.e., cable, conduit, etc.)
4. Preparation/Configuration of Network and Inmate Hardware
5. Creation of FTP Account to Support JMS, Commissary and Other Applicable Jail System Interfaces
6. Shipping and Delivery of Hardware and Additional Materials to Site

After the hardware and additional materials are delivered to the site, our NOC and SE, along with Quality Assurance (QA) and Client Services Management (CSM) personnel work towards the completion of the second set of on-site installation milestones, which include:

7. Creation of SmartEcosystem™ Dashboard Client User Profiles and Permissions
8. Acquisition, Conversion and Loading of Inmate Data Feeds
9. Quality Assurance Testing of JMS, Commissary and Other Applicable Jail System Interfaces
10. Configuration and Quality Assurance Testing of Provisioned Service Applications (i.e., SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging, SmartEd™, SmartLaw™ Digital Law Library, etc.)

While Smart Communications' NOC, SE, QA and CSM staff work towards the completion of the second set of on-site Installation milestones, our Installation Team Members (ITMs) begin the installation of the hardware and additional materials delivered to the site location.

Post-Installation Milestones|
Post-installation milestones are achieved during the project Execution, Monitor and Control, and Project Close phases and include:

1. Successful Installation of All Network and Inmate Hardware and Additional Site Materials
2. All Network and Inmate Hardware Installed is Identified, Labeled and Documented in the Site Equipment Inventory List
3. Completion of All Post-Installation Hardware/System Application Quality Assurance Tests to Verify Functionality
4. Completion of On-Site Training with Facility Staff User Groups (i.e., System Administrator, Supervisory General and Investigation Staff)
5. Completion of System(s) Cut-Over and Turn-Up
6. Initiation of 5-day Customer Acceptance Period
7. Receipt of Confirmation/Acceptance of Proper System Functionality from the County's PL

Risk Mitigation Plans|

Though standard project implementation/installation procedures are used, each project is unique and is subject to certain controllable and non-controllable risks as well as assumptions. Smart Communications has developed

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various risk mitigation plans to help ensure timely project completion, even when faced with challenges and unforeseen circumstances.

Risk Description: Equipment delivery issues (i.e., delivery delay, incorrect equipment is delivered, non-functional and/or non-conforming equipment)

Risk Type: Controllable

Risk Impact: May delay project completion timeline

Risk Mitigation Plan: Our Provisioning Manager orders the necessary equipment shortly after receipt of the Notification of Award (NOA) to ensure it is delivered at the appropriate time. If there is a delivery delay or other problem with the equipment ordered by the Provisioning Manager, we can keep the project implementation on schedule by immediately fulfilling the equipment order from surplus inventory maintained at our warehouse.

Risk Description: Site readiness issues (i.e., age and condition of facility's network infrastructure and/or wiring)

Risk Type: Controllable

Risk Impact: May delay project completion as additional technicians may be required to repair, replace or upgrade existing infrastructure and/or wiring

Risk Mitigation Plan: Shortly after contract award, our Project Manager and installation team will conduct a thorough site survey with the appropriate County staff member who can provide access to all areas throughout the facility in which network infrastructure and equipment will be deployed. During the site survey, the facility's existing network infrastructure and wiring will be inspected. If the site survey inspection reveals substantial infrastructure and wiring upgrades are needed, and such upgrades would create an unacceptable delay in project implementation, our Project Manager will arrange to subcontract these basic installation tasks to the local engineering/technical firm selected by the County. If subcontractors must be used to assist with infrastructure and wiring upgrades, such personnel will be subjected to thorough background screenings and will work in full compliance with all facility access policies and rules. All costs associated with infrastructure and wiring upgrades and the use of subcontractors are paid in full by Smart Communications at no cost to the County.

Risk Description: Training issues (i.e., facility staff scheduling/availability, classroom availability, open internet accessibility)

Risk Type: Controllable

Risk Impact: Incomplete or insufficient training can prevent County staff from effectively using and taking advantage of all features and benefits of the technologies and services being provided.

Risk Mitigation Plan: Upon award of contract, our Project Manager submits a training request to our Education and Client Services Director. Our Education and Client Services Director then assigns this request to the appropriate Instructor/Client Services team member. The Instructor/Client Services team member assigned to the training request will contact the appropriate point of contact at the County and conduct an initial interview to determine training needs. During this initial interview, the following topics will be discussed:

- Introduction and general discussion of technologies and services to be provided
- Identification of facility staff who will need to be trained in the use and operation of the technologies and services to be provided
- Establishment of facility staff user permissions and roles (staff, staff administrator, investigator and system administrator)

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As soon as the project implementation plan is finalized by the Project Manager and the system go-live/turn-up date has been established, the assigned Instructor/Client Services team member will communicate this information to the appropriate facility point of contact and set a firm on-site training date and location. To provide facility staff with the best training and transition experience possible, we recommend on-site training is scheduled for the day before or the day of the system go-live/turn-up date. This provides facility staff with the opportunity to immediately work with the systems in the facility itself. Furthermore, the Instructor/Client Services will remain on-site the day after training is conducted to provide staff with additional support.

In addition to on-site training, Client Services will provide remote, web-based training as needed. These online instructor-led training courses serve to introduce new County staff to Smart Communications' technologies and services or to refresh the knowledge base of or introduce new features to existing staff. Both on-site and remote training are available upon request at no cost throughout the contract term.

Risk Description: Implementation delay or service disruption caused by third-party network circuit/connection provider

Risk Type: Non-Controllable

Risk Impact: Like all inmate communications providers, we rely on third-party firms to provide the broadband network circuits and connection necessary for our technologies and services to operate. Implementation delays or service disruptions sometimes occur because these third-party providers, for reasons beyond our control, do not meet expected installation times or service levels.

Risk Mitigation Plan: As an experienced inmate communications systems provider, we have escalation procedures in place to resolve any issues involving broadband network circuit delivery or connection issues. If any issues arise with provisioning these network circuits/connections, it is immediately escalated to our VP of Network Operations who will work with the third-party provider to resolve the issue as soon as possible and keep the County informed of the resolution status. Broadband circuits are a critical component required for the delivery/operation of the technologies and services we provide and typically involve the longest lead times. To help ensure project completion deadlines are met, these circuits are ordered immediately after receipt of NOA.

Risk Description: Delays in integrating required data feeds from the County's jail management system (JMS), commissary providers, inmate trust fund (ITF) or other third-party system vendor

Risk Type: Non-Controllable

Risk Impact: The ability to integrate the data feeds of the County's existing JMS, Commissary, ITF or other third-party jail system into our systems is dependent on the third-party's level of cooperation, as well as requirements that may be unique to their systems.

Risk Mitigation Plan: Smart Communications has successfully interfaced our technologies and services with multiple local and nationally recognized third-party JMS, commissary, ITF and other jail system providers. With support for real-time modern SOAP and Restful Web Services, legacy flat file support including data translation and mapping tools, and over 30 years of experience, nearly any interface can be achieved by our software engineers and Network Operations Center (NOC) team. A specific team of software engineers and NOC staff will be assigned to the County. Among other things, this team will maintain a project interface log to build the design of the interface. All interfaces developed are rigorously performance tested by our in-house Quality Assurance (QA) team to ensure functionality prior to deployment.

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Preliminary Project Plan/Implementation Schedule Timeline|

Monterey County Sheriff's Office (MCSO)
Preliminary Project Plan/Implementation Schedule

WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
-	**MCSO Project Plan/Implementation Schedule Total Duration**	**45**	**10/2/23**	**12/1/23**	-
1.0	**INITIATION (Starts Immediately After Contract Execution)**	**2**	**10/2/23**	**10/3/23**	-
1.1	**Schedule and Conduct Internal Planning Meeting:**	**1**	**10/2/23**	**10/2/23**	**CSM, PM, AM**
1.1.1	*Review and discussion of project related documentation:*				"
1.1.1.1	*RFP Scope of Work, proposal and preliminary project plan/implementation schedule*				"
1.1.1.2	*Executed contract*				"
1.1.2	*Official assignment of Smart Communications project team members/groups, roles and responsibilities:*				"
1.1.2.1	*Account Manager (AM)*				"
1.1.2.2	*Client Services Manager (CSM)*				"
1.1.2.3	*Project Manager (PM)*				"
1.1.2.4	*Installation Team Members (ITMs)*				"
1.1.2.5	*Field Service Technicians (FSTs)*				"
1.1.2.6	*Software Engineers (SE)*				"
1.1.2.7	*Network Operations Center (NOC)*				"
1.1.2.8	*Quality Assurance (QA)*				"
1.1.2.9	*Materials Procurement/Warehouse (MP)*				"
1.1.2.10	*Subcontractor Staff (if applicable) (SUB)*				"
1.1.2.11	*On-site Certified Technicians (OCTs)*				"
1.1.3	*Research Local Internet Service Providers (ISPs)*				*PM*
1.1.4	*Schedule client introductory/project kick-off call with MCSO's designated Project Lead (PL)*				*CSM*
1.1.5	*Update MCSO's project record within internal project management system:*				*PM*
1.1.5.1	*MCSO Project Lead name and point of contact information*				*CSM*
1.1.5.2	*Revisions to preliminary project plan/implementation schedule based upon RFP requirements/contract execution date.*				*PM*
1.1.5.3	*Client introductory/project kick-off call date and time*				*CSM*
1.2	**Conduct Introductory/Project Kick-Off Call with MCSO's Project Lead (PL):**	**1**	**10/3/23**	**10/3/23**	**CSM, AM, PM, PL**
1.2.1	*Schedule onsite pre-installation survey and project planning meeting*				"
1.2.2	*Request client primary project stakeholder names and point of contact information:*				*CSM*
1.2.2.1	*IT Department Administrator (ITDA)*				"
1.2.2.2	*Jail Administrator (JA)*				"
1.2.2.3	*Facility Systems Administrator (FSA)*				"
1.2.2.4	*Network Administrator (NA)*				"
1.2.2.5	*Facility Escort(s) (FE)*				"
1.2.2.6	*Materials Receiver (MR)*				"
1.2.2.7	*Additional Project Liaisons (APL) (if applicable)*				"
1.2.3	*Request facility floorplans and site access/security/background check forms*				*PM*
1.3	**Update MCSO's Project Record within Internal Project Management System with Information Obtained from Introductory/Project Kick-Off Call**	**1**	**10/3/23**	**10/3/23**	**CSM, PM, AM**

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.0	PLANNING	29	10/4/23	11/13/23	-
2.1	Submit Required Site Access/Security/Background Check Forms	1	10/4/23	10/4/23	PM
2.2	Conduct Pre-installation Site Survey:	1	10/9/23	10/9/23	PM, ITM(s), FST(s), PL, FE, ITDA, NA
2.2.1	*Examination and inspection of facility architecture, existing inmate communication systems infrastructure and jail system interfaces:*				*PM, ITM(s), FST(s), ITMs, ITDA, NA, FE*
2.2.1.1	*Telephone/data equipment room details:*				*PM, ITDA, NA, FE*
2.2.1.1.1	*Physical location(s) and dimensions*				"
2.2.1.1.2	*Cabinet or rack mount requirements*				"
2.2.1.1.3	*Electrical and surge protection requirements*				"
2.2.1.1.4	*HVAC requirements*				"
2.2.1.1.5	*Telephone demarcation point(s)*				"
2.2.2	*Identify Main Distribution Frame (MDF) location*				"
2.2.3	*Identify of number of Independent Distribution Frames (IDFs), housing units/pods, number of inmates per housing unit/pod*				"
2.2.4	*Jail System Interfaces:*				"
2.2.4.1	*Jail Management System (JMS)*				"
2.2.4.2	*Commissary*				"
2.2.4.3	*Inmate Trust Fund (ITF)*				"
2.2.5	*Wireless Access Points (if applicable)*				"
2.2.5.1	*Frequency bands currently in use (to prevent interference)*				"
2.2.6	*Inspection and testing of existing telecom/network cabling*				"
2.2.7	*Identification of build to building connectivity (fiber) (if applicable)*				"
2.2.8	*Review electrical/cabling requirements and identify preferred local subcontractors (if applicable)*				"
2.2.9	*Identify new/additional hardware installation points (if applicable)*				"
2.2.10	*Update MCSO's project record within internal project management system with information obtained from pre-installation site survey*				"
2.3	Create and Remit Formal Project Plan/Implementation Schedule to MCSO's Project Lead (PL) for Initial Review:	5	10/10/23	10/16/23	PM, PL
2.3.1	*Point of contact details for MCSO's primary project stakeholders and project management/installation team staff*				*PM*
2.3.2	*Provisioned Services List:*				"
2.3.2.1	*SmartEvo™ ITS related:*				"
2.3.2.1.1	*Inbound Voicemail Exchange (VMX™)*				"
2.3.2.1.2	*Video Relay Service (VRS)*				"
2.3.2.1.3	*On-site ITS Visitation*				"
2.3.2.2	*SmartInmate™ Electronic Messaging related:*				"
2.3.2.2.1	*Text Messaging*				"
2.3.2.2.2	*Inbound Photo Delivery*				"
2.3.2.3	*MailGuard®*				"
2.3.2.4	*MailGuardLegal®*				"
2.3.2.5	*SmartVisit™ VVS:*				"
2.3.2.5.1	*Onsite video visitation*				"
2.3.2.5.2	*Remote video visitation*				"
2.3.2.5.3	*Remote video on-demand (VOD) visitation*				"
2.3.2.6	*SmartRequest™ Digital Request/Grievance/Medical Form System*				"
2.3.2.7	*SmartLaw™ Digital Law Library*				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.3.2.8	SmartEd™ and SmartReentry™				"
2.3.2.9	SmartEntertainment™				"
2.3.2.10	Automated Information System (AIS)				"
2.3.3	Jail System Interfaces:				"
2.3.3.1	Jail Management System (JMS)				"
2.3.3.2	Commissary				"
2.3.3.3	Inmate Trust Fund (ITF)				"
2.3.4	Provisioned Hardware List:				"
2.3.4.1	Network hardware quantities and installation point(s):				"
2.3.4.1.1	Firewall				"
2.3.4.1.2	Ethernet Switches				"
2.3.4.1.3	PoE Ethernet Switches				"
2.3.4.1.4	Analog/VoIP Gateway				"
2.3.4.1.5	Media Server				"
2.3.4.1.6	Uninterruptible Power Supply (UPS)				"
2.3.4.2	SmartEvo™ ITS related hardware quantities and installation points:				"
2.3.4.2.1	Inmate telephone stations (stationary) with specified cord length				"
2.3.4.2.2	Inmate telephone stations (mobile) with specified cord length				"
2.3.4.2.3	TTY/TTD devices				"
2.3.4.2.4	Inmate telephone visitation sets with specified cord length				"
2.3.4.3	SmartTablet™ hardware quantities and installation points:				"
2.3.4.3.1	Charging stations				"
2.3.4.3.2	Wireless access points (WAPs)				"
2.3.4.4	SmartKiosk™ hardware quantities and installation points:				"
2.3.4.4.1	Kiosk user type (inmate or public)				"
2.3.4.4.2	Kiosk handset type (single or dual) and cord length				"
2.3.4.4.3	Kiosk mounting type (wall, floor or pedestal)				"
2.3.4.5	MailGuardLegal® Cart quantity and delivery locations				"
2.4	**Order Network Broadband Circuits and Internet Service (includes estimated lead time for circuit delivery and installation)**	**24**	**10/11/23**	**11/13/23**	**PM, NOC**
2.5	**Conduct Onsite Project Planning Meeting with MCSO's Project Lead and Designated Stakeholders - IT Department Administrator (ITDA), Jail Administrator (JA), Facility Systems Administrator (FSA), Network Administrator (NA), Facility Escort (FE) and Additonal Project Liaisons (APL):**	**1**	**10/18/23**	**10/18/23**	**PM, CSM, AM, ITDA, JA, FSA, NA, APL, FE**
2.5.1	Introductions with review/finalization of team roles and responsibilities				"
2.5.2	Review scope, objectives and requirements of project and contract				"
2.5.3	Discuss other unique facility needs				"
2.5.4	Address client stakeholder questions and concerns				"
2.5.5	Discuss and finalize on-site routine maintenance schedule				"
2.5.6	Finalize and approve formal project plan/implementation schedule				"
2.5.7	Update MCSO's project record within internal project management system with information obtained from project planning meeting				PM, CSM
2.6	**Scheduling of On-site Installation and Training:**	**1**	**10/18/23**	**10/18/23**	**PM, CSM, PL**
2.6.1	Identification and scheduling of facility escort(s) and review of facility access policies and procedures				"
2.6.2	Identification of on-site training location				"
2.6.3	Identification and scheduling of facility staff to participate in on-site training in accordance with user groups (facility staff, staff administrator, investigators and systems administrator)				"
2.6.4	Schedule removal of existing provider's hardware				"
2.6.5	Travel arrangements/scheduling for installation team staff and instructor				PM, CSM

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.6.6	Update MCSO's project record within internal project management system with onsite installation and training information				PM
3.0	**EXECUTION**	**34**	**10/10/23**	**11/24/23**	**-**
3.1	**Network Design, Network Hardware Requistion from Inventory and Configurations:**	**4**	**10/10/23**	**10/13/23**	**NOC, SE, MP**
3.1.1	Build network diagrams				"
3.1.2	Configure system network monitoring and recording faculties				"
3.1.3	Create DNS hostname				"
3.1.4	Add network(s) to location				"
3.1.5	Verify billing address				"
3.1.6	Firewall				"
3.1.6.1	Install remote access scripts				"
3.1.6.2	Verify firewall rules				"
3.1.7	Ethernet Switches				"
3.1.8	PoE Ethernet Switches				"
3.1.9	Analog/VoIP Gateways (ITS installs only)				"
3.1.10	Media Server (VVS installs only)				"
3.1.11	WAPs				"
3.1.12	Uninterruptible Power Supply (UPS)				"
3.2	**User Hardware Requisition from Inventory and Preparation:**	**10**	**10/16/23**	**10/27/23**	**PM, SE, CSM, MP**
3.2.1	SmartEvo™ ITS hardware:				PM, MP
3.2.1.1	Inmate telephone stations (stationary)				"
3.2.1.2	Inmate telephone stations (mobile)				"
3.2.1.3	TTY/TTD devices				"
3.2.1.4	Order ITS rate and tax tables				SE
3.2.1.5	Install instructions into phones				"
3.2.1.6	Inmate telephone visitation sets				"
3.2.2	SmartKiosk™ hardware				PM, MP
3.2.3	SmartTablet™ hardware and charging stations				"
3.2.4	MailGuard® Postal Mail Elimination System Staging:				CSM
3.2.4.1	Establish client P.O. Box for inmate personal mail delivery				"
3.2.4.2	Prepare change of mailing address notice to be distributed to inmate friends, family and constituents				"
3.2.5	MailGuardLegal® hardware				PM, MP
3.2.7	Hiring and training of On-site Certified Technician (OCT)				CSM
3.3	**Design and Development of JMS, Commissary and Other Applicable Jail System Interfaces:**	**15**	**10/23/23**	**11/10/23**	**SE**
3.3.1	Create FTP Account				"
3.3.2	Send data feed requirements and request inmate data feeds (PIN, PAN, Account Balances, etc…) to appropriate vendors				"
3.4	**Ship System Hardware to Site Location/Client Materials Receiver (MR) (includes time in transit)**	**4**	**11/8/23**	**11/13/23**	**MP, MR**
3.5	**Create SmartEcosystem™ Dashboard Client User Profiles and Permissions:**	**10**	**10/23/23**	**11/3/23**	**CSM**
3.5.1	Systems Administrator				"
3.5.2	Supervisory staff				"
3.5.3	General staff				"
3.5.4	Investigative staff				"
3.6	**Inmate Data Feed Acquisition, Conversion and Loading:**	**5**	**10/30/23**	**11/3/23**	**SE, PM**
3.6.1	Scrub received inmate data received				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.6.2	Load inmate PIN, PAN, and account data into SmartEcosystem™ Dashboard				"
3.6.3	Load facility announcement and voice prompts into SmartEcosystem™ Dashboard				"
3.6.4	Test initial data received				"
3.6.5	Verify housing assignment integration				SE, PM
3.6.6	Automate data imports				SE
3.6.7	Integrate extra JMS data fields (if applicable)				"
3.7	**QA Testing of JMS, Commissary and Other Applicable Jail System Interfaces**	**5**	**11/6/23**	**11/10/23**	**SE**
3.8	**Configuration and QA Testing Provisioned Service Applications:**	**4**	**11/13/23**	**11/16/23**	**SE, CSM, NOC**
3.8.1	SmartEvo™ ITS related:				SE
3.8.1.1	Inbound Voicemail Exchange (VMX™)				"
3.8.1.2	Video Relay Service (VRS)				"
3.8.1.3	Onsite ITS Visitation				"
3.8.2	SmartInmate™ Electronic Messaging related:				"
3.8.2.1	Text Messaging				"
3.8.2.2	Inbound Photo Delivery				"
3.8.3	MailGuard®				CSM, SE
3.8.3.1	Enable MailGuard® options (i.e. locations, mailbox selection, etc...)				CSM
3.8.3.2	Establish personal mail switchover date				"
3.8.3.3	Upload change of inmate mailing address notice to facility's website				SE
3.8.4	MailGuardLegal®				"
3.8.5	SmartVisit™ VVS related:				CSM, SE, NOC
3.8.5.1	Establish user types				CSM
3.8.5.2	Collect and configure onsite and remote video visitation schedule details				CMS, SE
3.8.5.3	Configure onsite and remote video visitation firewall				NOC
3.8.6	SmartRequest™ Digital Request/Grievance/Medical Forms:				CSM, SE
3.8.6.1	Acquire and/or request/grievance/medical form materials				CSM
3.8.6.2	Develop and program SmartRequest™ form workflows/facility staff responsibilities				"
3.8.6.3	Send SmartRequest™ invitations to all applicable facility staff				"
3.8.6.4	Establish SmartRequest™ Turn-Up Date				"
3.8.7	SmartLaw™ Digital Law Library:				CSM, SE
3.8.7.1	Establish SmartLaw™ Digital Law Library Turn-Up Date				CSM
3.8.8	SmartEd™ and SmartReentry™				SE
3.8.9	SmartEntertainment™				"
3.8.10	Automated Information System (AIS)				"
3.8.11	Develop customized inmate family and friend informational brochures and signage				"
3.9	**Complete Site Installation Prerequisites:**	**5**	**11/13/23**	**11/17/23**	**PM, ITMs, FSTs, FE, SUB (if applicable)**
3.9.1	Cabling and Electrical:				"
3.9.1.1	MCSO preferred electrical contractor (if applicable)				"
3.9.1.2	MCSO preferred low voltage contractor (if applicable)				"
3.10	**Site Installation:**	**4**	**11/14/23**	**11/17/23**	**PM, ITMs, FSTs, QA, CSM, NOC, MR, ITDA, NA, FE**

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.10.1	Confirm all hardware has been received onsite				PM, ITMs, FSTs, MR
3.10.2	Conduct initial test of installed broadband circuits and internet service to verify connectivity/functionality				PM, QA, NA, ITDA
3.10.3	Install network equipment hardware and test remote access				ITMs, FSTs, QA, NA
3.10.4	Install SmartEvo™ ITS related hardware:				ITMs, FSTs
3.10.4.1	Identify ANIs				PM
3.10.5	Install inmate SmartKiosk™ devices				ITMs, FSTs
3.10.6	Install public SmartKiosk™ devices				"
3.10.7	Install, configure and test WAPs				NOC, QA
3.10.8	Install SmartTablet™ device charging stations				ITMs, FSTs
3.11	**Post Installation Hardware/System Application QA Testing:**	**3**	**11/20/23**	**11/22/23**	**PM, ITMs, FSTs, QA, CSM, SE, FE**
3.11.1	Verify SmartEvo™ ITS related hardware functionality and call/sound quality on all provisioned services:				FSTs, QA
3.11.1.1	Outgoing calls				"
3.11.1.2	On-site visitation calls (if applicable)				"
3.11.1.3	Inbound Voicemail Exchange (VMX™)				"
3.11.1.4	Video Relay Service (VRS)				"
3.11.1.5	On-site visitation calls				"
3.11.3	SmartKiosk™ and/or SmartTablet™ related:				"
3.11.3.1	Verify wired network connectivity				NOC
3.11.3.2	Verify wireless network connectivity				"
3.11.3.3	Verify device login functionality				FSTs, QA
3.11.3.4	Verify SmartVisit™ VVS functionality and call/sound/video quality				"
3.11.3.5	Verify functionality of all provisioned SmartInmate™ Electronic Messaging system features				"
3.11.3.6	Verify SmartRequest™ application functionality and routing				QA, CSM
3.11.3.7	Verify SmartLaw™ Digital Law Library functionality and accessibility				"
3.11.3.8	Verify PDF Viewer and Calendar applications functionality and accessibility				"
3.11.3.9	Confirm accessibility of facility documents (inmate handbook, PREA information, etc...)				"
3.11.3.10	Confirm device's video player is functional and facility videos are accessible				"
3.11.3.11	Verify functionality and accessibility of MailGuard® related services				"
3.11.3.12	Verify SmartEd™ and SmartReentry application functionality and accessibility (tablet devices only)				"
3.11.3.13	Verify SmartEntertainment™ functionality and sound/video quality (tablet devices only)				"
3.11.3.14	Verify commissary interface functionality				QA, SE
3.11.3.15	Verify inmate trust fund balance and debit purchase lookup functionality and accuracy				"
3.11.3.16	Verify CareerOneStop Job Search functionality and accessibility				"
3.11.4	Test MailGuardLegal® Cart functionality/performance				QA
3.11.5	Verify Automated Information System (AIS) functionality and accuracy				QA, CSM, SE
3.12	**Conduct On-site Training with Facility Staff User Groups (Systems Administrator, Supervisory Staff, General Staff, Investigation Staff):**	**1**	**11/22/23**	**11/22/23**	**CSM, Facility User Groups**
3.12.1	Distribute customized inmate family and friend informational brochures and signage				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.13	Final Hardware/Systems Testing, Cut-Over and Turn-Up:	3	11/22/23	11/24/23	PM, FSTs, CSM, QA, SE, NOC, ITDA
3.13.1	SmartEvo™ ITS related hardware and systems:				PM, ITMs, FSTs, QA, SE
3.13.1.1	Assign descriptions to housing areas/units by ANI				PM, SE
3.13.1.2	Assign devices to housing areas/units				"
3.13.2	SmartKiosk™ and/or SmartTablet™ related hardware and applications:				PM, CSM, QA, SE, NOC
3.13.2.1	Install SSH (Secure Shell) keys				SE
3.13.2.2	Disable "coming soon" screen				"
3.13.2.3	Remote restart all devices				NOC
3.13.2.4	Distribute SmartTablet™ devices to inmates				PM, CSM
3.13.2.5	SmartInmate™ Electronic Messaging related systems				SE, QA
3.13.2.6	MailGuard®				QA, CSM
3.13.2.6.1	Update facility website to indicate MailGuard® is active				CSM, ITDA
3.13.2.7	MailGuardLegal®				QA, CSM
3.13.2.8	SmartVisit™ VVS related systems				"
3.13.2.9	SmartRequest™ Digital Request/Grievance/Medical Form system				"
3.13.2.10	SmartLaw™ Digital Law Library				"
3.13.2.11	SmartEd™ and SmartReentry™				"
3.13.2.12	SmartEntertainment™				"
3.13.2.13	Deposit kiosk related systems				"
4.0	MONITOR AND CONTROL	5	11/24/23	11/30/23	-
4.1	Initiate 5-day Customer Acceptance Period	5	11/24/23	11/30/23	PM, QA, CSM, NOC, PL, Facility User Groups
4.2	Remote and on-site systems monitoring and diagnostics	5	11/30/23	11/30/23	NOC
	PROJECT CLOSE	1	12/1/23	12/1/23	-
5.1	Complete any outstanding action items (if applicable)	1	12/1/23	12/1/23	PM
5.2	MCSO Project Leader (PL) project completion sign-off	1	12/1/23	12/1/23	PM, PL
5.3	Distribution of project implementation satisfaction survey	1	12/1/23	12/1/23	CSM, PM, PL
5.4	Close out MCSO's project record within internal project management system	1	12/1/23	12/1/23	PM, CSM

8.2.3.3 Training – Post-Implementation and Ongoing

RESPONSE: All technologies and services provided by Smart Communications include comprehensive initial on-site training at ***no cost***. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

ON-SITE TRAINING OVERVIEW		
Course Module	**Topics**	**Access Level Focus**
Introduction/Overview	• Accessing and navigating the system • Logging in, logging out and changing passwords • Accessing online help	Staff

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	• Contacting Technical Support	
County User Administration	• Creating user accounts • Assigning and administering permissions • Requests and Grievances • Inmate documents and video upload • User management report features • Auditing and activity tracking	Staff Administrator
Inmate Administration	• Adding and changing inmate accounts/PINS • Suspending/deactivating inmate accounts/PINs • Adding/editing device access based on location • Generating standard and custom reports • Inmate administration reports	Staff Administrator
Investigation/Monitoring	• Live call monitoring and playback • Monitoring inmate application use • Recognizing trends in inmate activity • Adding and sharing notes • Setting up system alerts • Running CDR analyses • Transferring CDR, audio, video and text data to disk	Investigator
System Administration	• Time-saving tips and tricks • System maintenance and upgrades • Reporting an issue/creating a trouble ticket • Issue prioritization and escalation levels • Issue response and resolution times	System Administrator

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training. These online instructor-led training courses serve to introduce new County staff to Smart Communications' technologies and services or to refresh the knowledge base of/introduce new features to existing staff. Both on-site and remote training are available upon request at ***no cost*** throughout the contract term.

8.2.3.4 Service and Maintenance Support - Post-Implementation and Ongoing

RESPONSE: Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at ***no cost***.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager (Jerome Anderson)
- Network Operations Center (NOC)
- Technical Support Center (TSC)

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Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

For complete details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

8.2.3.5 Management and Maintenance Reports

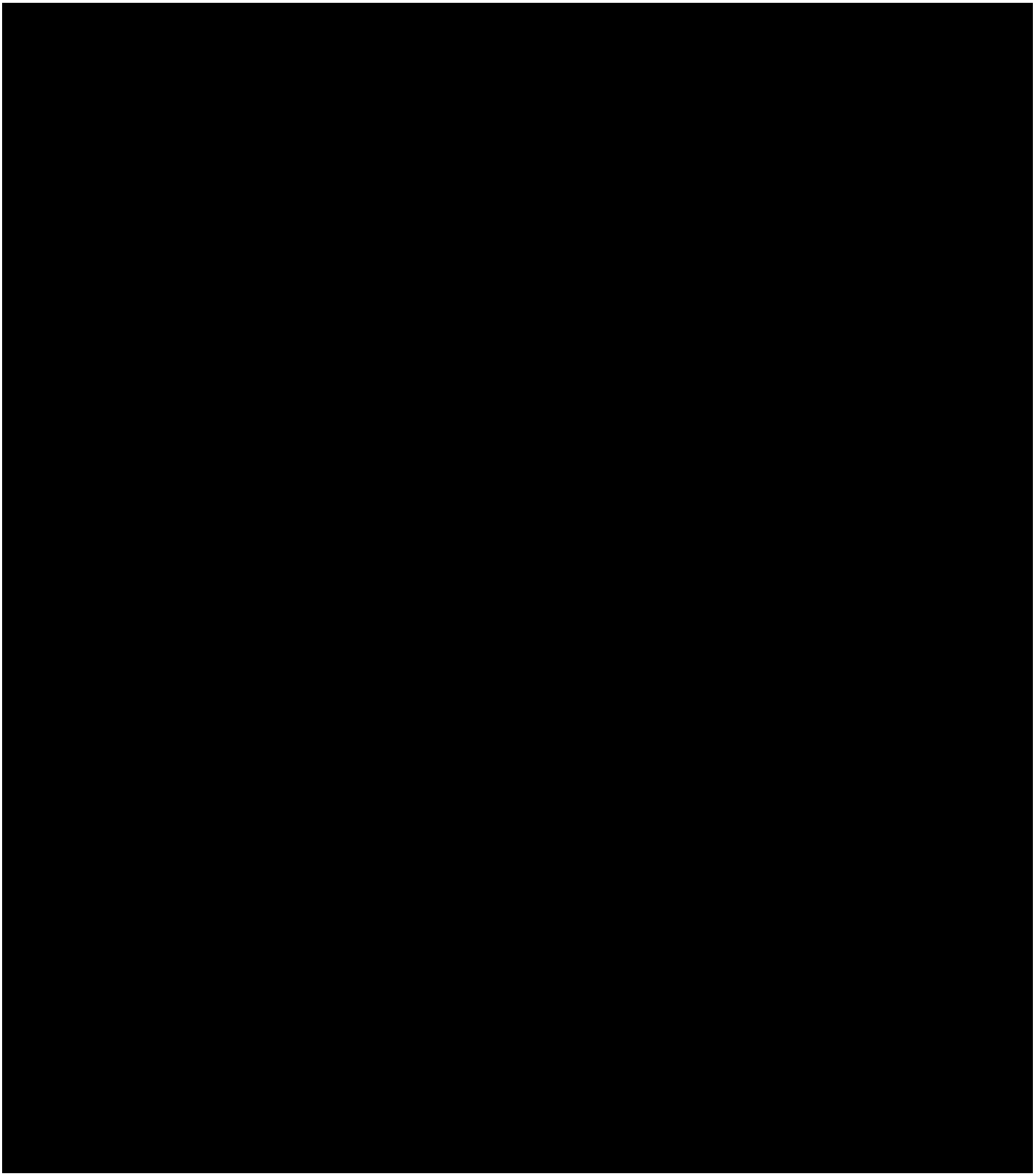
RESPONSE: All Smart Communications' inmate communication services are administered via the SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard's unified and fully integrated design provides authorized facility users with access to all inmate communication service monitoring, reporting, data sharing and investigative tools in one place, with a single login. Authorized users can use any PC with a modern browser and active Internet connection to access and utilize the SmartEcosystem™ Dashboard.

SmartEcosystem™ Dashboard Main Menu|



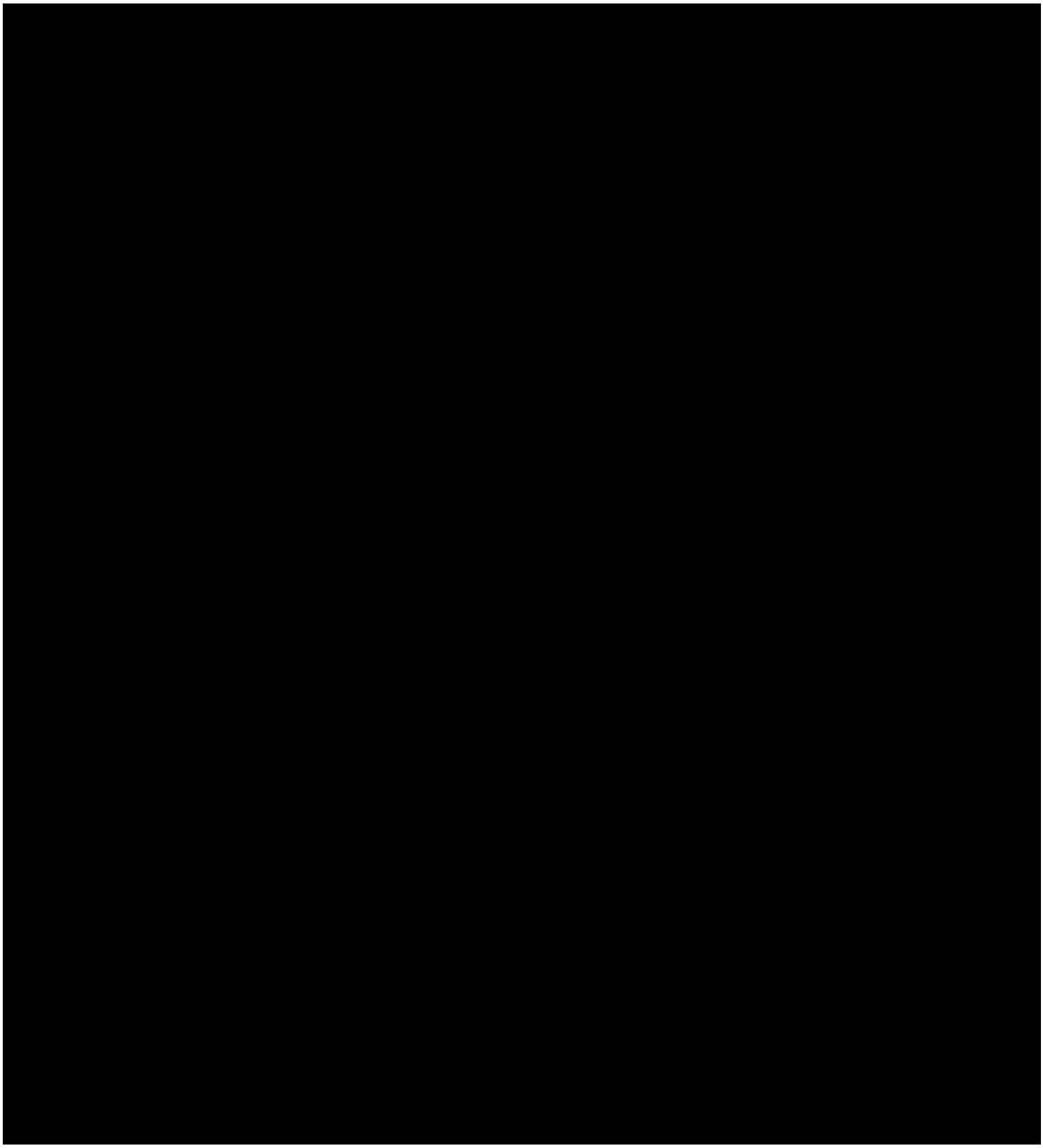
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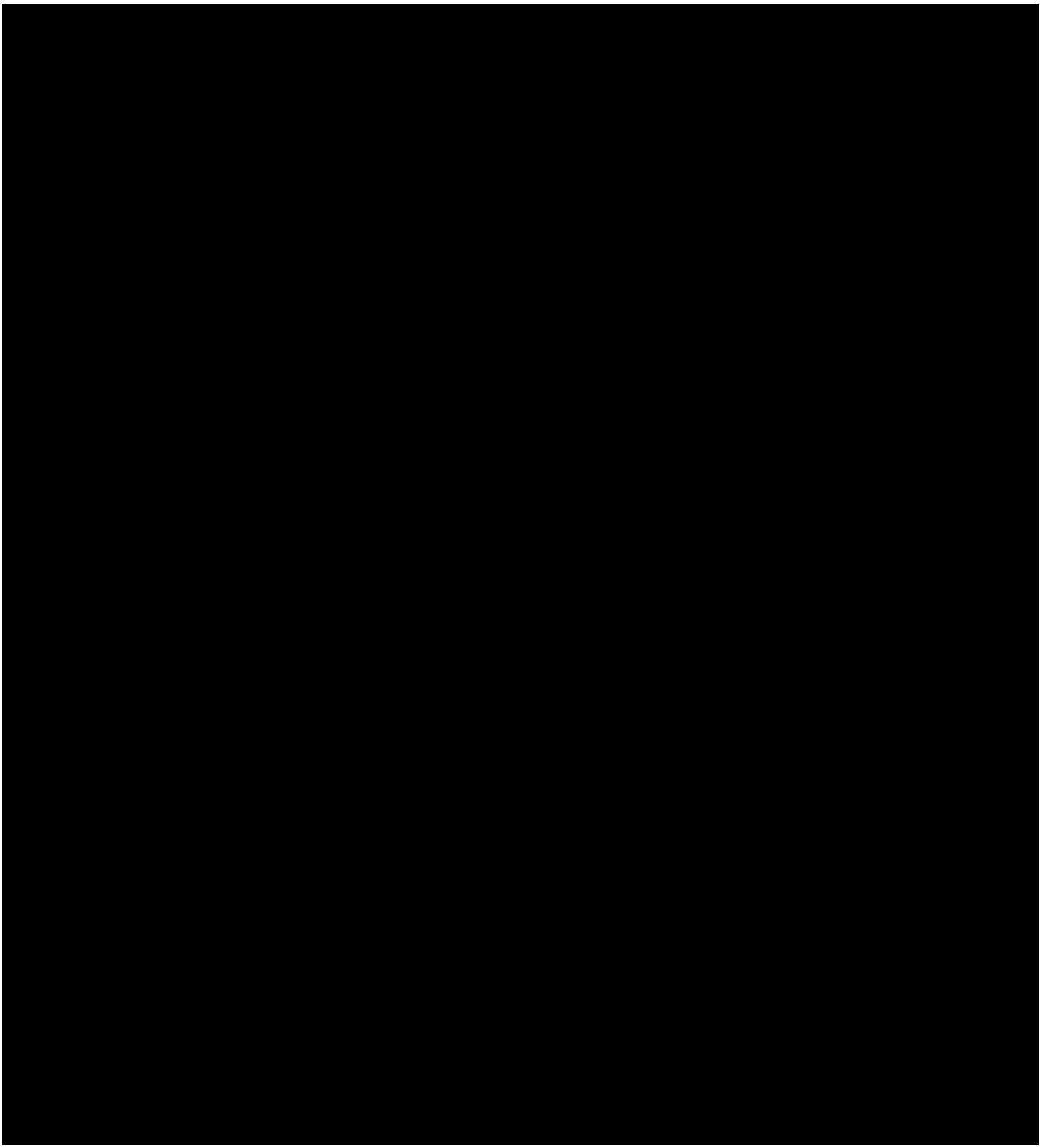
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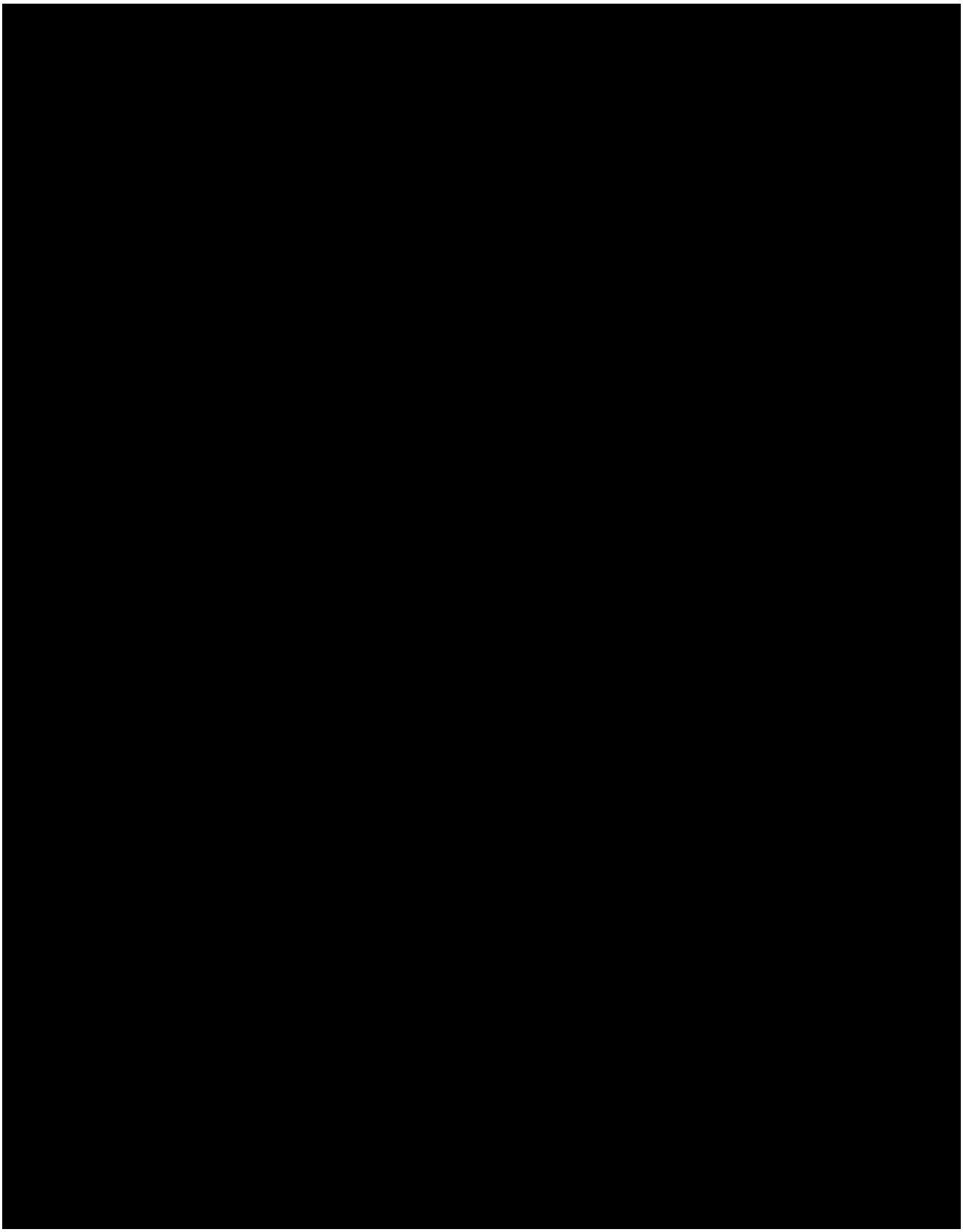
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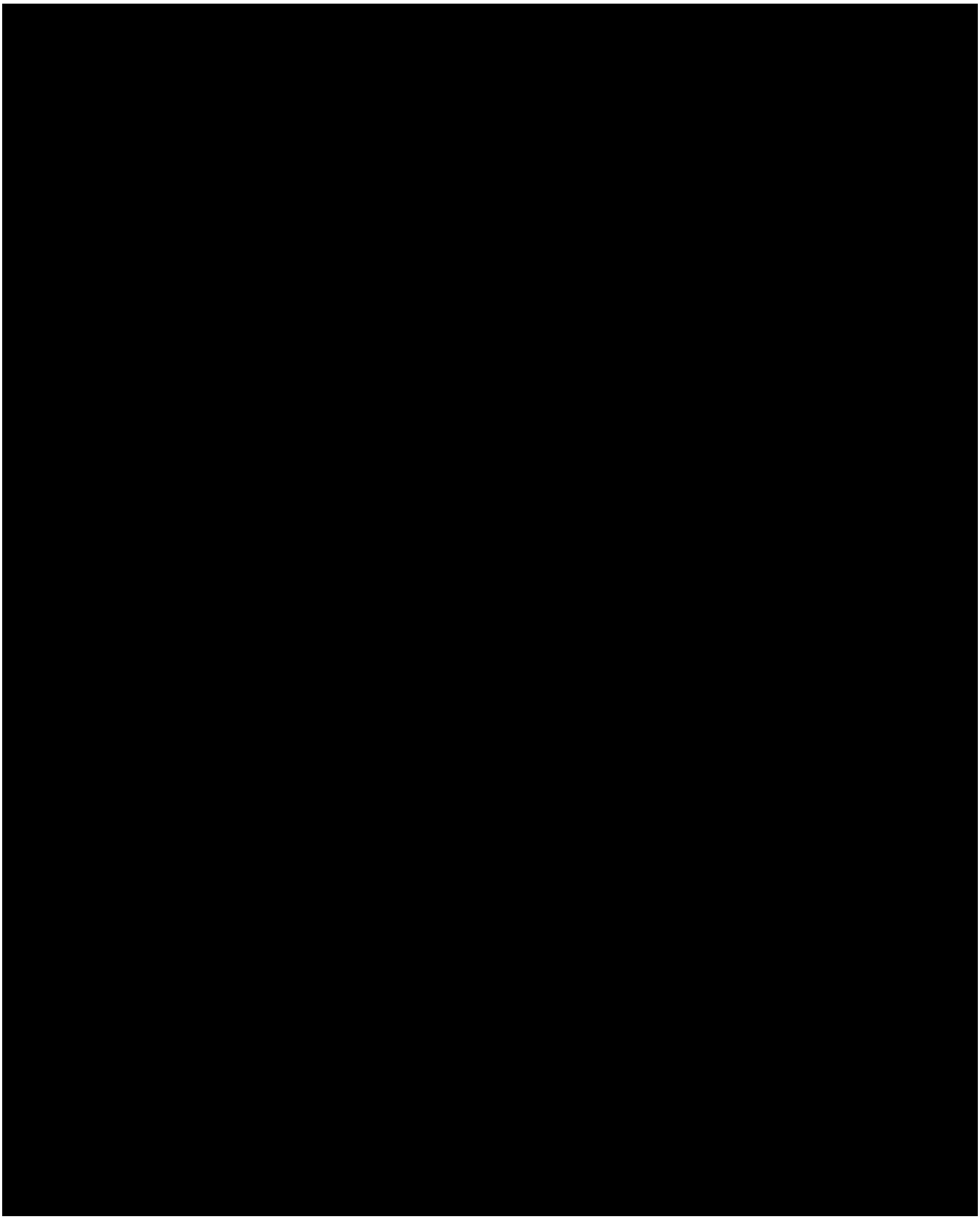
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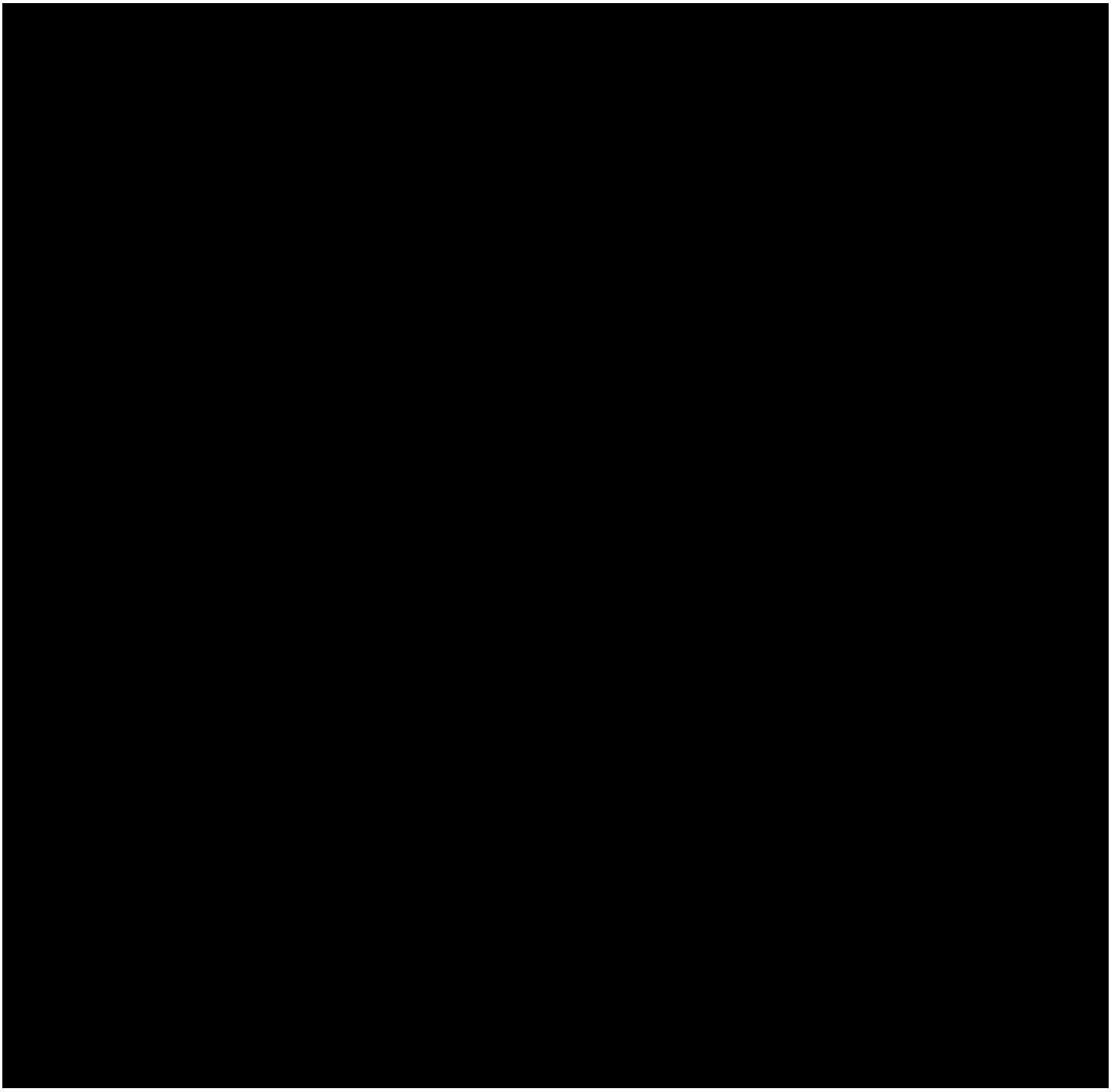
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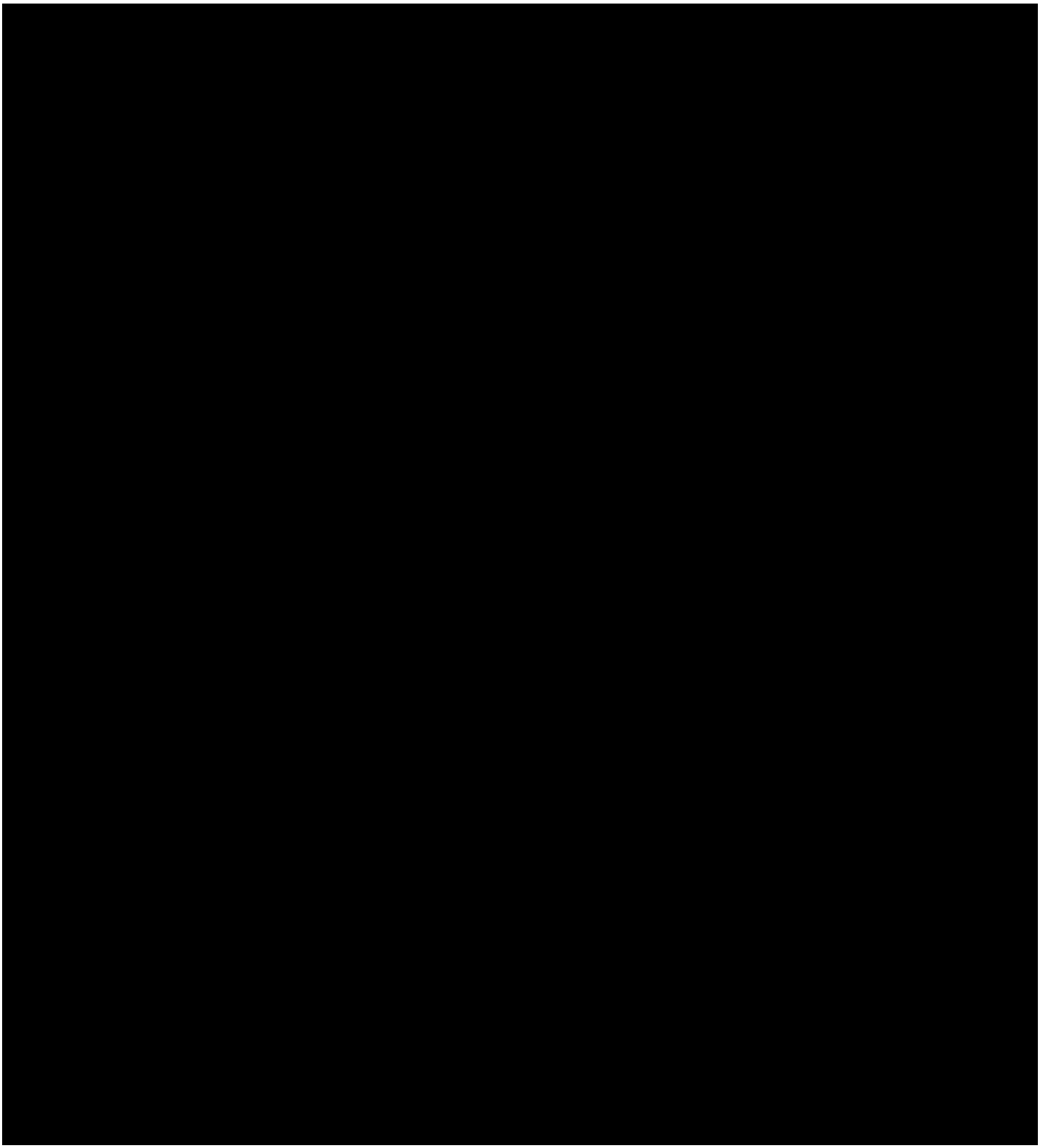
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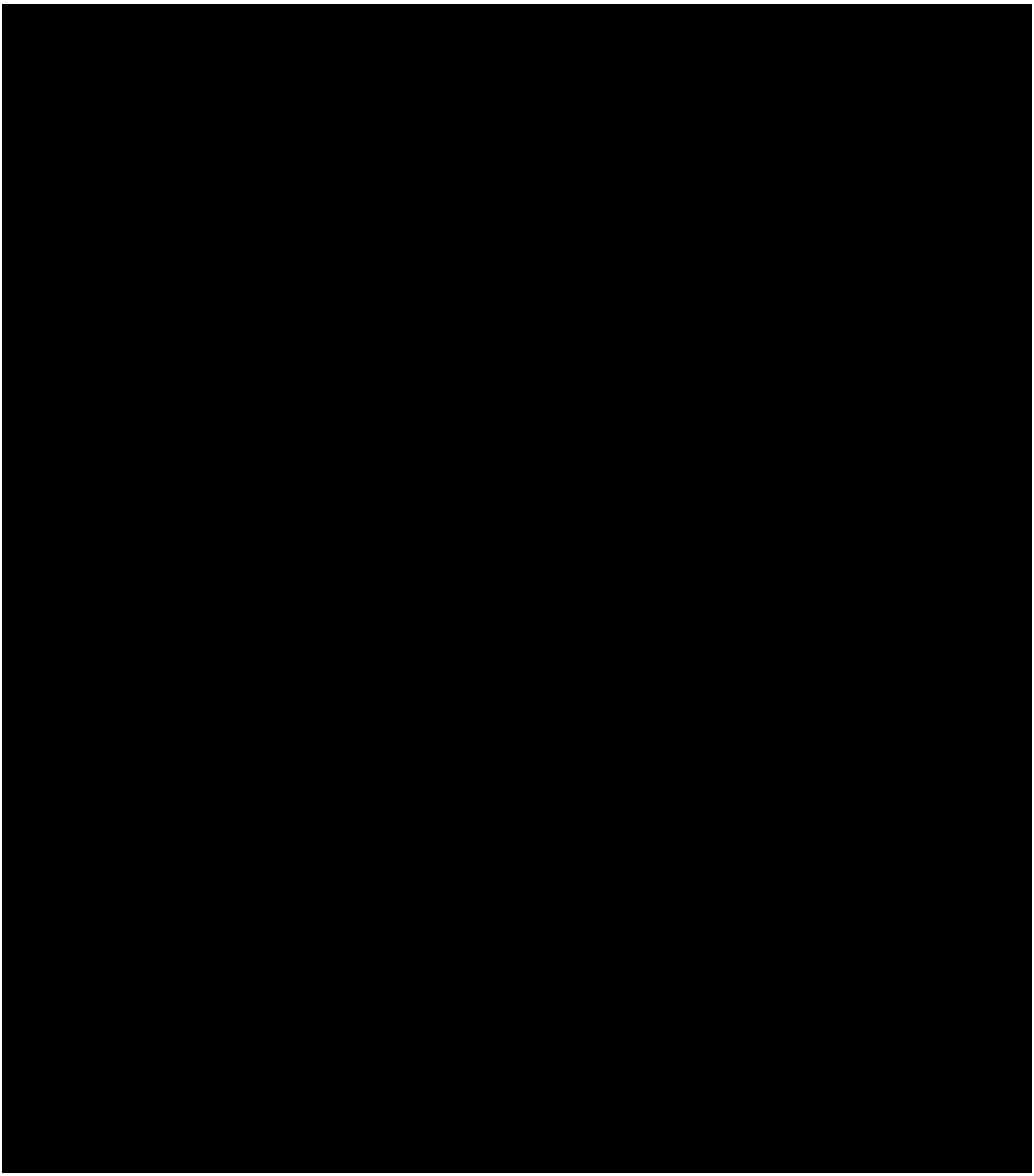
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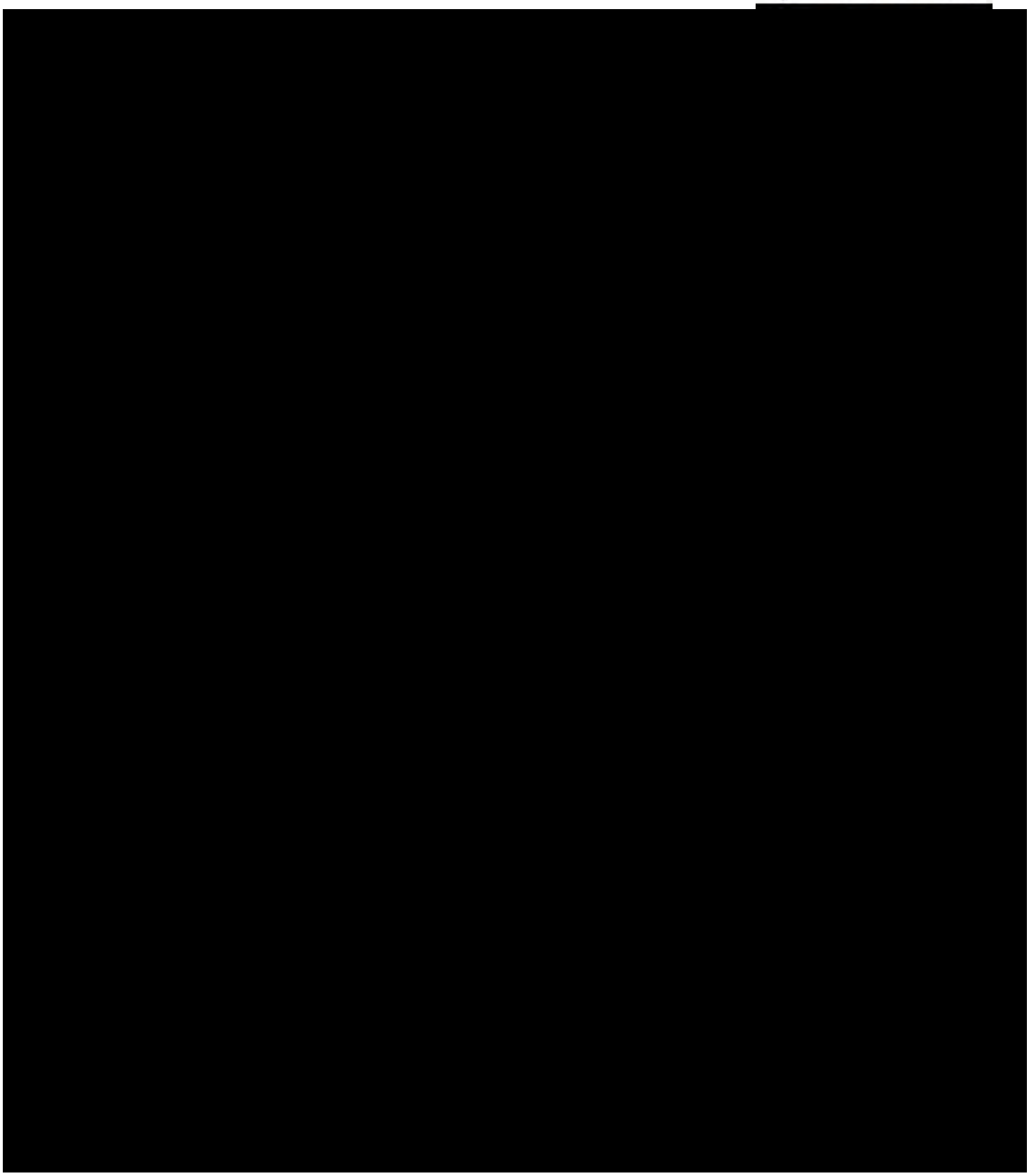
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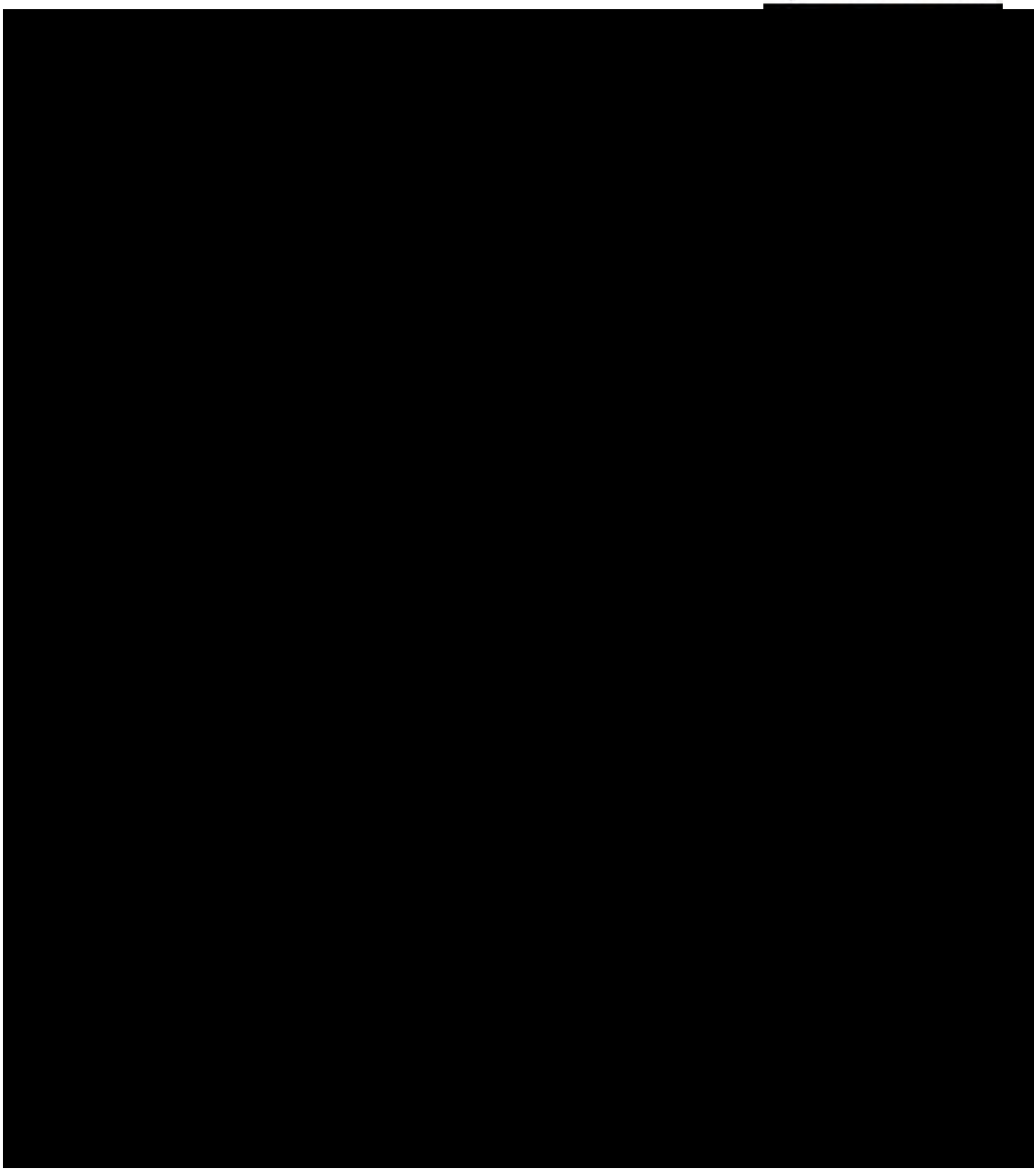
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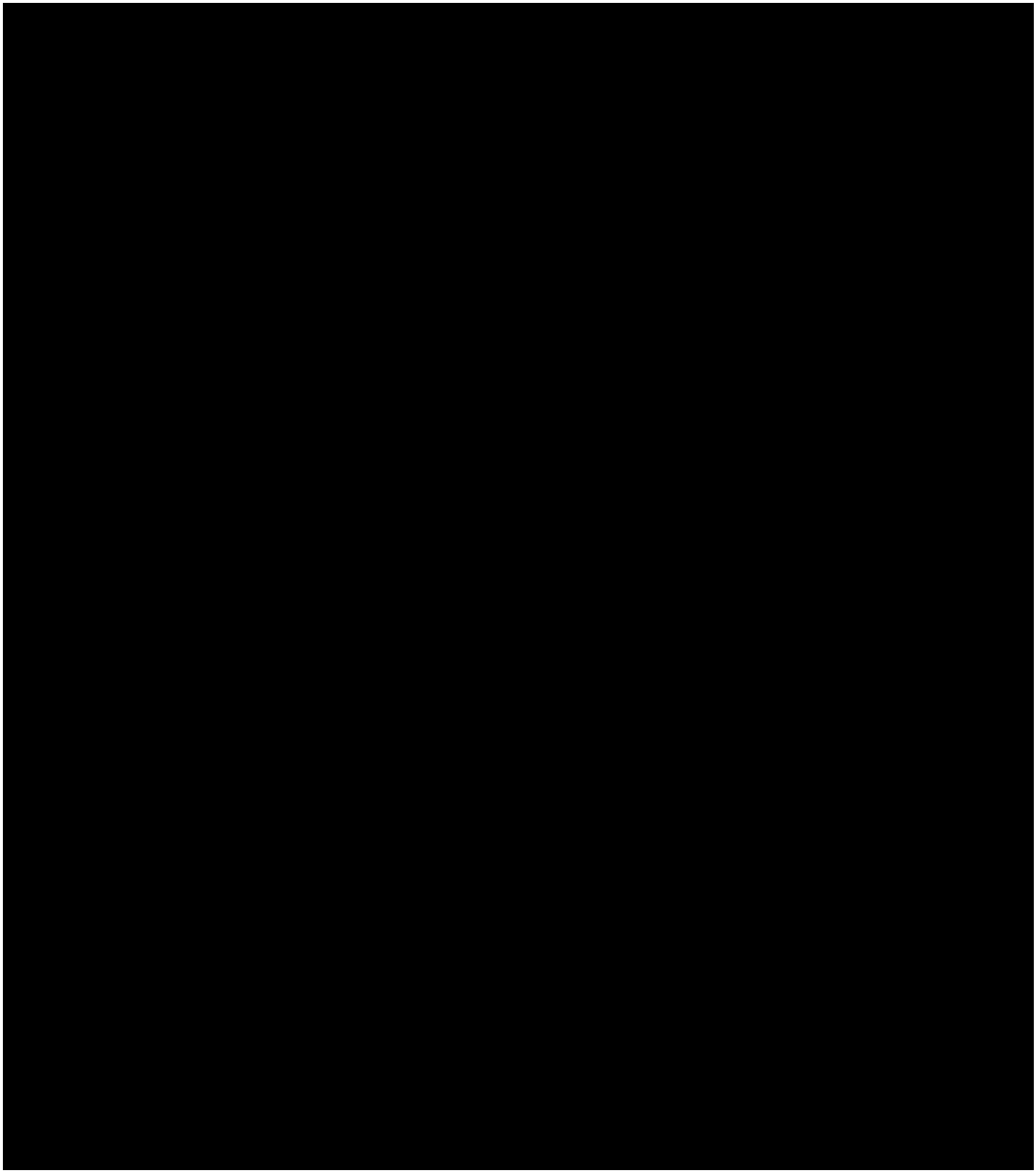
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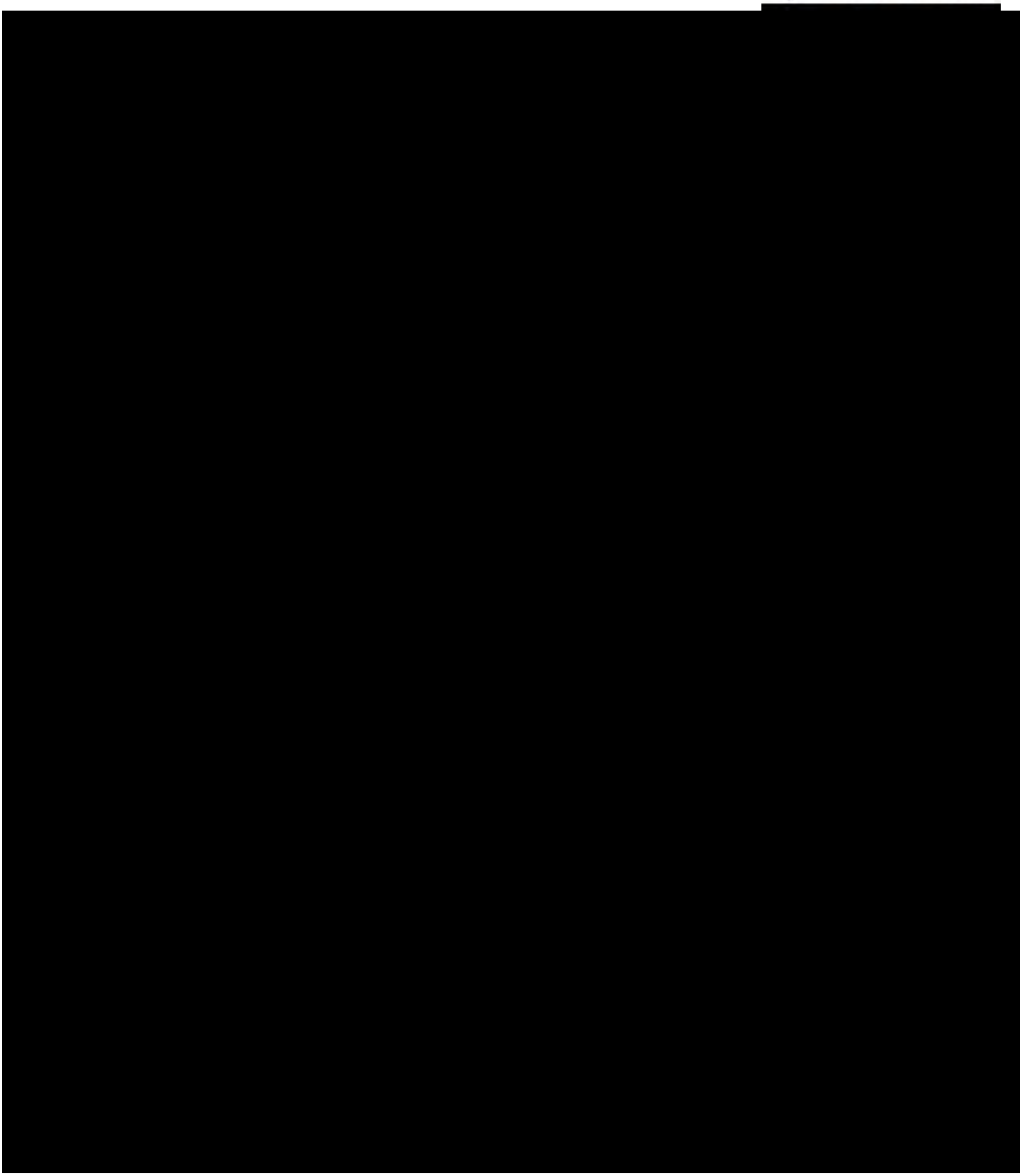
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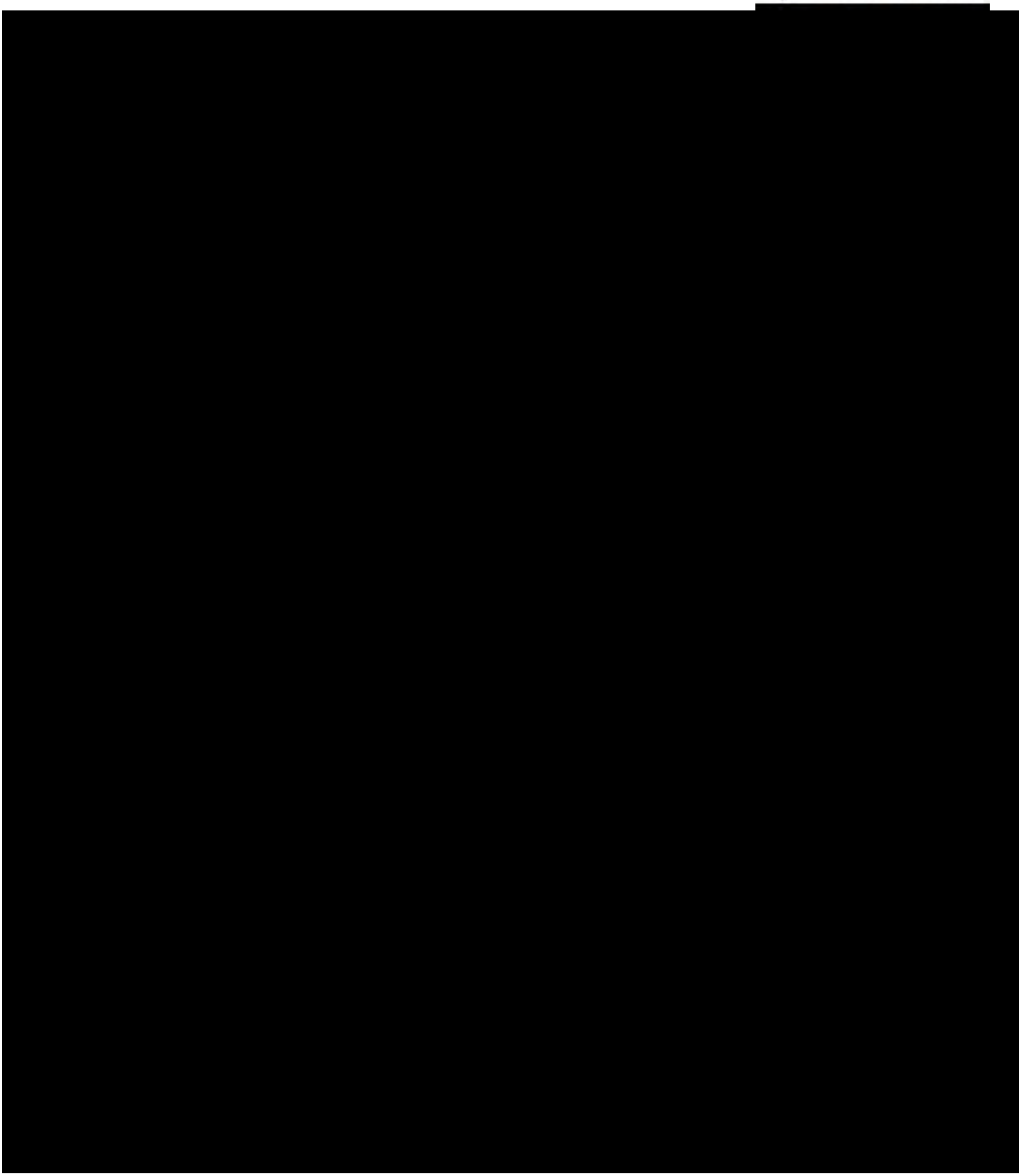
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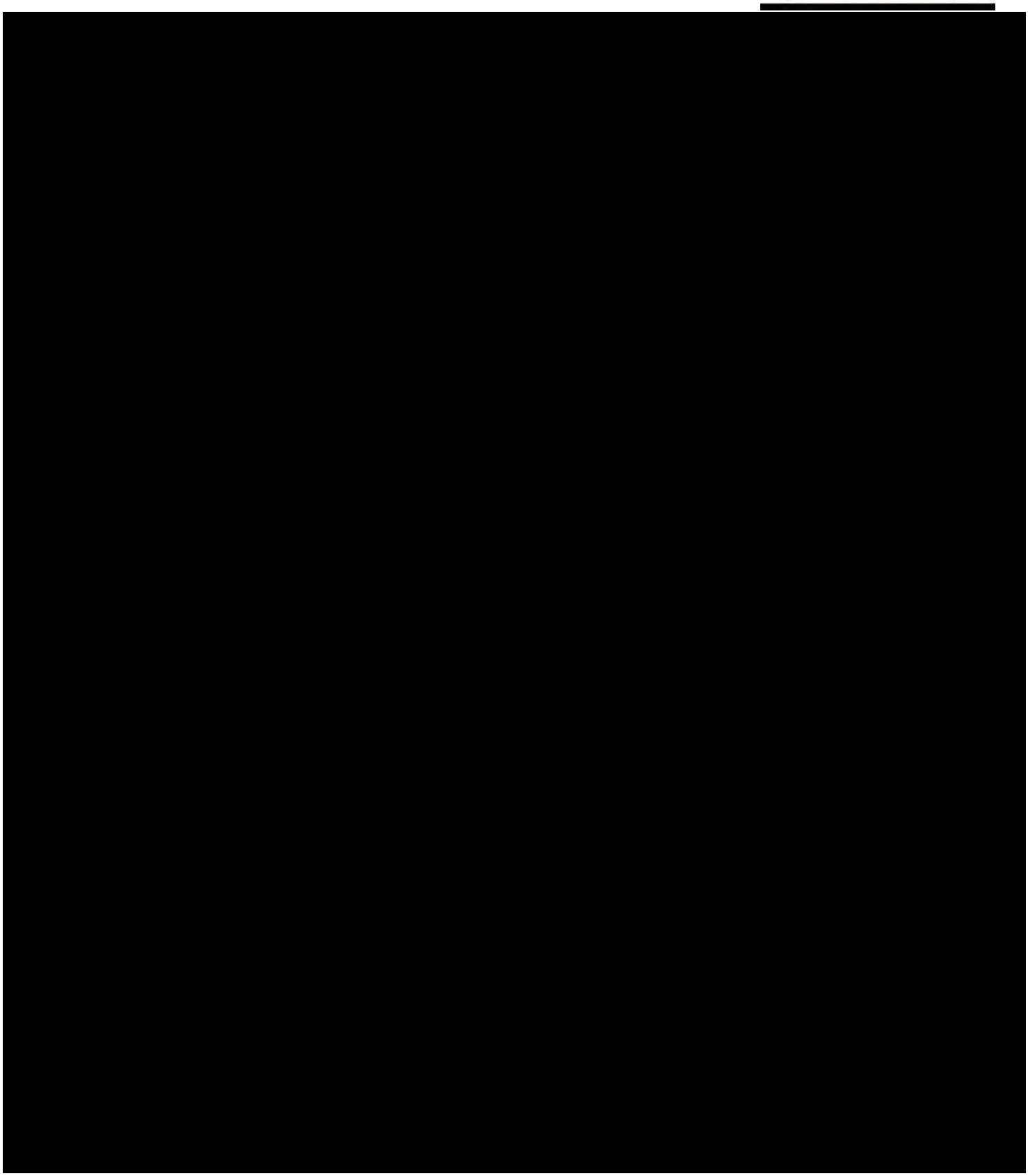
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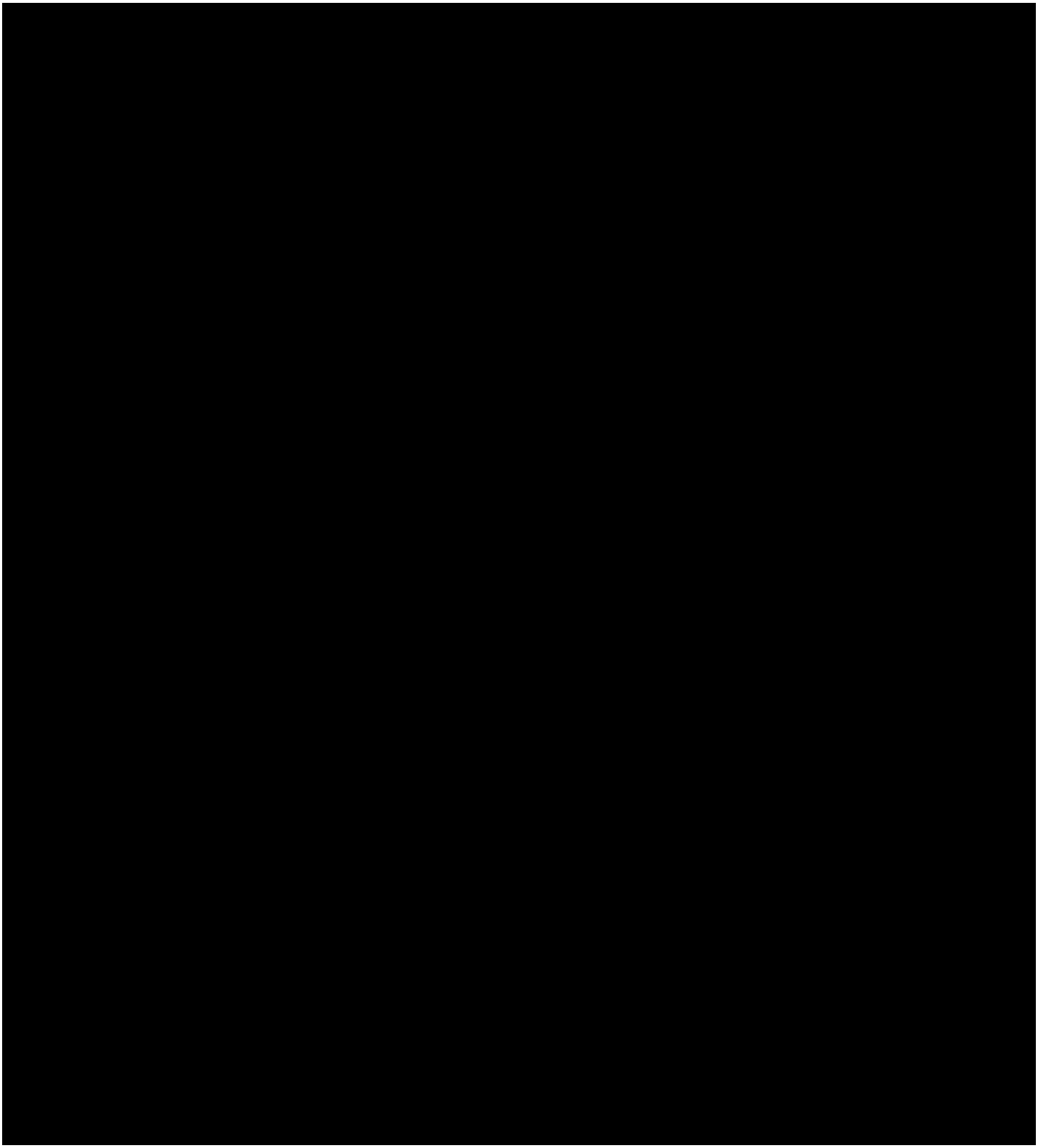
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5.0 SCOPE OF WORK

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract price. However, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

RESPONSE: We anticipate that Smart Communications employees will perform 100% of work tasks for the County and 0% will be performed by subcontractors.

SCOPE OF WORK includes, but is not limited to, the following:

5.1. Telephone System for Incarcerated Individuals and Youth

5.1.1. General Requirements

5.1.1.1. Contractor shall be responsible for the billing and collection of all completed Incarcerated Individuals/Youth Collect, Prepaid, and Debit calls in accordance with current FCC and CPUC approved tariff rates.

RESPONSE: Acknowledged and agreed.

5.1.1.2. Contractor shall provide capability for Collect, Prepaid, and Debit calls.

RESPONSE: Confirmed. Smart Communications offers a variety of calling account and payment options to help inmates stay in touch with their family and friends. Our SmartEvo™ ITS supports the following calling account/payment options: Traditional Collect, Prepaid Collect, PIN Debit and Direct Bill. The SmartEvo™ ITS can also be programmed to provide the called party with immediate access to a live, Customer Care Center representative to assist with account setup when an inmate attempts their first call.

Traditional Collect
Depending on the family or friend's local telephone service provider, they may be eligible to pay for collect calls from inmates. Collect call attempts are authenticated using real-time LIDB validation to determine if the call can be billed by the called party's local telephone service provider. If collect calls can be billed, their charges will appear on the called party's telephone bill. If a collect call is rejected by the validation process or has exceeded the monthly collect call threshold, the called party has the option of setting up a Prepaid Collect account.

Prepaid Collect and PIN Debit
Prepaid Collect (PPC) is the best solution if an inmate's family or friend cannot receive collect calls or wants to control how much they spend on receiving inmate phone calls. Funds deposited into a PPC account allow family or friends to pay for collect phone calls they receive from an inmate in advance.

PIN Debit is an inmate-owned prepaid phone account. A PIN Debit account allows an inmate to pay for phone calls they make in advance so there is no cost to the called party. Funds may be deposited into a PIN Debit account by inmates' family members or friends, or by an inmate initiating a commissary account funds transfer.

Unlike a PPC account, a PIN Debit account is owned by the inmate and is therefore not restricted to calling the telephone numbers specified by a family member or friend. PIN Debit account funds may be used by inmates to pay for calls to any County-approved telephone number they choose.

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Public users can make PPC or PIN Debit account deposits in the following ways:

- Customer Care Center (Live Operators): 888-843-1972
- Interactive Voice Response (IVR): 888-843-1972
- Online: www.SmartInmate.com
- On-site deposit kiosk (if installed)
- Western Union or money order

Direct Bill

Direct Bill is an option designed specifically for customers such as bail bondsmen and other organizations that typically don't accept credit card payments. An organization interested in setting up a Direct Bill account may do so by contacting our Customer Care Center at 888-843-1972.

5.1.1.3. Contractor shall generate and process Personal Identification Numbers (PINs) within the next best real-time (less than 2 minutes) to update system for Incarcerated Individuals/Youth to begin making calls. Contractor shall describe its PIN generation and processing and include length of time to generate or obtain a PIN.

RESPONSE: Confirmed. The use of Personal Identification Numbers (PINs) is an integral part of the proposed SmartEvo™ ITS. A unique PIN is assigned to each inmate, linking the inmate to a telephone account allowing them to make telephone calls. The PIN is created in real time at the time of booking and is disabled at the time of discharge.

The inmate's PIN must be keyed in by the inmate at the beginning of each telephone call. The PIN identifies the inmate making the call, allowing investigators to track calls made by the inmate. All PINs are logged for the purpose of tracking, regardless of whether a call was monitored or recorded.

The County can choose one of the following three primary modes of PIN operation to a single phone or group of phones in a facility:

1. **Open PIN**: An "*Open PIN*" has no inmate-specific calling restrictions. Calls made by an inmate with an "*Open PIN*" are regulated only by global restrictions that apply to all inmate calls (e.g., blocked numbers, maximum call duration, etc.). For example, an "*Open PIN*" allows the inmate to call any number other than those globally blocked for all inmates. In this case, the PIN serves to identify the inmate caller for investigative and other purposes.
2. **Restricted PIN**: A "*Restricted PIN*" has inmate-specific restrictions assigned. Personal restrictions that can be assigned include personal allowed numbers (PANs) and personal blocked numbers. At the County's discretion, an inmate's personal restrictions can over-ride certain global restrictions.
3. **Closed PIN**: A "*Closed PIN*" is one that is suspended or deactivated for disciplinary or other reasons. The "*PIN Lock-Out*" feature of the SmartEvo™ ITS is used to block the inmate from making calls for a specified period of time, after which the system automatically reactivates the PIN. During the lock-out period, the system will not process a call attempt initiated with the suspended PIN. A deactivated PIN will remain deactivated until the specified reactivation date or manually reactivated by authorized staff.

The SmartEvo™ ITS provides a flexible suite to facilitate interfacing with third party systems such as JMS, OMS and inmate trust applications. With support for real-time modern SOAP and Restful Web Services, legacy flat file support, including data translation and mapping tools, and over 30 years of experience, nearly any interface can

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be achieved by our Network Operations Center (NOC) team. The SmartEvo™ ITS can be interfaced at multiple points in your daily workflow and allow automatic updates of the following:

- Automatic PIN Phone account creation during the booking process
- PIN Enable and Disable for release to court or other temporary inmate transfers
- Automatic housing relocation tracking
- Instant PIN Phone account deposits and credits

5.1.1.4. Contractor shall have the capability to allow an Authorized Call list or Personal Allowed Number (PAN) list that the Sheriff's Office and Probation Department, at its discretion, will have the flexibility of adding or deleting numbers with no minimums or maximums.

RESPONSE: The SmartEvo™ ITS can be configured to support various methods for the creation and management of inmate Personal Allowed Number (PAN) lists. All PAN list changes are reflected in the system in real time.

1. **Automatic PAN**: The first "***X***" quantity of telephone numbers called, as defined by the County, are automatically added to an inmate's PAN list. This PAN management method is popular as an inmate's PAN list is created on-the-fly, without the involvement of facility staff, thus allowing inmates to connect with their loved ones and legal counsel immediately.
2. **Inmate Managed PAN**: Allows inmates to manage all aspects of their PAN list, such as:
   - Adding a new telephone number
   - Reviewing new telephone number authorization status and all authorized numbers
   - Identifying their relationship with the party associated with the telephone number (i.e., mother, father, significant other, etc.)
   - Removing an existing telephone number
3. **Batch PAN Import**: A customized solution that allows for pre-existing and new inmate PAN lists with associated relationship details to be imported/mapped into the SmartEvo™ ITS without staff involvement.
4. **Facility Staff Manual PAN Entry**: Authorized facility staff receive and manually enter the telephone numbers inmates wish to add to their PAN lists. This method reduces the potential for harassment as facility staff are provided with an opportunity to vet each number before an inmate can place a call.





Regardless of which PAN list management method is used, authorized staff can add or remove telephone numbers in an inmate's PAN list at any time, and associate telephone numbers with specific inmate Personal

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Identification Numbers (PINs) via the SmartEcosystem™ Dashboard. Additionally, the SmartEvo™ ITS provides the called party with options to accept or reject the current call, or block all future calls to their number during the call setup process. If the called party rejects the call, the inmate will be informed of the reason. After a pre-defined number of rejected call attempts, the SmartEvo™ ITS will prevent future call attempts to the number.

The phone type (landline or cellular) associated with a called party's telephone number is automatically recorded in the SmartEcosystem™ Dashboard via our Line Information Database (LIDB) interface.

The SmartEvo™ ITS can be configured to allow or disallow attorney telephone numbers to be counted in an inmate's PAN list.

5.1.1.5. The Sheriff's Office and Probation Department will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls. Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no- answers, etc.).

RESPONSE: Acknowledged and agreed.

5.1.1.6. Contractor shall provide two complete (2) System Administrative Console or Workstations onsite for the Sheriff's Office and two (2) complete System Administrative Consoles or Workstations onsite for the Probation Department at no charge. Each Workstation shall include a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.

RESPONSE: Acknowledged and agreed.

5.1.1.7. The Workstations shall include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers. Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of Incarcerated Individuals/Youth calls. Contractor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the Incarcerated Individual and Youth Telephone System.

RESPONSE: Acknowledged and agreed.

5.1.1.8. At the request of the Sheriff's Office and/or Probation Department, Contractor shall replace any or all Workstation-related components to be received no more than ten (10) calendar days, should equipment be determined by the Sheriff's Office and/or Probation Department as outdated and/or inefficient.

RESPONSE: Acknowledged and agreed.

5.1.1.9. Contractor shall be responsible for paying for and installing any additional physical plant requirements for the Incarcerated Individual and Youth Telephone System (power, security, data, cabling, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.1.10. Contractor shall be responsible for obtaining, developing, and implementing the interface requirements (i.e., with Jail Management System, Commissary) required to implement the telephone system and associated services (i.e., PINs, Debit, Interactive Voice Response, etc.). Contractor shall bear all costs of

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required interface(s). Contractor shall be responsible for any and all costs incurred in conjunction with the implementation of the Telephone System, Services, and Features.

RESPONSE: Confirmed. The Smart Communications' technologies, services and SmartEcosystem™ Dashboard feature flexible architecture that is designed to accept various data formats, allowing them to easily interface with JMS, Commissary, Inmate Accounting and other Jail systems the County currently uses. These interfaces provide tremendous value as they automate information flow, ensuring data remains consistent between systems, while simultaneously reducing staff data entry burden.

Interfaces will specifically be established to allow individuals to purchase pre-paid telephone time for inmates to use on the SmartEvo™ ITS. Information received from third party vendors on purchased debit calling time will be credited and applied to the inmate's account when used. Additionally, the interface will provide a standard mechanism which will allow unused prepaid ITS funds to be transferred to the inmate's trust account upon release.

All interfaces will be translated, mapped and established by Smart Communications' Engineering team during project implementation at ***no cost*** to the County.

5.1.1.11. Provide a detailed Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the Request for Proposal preceding and/or following a natural or human-induced disaster.

RESPONSE: Acknowledged. Please refer to ***Section 2***, ***#8.2.2.4 Disaster Recovery Plan*** for details.

5.1.1.12. At no cost to Sheriff's Office and Probation Department, Contractor shall move or remove telephones, as well as install additional telephones and monitoring and recording equipment as needed.

RESPONSE: Acknowledged and agreed.

5.1.2. System Requirements

5.1.2.1. Contractor's system must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC- based networks, mainframes, or other platforms, providing secure anytime, anywhere access. Contractor shall be responsible for any interface costs or upgrades with the Commissary and Jail Management Systems, and any other costs incurred in conjunction with implementing the system and its features.

RESPONSE: Acknowledged and agreed.

5.1.2.2. Contractor's system shall permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for Incarcerated Individuals/Youth use for the purpose of placing phone calls through this system. The Telephone System shall provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, and Debit) and Call Type (local, intra-LATA,

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inter-LATA, Interstate, International). Contractor's automated operator telephone system shall also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.

RESPONSE: Confirmed. Smart Communications' SmartEvo™ ITS supports outgoing local, domestic and international call capabilities for inmates to stay in touch with their family and friends using a variety of payment methods. The SmartEvo™ ITS processes all calls in the same manner regardless of call type or payment method. All calls originating at the facility are processed with an automated operator with no need for any assistance from a third-party. All calls are subject to the same restrictions and functions, including monitoring, recording and on-site reporting.



5.1.2.3. Post-Dial delay shall not exceed 15 seconds, and billing shall start after voice recognition has been verified and the called party has accepted the call.

RESPONSE: Acknowledged and agreed.

5.1.2.4. The system shall have the ability to provide, print, download and e- mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN/PAN, phone, number dialed, time/date, duration, call type, call status, etc., by Sheriff's Office and Probation Department staff.

RESPONSE: Acknowledged and agreed.

5.1.2.5. The system shall have the capability of reverse lookup of phone numbers called to provide call detail. Provide a detailed description of your reverse lookup capability.

RESPONSE: Confirmed. Smart Communications tracks all caller and recipient information in our database. Authorized staff can view statistics and generate a variety of reports with this data to show common connections, shared connections, common callers and other details regarding call activity via the SmartEcosystem™ Dashboard.

To further aid in investigations, the SmartEcosystem™ Dashboard also includes a "best known name and address" feature, which can query internal client databases to locate the "best known name and address" associated with the phone number called by an inmate. If located, the address will be displayed on a map. The call details associated with the calls can be viewed from the same screen.

5.1.2.6. The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.

RESPONSE: Confirmed. The technologies, services and networks deployed by Smart Communications are maintained by our in-house Network Operations Center (NOC). Our NOC remotely monitors network health, security and other factors that impact network performance 24/7/365 to ensure 99.9% uptime. Proactive monitoring allows our NOC to anticipate and identify potential sources of service degradation or interruption before they become a problem. If an issue is anticipated or has been identified, our experienced NOC personnel take immediate corrective action. If our NOC is unable to resolve the issue remotely, the facility will be notified.

5.1.2.7. The system shall provide full Key Word Search feature that maintains a high level of accuracy (no less than 75% accuracy) as well as adaptability for new updates. The feature shall also automatically transcribe flagged calls and transcribe all other calls including calls on demand using "key word" and "key phrase words" search. Describe in detail your key word and key phrase words search feature, its accuracy, and its capabilities

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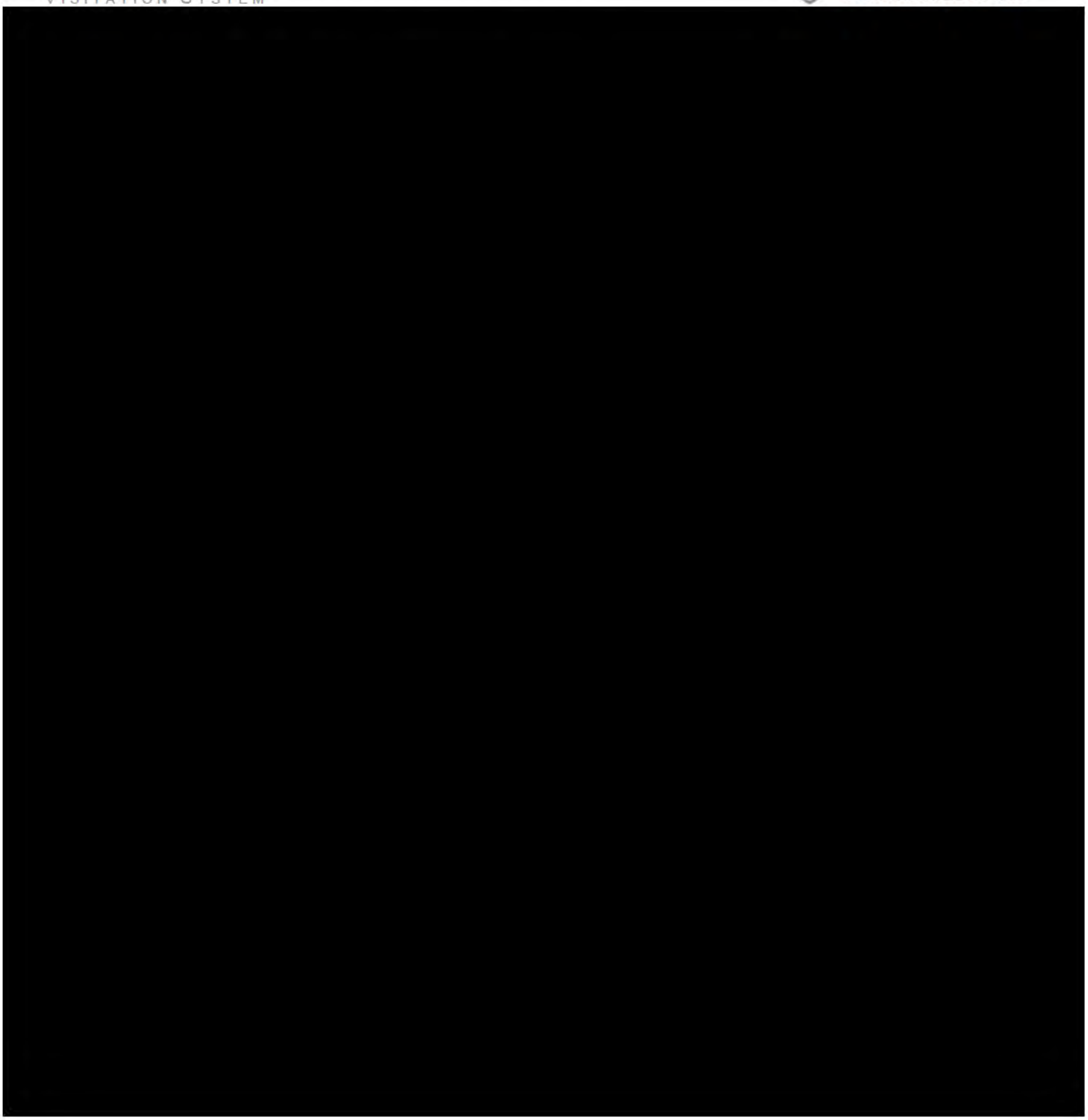
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including but not limited to sending phrases with context and exact time on the recording to designated recipients.

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5.1.2.8. The system shall provide Interactive Voice Response (IVR) in English and Spanish at a minimum. IVR shall provide the caller with information including but not limited to:

- **5.1.2.8.1. Specific Incarcerated Individual/Youth information, including charges and booked dates**
- **5.1.2.8.2. Facility Address**
- **5.1.2.8.3. Depositing money in Incarcerated Individual's/Youth's account**
- **5.1.2.8.4. Mail Restrictions**
- **5.1.2.8.5. Property Releases**
- **5.1.2.8.6. I-Care package Options**
- **5.1.2.8.7. Phone System**
- **5.1.2.8.8. Connect to Live Person**

RESPONSE: Acknowledged and agreed.

5.1.2.9. The system shall be a true web-based system. The system shall support and interface with web services, integrating Web-based applications using open standards.

RESPONSE: Confirmed.

5.1.2.10. The system's current commonly used browser shall be in web format. It must be true web-based with nothing being installed on the local computer. Contractor shall be willing and able to make system changes to better support the needs of the Sheriff's Office and Probation Department. The proposed system shall operate independently from the Sheriff's Office's and Probation Department's Wide Area Network (WAN) and/or Local Area Network (LAN).

RESPONSE: Confirmed. Authorized users can access all administrative and reporting functions for the proposed system via our secure, web-based SmartEcosystem™ Dashboard from any computer with an internet connection. No software installation is required. Smart Communications will provide an independent network to support the proposed services and make any customizations needed.

5.1.2.11. The system's browser shall have no plug-ins.

RESPONSE: Confirmed.

5.1.2.12. The desired Telephone System phone calls must be capable of being monitored, recorded, and archived (for five years), with the exception of calls made to criminal defense attorneys, including the Monterey County Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Contractor into the Telephone System.

RESPONSE: Confirmed. Please refer to Section ***5.1.4. Call Monitoring/Recording System*** for details.

5.1.2.13. Conversely, calls shall be blocked to certain numbers on a system- wide basis and to others on a case-by-case basis, managed by the Sheriff's Office and Probation Department. System-wide blocked calls include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by Contractor into the telephone system. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the Telephone System.

RESPONSE: Confirmed. The SmartEvo™ ITS provides full control of blocked number lists whether the number is blocked by inmate PIN, specific phones or system wide. Numbers can be blocked by the called party, a Smart Communications Customer Care Center representative or by authorized County staff. Before the called party

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accepts a call, they have an option to block further calls from the facility by dialing "7." Authorized staff can manage blocked numbers via the "Global Numbers" page in the SmartEcosystem™ Dashboard.



5.1.2.14. The system shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Incarcerated Individuals/Youths shall be required to hang up before dialing a new number. The Contractor shall provide a report of a list of offenders.

RESPONSE: Confirmed. The SmartEvo™ ITS is a purpose-built digital switching platform; all aspects of the SmartEvo™ ITS have been designed for providing secured inmate calling services and features to help prevent fraudulent activities. The SmartEvo™ ITS is not a Private Branch eXchange (PBX), other type of telephone system or soft switch that needs to be tweaked into providing inmate phone calls. The SmartEvo™ ITS is delivered with many innovative security, fraud detection and prevention tools, including:

- **Voice Biometrics and PIN fraud prevention**: When an inmate makes their first call through the SmartEvo™ ITS, they are automatically enrolled in our fully-autonomous voice biometrics system with clear voice prompts to guide them through the process. During enrollment, the SmartEvo™ ITS analyzes the inmate's speech pattern and vocal pitch and can detect an inmate's attempt to defeat the voice biometrics engine. Active noise cancellation (ANC) is also automatically activated to reduce background noise. The voice biometric data captured during enrollment is stored in the SmartEvo™ ITS and used to verify an inmate's identity whenever they place a call. Our voice biometrics technology also monitors and continuously analyzes the voices of each party on every call in real time. Details of the analysis are retained for review and reporting after call completion. Real-time alerts can be configured to signal the detection of non-valid parties on a call that meet a preset confidence threshold.
- **Patented 3-Way Calling Detection**: Our 3-Way Call Detection System is unique in its ability to dynamically adapt to each phone call based on the complete end-to-end network conditions. This is a

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substantial improvement over traditional simple threshold silence detection techniques. The 3-Way Call Detection feature initially analyzes the existing line conditions and uses it as a baseline for the remainder of the call. The SmartEvo™ ITS monitors the call for conditions that indicate that the called party has activated a 3-Way Call or placed the call on hold. When a possible 3-Way Call attempt has been detected, the SmartEvo™ ITS performs the action as programmed by the system administrator.

- **Extra dialed digits detection and prevention**: The SmartEvo™ ITS is provisioned with enough resources to perform full time DTMF digit detection on every active call. Any dialed DTMF digits are detected and if not permitted, result in the call being terminated. The SmartEvo™ ITS provides flexible control over the use of extra digits during a call, including whether detection is enabled, which digits are permitted to be dialed and which digits will cause an immediate call termination.
- **Directory assistance/operator call prevention**: The SmartEvo™ ITS provides complete control over all calls placed through the system and disallows 800/900/information/operator call options. The ITS validates dialing patterns and specifically restricts certain prefixes, such as 900, 800, 888, 700, 976, 411, 911, and common patterns, such as "N11", "10XXX", "0" and "00". Additionally, the ITS allows for very specific blocking based on wild card patterns, such as any "NPA" or "NPA-NXX" combinations. All inmate calls are processed by an automated operator.
- **Switch-hook/chain dialing detection and prevention**: The SmartEvo™ ITS prevents "hook-switch/chain dialing" by limiting the inmate to one call per connection. There is no direct access to Public Switched Telephone Network (PSTN) dial tone and attempts to gain a second dial tone are not allowed. Once the hook switch is depressed, the SmartEvo™ ITS terminates the call.
- **Positive DTMF call acceptance**: The SmartEvo™ ITS requires positive DTMF acceptance by the called party before an inmate's call is connected. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call before any communication with an inmate can take place. The SmartEvo™ ITS recognizes legitimate call acceptance events and can distinguish them from standard or irregular ringing signals, answering machines, operator intercepts, quick disconnects, chain dialing, no voice from called party and other non-conforming telephone activities.
- **Unlimited Call Watch Lists**: The SmartEvo™ ITS allows authorized staff to set up call watches on as many called numbers, inmates or inmate phones as necessary. The call watches can use one or more of the criteria to make complex watch conditions. Watches can also contain lists of numbers, such as staff, known gang members, accomplices or other high interest groups. When the SmartEvo™ ITS detects a call that matches one of the watch conditions, it will take one of the preset actions, including providing an audible notification, sending a text or email, or call a phone number and allow the user to listen to the call audio remotely. When listening remotely, the user enters a PIN and can elect to listen to the call live, rewind or pause the call audio. The user can also disconnect the call in progress.

5.1.2.15. The system shall block three-way calling, conference calling, and call forwarding. The system shall not allow any inmate to initiate directly or indirectly the use of third-party service providers, friends, and family to communicate directly with other inmates inside or outside the facility in other incarceration facilities and institutions.

RESPONSE: Confirmed. Smart Communications' patented 3-Way Call Detection System is a highly-effective fraud deterrent. The system is integrated in the SmartEvo™ ITS without requiring additional hardware or software. Our 3-Way Call Detection System is unique in its ability to dynamically adapt to each phone call based on the complete end-to-end network conditions. This is a substantial improvement over traditional simple threshold silence detection techniques.

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Highly Accurate 3-Way Call Detection:
The patented detection algorithms are completely developed and maintained by in-house digital signal processing engineers. As 3-way calling does not utilize a dedicated network signaling protocol, any detection system is forced to make the decision to act based on the information which can be observed on the live call. The algorithms in the SmartEvo™ ITS are tuned to perform to the level of aggressiveness desired to provide a good balance between detecting true 3-way calls versus false-detecting other call activities.

A common problem with all 3-Way Call Detection Systems, especially simple silence detection system, is falsely identifying legitimate calls as 3-way attempts due to common occurrences, such as placing a phone down on the table or covering the mouthpiece. Smart Communications' 3-Way Detection algorithm is specifically designed to avoid these problems by dynamically adapting at the start of each call, and during the ongoing call, by analyzing the characteristics of the telephone circuit in use. By adapting on the fly, our system can learn the difference between a true "on-hold" event versus a simple quiet conversation period. Our system can further adapt its performance based on geographic destinations or even specific called numbers and exchanges.

Operation:
The 3-Way Call Detection feature initially analyzes the existing line conditions to use as a baseline for the remainder of the call. The system then monitors the call for conditions that indicate the called party activated a 3-way call or placed the call on hold. When a possible 3-way call attempt has been detected, the system performs the action as programmed by the administrator and a record of the event is stored in the call detail record. After the call is complete, the 3-Way Call Detection System resets and waits for the next call to begin.

Fully Digital Signal Processing (DSP):
The SmartEvo™ ITS uses an all-digital processing system to analyze the characteristics and performance of each telephone call. Each port in the system provides a dedicated Digital Signal Processing (DSP) resource.

Dynamic Calibration, Remote Configuration and Adjustment:
At the start of each call, the system adapts the 3-way call process parameters based on the actual line and call conditions. Internally, the system has over 18 soft parameters that provide a fine level of precision to the call detection system. Most installations can use the factory settings, which are the result of extensive field trials and analysis. If necessary, these the parameters can be remotely adjusted to obtain optimum system performance.

Multiple Detection Options:
Upon detection of a 3-way call attempt, the system performs the action as programmed by the administrator:

- Disconnect the call
- Play a single prompt or begin playing a prompt at random intervals during the call
- Take no external action

Enable or Disable Detection:
Each call processed by the SmartEvo™ ITS can be classified and tagged to enable or disable 3-way call detection. This feature makes it possible to disable 3-way detection for calls to valid individuals, such as lawyers or public defenders, and enable it for calls to other numbers.

Record and Store Detection Details for Each Call:
The SmartEvo™ ITS creates a Call Detail Record (CDR) for each call. This record includes a field that indicates detection of a 3-way call attempt. Authorized users can retrieve information about 3-way call attempts through the call detail reporting feature.

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5.1.2.16. The system shall have the capability of permitting the called party to block all future calls from the Sheriff's Office and Probation Department. Calls cannot be blocked due to a lack of Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC) billing agreements with Contractor. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number. Unauthorized call attempts shall be flagged, archived (for five years), and alert reports shall be generated.

RESPONSE: Confirmed.

5.1.2.17. The system shall provide the ability to selectively monitor call activity in real-time and initiate appropriate action as necessary. The system shall be capable of retrieving and generating Incarcerated Individuals/Youth unauthorized call activity logs for specified periods.

RESPONSE: Confirmed. Please refer to Section ***5.1.4. Call Monitoring/Recording System*** for details.

5.1.2.18. The system shall record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call shall be stored for the life of the contract and for retrieval for a period of five (5) years. The system shall have the capability to transfer the recorded calls to removable media for archiving, or review. The call and video recordings shall be maintained by Contractor and easily accessible by the Sheriff's Office and Probation Department throughout the retention period.

RESPONSE: Confirmed. Please refer to Section ***5.1.4. Call Monitoring/Recording System*** for details.

5.1.2.19. The system shall be capable of generating a variety of management reports and call detail reports. The system shall be able to identify calls by time, location, specific telephone instrument, Incarcerated Individuals/Youth PIN, or number called. The system shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with multiple SmartEvo™ ITS administrative and reporting tools. Please refer to ***Section 3***, ***#8.2.3.5 Management and Maintenance Reports*** for details.

5.1.2.20. Contractor shall be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the corrective action taken to the Sheriff's Office and Probation Department. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during the off-peak hours of 10:00 pm to 06:00 am.

RESPONSE: Acknowledged and agreed.

5.1.2.21. Automated call instruction/announcements shall be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.

RESPONSE: Confirmed.

5.1.2.22. The system shall utilize positive call acceptance and active consent for all touch tone calls and shall allow passive acceptance for rotary dial calls.

RESPONSE: Confirmed. The SmartEvo™ ITS requires positive acceptance by the called party before an inmate's call is connected. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call. The SmartEvo™ ITS recognizes legitimate call acceptance events and can distinguish them from standard or irregular ringing signals, answering machines, operator intercepts, quick disconnects, chain dialing, no voice

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from called party and other non-conforming telephone activities. If a non-conforming telephone activity is recognized during a call attempt, it is documented in the Call Detail Record (CDR) and the call will not be completed; no charges will be incurred.

To accept inmate calls from a rotary or pulse dial phone, the called party can contact our Customer Care Center to be added to the passive acceptance list. This configuration can also be accessed by authorized County users via the Smart-Ecosystem™ Dashboard.

5.1.2.23. The called party shall be informed of the cost of the call prior to accepting the call, on all types of Collect calls.

RESPONSE: Confirmed. Before a call is positively accepted, called parties are provided the option of obtaining call type and rate details from the SmartEvo™ ITS automated operator.

During the initial greeting message, the automated operator will announce the following:
"To obtain call type and rate information for this call, dial "3" now."

When this option is selected, the automated operator will announce the following:
"The cost for this [call type] call will be [x] dollars and [xx] cents for the first [y] minute(s) and [x] dollars and [xx] cents for each additional {y} minute."

The automated operator also provides called parties with options to accept or reject the call:
"To accept this call, dial "1" now. To reject this call, dial "2" now."

Charges are only incurred once a call has been accepted by the called party.

5.1.2.24. Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.

RESPONSE: Confirmed. Smart Communications will provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the proposed system.

The SmartEvo™ ITS hardware is also delivered with an Uninterruptible Power Supply (UPS). The battery capacity of the UPS provided will allow for the SmartEvo™ ITS to be operated for a minimum of two hours during an emergency.

5.1.2.25. Pursuant to California Penal Code 851.5, an arrested person is entitled to three free local telephone calls at the time of booking. The arrestee, if he or she is a custodial parent with responsibility for a minor child, has the right to two additional telephone calls within the local dialing area, or at his or her own expense if outside the local area, for the purpose of arranging for the care of the minor child or children in the parent's absence. Telephones located in the intake area will be configured to allow Incarcerated Individuals to make local calls to landline and cell phones at no cost. Describe how the free calls will be handled, inclusive of custodial rights, and with PIN generation and Voice Biometrics.

RESPONSE: Confirmed. During installation, the SmartEvo™ ITS will be configured to support free calls based on the preferences of the County. All free calls will be recorded in the same manner as billable call types. For identification and investigative purposes, Smart Communications recommends that an inmate be required to enter his/her inmate PIN to place a free call.

5.1.2.26. Pursuant to California Welfare and Institutions Code Section 627(b), Youth are entitled to at least two (2) free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow Youth to make local calls to landline and cell phones at no cost. The Contractor will be

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required to provide these calls at no cost to the Probation Department and will inform Probation Department what constitutes a local call. The system must allow free calls to the California Relay Service (CRS) to assist hearing-impaired Youth and must also allow Probation Department to specify speed dials.

RESPONSE: Confirmed. During installation, the SmartEvo™ ITS will be configured to support free calls based on the preferences of the County, as outlined above in our response to ***#5.1.2.25***.

Smart Communications will provide a Video Relay System (VRS) through Purple Communications at ***no cost*** to the County. Please see our response to ***#5.1.3.7***. for more details.

The SmartEvo™ ITS can be configured to allow access to specified speed dials for services such as PREA, Crime Tips (covert communications), requests (general, medical and grievances), Public Defenders and more. Calls can be routed to the internal, secure SmartEvo™ ITS Voicemail Exchange (VMX™) or to approved, designated external numbers. Smart Communications will configure such numbers/voicemails during installation at ***no cost*** to the County. Administrators can also utilize this feature to communicate important messages to inmates.

5.1.2.27. The system shall provide for automated turn on and shut off at designated times and system shut off capabilities from designated areas.

RESPONSE: Confirmed. The SmartEvo™ ITS features programmable automated on/off (shut down) controls. Automated on/off controls can be scheduled for a specific inmate or group of inmates, an individual telephone or group of telephones, or the entire telephone system on a daily, weekly, monthly or annual basis.

5.1.2.28. The system shall allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the Telephone System.

RESPONSE: Confirmed. There is virtually no limit to the number of simultaneous users. The system is only accessible to authorized County personnel via the secure, web-based SmartEcosystem™ Dashboard. After logging in to the SmartEcosystem™ Dashboard with their valid username and password credentials, authorized users can perform all system functions relative to their security level setting. For security and auditing purposes, all user activity, such as page views and database modifications, are logged in detail.

5.1.2.29. Contractor shall provide the maximum number of simultaneous authorized operator access to the system.

RESPONSE: Not applicable. The SmartEcosystem™ Dashboard does not impose a limit on simultaneous access to system utilities.

5.1.2.30. The system shall have the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments shall provide the capability to mute the Incarcerated Individuals/Youth's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.

RESPONSE: Confirmed. The SmartEvo™ ITS can be shut down by authorized staff via the web-based SmartEcosystem™ Dashboard or by manual switches installed at County-designated locations. Shut down controls can be configured by individual telephone, telephone group or the entire telephone system.

The SmartEvo™ ITS will not allow communication with the called party until the call has been actively/positively accepted. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call.

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The SmartEvo™ ITS is provisioned with enough resources to perform full time DTMF digit detection on every active call. Any dialed DTMF digits are detected and if not permitted, result in the call being terminated. The SmartEvo™ ITS provides flexible control over the use of extra digits during a call, including whether detection is enabled, which digits are permitted to be dialed and which digits will cause an immediate call termination.

5.1.3. Telephones

5.1.3.1. All telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be capable of mounting to cement wall, block wall, stainless steel shrouded columns or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.



RESPONSE: Confirmed. Smart Communications will provide inmate telephone stations specifically designed to meet the unique security, safety and durability needs of correctional facilities.

All inmate telephone station ringers are disconnected and will not allow incoming calls. These inmate telephone stations are manufactured of high-strength, tamper-proof heavy gauge steel that is coated in a graffiti/scratch resistant finish. The telephone handsets are constructed of heavy-duty polycarbonate molded plastic and feature no removable parts. These handsets attach to the base station via a steel armored, stretch/break/pull resistant cable. The length of the cable can be customized to meet facility-specific requirements.

Inmate telephone station dial pads are constructed of heavy-duty metal and sealed to prevent moisture and allow for use in inclement weather conditions. In addition to these security and durability features, all SmartEvo™ ITS hardware used by inmates are line powered and have no parts that can be removed without use of a specialized tool. These prevent damage and inhibit inmates from using telephone parts to manufacture weapons.

Smart Communications will also supply "hands-free" telephones for inmate use where suicide threat is present.

FEATURES:

- Built-in user-controlled "LOUD" button for ADA mandated volume control (user-controlled volume amplification and volume resets to normal with on-hook)
- Confidencer technology filters out background noise at the user's location, allowing better sound to the called party; all-in-one electronic dial features modular incoming line and handset connections for quick maintenance; Carbon (HS) and DuraClear (DURA) Handsets have separate 4-pin connections
- Heavy duty 14-gauge brushed stainless steel provides rugged housing designed for inmate use with mounting backboard
- Armored handset cable available in 18.0", 32.0", 54.0" and custom lengths; secured with a 14-gauge retainer bracket for maximum vandal resistance
- Handset has sealed transmitter and receiver caps, suitable for heavy use and abuse locations



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- Pin-in-head security screws minimize tampering
- Hearing aid compatible and FCC registered US: lDATE0SBITC-254, IC:3267A-ITC254

5.1.3.2. Telephone instruments shall have touch-tone keypads.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.3. Telephone instruments shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.4. Telephone devices will be configured with a braided steel receiver cord, the length of which may vary and will be determined by the Sheriff's Office and Probation Department prior to implementation.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.5. All telephone instruments must be water resistant and fireproof and have key- locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #***5.1.3.1***.

5.1.3.6. Contractor's automated operator Telephone System shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Currently, there is a TDD Station in the Sheriff's Office Intake/Booking area.

RESPONSE: Confirmed. Smart Communications' proposed SmartEvo™ ITS complies with all ADA standards and regulations. Smart Communications will also provision an adequate quantity of Ultratech SuperPrint 4425 TTD/TTY, which feature:



- Built-in, 24-character printer
- 3 selectable print sizes
- 32k memory
- Date/time printed at the beginning of each call
- Turbo Code and Auto ID™
- E-Turbo for simplified relay calling
- Built-in ring flasher
- Arrow keys for easy review of memory

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- Convenient GA/SK keys
- Easy-touch greeting memory
- TTY Announcer™ tells hearing callers you are using a TTY
- Baudot code (45.5/50 baud rate)
- Sticky key feature (for single-handed typing)
- ASCII code is available

5.1.3.7. Contractor shall provide Video Relay Service (VRS) for Deaf or Hard- of-Hearing Incarcerated Individuals and Youth at no cost to the Sheriff's Office and Probation Department. Current vendor currently provides VRS through a partnership with Purple Communications.

RESPONSE: Video Relay Service (VRS) and Video Remote Interpreting (VRI) on Smart Communications' hardware is provided by Purple Communications. Purple Communications' VRS and VRI are FCC-certified services for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).

Purple Communications' VRS and VRI are fully interoperable with our SmartVisit™ VVS allowing sessions to be monitored, recorded and administered in the same manner as a standard video visitation session.

5.1.3.8. Amplified handsets shall be required in all areas.

RESPONSE: Confirmed. Smart Communications will provide inmate telephone stations with a built-in, user-controlled "**LOUD**" button for ADA mandated volume control. The volume resets to normal when the handset is placed back on-hook.



5.1.3.9. Contractor shall provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the Sheriff's Office and Probation Department. Contractor shall complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department reserves the right to pre-approve mounting and installation.

RESPONSE: Acknowledged and agreed.

5.1.3.10. Telephone instruments must be line powered such that, the phone does not require separate electrical power at the device.

RESPONSE: Confirmed. Smart Communications' proposed telephone instruments are line powered do not require separate electrical power at the device.

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5.1.4. Call Monitoring/Recording System

5.1.4.1. The system shall have a call monitoring and recording system that records every call made by the system and stores retrievable recorded calls for a minimum of five (5) years or as required by current County statutes, or State and Federal regulations.

RESPONSE: Confirmed. The SmartEvo™ ITS can record all non-privileged inmate calls or be configured to selectively record calls based on inmate PIN, called numbers or inmate telephone station. Call recordings are immediately accessible for playback and/or download via the secure, web-based SmartEcosystem™ Dashboard.

Non-privileged SmartEvo™ ITS calls can also be monitored by authorized staff or investigators in real-time via the SmartEcosystem™ Dashboard. When an authorized user logs in, they can view all calls in progress and select the call they wish to monitor. There is no indication to the inmate or called party when a call is being monitored.

The SmartEcosystem™ Dashboard can be accessed on-site or remotely on any computer with Internet connection – no additional hardware or software is required. All call detail records, recordings and account information will be stored online and available to authorized users through the web-based SmartEcosystem™ Dashboard for the retention period defined by the County.

5.1.4.2. The system shall have the capability to disconnect a call that is being monitored, and a secure monitoring platform for remote call monitoring.

RESPONSE: Confirmed. Authorized personnel can immediately disconnect a call that is being monitored on-site or remotely via the web-based SmartEcosystem™ Dashboard.

5.1.4.3. Calls to certain predetermined telephone numbers shall not be recorded. The system must be able to exempt specific telephone numbers from monitoring or recording. The system must be capable of identifying specified telephone numbers as "do not record."

RESPONSE: Confirmed. The SmartEvo™ ITS will be configured to disable call monitoring and recording on attorney phone numbers to preserve attorney/client privilege. If an attorney has accepted calls before informing the facility that their number should be marked as privileged, the SmartEvo™ ITS will automatically delete any previous recordings as soon their phone number is marked as privileged.

5.1.4.4. The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.

RESPONSE: Confirmed. Please refer to our response to ***#5.1.2.7*** for details.

5.1.4.5. The system shall have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.

RESPONSE: Confirmed. Call recordings are immediately accessible to authorized users online via the SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard provides simple point and click access to download recordings and copy to alternative media for portable storage such as CD/DVD/USB storage device, etc. System users may download one or a group of recordings and retain all pertinent call detail information with the recordings for ease of use at alternate locations. By using the Investigate platform, County staff no longer need to download and burn call recordings or other information, such as images of tattoos, to CD-Rs. Once published to a case in the SmartEcosystem™ Dashboard, this information can easily be shared with external

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users. The Investigate platform allows the County to choose what types of assets each user can access and download.

Recordings are downloadable in a compressed .mp3 format or SmartEvo™ ITS proprietary file format. If recording integrity must be proven, the recording can be saved in the proprietary file format. A digital signature in the file ensures that the file data has not been altered after it has been retrieved from the system. This file format can be played using a SmartEvo™ ITS file player.

5.1.4.6. The system should include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.

RESPONSE: Confirmed. The SmartEvo™ ITS allows authorized staff to set up call watches on as many called numbers, inmates or inmate phones as necessary. The call watches can use one or more of the criteria to make complex watch conditions. Watches can also contain lists of numbers, such as staff, known gang members, accomplices or other high interest groups. When the SmartEvo™ ITS detects a call that matches one of the watch conditions, it will take one of the preset actions, including providing an audible notification, sending a text or email, or call a phone number and allow the user to listen to the call audio remotely. When listening remotely, the user enters a PIN and can listen to the call live, rewind or pause the call audio. When monitoring a call directly through the SmartEcosystem™ Dashboard, authorized staff can also disconnect the call in progress.

5.1.4.7. The system must provide for the monitoring of live Incarcerated Individuals/Youth calls without any detectable deterioration of call quality or call interruptions.

RESPONSE: Confirmed. All SmartEvo™ ITS calls that are not protected by attorney/client privilege can be monitored by authorized County or investigative staff in real time via the web-based SmartEcosystem™ Dashboard. From there, they can view all calls in progress and completed recordings and select the call they wish to monitor. Inmate calls can be monitored on-site or remotely on any Internet-enabled PC with a common web browser; no additional hardware or software is required.

Call monitoring is covert as neither the inmate nor called party can detect when their call is being monitored. Calls can be monitored by multiple investigators simultaneously without affecting the recording quality.

Screenshots illustrating the information viewable during live call monitoring are provided below.

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5.1.4.8. The system must have the ability to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. The system must be configured/networked such that all recorded calls may be accessed from any workstation. The system must be configured for both public and private secured networks.

RESPONSE: Confirmed. The SmartEvo™ ITS can be configured to allow authorized staff to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. All Smart Communications' incarcerated persons (IP) communication services, including the SmartEvo™ ITS, are administered via the SmartEcosystem™ Dashboard. With its unified and fully integrated design, the SmartEcosystem™ Dashboard provides authorized facility users with access to all IP communication service monitoring, reporting, data sharing and investigative tools in one place, with a single login. Authorized users can use any PC with a modern browser and active Internet connection on a public or private network to access and utilize the SmartEcosystem™ Dashboard.

5.1.5. Maintenance and Repairs

5.1.5.1. The equipment installed at the Sheriff's Office and Probation Department shall remain the sole and exclusive property of the Contractor. Sheriff's Office and Probation Department will not be responsible for any damage to equipment.

RESPONSE: Acknowledged and agreed.

5.1.5.2. The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all Incarcerated Individuals/Youth telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.

RESPONSE: Acknowledged and agreed.

5.1.5.3. The Contractor is responsible for all maintenance and repairs to Incarcerated Individuals/Youth telephones and the Telephone System. A single point of contact with the Contractor, via a toll-free telephone number, an e-mail address, and centralized URL must be established by the Contractor to support all technical and Customer Service support for electronic communication including but not limited to Trouble Ticket initiation, Team Notification, updates to and status of trouble ticket resolution and case management trouble ticket close-out, and for reporting all other telephone problems. The toll-free maintenance/repair telephone

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number, answered by a live operator, shall be available for reporting Incarcerated Individuals/Youth telephone problems twenty-four (24) hours per day, every day of the year.

RESPONSE: Acknowledged and agreed. Our highly trained, professional Technical Support Center (TSC) staff, located in Seminole, FL, is available 24/7/365 to assist the County should a service issue arise. County facility staff can reach our TSC via:

- **Toll-free Phone:** 844-346-0988
- **Email:** support@smartcommunications.us
- **Web – SmartEcosystem™ Dashboard:** https://manage.smartjailmail.com

The SmartEcosystem™ Dashboard features a service ticketing feature that allows County staff to create, view and track service tickets. The system automatically generates a tracking number for each ticket opened. Users can search for service tickets by ticket number or by date. All updates are sent electronically in real-time to the originator of the ticket as well as the County designee.

5.1.5.4. Contractor shall provide one (1) full-time Site Administrator/Technician (SAT), who shall be onsite and dedicated to the Sheriff's Office and Probation Department Monday through Friday during Sheriff's Office and Probation Department business hours, and after business hours if working a trouble ticket or deficiency through completion and resolution. The SAT will be responsible for providing administrative and technical support, maintenance, and preventive maintenance on Incarcerated Individual and Youth Telephone System, Tablets, and Video Visitation System.

RESPONSE: Acknowledged and agreed. To ensure we provide the County with the best support and maintenance service possible, a full-time On-site Certified Technician (OCT) will be provided by Smart Communications.

Duties of the OCT include, but are not limited to:

- Provide maintenance on all inmate telephones and related equipment, as needed, and perform preventive maintenance for the SmartEvo™ ITS, SmartVisit™ VVS, and SmartTablet™ and SmartKiosk™ devices
- Maintain all SmartEcosystem™ databases associated with the SmartEvo™ ITS, SmartVisit™ VVS, SmartTablet™ devices; enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS
- Manage SmartTablet™ device replacement, as necessary, to maintain the desired inmate-to-tablet distribution ratio
- Receive and resolve all administrative comments and questions, to include the unblocking of specified telephone numbers and designating specified numbers as privileged
- Provide reports and investigative assistance at the County's request, such as the following:
  - SmartEvo™ ITS activity reports, including usage and revenue
  - SmartVisit™ VVS activity reports, including remote and on-site video visitation sessions and remote revenue
  - SmartTablet™ device activity reports, including educational program and entertainment content usage/revenue
  - SmartEvo™ ITS and SmartVisit™ VVS call monitoring

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- Request and service ticket reports
- Investigation documentation, including CDRs and audio, audio/visual recordings, electronic messages and scanned inmate postal mail

For complete service and support details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

5.1.5.5. Contractor shall have Tier 2 Technical Support to provide real-time access and immediate support to the SAT, when needed.

RESPONSE: Acknowledged and agreed. Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at ***no cost***.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager (Jerome Anderson)
- Network Operations Center (NOC)
- Technical Support Center (TSC)

Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

Please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***" for details regarding our standard technical support priority levels/tiers. Please note that our technical support priority levels/tiers can be modified to meet the County's specific requirements.

5.1.5.6. Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the system. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

RESPONSE: Acknowledged and agreed. We will provide adequate spare parts for repairs and maintenance of the system. As parts are used, additional parts will be replaced to maintain a full inventory at all times.

5.1.5.7. Contractor shall develop procedures and schedules to conduct monthly Preventive Maintenance on Incarcerated Individual and Youth Telephone System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Incarcerated Individual and Youth Telephone System and all of its components in good working order, including the performance of Preventive Maintenance.

RESPONSE: Acknowledged and agreed. Monthly preventive maintenance procedures will be performed by the full-time, On-site Certified Technician (OCT) provided by Smart Communications at ***no cost*** to the County. For additional details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

5.1.5.8. Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter- exchange carrier (IEC), or Contractor's equipment. When Contractor

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determines the service provider responsible for failure, then the Contractor shall contact the service provider responsible for failure and jointly resolve the failure at no cost to the Sheriff's Office and/or Probation Department. If the failure is determined to be the fault of Contractor's equipment, hardware, software or wiring, Contractor shall correct the problem at no cost to the Sheriff's Office and/or the Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.5.9. Contractor shall provide Customer Service support that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

RESPONSE: Confirmed. Friends and family of inmates who need assistance with the services we provide can contact our Customer Care Center 24/7/365 by calling our toll-free line at 888-843-1972. All calls are answered by a live, U.S.-based representative.

5.1.5.10. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Incarcerated Individuals/Youth Telephone System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

RESPONSE: Confirmed. County staff is supported by our Technical Support Center, which can be reached 24/7/365 toll-free at 844-346-0988 or via email at support@smartcommunications.us. All Technical Support staff are highly trained, based in the U.S. and employed directly by Smart Communications (support is not outsourced to a third-party provider).

5.1.5.11. Contractor shall describe how it performs standard system testing to ensure that the Telephone System and its network services are fully implemented and ready to accept telephone traffic for Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Telephone System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

RESPONSE: The following tests are conducted by Smart Communications to ensure our SmartEvo™ ITS and networks are stable, reliable and ready to handle telephone traffic.

- Unit Testing: This involves testing individual hardware components and modules in isolation to verify their functionality and is performed immediately after hardware is requisitioned from inventory. Unit testing ensures each component performs as expected and can help identify and fix any potential issues at an early stage.
- Network/Equipment Set-up and Implementation Testing and Inspection: This phase involves the testing and inspection of various network and hardware components, such as:
  - Inspection of all cables, power and connections
  - Test bandwidth capacity
  - Confirm all phones/devices are identified and visible in domain

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- Test system power up/power down
- Confirm SmartEcosystem™ Dashboard accessibility and test functionality

- Database Integrity Testing: This phase involves the testing of various system database tables, including:
  - Incarcerated Persons (IPs) Tables: ID, name, personal identification number (PIN), housing location, status and Personal Allowed Number (PAN) list
  - Global Number Tables: blocked number list, vetted attorney/privileged individual list, free number list, TDD access numbers and PREA hotlines/speed dial codes
  - Telephone Station Tables: port labels, grouping, service class designations and on/off times
  - Rates and Dialing Tables: tariff type surcharges and per minute rates, tariff type dialing rules, override dialing rules, local number listing and carrier access protocol
- System Testing: This phase involves testing the hardware, software and network as an entire system. System testing includes end-to-end scenarios (successful importation of JMS data feed, authorized user profile creation, scheduling, service tickets, etc.) bandwidth testing (under normal and peak load conditions), and stress testing to validate the system's functionality, performance and scalability.
- Security Testing: It is crucial to perform rigorous security testing to identify vulnerabilities and ensure the system's protection against potential threats. This includes testing for encryption protocols, access controls, firewall persistence and integrity, authentication mechanisms, and data privacy measures. Penetration testing and vulnerability assessments are also conducted at this time.
- Customer Acceptance Testing (CAT): CAT involves testing the system from the customer's perspective to ensure it meets their requirements and expectations. Facility Project Lead personnel and installation team members participate in CAT to validate the solution's usability, functionality and overall user experience.

County staff involvement to facilitate testing is limited and includes:

- Facility Project Lead's approval of hardware and network installation plan
- Provisioning of security clearance and facility access/security escort for installation team members
- Facility Project Lead's participation in CAT for approval/sign-off of system installation and performance; this test is usually completed within 30 minutes

5.1.5.12. Contractor shall be responsible for all maintenance and repairs to the Telephone System.

RESPONSE: Acknowledged and agreed.

5.1.5.13. Contractor shall provide 24/7/365 support for software and hardware problems and shall adhere to and comply with Exhibit I - Incarcerated Individuals/Youth Telephone System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Telephone System problems. This toll-free maintenance/repair telephone number shall be available for reporting Telephone System problems twenty-four (24) hours per day, every day of the year.

5.1.5.13.1. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Telephone System Service Level Agreement in Exhibit I.

RESPONSE: Acknowledged and agreed.

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5.1.6. Other Associated Services and Service Offerings

5.1.6.1. Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.



RESPONSE: Confirmed. Smart Communications will install and maintain public/lobby and intake booking kiosks for the County.

The lobby kiosks provided will accept credit card, debit card and cash deposits. This allows family and friends who are visiting a facility to deposit funds in their personal Prepaid Collect accounts and deposit funds directly in an inmate's PIN Debit or Commissary Trust Fund account. After a deposit has been made, the lobby kiosk documents the transaction by taking a picture of the individual who made the deposit and issues a printed receipt. The receipt displays the transaction number, deposit and fee amounts, and a toll-free customer service telephone number. Deposited funds are available for immediate use.

Smart Communications' intake booking kiosks are designed to securely collect money from new inmates with minimal officer involvement. The booking kiosks provided will accept credit card, debit card and cash deposits (including coins). The booking kiosks will be interfaced with the inmate Trust Fund accounting system to allow deposited funds to be available immediately for inmate commissary purchases. After a deposit has been made, the booking kiosk documents the transaction by taking a picture of the inmate and issues two printed receipt copies (one for the inmate and the other for the facility).

Each kiosk is equipped with a 19.0" LCD touch screen display, a webcam, bill acceptor(s), each with a 1,000-bill capacity, a credit card reader and a thermal receipt printer. The booking kiosks provided will also feature a coin acceptor. All kiosks will be fully supported and maintained (including cash collections/custodial services and software updates) by Smart Communications throughout the life of the contract at ***no cost*** to the County.

PUBLIC/LOBBY AND INTAKE BOOKING KIOSK SPECIFICATIONS	
Enclosure:	• Free standing • Ruggedized steel construction • Powder coated finish • Front access door with key lock • Baseplate or to floor through baseplate mountable • ADA capable
Dimensions (l x w x h):	20.0 x 22.0 x 62.0" (50.80 x 55.88 X 157.48 cm)
Weight:	250 lbs. (113.4 kg)
Power:	15A (maximum draw)
Components:	• 19.0" LCD with PCASP touch screen display • PC with Windows OS and Ethernet LAN connection • Thermal Printer • Credit card reader • Webcam • Bill Acceptor(s) with 1,000-bill capacity • Coin Acceptor (intake booking kiosk only)

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5.1.6.1.1. Contractor shall have managed inventory supply of receipt paper rolls, and inventory supply of primary components that include but not limited to bill acceptors, card readers, coin exchangers, and receipt printers.

RESPONSE: Acknowledged and agreed.

5.1.6.1.2. Intake/Booking kiosks shall have single bill feeder to reduce accounting errors and corrections.

RESPONSE: Acknowledged and agreed.

5.1.6.1.3. Contractor shall have 24/7 Business Day and After-Hour technical support.

RESPONSE: Acknowledged and agreed.

5.1.6.1.4. Contractor shall be responsible for interfacing and associated interface costs with the JMS and Commissary systems.

RESPONSE: Acknowledged and agreed.

5.1.6.1.5. All kiosks shall have the capability to pull full reports to capture data that includes but not limited to deposits, management reports, and maintenance reports.

RESPONSE: Acknowledged and agreed.

5.1.6.1.6. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Kiosk System Service Level Agreement in Exhibit III.

RESPONSE: Acknowledged and agreed.

5.1.6.2. Contractor shall provide Investigative Tools at no cost to the Sheriff's Office and Probation Department.

5.1.6.2.1. Contractor shall provide description of Analytical Tools that provide linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.

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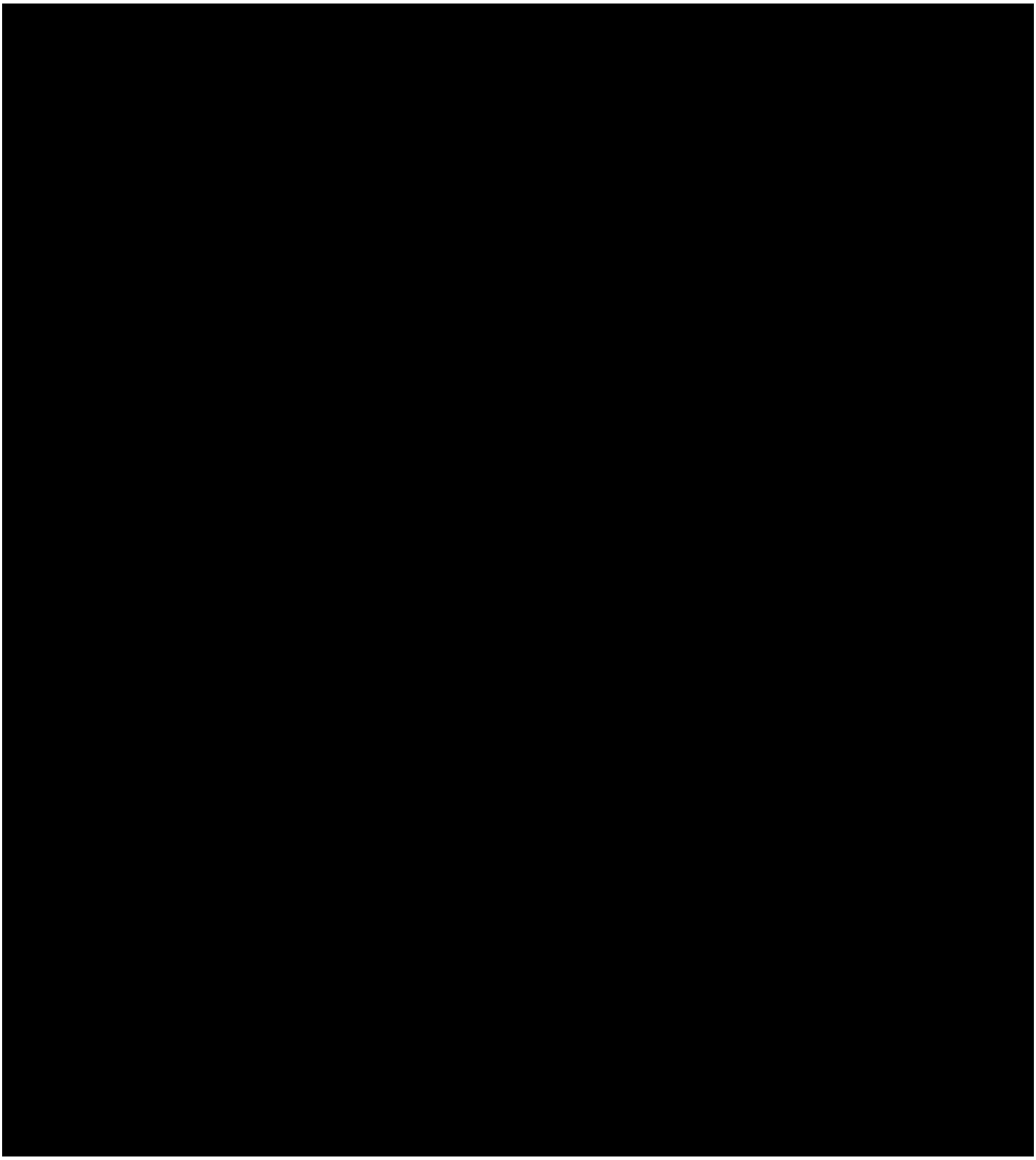
[redacted]

5.1.6.2.2. Contractor shall provide and describe system's capabilities in detail for other investigative tools available for call trace, call history detail, call monitoring without Incarcerated Individuals/Youth or other party detection and recording and other call detail capabilities that can be used to aid investigations related to the detention facilities.

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5.1.6.2.3. Contractor shall provide Voice Biometrics (Continuous or Non-Continuous) at no cost to the Sheriff's Office and Probation Department. Voice Biometrics (Continuous or Non-Continuous) shall have a minimal impact on call delay. Contractor shall include in response, the impact on quality of call and length of call.

RESPONSE: Confirmed. The SmartEvo™ ITS supports our proprietary voice biometrics system, specifically engineered for the corrections market. Our voice biometrics system is fully autonomous and does not require County staff to operate. Additionally, our system does not reduce call quality or increase call length. When an inmate makes their first call through the SmartEvo™ ITS, they are automatically enrolled in the voice biometrics system with clear voice prompts to guide them through the process. During enrollment, the SmartEvo™ ITS analyzes the inmate's speech pattern and vocal pitch and unlike other technologies, can detect an inmate's attempt to defeat the voice biometrics engine by blowing into the microphone on the telephone handset. To ensure optimal vocal recording clarity, active noise cancellation (ANC) is automatically activated to reduce/filter out background noise. The voice biometric data captured during enrollment is stored in the SmartEvo™ ITS and is used to verify an inmate's identity whenever they place a call.

5.1.6.3. Contractor shall provide Virtual Mailroom at no cost to the Sheriff's Office and Probation Department. The Virtual Mailroom shall safely process Incarcerated Individuals/Youth postal mail at an off-site processing center and convert Incarcerated Individuals/Youth postal mail into a high-definition electronic color copy, uploaded into a digital platform. The mail shall be filtered with the Sheriff's Office's and Probation Department's security settings and shall be automatically sent electronically to the Incarcerated Individual/Youth directly via a tablet or kiosk platform. The Virtual mail shall have a searchable database.

RESPONSE: Smart Communications' proposal includes the provision of our patented MailGuard® and MailGuardLegal® Privileged Postal Mail Elimination System services at absolutely ***no cost***.

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Monterey County Sheriff's Office and Probation Department

Response to RFP #10881

Telephone Services, Tablet Program, Video Visitation System



With MailGuard®, all non-privileged inmate postal mail is sent directly to our 15,000 sq. ft. processing center in Seminole, FL. To maintain the integrity, safety and security of our staff and the mail they process, the MailGuard® processing center is under 24/7 video surveillance and is equipped with a state-of-the-art alarm and fire detection system.



At the processing center, inmate mail is opened and scanned in one of three separate clean rooms. Each room operates on independent air systems to limit contamination risk should a piece of mail contain a dangerous chemical or biological agent. Our highly trained staff utilize cutting-edge technology to open, scan and convert inmate mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to the SmartEcosystem™ Dashboard for facility staff review/approval. After the review/approval, the digital files are automatically delivered to the inmates via the SmartTablet™ or SmartKiosk™ devices available at the facility.



Smart Communications guarantees inmate mail is processed and delivered within 24 hours of receipt, six days per week. We have been delivering on this promise without fail since the inception of MailGuard® over eight years ago.

In addition to maximizing operational efficiencies and safety, MailGuard® also serves as an invaluable investigative tool to help prevent and solve crimes. All digital mail files are saved in a searchable database that is accessible to authorized staff via Smart Communications' secure, web-based SmartEcosystem™ Dashboard.



Smart Communications' MailGuard® System includes MailGuardTracker.com, the public website. Public users can sign up for a free account and are assigned a unique MailGuard® Sender ID, enabling them to check the delivery status of the mail they send to inmates. Once logged in, users can see if their mail has been received, approved or rejected. Users also have the option to sign up for notifications via email or text message for status updates.

Electronic copies of their mail are available to former inmates for up to 60 days after their release. Released inmates can access and download electronic copies of their processed mail for free by using their inmate ID and password to log in to our secure, public website at www.SmartInmate.com.

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We are proud to say that our patented MailGuard® system is increasing officer and inmate safety by preventing dangerous, illegal drugs and biohazards from entering over 150 correctional facilities nationwide. Our MailGuard® clients include the Federal Bureau of Prisons and all 24 Pennsylvania Department of Corrections locations, housing a combined total of over 50,000 inmates.

MailGuard® laid the groundwork for the next innovative technology invented by Smart Communications to further enhance facility efficiency and safety – our patented MailGuardLegal® Privileged Mail System.

Legal mail is protected by client/attorney privilege and inspection is not permitted. Criminals are aware of this and try to use legal mail to smuggle contraband and narcotics into the facility. Smart Communications' MailGuardLegal® is a very effective system, preserving the required privacy for privileged inmate legal mail while keeping this mail ***100% contraband free***.

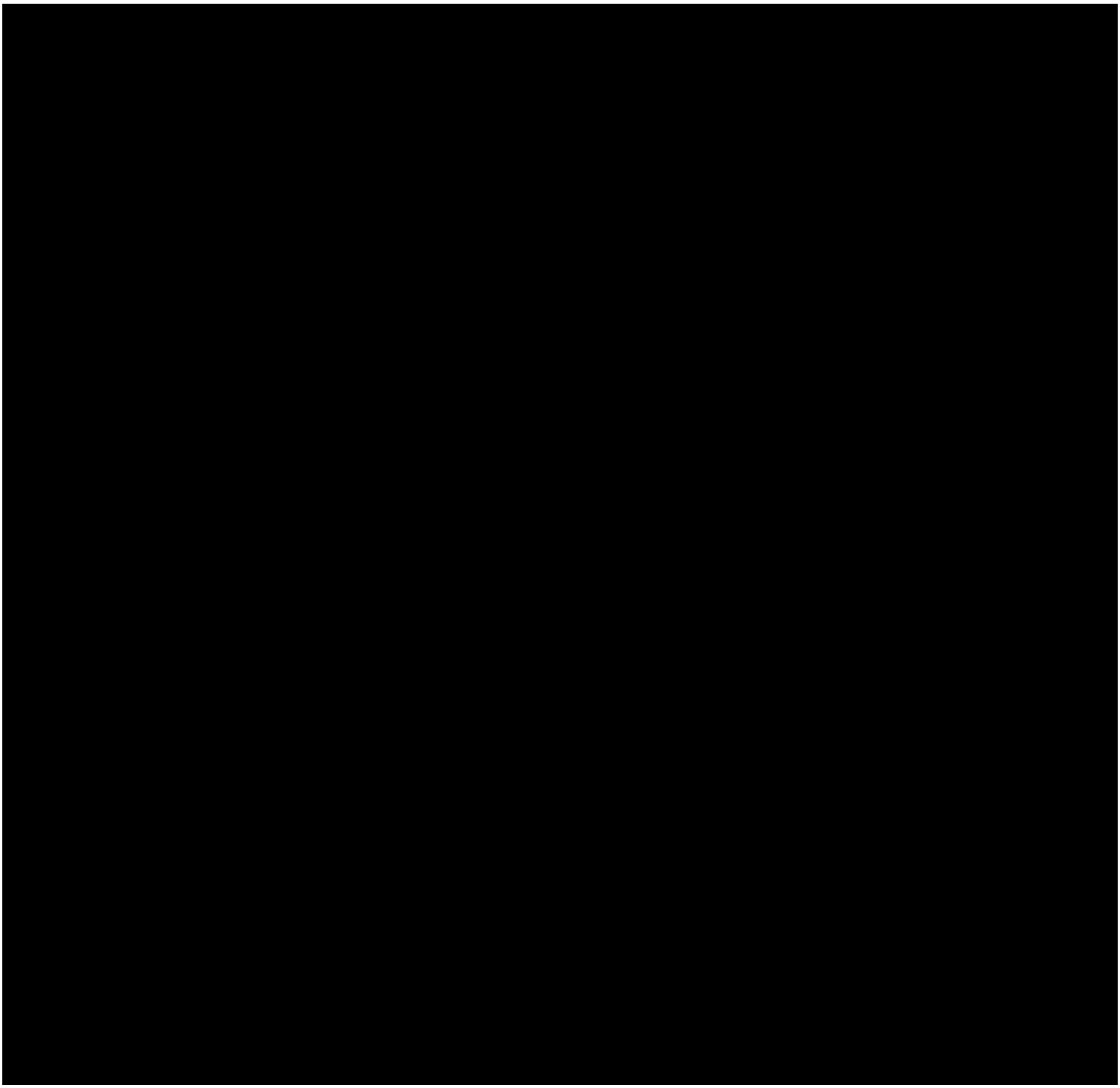
The MailGuardLegal® Cart allows inmates to open, scan and process their privileged legal mail with privacy of the contents but while in the presence of staff. Once scanned, the inmate can print a hard copy of the scanned file or mark the file for secure electronic delivery. Files marked for electronic delivery are immediately accessible to the inmate on a SmartTablet™ or SmartKiosk™ by entering a second secure password in addition to their PIN. To preserve confidentiality, facility staff have no access to any scanned privileged mail files. Depending on the facility's existing policy, the original copy of the privileged mail is bagged and placed into inmate property or destroyed via the MailGuardLegal® Cart's built-in paper shredder.

5.1.6.4. Contractor shall provide a description of other service offerings that include but not limited to Text Messaging.

RESPONSE: Smart Communications' offer includes our SmartInmate™ Electronic Messaging System service. This highly intelligent system allows inmates to stay in contact with their friends and family via a controlled electronic messaging platform like email. SmartInmate™ has many built-in investigative features; for example, SmartInmate™ can automatically monitor and send instant notifications when messages containing user-defined keywords or names are transmitted, or when inmates being shadowed under investigation send/receive messages or connect with a new public user.

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Additionally, SmartInmate™ allows approved contacts to share digital photos with inmates. Prior to delivery to an inmate, staff can electronically approve or reject the photo. If "virtual" contraband (nudity, offensive gestures/behaviors, etc.) is detected during the review process, the photo is rejected and is not delivered to the inmate. The sender is notified when a digital photo they attempted to share with an inmate is rejected. This notification includes the reason

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why the photo was rejected/not delivered. The photo sharing/delivery function of SmartInmate™ allows only approved contacts to share digital photos with inmates. Inmates are not able to take or share photos.

The SmartEcosystem™ Dashboard is also equipped with multiple administrative and reporting tools. Please refer to ***Section 3***, ***#8.2.3.5 Management and Maintenance Reports*** for details.

5.1.6.5. Sheriff's Office shall provide or partner with a provider to offer a Biometric Process to monitor the health of inmates and include a description and additional cost or financial impact to offer.

RESPONSE: By partnering with Smart Communications, the County will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:



- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms

Communication and Connection - The SmartWatch™ provides total communication and connection to the facility and the outside world, leveraging advanced technology to support inmate phone calls, video visitation, telehealth visits, privileged visits, text messaging, email, MailGuard® mail scanning, digital request forms, optional music, movies, media and more.



Tracking and Monitoring Inmates - In addition to connection and communication, the SmartWatch™ provides the most advanced live inmate tracking technology in the industry, far superior to decades of old RFID tracking capabilities. The SmartWatch™ can trace live and historical exact inmate location within inches, track history of movement, see live mapping in real time of all inmates in motion or segregate monitoring to specific inmates. Create patterns, alerts of motion and gathering activities, and more.

Health and Wellness - This intelligent device monitors every inmate in real time with vital health and wellness data and reporting. Inmate body temperature, oxygen level and heart rate are monitored and reported in real time, with a customizable monitoring dashboard to create reports, alerts, emergency alarms, wellness histories and more, allowing agency operators and medical staff to have their finger on the pulse of each inmate's physical health in real time, keeping the agency ahead of tragedies before they happen.

Intelligence and Control - The SmartWatch™ opens a new universe of never before possibilities of live and historical intelligence and control of the entire inmate environment. With baked-in intelligence controls fully integrated in the SmartEcosystem™ Dashboard, the SmartWatch™ allows administrators and investigators to

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monitor phone calls, visits, text and emails, as well as shadow inmates in live time with voice biometrics, key word tracking, covertly monitoring voice and video capabilities – all at the fingertips of administrators. SmartWatch™ empowers agency intelligence in the inmate environment at levels never possible before.

5.1.6.5. Contractor shall provide Debit Release Cards that shall also function as credit cards that can be used outside of the facilities. Contractor shall disclose and provide the maximum period of time allowed after the incarcerated person's release, before fees are incurred. Contractor shall provide instruction sheets for card use, fees, and any other necessary information for the incarcerated person.



RESPONSE: Smart Communications expanded our service offering to include inmate deposit, release card and other banking services through a strategic partnership formed with Rapid Financial Solutions, LLC (RapidFin). RapidFin has 13 years of experience in the correctional market with service deployments at multiple State Department of Corrections facilities, including: Nevada, Alabama, Virginia, Utah, Idaho, Iowa and West Virginia. With total service implementations at over 1,000 correctional institutions nationwide, RapidFin processes over 8,000,000 transactions per month.

Through this partnership, Smart Communications can provide the County with MasterCard® branded PIN-based debit cards for the transferring of remaining account balances to inmates upon release. Our ReleasePay™ Inmate Debit Release Cards program allows the County to add funds to the debit card after an inmate has been released from the facility without requiring the physical card to reload. Inmates would have the ability to withdraw funds at:

- Point of sale locations
- Cash back options
- Mastercard® principal banks
- ATMs worldwide

Furthermore, our ReleasePay™ program allows inmates to deposit funds into a bank or PayPal® account.

Our ReleasePay™ Inmate Debit Release Cards utilize a unique card jacket which provides security by shielding the card number and provides all instructions for an inmate to successfully gain access to their money in a manner that best suits their lifestyle.

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5.1.7. Leave-Behind Solution

Contractor shall provide a leave-behind solution at the end of the contract term at no cost to the Sheriff's Office and Probation Department. All call detail records, call and visitation recordings, documentation, reports, data, etc. are the property of the Sheriff's Office and Probation Department and shall be provided to the Sheriff's Office and Probation Department by Contractor on a secure storage medium and in a usable, user-friendly, searchable electronic format at no cost to the Sheriff's Office and Probation Department within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. Contractor shall accept Sheriff's Office's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at Sheriff's Office's option, leave behind solution must be located in a Sheriff's Office-designated location(s).

RESPONSE: Acknowledged and agreed.

5.1.8. Financial Offer

The potential Contractor shall pay the higher of the Revenue Share ($/Minute) or Minimum Annual Guarantee (MAG). The Revenue Share ($/Minute) will be in compliance with FCC and CPUC regulatory laws and stay within allowed limits (currently at $0.01-$0.02 per minute).

The potential Contractor shall provide the Sheriff's Office and Probation Department separately, a Minimum Annual Guarantee (MAG) amount that shall be paid to each in equal monthly installments, due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). State the Revenue Share ($/Minute) Offered and the MAG amount offered, specifying how the MAG amount was determined, how it is reconciled with commissions, and disbursement of adjustment payments, if any.

RESPONSE: As presented in ***Offer (Attachment A)***, Smart Communications is offering to provide our SmartEvo™ ITS service at a flat call rate of $0.05/minute with $0.01/minute commission on all call types, including interstate and international. Our offer also includes an ITS commission revenue Minimum Annual Guarantee (MAG) of $125,000.00. The MAG amount was primarily based on the various fixed, direct, variable and indirect costs and

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expenses associated with project start-up, maintenance and support, along with gross revenue earning expectations based on the County's historical usage and average daily population (ADP) data provided.

The $125,000.00 ITS MAG will be disbursed in equal monthly installments, distributed between the Sheriff's Office and Probation Department separately. The first monthly ITS MAG installment payment in the amount of $10,416.66 or prorated amount will be submitted within five business days after the project's go-live date. Each month thereafter, Smart Communications will provide the County with an ITS commission payment. The ITS commission payment amount provided in subsequent months will be determined by the reconciliation of the County's ITS commission earnings of the prior month. If the County's ITS commission earnings in the prior month exceeds the monthly installment payment amount, the County will be paid the higher amount.

Commission payments based on total gross revenue earnings from incarcerated persons' (IPs) use of "non—ITS" services, such as SmartVisit™ VVS, SmartInmate™ Electronic Messaging and SmartEntertainment™, will be provided separately. The first "non-ITS" commission payment will be made to the County thirty days after the project's go-live date and each month thereafter.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency.

5.1.9. Interest

If any payments due are not received by the Sheriff's Office and Probation Department within the agreed-upon period, the Sheriff's Office and Probation Department are entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66- day year) calculated from the date payment is due.

RESPONSE: Acknowledged and agreed.

5.1.10. Compliance

All rates, fees, and surcharges shall be in compliance with current Federal and State regulatory laws.

RESPONSE: Acknowledged and agreed.

5.1.11. Integration of New Telephone System

The potential Contractor shall submit detailed plans for the provision of necessary telephone equipment and the integration of the new Incarcerated Individual and Youth Telephone System, while minimizing the impacts to current telephone system operations. Should potential Contractor elect to utilize existing Telephone Instruments, potential Contractor shall at its own risk, cost, and expense enter into an agreement with Viapath to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current Telephone System and services agreement. The new automated operator Incarcerated Individual and Youth Telephone System and Telephone Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the Sheriff's Office and Probation Department. System integration and acceptance test criteria is as follows: all telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office and Probation Department Project Managers. All telephone installation plans and

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schedules will be reviewed and approved by the Sheriff's Office and Probation Department's Project Managers, in order to minimize impacts to normal operations.

RESPONSE: Acknowledged and agreed. Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.



By coupling this phased approach to project management/ implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided in response to ***Section 3 – Technical Proposal***, ***#8.2.3.2 Project Methodology and Project Management***. Please note that the plan/schedule provided is "preliminary" and can be adjusted if necessary to help achieve the County's project completion objective.

5.1.12. Project Approach

Contractor shall present an overview, which shall be a narrative description, of the Contractor's proposed plan for providing Incarcerated Individuals/Youth Telephone Services to the Sheriff's Office. The Contractor will provide in full detail, its understanding and response to the Scope of Work.

RESPONSE: Confirmed. Smart Communications utilizes a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close. An overview and narrative description of Smart Communications' proposed plan for the provisioning of our communication technologies and services for the County's incarcerated persons (IPs) are provided in response to ***Section 3 – Technical Proposal***, ***#8.2.3.2 Project Methodology and Project Management***.

5.1.12.1. Project Control Document (PCD) - Upon effective date of Agreement, Contractor shall create and deliver to the Sheriff's Office, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:

- **5.1.1.1.1. Introduction and Executive Summary**
- **5.1.1.1.2. Project Mission & Objectives**
- **5.1.1.1.3. Project Scope**
- **5.1.1.1.4. Implementation Plan and Schedule**
- **5.1.1.1.5. Change Control Plan**

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5.1.1.1.6. Project Team
5.1.1.1.7. Risk Assessment & Management

RESPONSE: Acknowledged and agreed.

5.1.12.2. Project Implementation Team

5.1.12.2.1. Contractor shall provide the name, years of service, qualifications, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the Incarcerated Individual and Youth Telephone System installation; and Contractor's Account Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the subsequent Contract(s).

[redacted]

5.1.12.2.2. Contractor shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members, including the organizational framework for the proposed Project Team and key staff name for each role identified in the chart.

RESPONSE: Acknowledged. Please refer to ***8.2.2.3 Key Personnel's Names and Experience*** for details.

5.1.13. Training/Ongoing Operations

5.1.13.1. Contractor shall provide training on the Incarcerated Individuals/Youth telephone workstation features and usage for all workstations at the Sheriff's Office and Probation Department facilities. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed. All technologies and services provided by Smart Communications include comprehensive initial on-site training at ***no cost***. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the

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hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training as needed. Both on-site and remote training are available upon request at ***no cost*** throughout the contract term.

A detailed scope of the training topics covered for each user access level has been provided in response to ***Section 3 – Technical Proposal, #8.2.3.3 Training – Post-Implementation and Ongoing***.

5.1.13.2. Contractor shall offer annual training on Incarcerated Individuals/Youth Telephone Services and any associated service offering.

RESPONSE: Acknowledged and agreed.

5.1.13.3. Contractor shall provide "refresher training" and training on Incarcerated Individuals/Youth Telephone Service upgrades or any component thereof.

RESPONSE: Acknowledged and agreed.

5.1.13.4. Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings.

RESPONSE: Acknowledged and agreed.

5.1.13.5. Contractor will actively engage in and participate in an annual review of the Contract.

RESPONSE: Acknowledged and agreed.

5.1.14. Management Reporting

5.1.14.1. Project Status Reports during implementation of system and associated services - Contractor shall prepare and submit Project Status Reports separately to Sheriff's Office and Probation Department. Contractor shall submit such weekly reports which shall, at a minimum, state:

5.1.14.1.1. Period covered by the report

5.1.14.1.2. Project Control Document which includes but not limited to:

5.1.14.1.2.1. Project Implementation Checklist
5.1.14.1.2.2. Project progress and plans
5.1.14.1.2.3. Issues tracking, including deficiencies
5.1.14.1.2.4. Project schedule including work scheduled for completion, which was completed, and work scheduled for completion which was not completed
5.1.14.1.2.5. Updates to the Project Control Document
5.1.14.1.2.6. Project risks identified through the quality assurance process

RESPONSE: Acknowledged and agreed.

5.1.14.2. Automated Monthly Management Reports – Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no

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later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. Such reports shall include, but not be limited to, the following:

5.1.14.2.1. Complete Call Detail Reports

5.1.14.2.2. Complete and Detailed Mapping of All Equipment: This report shall include but shall not be limited to information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled, and pertinent wiring information. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available to all Workstations.

5.1.14.2.3. Total Calls Completed and Billed Report - Report shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.

5.1.14.2.4. Total Calls Not Completed Report - Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompletion of the calls and an aggregate total of each value.

5.1.14.2.5. Revenue Share Report - This report shall contain the annual or monthly historical contemporary MAG payment and/or Commissions information.

5.1.14.2.6. Summary of System Outages and/or Maintenance Performed Report - Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the Sheriff's Office and Probation Department.

5.1.14.2.7. Telephone Inspection and Maintenance Log - This report shall be submitted on a quarterly basis.

5.1.14.2.8. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.14.3. Year-End Summary Management Reports - Contractor shall submit Year-End Summary Management Reports to the Sheriff's Office and Probation Department pertaining to the operation of the Contractor's Incarcerated Individual and Youth Telephone System and separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year- End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. are due on the day of, or no later than 5:00 pm the next business day following the Contract Annual Review meeting and presentation.

5.1.14.3.1. Annual Operations Report shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

5.1.14.3.2. Annual Contract Review Report generated for the annual contract review meeting. Within thirty (30) calendar days following the end of each Agreement year, Contractor's Account Manager shall meet with the Sheriff's Office and Probation Department, and present the following:

5.1.14.3.3. Incarcerated Individuals/Youth call activity for the Agreement year

5.1.14.3.4. Compliance with the terms and conditions of the contract

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5.1.14.3.5. Recap of any key areas of successes and/or concerns
5.1.14.3.6. Intended strategies for the upcoming contract year.

RESPONSE: Acknowledged and agreed.

5.2. Tablet Program and Video Visitation for Incarcerate Individuals and Youth

5.2.1. Tablet Program

5.2.1.1. Contractor shall provide tablets for incarcerated person's/Youth's education, rehabilitation, and reentry programs. The tablets shall also include access to ADA information and programs and Systems Law Library content.

RESPONSE: Acknowledged and agreed.

5.2.1.2. Contractor shall provide standard, basic content offer, and describe what is included.

RESPONSE: Our SmartTablet™ devices can be configured to include the following applications:

- **Phone Calls**: inmates can speak to their friends and family using our SmartEvo™ ITS.
- **Video Visitation**: inmates can participate in on-site and remote video sessions via our SmartVisit™ VVS.
- **Messaging**: inmates can send and receive text messages from friends, family and County staff. Inmates can also receive photographs and video messages.
- **MailGuard®**: Patented Mail Scanning provides inmates with free access to personal mail that is processed off-site daily at our state-of-the-art MailGuard® processing center. Our patented MailGuard® keeps facility staff and inmates safe by eliminating the risk of contraband entering the facility via postal mail and by providing a streamlined, labor-free, automated means to process inmate postal mail. MailGuard® also serves as an invaluable investigative tool; digital mail is database-searchable to allow your staff to gain intelligence and eliminate secret communication.
- **Entertainment**: inmates can stream various media, TV shows, movies and games on demand through SmartEntertainment™, with complimentary access to select Ebooks and Internet radio stations.
- **Education and Reentry**: provides inmates with complimentary access to a vast resource of educational, reentry, vocational, life skills, self-improvement and recovery courses and content.
- **Job Search**: helps inmates return to the job market and move past their criminal record by providing access to the U.S. Department of Labor's CareerOneStop website. CareerOneStop provides resources to help inmates find employers and learn how to talk about their conviction.
- **Requests/Grievance**: inmates can electronically create and submit general requests, medical requests and grievances via our SmartRequest™ platform. The customizable and detailed electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility.
- **Law Library**: provides inmates with complimentary, self-service access to Federal and State statutes and case law, a legal dictionary, and other aids to assist with research pertinent to their case. By eliminating the need to escort inmates through the facility to access legal resources, staff burden is reduced.
- **Commissary**: allows inmates to place orders for commissary items. Integration with the facility's commissary provider is performed by Smart Communications at no cost.

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- **PDF Viewer/Documents**: allows inmates to view the inmate handbook, PREA information and other .PDF documents uploaded by authorized facility staff.
- **Inmate Videos**: allows inmates to access MP4 video files uploaded by authorized facility staff (i.e., video version of inmate handbook, facility orientation video, etc.).
- **Calendar**: inmates can access a system-wide calendar/appointment manager. Authorized users can add appointments and other dates to specific inmates' calendars or to the global calendar for all inmates. ***NOTE**: The calendar can also be interfaced with the County's JMS to allow inmates to access court/release date information. This function is facility/vendor-specific, and some vendors may charge for access to the information.*
- **Trust Account/Debit Purchase Lookups**: inmates can view trust account balances and debit purchases. ***NOTE**: Requires the County's incumbent inmate banking/trust commissary vendor to provide the appropriate data feed.*
- **Calculator, Dictionaries and Clock**: provides inmates with access to a calculator to perform basic math and trigonometric calculations, language dictionaries (English/Spanish) and a clock with local time.
- **Video Relay Service**: Video Relay Service (VRS) and Video Remote Interpreting (VRI) can be provided by Purple Communications on Smart Communications' hardware. Purple Communications' VRS and VRI are FCC-certified solutions for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).



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5.2.1.3. Contractor shall provide a detailed description of the tablet device, the functions, the security features, charging/docking stations, and Wi-Fi system.

SmartTablet™ Device Overview

[redacted]

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[redacted]

5.2.1.4. Contractor should be able to provide all incarcerated persons access to free education courses, court ordered and approved courses, self-help, GED prep modules, vocational, spiritual, religious texts, behavioral courses on their tablets, with incarcerated person reward options, for incentive based programing.

RESPONSE: Confirmed. The SmartEd™ platform, available standard on Smart Communications' SmartTablet™ devices, is composed of 20,000 instructional videos and 7,000 practice exercises relating to core educational subjects, such as:



Arts & Humanities|

- Art History Basics
- Art in 19th Century Europe
- Art of Africa, Asia and Medieval Europe
- Art of the Americas to World War I
- Art of the Ancient Mediterranean
- Art of the Islamic World
- Baroque to Neoclassical Art in Europe
- Expressionism to Pop Art

Math|

- Algebra Basics
- Algebra I and II
- AP Calculus AB and BC
- Arithmetic
- Basic Geometry
- Differential Calculus and Equations
- Early Math
- High School Geometry

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- Global Contemporary Art
- Grammar
- Music
- Prehistoric Art in Europe and West Asia
- Renaissance and Reformation in Europe
- U.S. and World History

Computing|

- Computer Programming
- Computer Science

Economics & Finance|

- Finance and Capital Markets
- Macroeconomics and Microeconomics

Science|

- AP Chemistry
- Biology
- Chemistry
- Cosmology and Astronomy
- Electrical Engineering
- Health and Medicine
- Organic Chemistry
- Physics

- Integral Calculus
- Linear Algebra
- Mathematics I, II and III
- Measurement and Data
- Multivariable Calculus
- Pre-algebra and Precalculus
- Real and Complex Numbers
- Statistics and Probability

Misc. Content|

- Big History Project
- California Academy of Sciences
- NASA
- Pixar in a Box
- The Brookings Institution
- Wireless Philosophy

Test Preparation|

- CAHSEE
- GMAT
- IIT JEE
- MCAT
- NCLEX-RN
- SAT

SmartEd™ is a highly customizable and expandable platform that can be configured to support more advanced educational, reentry, life skills, self-improvement and recovery courses.

For example, our SmartEd™ platform supports the iPathways Learning Management System (LMS). iPathways is a non-profit institution that provides correctional facilities with standards-based instructional content to prepare inmates for the High School Equivalency Test (HiSET™), General Education Development (GED®) and Tests Assessing Secondary Completion (TASC™). iPathways LMS offers placement test assessments to identify strengths and weaknesses to help guide student inmates to the appropriate coursework available, which includes:

Reasoning Through the Language Arts|

- Unit 1: The Reading Process
- Unit 2: Vocabulary and Word Skills
- Unit 3: Reading Comprehension Skills
- Unit 4: Patterns of Organization
- Unit 5: Purpose and Tone
- Unit 6: Graphics and Electronic Texts
- Unit 7: The Writing Process

Science|

- Unit 1: Scientific Methods and Technology
- Unit 2: Life Science
- Unit 3: Physical Science
- Unit 4: Earth and Space Science

Mathematics|

- Unit 1: Introduction to Real Numbers
- Unit 2: Variables and Algebraic Expressions
- Unit 3: Introduction to Geometry
- Unit 4: Linear Inequalities in One Variable
- Unit 5: Linear Functions
- Unit 6: Polynomials and Factoring
- Unit 7: Rational Expressions

Social Studies|

- Unit 1: Civics and Government
- Unit 2: United States History
- Unit 3: Economics:
- Unit 4: Geography and the World

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Basic Writing|

- Unit 1: Sentence Structure
- Unit 2: Paragraph Writing
- Unit 3: Effective Sentences
- Unit 4: Introduction to Referencing Materials
- Unit 5: Essay Writing

Basic Math|

- Unit 1: Whole Numbers - Place Value, Rounding and Estimating
- Unit 2: Fractions and Mixed Numbers
- Unit 3: Decimals
- Unit 4: Ratios and Proportions
- Unit 5: Percents

Consumer Education|

- Unit 1: Getting a Job or Furthering Your Education
- Unit 2: Taxes
- Unit 3: Housing
- Unit 4: Transportation
- Unit 5: Investing
- Unit 6: Consumer Protection and Decision Making

Each coursework category lesson follows an easy to navigate template in which:

- Each lesson begins with an introduction to the content with guiding questions and learning objectives
- Key terms are included to help students develop academic vocabulary and activate background knowledge
- Graphics and images support the instruction
- Instant feedback activities provide opportunities for the student to self-check their progress and understanding
- Audio and video pieces support the instruction

The iPathways LMS can be interfaced with our SmartEcosystem™ Dashboard, which allows authorized facility staff to assign programming content to individual inmates and monitor their progress.

MaxxContent|

MaxxContent provides Corrections Rehabilitation Institute (CRI) programming that consists of 20 self-paced courses. Courses last 30 minutes to one hour and teach life skills, technology, literacy, and job search skills. Students will receive a certificate with the completion of each course. Courses include Anger Management, Job Readiness, Expectations and Outcomes, Substance Abuse, Family and Community, Communication and Conflict Resolution, Time Management, Career Resources, Financial Literacy, My SWOT (strength, weaknesses, opportunities, and threats), Behavior Change, Health Education, Entrepreneurship, Contemporary Technology Skills, Exercising, and more.

Along with the CRI programing, students may choose to study soft skills and can select from 25 different courses which cover topics such as Strategic Planning, Marketing, Finance and Accounting, Human Resources, Management, Leadership, Communications, Personal Development, Project Management, Team Building, Sales, and Customer Service. This curriculum has something to offer each student.

Breaking Free|

Breaking Free is an evidence-based online healthcare intervention program. This intervention addresses the misuse of 70 different substances, including alcohol, opiates, psychoactive substances, and prescribed medications, as well as mental health issues. Breaking Free provides expert behavioral support for offenders in a consistent, accessible and scalable way that extends beyond the prison gate. It focuses on the path from custody to community.

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5.2.1.5. Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system.

RESPONSE: Confirmed.

5.2.1.6. Contractor will provide pre-loaded self-help courses on topics ranging from job interview preparation to substance abuse, and anger management.



RESPONSE: Confirmed. Smart Communications' SmartTablet™ devices also offer SmartReentry™, featuring Beyond Prison, Probation and Parole (BPPP). BPPP is a 10-part interactive reentry video series that helps change the way incarcerated individuals view their path to rehabilitation. The series features inspiring stories told by successful formerly-incarcerated men and women who have overcome the challenges, obstacles and fears associated with transitioning from prison back to society, family and community. This video series empowers instructors and support groups to help participants make the most out of the inspiring and motivational messages/strategies in each BPPP video.

Smart Communications' SmartEd™ can also be configured to allow inmates to participate in and earn certificates of completion for court-mandated courses offered through the North American Learning Institute (NALI).

Animal Cruelty|
- Animal Cruelty Prevention

Behavior|
- Anger Management
- Behavior Modification

Conflict Resolution|
- Conflict Resolution

Diversity|
- Diversity Awareness

Drugs & Alcohol|
- Drug and Alcohol Awareness
- Marijuana Education
- Minor in Possession (MIP) Class
- Tobacco Awareness
- Vaping Awareness and Prevention Education

Ethics|
- Workplace Ethics Training

Fire Safety|
- Fire Safety

First Aid|
- CPR Training
- First Aid Training

Human Trafficking|
- Human Trafficking Awareness and Prevention

Legal|
- HIPAA Training

Life Skills|
- Life Skills

Parenting|
- Babysitting Preparedness
- Bullying Awareness and Prevention
- Parent Education and Family Stabilization
- Parenting Skills Class

Prostitution|
- Prostitution Prevention

Sexual Harassment|
- Sexual Harassment Prevention

Skilled Trades|
- Confined Space Training
- Hazard Communication Training

Theft|
- Theft Awareness

Truancy|

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Food Safety|
- Food Handler Training

Health and Wellness|
- Bloodborne Pathogens
- Concussion Awareness and Prevention
- Ergonomics Training
- HIV/AIDS Awareness and Prevention
- Virus Awareness and Spread Prevention
- Truancy Prevention

Violence|
- Domestic Violence
- Workplace Violence Awareness and Prevention

Other educational and rehabilitative resources supported on the SmartTablet™ devices are presented in our response to item ***#5.2.1.4***.

Please note that each of our advanced educational resources require a significant amount of bandwidth, network resources, licensing fees and, in some cases, facility staff resources to deliver and maintain, and are therefore typically provided separately. Smart Communications works directly with your agency to determine which of these advanced programs can be provided at ***no cost*** that will best complement and/or enhance the agency's current educational and rehabilitative program offerings, while ensuring resources are deployed in the most effective and efficient manner possible.

SmartTablet™ devices, as well as the secure, independent wireless network and infrastructure required to support usage are provided to the agency and inmates at absolutely ***no cost***.

5.2.1.7. Contractor will allow Programs Unit to utilize tablet system as a platform for IP's to be able to take a placement test, to help programs unit identify strengths and weaknesses of IP, which will then guide IP to the appropriate lesson.

RESPONSE: Confirmed.

5.2.1.8. Contractor will provide additional incentives for IP to pursue the educational and vocational content. Example: If IP does well in a course, or has been a model IP, they win points, which can be used to tap into music, movies and games on the tablet system.



RESPONSE: Confirmed. The SmartTablet™ devices can be configured to include our SmartRewards™ program. SmartRewards™ is an incentive program that rewards inmates who accomplish certain educational goals by providing them with complimentary access to SmartEntertainment™ premium content or free SmartInmate™ Electronic Messages to communicate with friends and family.

5.2.1.9. The device shall be capable of displaying the most common file formats.

RESPONSE: Confirmed.

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5.2.1.10. Tablets shall have, at a minimum, the following security features:

5.2.1.10.1. The device may store limited data across user sessions.

5.2.1.10.2. The device shall be configured for unique user login for certain users.

5.2.1.10.3. The device shall return to a secure baseline configuration upon logout, restart, or reboot.

5.2.1.10.4. The device is capable of tiered-role privileges that distinguish between users and administrators and their authorized functions.

5.2.1.10.5. Access to boot partitions and the root file system are prohibited.

5.2.1.10.6. The device provides no access to macros, scripting or application programming interfaces.

RESPONSE: Confirmed.

5.2.1.11. Tablets shall have the capability to render Sheriff's Office and Probation Department-generated web content including but not limited to websites and streaming media.

RESPONSE: Confirmed.

5.2.1.12. Tablets shall be capable of rendering content on closed networks or secure zones, completely isolated from the internet.

RESPONSE: Confirmed. All Smart Communications' operating system and application software is custom designed and purpose-built for exclusive use within a corrections environment. Our SmartTablet™ devices are equipped with our custom operating systems that will only allow the devices to connect to our secure network within the facility and run pre-approved applications. Authorized staff are provided with total control as to which applications are accessible to inmates on a SmartTablet™ device.

5.2.1.13. The Commander/Administrator tablet is required to have the capability to shut down tablets remotely; and the capability to monitor the tablets.

RESPONSE: Confirmed. The SmartTablet™ devices are administered via our secure, web-based SmartEcosystem™ Dashboard. Authorized users can enable or disable SmartTablet™ device login and application accessibility per inmate, per housing unit or facility-wide. A scheduling system can also automatically deny device access during pre-defined times, such as meals, counts, lockdown times, etc. SmartTablet™ devices can also be disabled on-demand through self-service management tools when needed by administration for emergencies, unscheduled transports, etc. The SmartEcosystem™ Dashboard can also be configured to require inmates to acknowledge receipt of facility documents at timed intervals or upon log in.

5.2.1.14. Ear buds shall be initially provided by Contractor at no cost for all tablets and inventory spares. Contractor may charge for subsequent requests for replacement ear buds.

RESPONSE: Acknowledged and agreed.

5.2.1.15. Contractor shall provide an inventory of tablets onsite at the Sheriff's Office and at the Probation Department to immediately replace broken tablets and shall have an expedient process of returning broken or defective tablets and replenishing inventory at agreed-upon unit quantity levels.

RESPONSE: Smart Communications will provide the facility with a pool of spare SmartTablet™ devices to allow for damaged or inoperable devices to be immediately replaced and ensure inmate access to tablets is not

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limited. If a tablet is damaged and taken out of use in the inmate population, a spare tablet is taken from the spare device pool and is assigned to the proper location and put into use for the inmates.

We will also provide shipping boxes with prepaid shipping labels to return damaged/inoperable devices. Upon receipt, we will send replacements to replenish the spare device pool. The entire repair/replacement process is at no cost to the inmates or the agency in situations where no ill-intent has been determined.

5.2.1.16. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Tablets and Video Visitation System Service Level Agreement in Exhibit II.

RESPONSE: Acknowledged and agreed.

5.2.1.17. Quantity of Tablets Proposal Offer

5.2.1.17.1. Sheriff's Office

5.2.1.17.1.1. Refer to Section 2.3.1.1 of this RFP. The Sheriff's Office prefers, although not required, a 1:1 Inmate to Tablet Ratio and 13 Commander tablets. State the number of tablets offered in proposal and rationale for determining quantity offered.

RESPONSE: Confirmed. To ensure all inmates are provided with fair and equal access to tablets, Smart Communications utilizes a free shared tablet distribution model. With this model, we provide our partner facilities with SmartTablet™ devices at ***no cost*** To the County, inmates or inmates' families.

Smart Communications is proposing a Personal 1:1 tablet distribution model. With this model, Smart Communications provides an ample quantity of SmartTablet™ devices to allow the County to issue each inmate their own personal device. This provides inmates with immediate access to the available tablet services and applications during authorized access times. Additionally, each inmate is held accountable for the responsible use and care of the device they are issued. If an inmate's personal tablet becomes inoperable due to intentional damage, the inmate is required to pay for the damaged tablet before being eligible to receive a replacement.

Smart Communications will also provide the facility with a pool of spare SmartTablet™ devices to allow for a damaged or inoperable device to be immediately replaced. We also provide pre-printed shipping labels and boxes to return damaged/inoperable devices. Upon receipt, Smart Communications will send a replacement to replenish the spare device pool. Smart Communications provides all additional/replacement tablets to the facility at ***no cost***, and we do not hold the facility liable for any SmartTablet™ device that sustains damage.

Smart Communications will also furnish a total of 13 "commander" tablets to be used by facility staff to administer tablet devices deployed at the Sheriff's Office.

5.2.1.17.1.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

RESPONSE: Service and commission rates for the Sheriff's Office (adult) incarcerated persons' (IPs) use of "premium" SmartTablet™ device services are summarized in the tables below:

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	$0.10	50.0%
	Remote (Video on Demand)	$0.10	

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	Service Type	Service Rate	Commission Rate
SmartInmate™ Service Rates and Commission Rates	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	$0.10/message	20.0%
	Text message (up to 30,000 characters)	$0.50/message	
	Photo Attachment (inbound only)	$1.00/photo	

	Media Description	Rate/Minute	Commission Rate
SmartEntertainment™ Service and Commission Rates	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	$0.03	50.0%

For complete details, please refer to ***Offer (Attachment A)***.

5.2.1.17.2. County Probation Department

5.2.1.17.2.1. Refer to Section 2.3.2 of this RFP. The Probation Department requires a minimum of 20 tablets (10 for each unit) and 2 Commander tablets. State number of tablets offered in proposal and rationale for determining quantity offered.

RESPONSE: Smart Communications is proposing a Personal 1:1 tablet distribution model. As previously described, this distribution model will provide incarcerated youths with immediate access to the available tablet services and applications during authorized access times.

Smart Communications will also furnish a total of two "commander" tablets to be used by facility staff to administer tablet devices deployed at the Probation Department.

5.2.1.17.2.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

RESPONSE: Not applicable. Probation Department (youth) incarcerated persons (IPs) are provided with complimentary use of all SmartTablet™ device services.

5.2.2. Video Visitation through Tablets

5.2.2.1. Video Visitation Requirements for both Sheriff's Office and Probation Department

5.2.2.1.1. The system shall allow the public to visit Incarcerated Individuals/Youth from their home, as well as from pre- determined visitation centers in designated Sheriff's Office and Probation Department facilities, while being monitored and recorded by Sheriff's Office and Probation Department staff. Attorneys and other approved individuals who require private access to Incarcerated Individuals/Youths will be able to do so through Remote Incarcerated Individuals/Youth Video Visitation without being monitored or recorded. There will be onsite Incarcerated Individuals/Youth Video Visitation terminals as well, for private video sessions with attorneys and other approved individuals. All recordings shall remain

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the property of the Sheriff's Office and Probation Department. All facets of this project will be mutually agreed upon by Contractor and the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.2. Both Sheriff's Office and Probation Department have TracNet for their Jail Management System and Aramark for their Commissary. The Contractor will be responsible for a seamless and fully operational interface development and associated costs with 3rd party vendors (Jail Management System or Commissary vendors) and/or Sheriff's Office and Probation Department systems. The Contractor will be required to plan and implement the Video Visitation System, including any integration and/or interfaces, and testing of all required equipment and software relative to the new Video Visitation System, without impacting the normal daily operation of other Sheriff's Office and Probation Department systems.

RESPONSE: Acknowledged and agreed.

5.2.2.1.3. Contractor shall state all costs, if any, associated with the installation, associated equipment and/or software, furniture, and enclosures, and will include all cost components. The Video Visitation System instruments, software, hardware, and enclosures shall be subject to approval by the Sheriff's Office and Probation Department. The Contractor shall be responsible for any costs for cabling and wiring, network access, project implementation, interface development and installation, and for any other cost incurred in conjunction with implementation of the system and its associated services and features.

RESPONSE: Not applicable. Smart Communications will furnish, install, support and maintain all proposed technologies and services at ***no cost*** to the County.

5.2.2.1.4. Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

RESPONSE: Acknowledged and agreed.

5.2.2.1.5. Contractor shall provide a fully functioning, comprehensive and operational hosted, IP-based Video Visitation System using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities.

RESPONSE: Acknowledged and agreed.

5.2.2.1.6. The Video Visitation System shall be capable of processing on-site and remote visits at all facilities, allowing visitors to video conference with Incarcerated Individuals/Youths whether visitor is located at a designated Facility property and/or at a remote location.

RESPONSE: Confirmed. Smart Communications' SmartVisit™ VVS is the most intelligent video visitation platform in corrections and supports both on-site and remote visits. SmartVisit™ utilizes industry exclusive content filtering software and a robust web-based scheduling application that streamlines and automates the visitation process to provide a true "self-service" video visitation experience with zero staff involvement.



Visitors can manage their account, schedule a visit or conduct a SmartVisit™ VVS session on-site via a SmartKiosk™ or remotely from a PC at www.SmartInmate.com.

5.2.2.1.7. The Video Visitation System shall be a complete solution for the Sheriff's Office and Probation Department incorporating all major aspects of visitation (e.g., reporting, recording, scheduling,

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software and hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors.

RESPONSE: Acknowledged and agreed.

5.2.2.1.8. The Video Visitation System shall allow for visitation recording.

RESPONSE: Confirmed. All non-privileged SmartVisit™ video visitation sessions are recorded by our custom, internal recording subsystem. This subsystem processes the audio/video data from the session and embeds various metadata to support the query/search functions and other investigative tools in the SmartEcosystem™ Dashboard, such as SmartLink™ and advanced case reports. The recording file produced contains the audio and video feeds from both the inmate and visitor, and includes any system text prompts (i.e., "inmate not facing camera" or "visitor not facing camera") or text messages interjected into the session by the staff member monitoring the visit. The video recording also contains other important visitation session data, such as participant names, video devices/endpoints used, session timer and date/time of the visit.

Once processed by the subsystem, SmartVisit™ video visitation session recordings are automatically stored in the SmartEcosystem™ Dashboard. Authorized facility staff can immediately access and play back SmartVisit™ recordings via the SmartEcosystem™ Dashboard's built-in video player.



While reviewing a SmartVisit™ recording, authorized staff can adjust the video playback speed, listening volume level and viewing/display size (i.e., full-screen). The SmartEcosystem™ Dashboard also includes a "***Visitation Notes***" feature, allowing staff to enter important notes/comments regarding the video visitation session. The notes entered are saved with the session recording to facilitate sharing with and review by other staff members.

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SmartVisit™ session recordings are saved in a common/non-proprietary MPEG-4 (.MP4) video file format. As a standardized file format for video, almost all video players support MP4 – no additional software is required for playback. To open a file, double-click the video to open in the default video player/viewer on the PC. Android and iPhone natively support playback of MP4 as well.

Our SmartVisit™ VVS utilizes cloud-based architecture managed via our geographically disparate and redundant data centers. SmartVisit™ session recordings are securely stored in these data centers and backed up nightly. Since our data centers are scalable and do not impose storage limits, all session recordings are stored for the full contract term and beyond. To optimize system/network performance, older recordings are archived in accordance with the agency's policy, regulatory compliance or once every 180 days. Archiving is performed by our skilled Network Operations Center (NOC) staff and allows for loss-less retrieval at any time in the future.

5.2.2.1.9. The Video Visitation System shall be able to charge the visitor for remote and inter-facility video visits with the Sheriff's Office and Probation Department.

RESPONSE: Confirmed.

5.2.2.1.10. The Video Visitation System shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP/Ethernet. Systems that utilize analog audio/video matrix switching devices are not acceptable.

RESPONSE: Confirmed. Smart Communications' SmartVisit™ VVS is a fully IP-based platform. All connections are made using a dynamic, centralized Stream Forwarding Unit (SFU) located within the network. All connections to this unit are managed by the SmartVisit™ application that is controlled via the SmartEcosystem™ Dashboard. Any inmate video end point can be connected to any visitor visitation endpoint or a remote visitor PC or smartphone with an active Internet connection. The SFU is also controlled by the video management application. Connections are made dynamically on a visit-by-visit basis.

5.2.2.1.11. At no expense to the Sheriff's Office and Probation Department, staff shall be trained by Contractor in the use of the System to facilitate all on site and remote browser-based visitations and to administer the System.

RESPONSE: Acknowledged and agreed. Please refer to our response to #***5.2.2.1.67*** for details.

5.2.2.1.12. Cabling and wiring, network access, interface, installation, and implementation of the Video Visitation System and associated services and features will be the responsibility and cost of the Contractor. Contractor shall be responsible for providing and implementing a separate network connection (cable, fiber, etc.). Contractor will be responsible for any additional network switches, wiring, and any and all bandwidth required for video visitations.

RESPONSE: Acknowledged and agreed.

5.2.2.1.13. Cabling, wiring, and other infrastructure will become the property of the Sheriff's Office and Probation Department at the end of the contract term.

RESPONSE: Acknowledged and agreed.

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5.2.2.1.14. Remote visitors will be able to conduct remote visits without having to install or download any software.

RESPONSE: Confirmed. Visitors can conduct a SmartVisit™ VVS session remotely through the web browser on any internet-enabled device via www.SmartInmate.com.

5.2.2.1.15. Contractor shall provide technical support in both English and Spanish during visitation hours for facility and visitors at no cost to facility.

RESPONSE: Confirmed.

5.2.2.1.16. Software upgrades and system improvements will be provided and implemented at no additional cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.17. The Video Visitation System shall be able to support several web-based applications including, but not limited to, video visitation, Incarcerated Individuals/Youth information, sick request, emergency visit, commissary ordering and Incarcerated Individuals/Youth electronic Email.

RESPONSE: Applications, features and functionalities available on the SmartKiosk™ devices include:

- **Phone Calls**: inmates can speak to their friends and family using our SmartEvo™ ITS.
- **Video Visitation**: inmates can participate in on-site and remote video sessions via our SmartVisit™ VVS.
- **Messaging**: inmates can send and receive text messages from friends, family and County staff. Inmates can also receive photographs and video messages.
- **MailGuard®**: Patented Mail Scanning provides inmates with free access to personal mail that is processed off-site daily at our state-of-the-art MailGuard® processing center. Our patented MailGuard® keeps facility staff and inmates safe by eliminating the risk of contraband entering the facility via postal mail and by providing a streamlined, labor-free, automated means to process inmate postal mail. MailGuard® also serves as an invaluable investigative tool; digital mail is database-searchable to allow your staff to gain intelligence and eliminate secret communication.
- **Job Search**: helps inmates return to the job market and move past their criminal record by providing access to the U.S. Department of Labor's CareerOneStop website. CareerOneStop provides resources to help inmates find employers and learn how to talk about their conviction.
- **Requests/Grievance**: inmates can electronically create and submit general requests, medical requests and grievances via our SmartRequest™ platform. The customizable and detailed electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility.
- **Law Library**: provides inmates with complimentary, self-service access to Federal and State statutes and case law, a legal dictionary, and other aids to assist with research pertinent to their case. By eliminating the need to escort inmates through the facility to access legal resources, staff burden is reduced.
- **Commissary**: allows inmates to place orders for commissary items. Integration with the facility's commissary provider is performed by Smart Communications at no cost.
- **PDF Viewer/Documents**: allows inmates to view the inmate handbook, PREA information and other .PDF documents uploaded by authorized facility staff.

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- **Inmate Videos**: allows inmates to access MP4 video files uploaded by authorized facility staff (i.e., video version of inmate handbook, facility orientation video, etc.).
- **Calendar**: inmates can access a system-wide calendar/appointment manager. Authorized users can add appointments and other dates to specific inmates' calendars or to the global calendar for all inmates. ***NOTE**: The calendar can also be interfaced with the County's JMS to allow inmates to access court/release date information. This function is facility/vendor-specific, and some vendors may charge for access to the information.*
- **Trust Account/Debit Purchase Lookups**: inmates can view trust account balances and debit purchases. ***NOTE**: Requires the County's incumbent inmate banking/trust commissary vendor to provide the appropriate data feed*.
- **Calculator, Dictionaries and Clock**: provides inmates with access to a calculator to perform basic math and trigonometric calculations, language dictionaries (English/Spanish) and a clock with local time.
- **Video Relay Service**: Video Relay Service (VRS) and Video Remote Interpreting (VRI) can be provided by Purple Communications on Smart Communications' hardware. Purple Communications' VRS and VRI are FCC-certified solutions for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).

SmartTablet™ devices support all SmartKiosk™ applications, features and functionalities, as well as:

- **Entertainment**: inmates can stream various media, TV shows, movies and games on demand through SmartEntertainment™, with complimentary access to select Ebooks and Internet radio stations.
- **Education and Reentry**: provides inmates with complimentary access to a vast resource of educational, reentry, vocational, life skills, self-improvement and recovery courses and content.

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5.2.2.1.18. The Video Visitation System shall utilize high quality video, H.264 video standard, 64 Kbps- 2 Mbps video transmission speeds, and a wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (l76x 144pixels).

RESPONSE: Confirmed.

5.2.2.1.19. The Video Visitation System shall be designed for: up to 30 frames per second of high-quality video at 384+ Kbps, up to 15 frames per second of high-quality video at 64 - 320 Kbps, and constant or variable bit rate and frame rate.

RESPONSE: Confirmed.

5.2.2.1.20. The Video Visitation System shall provide encryptions for all visits.

RESPONSE: Confirmed.

5.2.2.1.21. In-Process Visits shall have a visible countdown timer and a recording notification legibly posted in both English and Spanish

RESPONSE: Confirmed.

5.2.2.1.22. All video visitation station components shall be field- replaceable by facility staff or by the Video Visitation System contractor. All video visitation station components shall be non--proprietary.

RESPONSE: Confirmed.

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5.2.2.1.23. The terminal will be able to access the web-based application and be enabled for touch screen inputs.

RESPONSE: Confirmed..

5.2.2.1.24. The Video Visitation System shall have the option for handset volume control.

RESPONSE: Confirmed.

5.2.2.1.25. All visitation recordings shall be processed and stored at the Sheriff's Office and Probation Department's option and direction: at a remote data center or stored locally within the facility on a separate server environment (will NOT use Sheriff's Office and Probation Department's internal server environment).

RESPONSE: Confirmed. Please refer to our response to ***#5.2.2.1.8*** for details.

5.2.2.1.26. The Video Visitation System shall provide software updates free of charge to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.27. The Video Visitation System shall be a user-friendly, highly graphical, keyboard and mouse-driven application or better.

RESPONSE: Confirmed. Smart Communications' SmartKiosk™ and SmartTablet™ devices are equipped with interactive and user friendly touch screen displays.

5.2.2.1.28. The Video Visitation System shall be accessible via standard browser to facility users with network access and application privileges.

RESPONSE: Confirmed. The system is only accessible to authorized County personnel via the secure, web-based SmartEcosystem™ Dashboard. Authorized personnel must enter their username and password credentials to log in to the SmartEcosystem™ Dashboard. After logging in, users can perform all system functions relative to their security level setting. For security, accountability and auditing purposes, all user activity, such as page views and database modifications, are logged in detail.

5.2.2.1.29. The Video Visitation System shall be a privilege-based system allowing the assignment of privileges to customizable user's groups and user assignment to specific user groups.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard incorporates managed password control. Smart Communications will provide administrator access to our secure, web-based SmartEcosystem™ Dashboard which allows for the addition/removal of users and the assignment of different user security levels. The system will allow unlimited flexibility, allowing each function in the system to be assigned to a specific username and password for different levels of security clearance.

5.2.2.1.30. The Video Visitation System shall allow the facility to automatically notify a user(s) and/or user group(s) via Email when a visitation station is added, modified and/or taken offline.

RESPONSE: Confirmed.

5.2.2.1.31. The Video Visitation System will interface with the facility's jail management system (JMS) and provide Sheriff's Office-specific and Probation Department- specific information for tracking Incarcerated

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Individuals/Youth and visitor activities and patterns. The Video Visitation System shall track all Incarcerated Individuals/Youth housing unit assignments, movements and Incarcerated Individuals/Youth releases to validate scheduled visitation integrity.

RESPONSE: Confirmed.

5.2.2.1.32. The Video Visitation System shall automatically attempt to reschedule all visits associated with the Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has changed housing locations.

RESPONSE: Confirmed.

5.2.2.1.33. Video Visitation System shall automatically cancel all visits associated with an Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has been released.

RESPONSE: Confirmed.

5.2.2.1.34. Video Visitation System shall notify visitor(s) via Email and automated phone message if a visitation has been cancelled.

RESPONSE: Confirmed. Public users are notified of pending SmartVisit™ VVS sessions by email or text message. Once scheduled, the user can view visit details at SmartInmate.com. Public users will also be notified by email if there are any cancellations or changes to the visit.

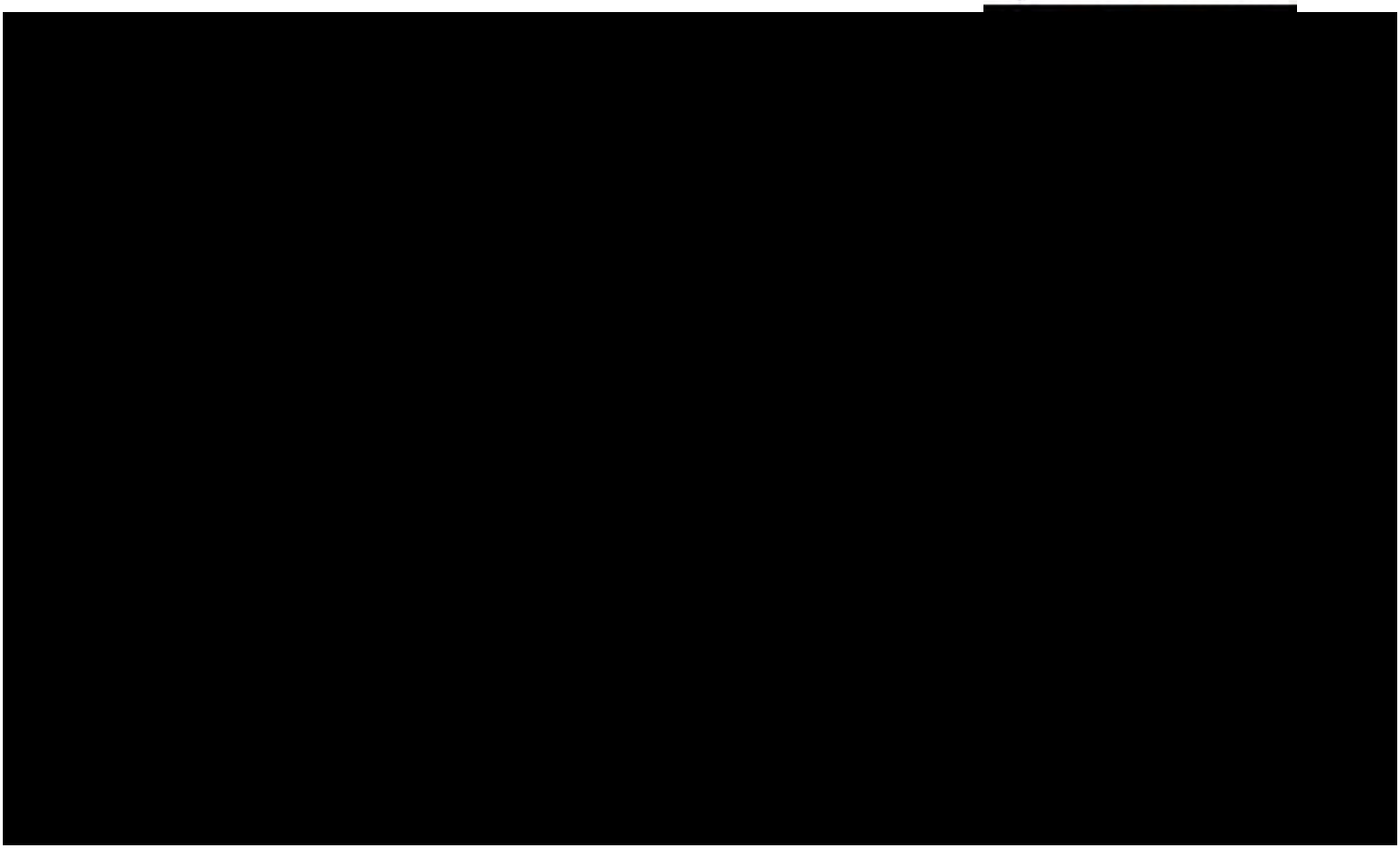
5.2.2.1.35. The Video Visitation System shall allow the Sheriff's Office and Probation Department to require and process pre-screening data to be specified by the facilities, prior to scheduling video visits, to streamline video visits.

RESPONSE: Confirmed. SmartVisit™ VVS features a robust, web-based Visitation Scheduler application. This applicable allows public users to use any PC, smartphone or tablet with an active Internet connection, or a facility lobby kiosk to schedule on-site or remote video visitation sessions. The Visitation Scheduler's intelligent software eliminates the need for staff to be involved in the visitation scheduling process and greatly reduces lobby foot traffic and wait times by employing conflict-checking algorithms to ensure video visitation stations are available at the session times requested.

To schedule a SmartVisit™ VVS session, an individual must create a SmartInmate.com account. During the account creation process, the individual is prompted to provide basic contact information, and create a unique username and password. Additional security features, such as requiring a public user to upload a form of government issued ID and a profile picture for identity confirmation, are also available.

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5.2.2.1.36. The Video Visitation System shall allow the facilities to manage and schedule internet video visitation, on- premises and off-premises video visitation and non- video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling polices.

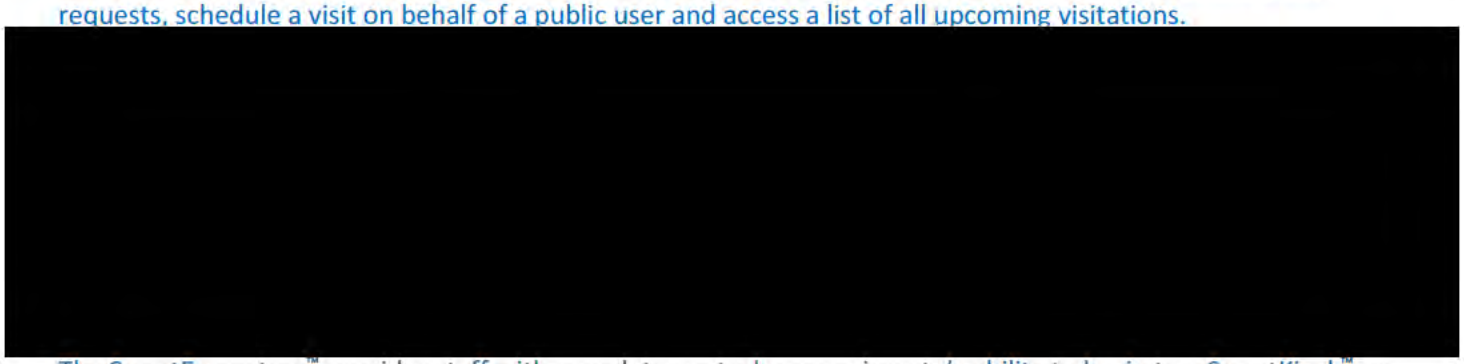
RESPONSE: The SmartEcosystem™ Dashboard is equipped with a granular "***Schedule***" function. This function allows authorized facility staff to control both the days of the week and times in which on-site, on-demand and remote SmartVisit™ VVS services are available for inmate use.

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In the SmartEcosystem™ Dashboard, authorized facility staff can also review/approve public user visitation requests, schedule a visit on behalf of a public user and access a list of all upcoming visitations.



The SmartEcosystem™ provides staff with complete control over an inmate's ability to log in to a SmartKiosk™ or SmartTablet™ device, and to which service applications they are provided with access. Device and service restrictions may be configured for a specific inmate, group of inmates/housing unit or the entire facility.

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5.2.2.1.37. The Video Visitation System shall allow the facility to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording and monitoring rules and scheduling and polices.

RESPONSE: Confirmed.

5.2.2.1.38. The Video Visitation System shall allow the facility to create specific personal and non-recorded professional (Attorney) visitation time slots for internet video visits, on-premises and face-to-face visits.

RESPONSE: Confirmed.

5.2.2.1.39. The Video Visitation System shall allow the facility to determine what types of visits (Internet, on- premises or both) are allowed for each housing unit.

RESPONSE: Confirmed.

5.2.2.1.40. The Video Visitation System shall allow the facility to establish and manage approved visitor lists for the entire facility, only selected housing units or only selected Incarcerated Individuals/Youths.

RESPONSE: Confirmed.

5.2.2.1.41. The Video Visitation System shall provide for an Exclusion List and allow the facility to schedule a "no visitations" event with customizable duration for an Incarcerated Individuals/Youth, station, station group, housing unit and/or visitation center.

RESPONSE: Confirmed.

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5.2.2.1.42. The Video Visitation System shall provide authorized Sheriff's Office and Probation Department users the ability to do searches and create reports.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with multiple SmartVisit™ VVS administrative and reporting tools. Please refer to ***Section 3, #8.2.3.5 Management and Maintenance Reports*** for details.

5.2.2.1.43. The Video Visitation System shall allow the facility to establish and automatically enforce different Incarcerated Individuals/Youth and visitor quotas for internet video visits, on-premises video visits and face- to-face visits.

RESPONSE: Confirmed.

5.2.2.1.44. The Video Visitation System shall allow the facility to denote a visitor as being a professional visitor.

RESPONSE: Confirmed. The SmartVisit™ VVS registration and scheduling process allows public users to register their account to receive confidential/privileged video visits. The submitted application will be put in queue until approved by the authorized facility administrator.

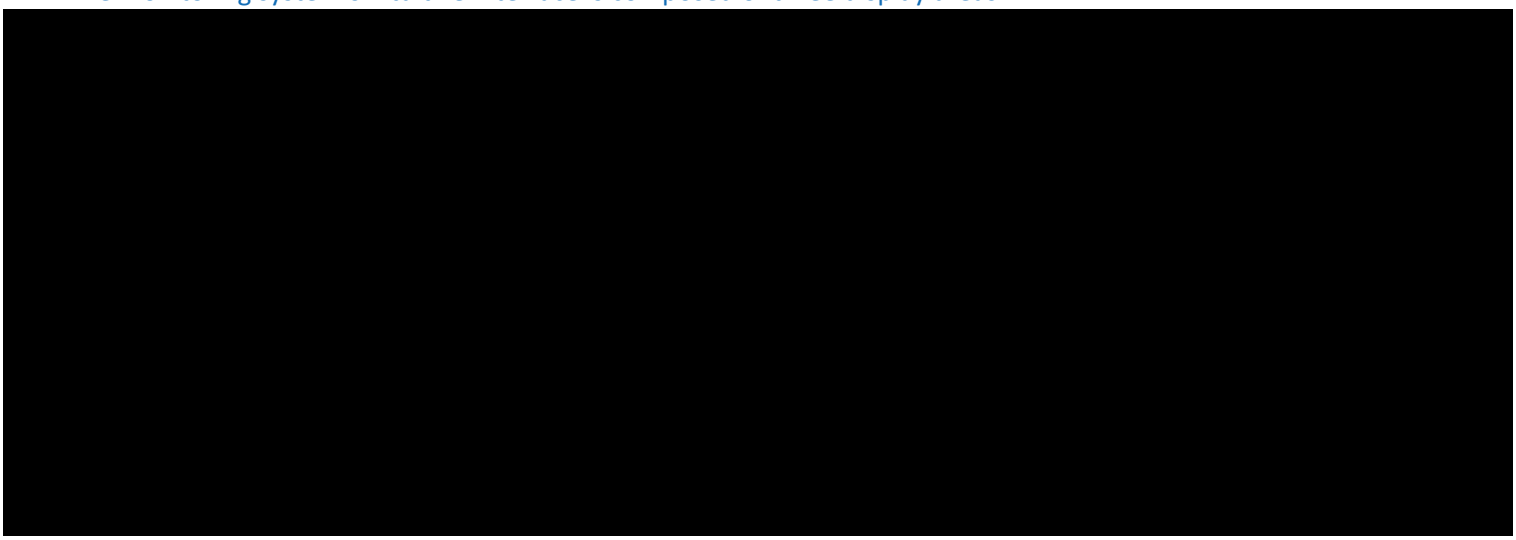
5.2.2.1.45. The Video Visitation System shall automatically start each visit at the designated start time.

RESPONSE: Confirmed. After a SmartVisit™ video visitation session has been initiated by the visitor, the system will wait for the inmate to log in to their video visitation terminal or tablet device. The video visitation will commence automatically as soon as both parties are logged in and present without staff intervention.

5.2.2.1.46. Video Visitation System shall allow for real-time visitation monitoring of all video visitations conducted onsite and offsite.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with a live video visitation monitoring feature, which allows authorized facility staff to monitor all non-privileged SmartVisit™ sessions in real-time, on-site or remotely from any PC equipped with a common web browser and active Internet connection.

The monitoring system's intuitive interface is composed of three display areas:



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[redacted]

5.2.2.1.47. The Video Visitation System shall provide synchronized digital video and audio recording for all visitation sessions.

RESPONSE: Confirmed. Please refer to our response to ***#5.2.2.1.8*** for details.

5.2.2.1.48. The Video Visitation System shall automatically attempt to reconnect stations if connectivity is lost.

RESPONSE: Confirmed.

5.2.2.1.49. The Video Visitation System will provide for a Visitation Rules system that allows for configurable rules to be established in order to encourage usage and minimize the number of people in the lobby.

RESPONSE: Confirmed. In addition to many built in features, Smart Communications' SmartVisit™ VVS allows for the configuration of Visitation Rules to encourage usage and minimize the number of people in the lobby.

To encourage usage:

- Free visitations – free on-site visitations for public visitors and free remote visitations for professional visitors are included
- Time extension – authorized users can extend the time of any running visit
- Self-service experience – public users can schedule and initiate visitation sessions without staff intervention
- Inmate-initiated visits – inmates can send a visitation request to a public user via email or text; the visitor has three minutes to initiate the session once the request is sent

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To minimize lobby foot traffic:

- Automatic cut off – sessions are automatically terminated the at the end of the allotted visitation period to ensure schedules are maintained
- Conflict checking – the web-based Visitation Scheduler employs conflict checking algorithms to ensure video visitation stations are available at the session times requested
- Remote visitations – public users can schedule and participate in a visitation session via an internet-enabled PC

Most of these features can be configured by authorized users via the SmartEcosystem™ Dashboard.

5.2.2.1.50. The Video Visitation System will provide the Incarcerated Individuals/Youth with standard information retrieved from the facility's jail management system (i.e., court dates, trust account balances).

RESPONSE: Confirmed.

5.2.2.1.51. The Video Visitation System shall allow the facility to create remote video visitation billing charges.

RESPONSE: Confirmed.

5.2.2.1.52. Video Visitation System must have the ability to differentiate between professional visitors on the approved list and those who aren't on the approved list and non-professional visitors (i.e., allow public defenders and private attorneys on the approved list to have free remote visits, while charging non-professional visitors for remote visits, etc.).

RESPONSE: Confirmed. SmartVisit™ VVS will be configured to allow for no cost remote professional video visitation sessions. Authorized County staff can create or approve a profile for an individual considered a "professional visitor" via the SmartEcosystem™ Dashboard. Once the professional visitor's profile has been established, authorized staff can specify if visitation sessions related to the profile are to be recorded and set a custom visitation time length.

5.2.2.1.53. Video Visitation System shall allow the facility to implement a non-refundable processing fee.

RESPONSE: Confirmed.

5.2.2.1.54. Video Visitation System shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.

RESPONSE: Confirmed.

5.2.2.1.55. Video Visitation System shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.

RESPONSE: Confirmed.

5.2.2.1.56. Video Visitation System shall allow authorized facility staff to override or refund visitation charges

RESPONSE: Confirmed.

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5.2.2.1.57. The equipment, cabling, wiring, and conduit installed at the Sheriff's Office and Probation Department facilities shall remain the sole and exclusive property of the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department will not be responsible for any damage to the Video Visitation System equipment.

RESPONSE: Acknowledged and agreed.

5.2.2.1.58. Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all Video Visitation System units, hardware, and related service equipment in good working order and in compliance with equipment manufacturer's specifications throughout the term of the contract.

RESPONSE: Acknowledged and agreed.

5.2.2.1.59. Contractor shall provide Customer Service support for video visitation system that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

RESPONSE: Confirmed. Friends and family of inmates who need assistance with the services we provide can contact our Customer Care Center 24/7/365 by calling our toll-free line at 888-843-1972. All calls are answered by a live, U.S.-based representative.

5.2.2.1.60. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Hosted Incarcerated Individuals/Youth Video Visitation System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

RESPONSE: Confirmed. County staff is supported by our Technical Support Center, which can be reached 24/7/365 toll-free at 844-346-0988 or via email at support@smartcommunications.us. All Technical Support staff are highly trained, based in the U.S. and employed directly by Smart Communications (support is not outsourced to a third-party provider).

5.2.2.1.61. Contractor shall describe how it performs standard system testing to ensure that the Video Visitation System and its network services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Video Visitation System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

RESPONSE: The following tests are conducted by Smart Communications to ensure our SmartVisit™ VVS and networks are stable, reliable and ready to handle visitation traffic.

- Unit Testing: This involves testing individual hardware components and modules in isolation to verify their functionality and is performed immediately after hardware is requisitioned from inventory. Unit testing ensures each component performs as expected and can help identify and fix any potential issues at an early stage.

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- System Testing: This phase involves testing the hardware, software and network as an entire system. System testing includes end-to-end scenarios (successful importation of JMS data feed, public user profile creation and registration approval, scheduling, etc.) load testing (under normal and peak load conditions), and stress testing to validate the system's functionality, performance and scalability.
- Security Testing: It is crucial to perform rigorous security testing to identify vulnerabilities and ensure the system's protection against potential threats. This includes testing for encryption protocols, access controls, authentication mechanisms, and data privacy measures. Penetration testing and vulnerability assessments are also conducted at this time.
- Customer Acceptance Testing (CAT): CAT involves testing the system from the customer's perspective to ensure it meets their requirements and expectations. Facility Project Lead personnel and installation team members participate in CAT to validate the solution's usability, functionality and overall user experience.

County staff involvement to facilitate testing is limited and includes:

- Facility Project Lead's approval of hardware and network installation plan
- Provisioning of security clearance and facility access/security escort for installation team members
- Facility Project Lead's participation in CAT for approval/sign-off of system installation and performance; this test is usually completed within 30 minutes

5.2.2.1.62. Contractor shall be responsible for all maintenance and repairs to the Video Visitation System.

RESPONSE: Acknowledged and agreed.

5.2.2.1.63. Contractor shall provide 24/7/365 support for software and hardware problems and shall comply with response times detailed in Exhibit II - Incarcerated Individuals/Youth Tablets and Video Visitation System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Video Visitation System problems. This toll-free maintenance/repair telephone number shall be available for reporting Video Visitation System problems twenty-four (24) hours per day, every day of the year.

RESPONSE: Acknowledged and agreed.

5.2.2.1.64. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Video Visitation System Service Level Agreement in Exhibit II.

RESPONSE: Acknowledged and agreed.

5.2.2.1.65. Contractor shall provide and maintain an inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the Video Visitation System. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

RESPONSE: Acknowledged and agreed. We will provide adequate spare parts for repairs and maintenance of the system. As parts are used, additional parts will be replaced to maintain a full inventory at all times.

5.2.2.1.66. The Contractor shall develop procedures and schedules to conduct monthly preventive maintenance on the Video Visitation System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the preventative

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maintenance performed. The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Video Visitation System and all of its components in good working order, including the performance of preventive maintenance.

RESPONSE: Acknowledged and agreed. Monthly preventive maintenance procedures will be performed by the full-time, On-site Certified Technician (OCT) provided by Smart Communications at ***no cost*** to the County. For additional details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

5.2.2.1.67. Contractor shall provide onsite training and all end-user training on the Video Visitation System to designated Sheriff's Office and Probation Department's staff at no additional cost to the Sheriff's Office and Probation Department. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days from the "go- live" date, at no cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed. All technologies and services provided by Smart Communications include comprehensive initial on-site training at ***no cost***. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training as needed. Both on-site and remote training are available upon request at ***no cost*** throughout the contract term.

A detailed scope of the training topics covered for each user access level has been provided in response to ***Section 3 – Technical Proposal***, ***#8.2.3.3 Training – Post-Implementation and Ongoing***.

5.2.2.1.68. Contractor shall provide training on system upgrades or any component thereof, if any.

RESPONSE: Acknowledged and agreed.

5.2.2.1.69. Contractor shall provide user manuals to the Sheriff's Office and Probation Department.

RESPONSE: As Smart Communications' technologies and services are continuously upgraded and enhanced, user guides provided on static media, such as printed documents or digital files on a thumb drive, quickly become outdated. To ensure new and existing users are provided with the most current information, our web-based SmartEcosystem™ Dashboard features dynamic pop-up definitions on key system terms and functions. The pop-ups include step-by-step instruction to help staff better understand and complete both basic/common and advanced tasks. These pop-up definitions can be printed if desired. If additional assistance is ever needed, Smart Communications' trained, U.S.-based Technical Support Specialists can be reached 24/7/365 toll-free by calling 844-346-0988 or emailing support@smartcommunications.us.

5.2.2.1.70. Contractor must describe its standard system testing to ensure that the proposed Video Visitation System and associated services are fully implemented and ready to accept visitation traffic and

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Sheriff's Office and Probation Department's use. This description must include Contractor and industry standard methodologies, procedures, and protocols.

RESPONSE: Acknowledged and agreed. Please refer to our response to #***5.2.2.1.61*** for details.

5.2.2.1.71. Contractor shall describe what is required of the Sheriff's Office's and Probation Department's personnel during the system testing. All hardware, software, licensing, etc. required to perform the testing must be provided by Contractor to the Sheriff's Office and Probation Department at no cost. System testing will simulate normal operating conditions and include full traffic load representing high traffic situations for visitation traffic.

RESPONSE: Acknowledged and agreed. Please refer to our response to #***5.2.2.1.61*** for details.

5.2.2.1.72. Annual Review - Within thirty (30) calendar days following the end of the Agreement year, Contractor Project Manager or Senior Management personnel shall meet with the Sheriff's Office and Probation Department (at their discretion) and provide a comprehensive report of Video Visitation System activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This shall also include a Contract Review for the preceding year.

RESPONSE: Acknowledged and agreed.

5.2.2.1.73. Integration of Video Visitation System - Contractor shall submit detailed plans for the provision of necessary telephone equipment and the new Video Visitation System, while minimizing the impacts to current operations. The new Video Visitation System shall become fully operational upon successful completion of all system testing and acceptance by the Sheriff's Office. System acceptance test criteria is as follows: all Video Visitation System units tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office's Project Manager. All Video Visitation System installation plans and schedules will be reviewed and approved by the Sheriff's Office's Project Manager in order to minimize impacts to normal operations.

RESPONSE: Acknowledged and agreed. Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.



By coupling this phased approach to project management/ implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided in

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response to ***Section 3 – Technical Proposal, #8.2.3.2 Project Methodology and Project Management***. Please note that the plan/schedule provided is "preliminary" and can be adjusted if necessary to help achieve the County's project completion objective.

5.2.2.2. Project Approach and Management - Contractor shall present an overview, which shall be a narrative description, of Contractor's plan for providing the Video Visitation System to the Sheriff's Office and Probation Department. Contractor shall provide in full detail, its understanding and response to the Scope of Work.

5.2.2.2.1. Implementation Plan and Schedule - Contractor shall provide a detailed Implementation Plan and Schedule. The installation shall include a user testing and acceptance provision for the Sheriff's Office and Probation Department. Time is of the essence in providing a fully functional Incarcerated Individual/Youth video visitation system, and Contractor is required to provide a fully functional system tested and accepted by the Sheriff's Office and Probation Department. At the Sheriff's Office's and Probation Department's discretion, any failure or deficiency within the Vendor's control to provide this service within the agreed-upon implementation schedule provided by the Contractor shall incur a penalty until fully functional. Implementation Plan and Schedule shall include the Summary of management/work plan for this Project and Project Schedule with Project Milestone Dates.

RESPONSE: Acknowledged and agreed. A detailed Implementation Plan and Schedule are provided in response to ***Section 3 – Technical Proposal, #8.2.3.2 Project Methodology and Project Management***.

5.2.2.2.2. Project Control Document (PCD) - Upon effective date of Agreement, the Contractor shall create and deliver to the County and Probation Department, Project Control Documents (PCDs) consistent with the Scope of Work. The contents of each PCD shall include the following:

- **5.2.6.1.1.1. Introduction**
- **5.2.6.1.1.2. Executive Summary**
- **5.2.6.1.1.3. Project Mission and Objectives**
- **5.2.6.1.1.4. Project Scope**
- **5.2.6.1.1.5. Work Breakdown Structure**
- **5.2.6.1.1.6. Master Project Schedule**
- **5.2.6.1.1.7. Change Control Plan**
- **5.2.6.1.1.8. Project Team**
- **5.2.6.1.1.9. Risk Assessment and Management**

RESPONSE: Acknowledged and agreed.

5.2.6.1.2. Project Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, Project Management certification, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the County and Probation Department's main point of contact during the Video Visitation System installation. Contractor shall provide the names, years of service, educational attainment/degrees, qualifications, addresses and telephone numbers of each member of Contractor's Project Implementation Team, including an Escalation Chart with complete contact information.

[redacted]

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[redacted], address, etc.

Please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***" for our escalation chart.

5.2.6.1.3. Post-Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, address and telephone number(s) for the Contractor's Account Manager, which will be the County and Probation Department's main point of contact during the Contract(s) term.

[redacted]

Please refer to ***8.2.2.3 Key Personnel's Names and Experience*** for further details.

5.2.6.2. Management Reporting

5.2.6.2.1. Project Status Report - Contractor shall submit Project Status Reports during the System Implementation Period separately to the Sheriff's Office and to the Probation Department. The Contractor shall submit such reports to the County and Probation Department Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday, or holiday. The reports shall, at a minimum, state:

5.2.6.2.1.1. Period covered by report
5.2.6.2.1.2. Project progress and plans
5.2.6.2.1.3. Issues tracking, including deficiencies
5.2.6.2.1.4. Project schedule, including work scheduled for completion, which was completed, and work scheduled for completion which was not completed
5.2.6.2.1.5. Updates to Project Control Document
5.2.6.2.1.6. Project risks identified through the quality assurance process
5.2.6.2.1.7. Any other information that the County and Probation Department or may reasonably require

RESPONSE: Acknowledged and agreed.

5.2.6.2.2. Monthly Project Report - The Contractor shall submit Monthly Project Reports pertaining to the operation and maintenance of the Video Visitation System. Monthly reports shall be for the period including the first day of the month through the last day of the month. Post- implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. The reports shall include, but not be limited to, the following:

5.2.6.2.2.1. Incarcerated Individuals/Youth Video Visitation Detail Reports
5.2.6.2.2.2. Revenue Share Reports (on Remote Visits)

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5.2.6.2.2.3. Total Video Visits Completed and Billed Report: Report shall be in summary format by facility.
5.2.6.2.2.4. Any Unauthorized Video Visit Activity Detected Report: Report shall be in summary format by facility and shall contain any information available to support the subsequent investigation of such activities.
5.2.6.2.2.5. System Outages and/or Maintenance Performed Report: Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date, time and who notified the County and Probation Department.
5.2.6.2.2.6. Video Visitation System Inspection and Maintenance Log: This report shall be submitted to the County and Probation Department on a quarterly basis or as required by the County and Probation Department.
5.2.6.2.2.7. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the County and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.6.2.3. Year-End Summary Report - Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's Video Visitation System and separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The Year-End Summary Report is due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Video Visitation System for the subject Agreement year.

RESPONSE: Acknowledged and agreed.

5.3 Contractor to comply with all Local State and Federal Laws and Regulations

RESPONSE: Acknowledged and agreed.

Section 4 – STATEMENT TO SERVICE ENTIRE COUNTY

Include a statement acknowledging which of the following locations your company can provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far South as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

RESPONSE: Smart Communications can provide services to all locations within the County of Monterey.

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Section 5 – ENVIRONMENTALLY FRIENDLY PRACTICES

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (Reference: https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305)

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

RESPONSE: Though Smart Communications is not a "Green Certified" business, we do utilize environmentally friendly practices, as demonstrated by our MailGuard® Postal Mail Elimination System recycling practices. Non-privileged inmate postal mail is sent directly to our MailGuard® processing center located in Seminole, FL. Upon arrival, our highly trained staff utilizes cutting-edge technology to convert the inmate mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to Smart Communications' intelligent MailGuard® platform for facility staff review/approval. After the review/approval, the digital files are automatically delivered to the inmates via the SmartTablet™ or SmartKiosk™ devices available at the facility.

Original copies of processed inmate mail are stored in a dry, climate-controlled environment in our secure processing facility for a standard 30-day storage period. When the storage period expires, these original copies are destroyed via an on-site paper shredding process and then recycled.

In 2022 alone, we recycled approximately 49,862 lbs of paper – almost 25 tons, resulting the in conservation of the following resources:

- 424 Trees*
- 9,474 Gallons of Oil*
- 174,516 Gallons of Water*
- 119,668 Kilowatt Hours of Energy*
- 2,493 Cubic Yards of Landfill Space*

**Estimated figures derived from official U.S. Environmental Protection Agency (EPA) calculations and actual prices from wholesale suppliers of paper, electric, water and landfill companies. For information security purposes, all material is 100% destroyed prior to recycling.*

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Section 6 – PRICING & WARRANTY

OFFER (ATTACHMENT A)

Proposal Highlights|

- » ITS $0.05/minute flat call rate with $0.01/minute commission on all call types, including interstate and international with $125,000.00 Minimum Annual Guarantee (MAG)
- » Remote VVS $0.10/minute flat call rate (no minimum usage requirements) with 50.0% commmission
- » *Free* Attorney/Public Defender Remote VVS sessions
- » Tablet Streaming Entertainment flat rate of $0.03/minute with 50.0% commission
- » SmartInmate™ Electronic Messaging System with two *free* messages every week for each incarcerated person ($46,800.00 annual value)
- » Unlimited *free* Attorney Messaging/Legal Document delivery with eSignature functionality
- » *Free* Patented MailGuard® and MailGuardLegal® System services ($648,000.00 annual value)
- » *Free* SmartLaw™ Digital Law Library access ($20,000.00 annual value)
- » *Free* SmartEd™ and SmartReentry™ educational resources and rehabilitative programs
- » *Free* SmartRequest™ Digital Request/Grievance/Medical Form System services
- » *Free* SmartTablet™ devices (1:1 tablet distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- » *Free* Jail Management System (JMS) and Commissary Interfaces with Automated Information Service (AIS)
- » Full-Time, On-site Certified Technician (OCT) ($75,000.00 annual value)
- » 24/7/365 live, U.S.-based Customer and Technical Support.

NOTE: Annual values based upon an Average Daily Population (ADP) of 900 incarcerated persons. Our initial offer based on our understanding of what was desired by the agency and we are completely open to modify our financial offer to meet the desires of the agency.

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MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881

TELEPHONE SERVICES, TABLET PROGRAM, VIDEO VISITATION SYSTEM

Smart Communications is presenting the Monterey County Sheriff's Office (MCSO) with a comprehensive incarcerated person (IP) communication technology/service package. This package is composed of our turnkey SmartEvo™ ITS, SmartVisit™ VVS, SmartRequest™ Digital Request/Grievance/Medical Form System, and SmartInmate™ Electronic Messaging System, as well as the following value-added technologies, services and benefits at ***no cost***:

- SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools
- Patented MailGuard® Postal Mail Elimination System service ($324,000.00 annual value)*
- Patented MailGuardLegal® System service ($324,000.00 annual value)*
- Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)
- All hardware with installation and software upgrades
- Full-time, On-site Certified Technician (OCT) ($75,000.00 annual value)*
- 24/7/365 live, U.S.-based customer and technical support
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- SmartInmate™ Electronic Messaging System service, including two ***free*** SmartInmate™ messages every week for each IP ($46,800.00 annual value)*
- ***Free*** Remote VVS service for attorneys and public defenders
- ***Free*** unlimited Attorney Messaging with Legal Document delivery and eSignature functionality
- SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs
- SmartLaw™ Digital Law Library ($20,000.00 annual value)*
- Debit Release Card System

*Based on an IP average daily population (ADP) of 900.

TOTAL VALUE-ADDED TECHNOLOGIES, SERVICES & BENEFITS OVER 5-YEAR CONTRACT TERM

$3,949,000.00+

To strengthen the County's budget, our offer also includes:



- **$0.01/minute commission all SmartEvo™ ITS calls with $125,000.00 Minimum Annual Guarantee (MAG) commission**
- **50.0% commission on total gross SmartVisit™ VVS remote video visitation session revenue**
- **50.0% commission on total gross SmartEntertainment™ revenue**
- **20.0% commission on total gross SmartInmate™ Electronic Messaging System revenue**
- **100.0% commission on total gross SmartEvo™ ITS Inbound Voicemail eXchange (VMX™) revenue provided at a fixed rate of $1.00/voicemail.**

Additional information about all aspects of our proposal, technologies, services and benefits is provided in greater detail in the sections that follow.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency.

If you have any questions or would like to discuss modifications to our proposed offer, please do not hesitate to contact me directly via email jon.logan@smartcommunications.us or phone 888-253-5178.

Thank you for your consideration and we look forward to working with Monterey County Sheriff's Office.

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MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO VISITATION SYSTEM

Respectfully,



Jon Logan
CEO - Smart Communications

The First, Most Field-Proven and Innovative Inmate Telephone System Available

SmartEvo™ Inmate Telephone System (ITS)

Smart Communications' state-of-the-art SmartEvo™ ITS includes:

Administration and Control|

- Robust call scheduling and control feature set provides automated and manual, granular control over all aspects of telephone availability and access privileges
- Multiple call analysis tools providing standard and customizable reports
- Easy to manage global and personal allowable number lists
- Secure, web-based design provides full on-site and remote access to all administrative controls and tools based on user permission level

Security|

- Voice biometrics
- 3-way calling and hook-switch dialing detection and prevention
- Positive DTMF call acceptance
- 24/7/365 remote network monitoring ensures 99.99% uptime

Recording Storage and Retrieval|

- CDRs, call recordings and systems data are stored on encrypted and redundant storage area networks (SAN) at three separate geographic locations
- All CDR and call recording data remains securely stored and accessible to staff for one year or longer after agreement expiration
- Download a single file or select a set of call recordings to play back, burn/copy to disk or email in .MP3 file format

Call Monitoring and Investigative Tools|

- Unlimited and undetectable live call monitoring
- Hot number/call watch list offering text, phone or email alert notifications
- Call transcription with translation and keyword search capability
- Advanced case management tools to help investigators better track and manage assets for specific incidents or individuals that can be shared securely with external law enforcement agencies
- "*Best Known Name and Address*" feature queries internal client databases to help locate the address associated with telephone numbers
- SmartLink™ tools allow investigators to check for any links between IPs and public individuals or other IPs using multi-path and multi-relation analysis

Optional Value-Added Features|

- Compatibility/deployment of on-site, visitation telephone hardware
- Interoperable with SmartTablet™ and SmartKiosk™ devices to provide tablet/kiosk-based calling
- Indigent calling feature to configure free call quantity limits to predesignated numbers, including designated call durations and calling windows
- Custom speed dial to agency-defined numbers and/or designated voicemail boxes for IPs to contact PREA, crime tips, public defenders and more
- Seamless Video Relay Service (VRS) and Video Remote Interpreting (VRI) interfacing

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SmartEvo™ ITS Call and Commission Rates	
Call Rate/Minute	**Commission Rate**
$0.05	$0.01/minute

NOTE: ITS rates apply to all call tariff (Local, IntraLATA/Intrastate, InterLATA/InterState, InterState and International) and payment types (Collect, Direct-Billed, Prepaid Collect and IP PIN Debit). ITS rates and commissionable revenue do not include local, state or federal taxes, or any amount Smart Communications collects for payments required by statutory or regulatory programs mandated by governmental agencies, such as the Federal Universal Service Fund or $0.02/minute cost recovery fee. SmartEvo™ ITS Voicemail Exchange (VMX™) service is available. This service allows public users to leave up to a 60-second voicemail for a charge of $1.00/voicemail message. The County will receive 100.0% commission on total gross VMX™ revenue.

True "Self-Service" Video Visitation With Zero Staff Involvement

SmartVisit™ Video Visitation System (VVS)

Smart Communications' SmartVisit™ VVS was introduced in 2015 and remains the most intelligent video visitation platform in corrections. SmartVisit™ utilizes industry exclusive content filtering software and a robust web-based scheduling application that streamlines and automates the visitation process to provide a true "self-service" video visitation experience with zero staff involvement. Our advanced content filtering software eliminates the need for staff to "baby-sit" a visitation session. Only the user's face is shown, blocking out all other content, such as backgrounds, gang signs/hand gestures, nudity and other "virtual contraband."



The secure, web-based SmartEcosystem™ Dashboard provides authorized staff with access to important VVS details, reports and information, including:

- **Welcome/Dashboard**: provides a summary view of the number of visits scheduled each day for the week, units offline, recording space and a message board.
- **Session History Report**: includes visitor/IP name, session date, session start/end times, visitor station location and IP/pod station location.
- **Video Visitation Recordings**: recorded visits are searchable, viewable and downloadable in .MP4 format.
- **User Activity Reports**: details facility staff use of the system, by user.

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Additionally, our SmartVisit™ VVS helps keeps IPs connected with their family and friends by supporting Video on Demand (VOD) which allows IPs to initiate their own remote video visitation sessions on SmartKiosk™ or SmartTablet™ devices with no minimum usage requirements.

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates –	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	$0.10	50.0%
	Remote (Video on Demand)	$0.10	

Corrections First and Most Field Proven System with Unlimited Free Attorney Messaging and Legal Document Delivery with eSignature Functionality

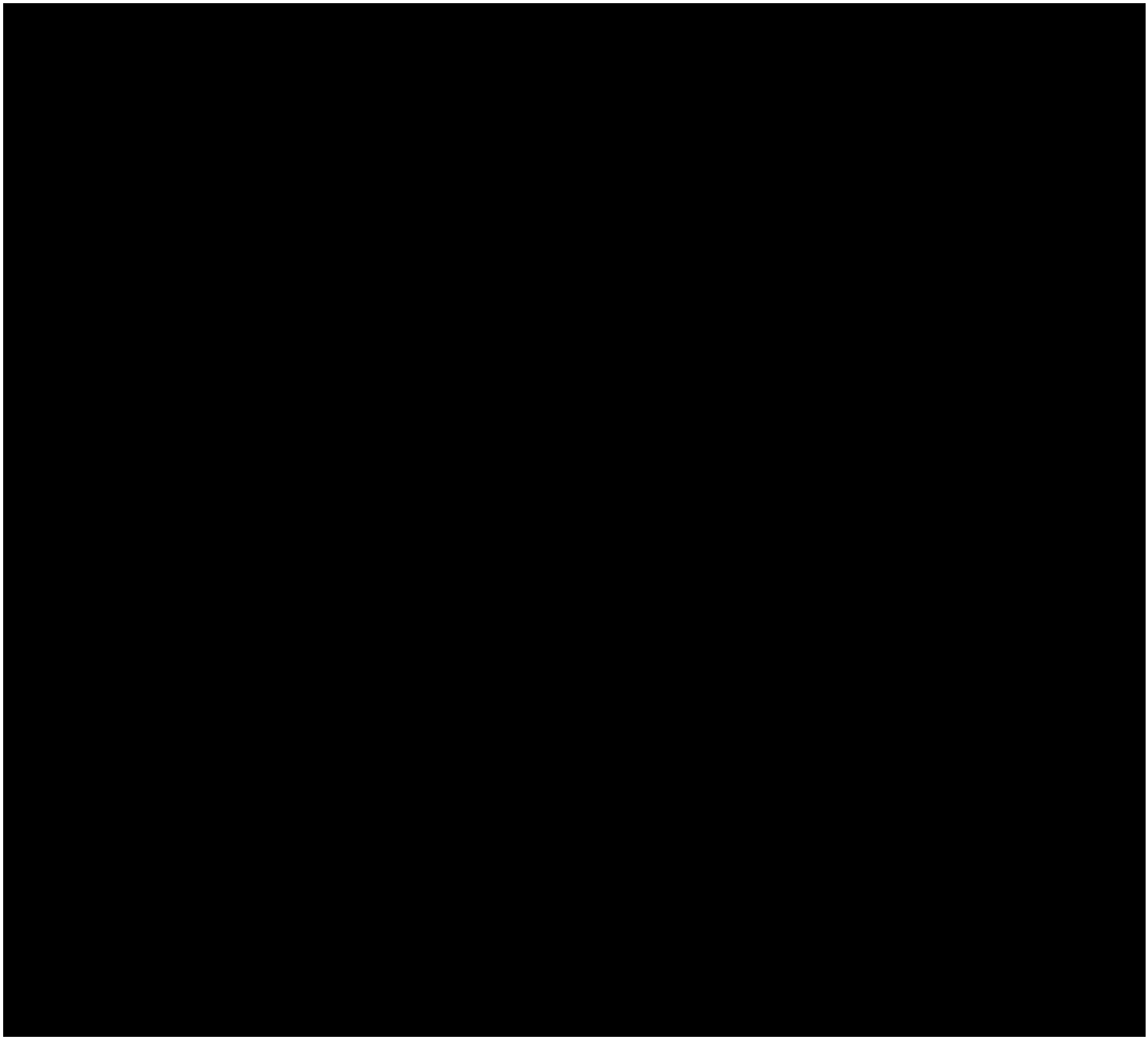
SmartInmate™ Electronic Messaging System

Smart Communications' offer includes the provision of our SmartInmate™ Electronic Messaging System service. This highly intelligent system allows IPs to stay in contact with their friends and family via a controlled electronic messaging platform like email. SmartInmate™ has many built-in investigative features; for example, SmartInmate™ can automatically monitor and send instant notifications when messages containing user-defined keywords or names are transmitted, or when IPs being shadowed under investigation send/receive messages or connect with a new public user.

SmartInmate™ also collects data on public users who communicate with inmates at your agency. Such data includes connected IPs, phone numbers, IP-addresses, email addresses, GPS locations and more. SmartInmate™ messages are fully keyword searchable with keywords highlighted in the search results.

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[redacted]

Additionally, SmartInmate™ allows approved contacts to share digital photos with IPs. Prior to delivery to an IP, staff can electronically approve or reject the photo. If "virtual" contraband (nudity, offensive gestures/behaviors, etc.) is detected during the review process, the photo is rejected and is not delivered to the IP. The sender is notified when a digital photo they attempted to share with an IP is rejected. This notification includes the reason why the photo

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was rejected/not delivered. The photo sharing/delivery function of SmartInmate™ allows only approved contacts to share digital photos with IPs. IPs are not able to take or share photos.

	Service Type	Service Rate	Commission Rate
SmartInmate™ Service Rates –	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	$0.10/message	20.0%
	Text message (up to 30,000 characters)	$0.50/message	
	Photo Attachment (inbound only)	$1.00/photo	

FREE COMMUNICATION... NO INCARCERATED PERSON LEFT BEHIND.

Studies have consistently found that incarcerated persons (IPs) who maintain close contact with their family members while incarcerated have better post-release outcomes and lower recidivism rates.

To ensure all IPs can stay connected with their family regardless of their financial situation, Smart Communications will donate two FREE SmartInmate™ Messages every week to each IP – $46,800.00 annual value.

Since 2009, Smart Communications has donated over 40 million free messages.

Completely Eliminate 100% of Drugs and Other Contraband From Entering Your Facility Through Inmate Postal Mail at NO COST

Patented MailGuard® Postal Mail Elimination System

Smart Communications' offer includes our patented MailGuard® Postal Mail Elimination System service to enhance facility safety and efficiency at ***no charge*** ($324,000.00 annual value). MailGuard® provides a complete solution to one of corrections' longest running problems and security loopholes –contraband and secret communications entering facilities in IP postal mail. MailGuard® keeps correctional staff and the IP population safer by providing a remote, virtual mailroom that processes and electronically delivers IP postal mail with zero agency staff labor or exposure risk.

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Monterey County Sheriff's Office and Probation Department

Response to RFP #10881

Telephone Services, Tablet Program, Video Visitation System



Non-privileged IP postal mail is sent directly to our MailGuard® processing center located in Seminole, FL. Upon arrival, our highly trained staff utilizes cutting-edge technology to convert the IP mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to Smart Communications' intelligent MailGuard® platform for facility staff review/approval. After review/approval the digital mail files are automatically delivered to the IPs via SmartTablet™ or SmartKiosk™ devices available at the facility.

In addition to eliminating the risk of contraband entering a facility via mail and providing a streamlined, labor-free, automated means to process IP postal mail, MailGuard® also serves as an invaluable investigative/ intelligence gathering tool. Digital mail is database searchable and allows investigative staff to gain intelligence and eliminate secret communication.

Another value-added feature of Smart Communications' MailGuard® System is our MailGuardTracker.com website. This public website allows mail senders to check the delivery status of their mail by signing up for a free account. Users are assigned a unique MailGuard® Sender ID, enabling them to log in and see if their mail has been received, approved or rejected. Users are also offered optional email or text message notifications to receive status updates and can have their rejected mail returned to them electronically.

All MailGuard® processed mail and SmartInmate™ Electronic Messaging correspondence along with photos received are made available for IPs to download for up 60 days after their release at ***no charge***.



Our offer also includes the provision of our patented MailGuardLegal® Privileged Mail System service at ***no charge*** ($324,000.00 annual value). This field-proven system eliminates delivery of illicit substances through privileged legal mail without violating IP confidentiality or privacy rights. The system includes a portable MailGuardLegal® Cart equipped with customized hardware, allowing IPs to open, scan and print their legal mail under the direct supervision of an officer.

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The Easiest to Use, Most Customizable and Detailed Electronic Form Submission Platform Provided at NO COST

SmartRequest™ Digital Request/Grievance/Medical Forms



Smart Communiations' proposal includes our SmartRequest™ Digital Request/Grievance/Medical Form System service. As the world's first digital IP request/grievance/medical form system in corrections, SmartRequest™ is also the easiest to use, most customizable and detailed electronic form submission platform available. SmartRequest™ automates the IP form process and helps eliminate paperwork. Electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility. Requests are responded to electronically allowing IPs to get answers quickly; the system can provide automated standard responses and status updates to all involved. The workflow on the SmartRequest™ platform is custom-tailored to department policies and is easy to customize without vendor assistance. Limitations, timers, forwarding, notes, reassignment, escalating, appeals, Jail Management System (JMS) integration, automated reporting (including keyword tracking) and more are all standard features.

Inmate Self-Service Access to Current Legal Resources and Aids Provided at NO COST

SmartLaw™ Digital Law Library



Smart Communications' SmartKiosk™ and SmartTablet™ devices will be configured to provide IPs with self-service access to a digital Law Library at ***no charge*** ($20,000.00 annual value). This value-added benefit reduces staff burden by eliminating the need to escort IPs through the facility to access legal resources. The digital Law Library is kept current with real-time updates, meeting the legal needs of IPs. It provides IPs with access to Federal and State statutes and case law, a legal dictionary, a practice manual and other legal aids to assist them with research pertinent to their case. The time an IP spends accessing the Law Library is logged and retained in our system. The retention of this information creates an audit trail to provide proof of access to help reduce and counter legal disputes.

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Jail Management System (JMS), Commissary and Other Related System Interfaces Provided at NO COST

Smart Communications will interface with the County's JMS and host your commissary vendor's menu at ***no charge***. These interfaces will allow IPs to order commissary directly through the SmartEvo™ ITS, SmartKiosk™ devices and SmartTablet™ devices. We will also work with the appropriate providers to ensure all required deposit/banking services and hardware is available.

Smart Communications will also provide the County with 24/7/365 Automated Information Service (AIS) interfaces. The AIS provides both IPs and external users with general facility and IP information over the phone automatically, alleviating staff burden.

IPs access the AIS by entering a speed dial number on any designated IP phone. Once connected, IPs can access information regarding charges, court dates, visitation eligibility, bond amount, etc.

External users access the AIS by dialing the facility's main telephone number. Once connected, external users can access information such as facility address and directions, visitation policies, IP charges, IP court dates, IP visitation eligibility, IP bond amount, etc. The AIS also provides external users with the option to set up and fund a personal prepaid account or deposit funds into an IP's PIN debit account.

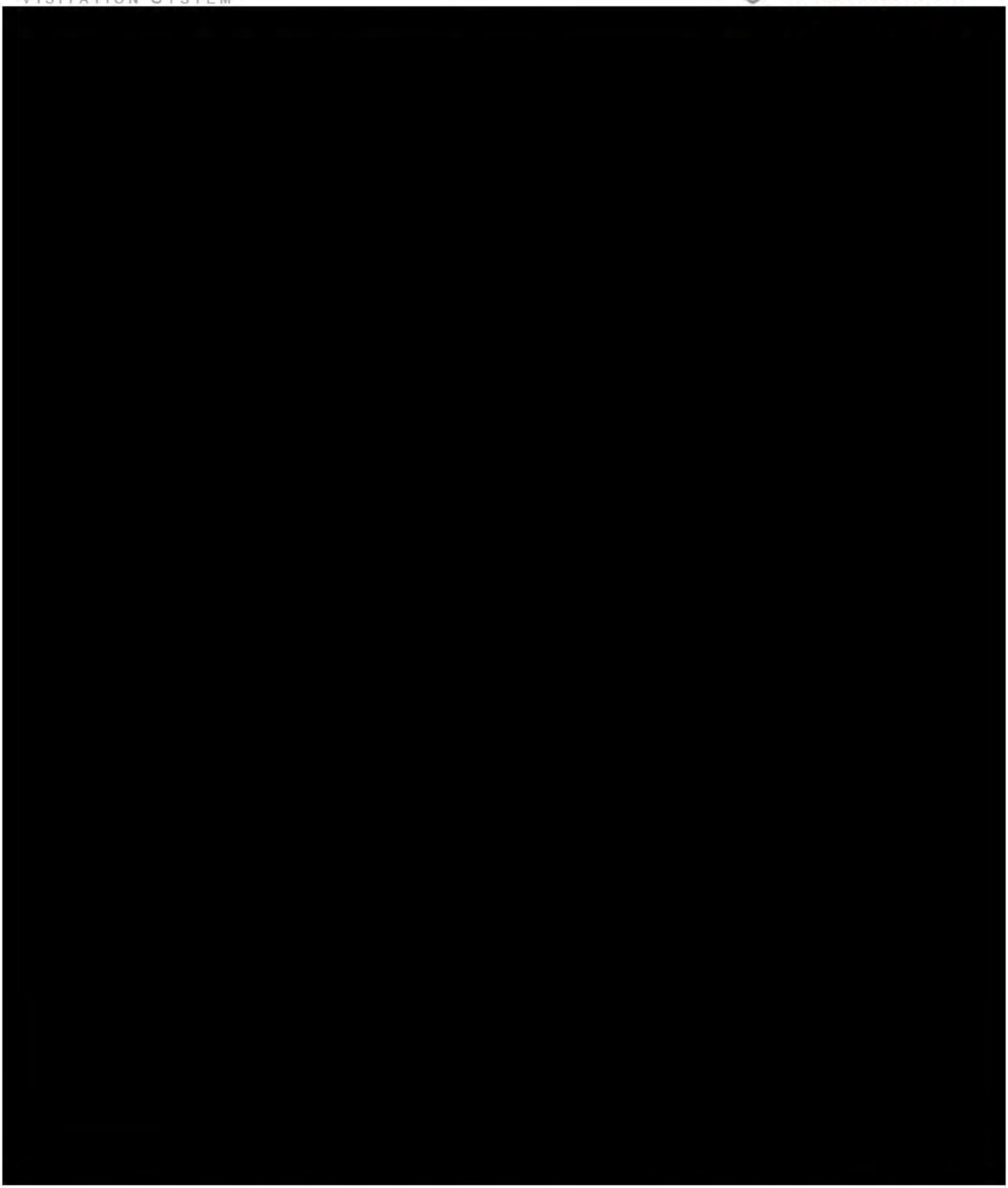
Time Tested, Correctional Grade Hardware Provided at NO COST

SmartTablet™ and SmartKiosk™ Devices



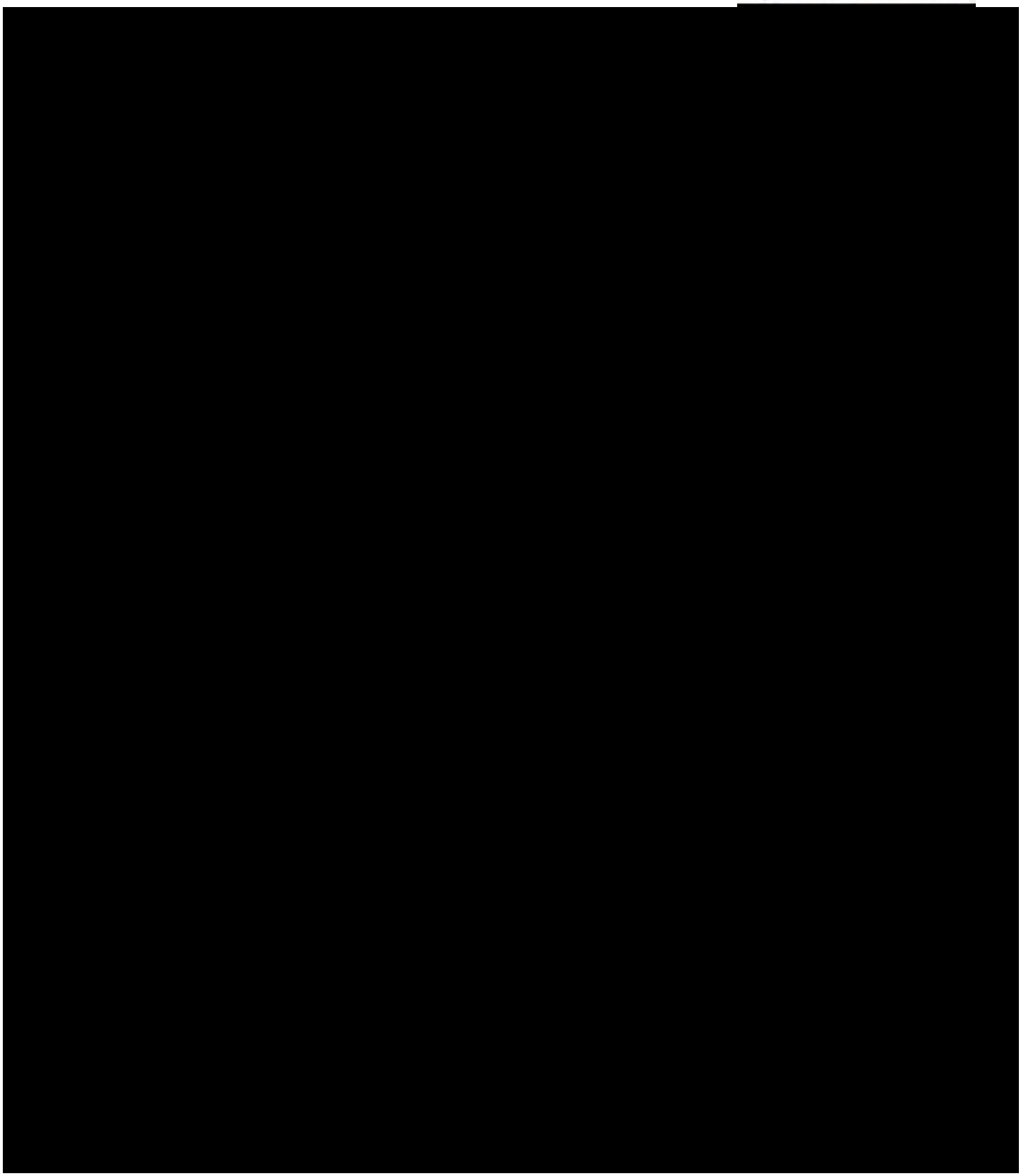
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Inmate Education and Rehabilitative Programming Provided at NO COST

SmartEd™ and SmartReentry™



SmartEd™ and SmartReentry™ tablet-based IP education platforms will be provided at ***no cost*** to IPs or the County. SmartEd™ is composed of 20,000 instructional videos and 7,000 practices exercises relating to core educational subjects. SmartReentry™ includes Beyond, Prison, Probation and Parole (BPPP). BPPP is a 10-part interactive reentry video series that helps change the way incarcerated individuals view their path to rehabilitation. The series features inspiring stories told by successful formerly-incarcerated men and women who have overcome the challenges, obstacles and fears associated with transitioning from prison back to society, family and community. This video series empowers instructors and support groups to help participants make the most out of the powerful, inspiring and motivational messages/strategies in each BPPP video.

Smart Communications' SmartEd™ is a highly customizable and expandable platform that can be configured to support more advanced educational, reentry, life skills, self-improvement and recovery courses such as: iPathways, North American Learning Institute (NALI) and the Breaking Free Group. Each of our advanced educational resources require significant amount of bandwidth, network resources, licensing fees and in some cases facility staff resources to deliver and maintain and therefore are typically provided separately.

Smart Communications looks forward to discussing which of these advanced programs can be provided at ***no cost*** to best complement and/or enhance the County's current educational and rehabilitative program offerings as well as ensure resources are deployed in the most effective and efficient manner possible.

Free eBooks and Low Cost Streaming Movies, TV Series, Games and More

SmartEntertainment™ Streaming Media Platform

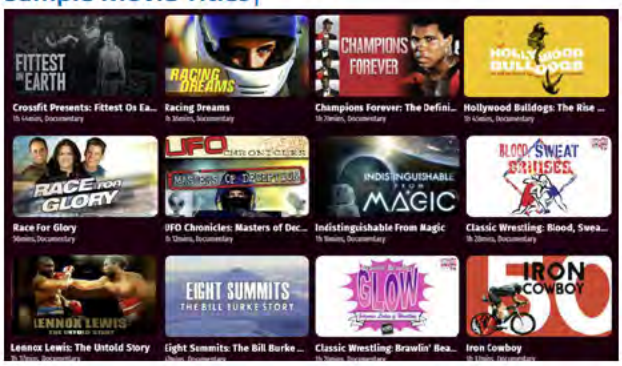
Our SmartEntertainment™ platform, available on SmartTablet™ devices, helps keep IPs occupied while providing the County with the ability to earn additional commissions. SmartEntertainment™ offers a wide variety of streaming media choices, including movies, tv series, select radio stations, audio books and video games. Carrying G or PG-13 ratings only, all content accessible on the SmartEntertainment™ platform is "correctional-friendly." The SmartEcosystem™ Dashboard gives authorized facility staff full control over all content available to IPs.

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Smart Communications

Sample Movie Titles|



Sample TV Series Titles|



Sample Game Titles|



Book Titles|

PROJECT GUTENBERG

Free access to over 1,000 popular classical eBook titles from the Project Gutenberg Library, including such titles as "*Pride and Prejudice*," "*The Adventures of Sherlock Holmes*," "*War and Peace*," "*The Call of the Wild*," and more.

SmartEntertainment™ content is immediately streamed on demand to an IP's tablet – there is no centralized kiosk needed to transfer content. Premium SmartEntertainment™ content is available at an affordable flat per minute rate so IPs don't have to pay a hefty daily, weekly or monthly subscription fee to access content.

SmartEntertainment™ Service and Commission Rates	Media Description	Rate/Minute	Commission Rate
	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	$0.03	50.0%

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Deposit and Release Payment Services



Smart Communications will also install one lobby and two intake deposit kiosks.

Smart Communications' deposit kiosk are designed to securely collect money from new IPs with minimal officer involvement. The booking kiosks provided will accept credit card, debit card and cash deposits (including coins). The booking kiosks will be interfaced with the appropriate IP Trust Fund accounting system to allow deposited funds to be available immediately for IP commissary purchases. After a deposit has been made, the booking kiosk documents the transaction by taking a picture of the IP and issues two printed receipt copies (one for the IP and the other for the facility).

Smart Communications expanded our service offering to include IP deposit, release card and other banking services through a strategic partnership formed with Rapid Financial Solutions, LLC (RapidFin). RapidFin has 13 years of experience in the correctional market with service deployments at multiple State Department of Corrections facilities, including: Nevada, Alabama, Virginia, Utah, Idaho, Iowa and West Virginia. With total service implementations at over 1,000 correctional institutions nationwide, RapidFin processes over 8,000,000 transactions per month.



Through this partnership, Smart Communications can provide the MCSO with MasterCard® branded PIN-based debit cards for the transferring of remaining account balances to IPs upon release or issue them a check. Our ReleasePay™ IP Debit Release Cards program allows the CCNO to add funds to the debit card after an IP has been released from the facility without requiring the physical card to reload. IPs would have the ability to withdraw funds at:

- Point of sale locations
- Cash back options
- Mastercard® principal banks
- ATMs worldwide

Furthermore, our ReleasePay™ program allows IPs to deposit funds into a bank or PayPal® account.

Our ReleasePay™ IP Debit Release Cards utilize a unique card jacket which provides security by shielding the card number and provides all instructions for an IP to successfully gain access to their money in a manner that best suits their lifestyle.

Immediate Data Access with Unbreached Network Security and Infrastructure

All network infrastructure and connections, hardware and software required to deliver our proposed technologies and services will be furnished, installed and maintained by Smart Communications at ***no charge***. These items include, but are not limited to:

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- Secure, independent network infrastructure and hardware with redundant broadband Internet service and uninterruptible power supplies
- IP telephone hardware (wall-mounted, portable/rolling, etc.)
- 24/7/365 U.S.-based customer and technical support
- Two Administration PC Workstationst
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging and SmartKiosk™ devices
- Intake and Lobby Deposit Kiosks
- Full-time On-site Certified Technician (OCT)
- Initial on-site training. *NOTE: Additional on-site or remote training will be provided at the County's request throughout contract at no charge.*

A Whole New Universe of Control, Communication, Intelligence and Possibilities

SmartWatch™ Offender Wearable

By partnering with Smart Communications, the MCSO will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:

- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms

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Monterey County Sheriff's Office and Probation Department

Response to RFP #10881

Telephone Services, Tablet Program, Video Visitation System

Communication and Connection - The SmartWatch™ provides total communication and connection to the facility and the outside world, leveraging advanced technology to support offender phone calls, video visitation, telehealth visits, privileged visits, text messaging, email, MailGuard® mail scanning, digital request forms, optional music, movies, media and more.



Tracking and Monitoring Offenders - In addition to connection and communication, the SmartWatch™ provides the most advanced live offender tracking technology in the industry. Far superior to decades of old RFID tracking capabilities. The SmartWatch™ can trace live and historical, exact offender location within inches, track history of movement, see live mapping in real time of all offenders in motion or segregate monitoring to specific offenders. Create patterns, alerts of motion and gathering activities, and more.

Health and Wellness - The SmartWatch™ is an intelligent device that monitors every offender in real time with vital health and wellness data and reporting. Offender body temperature, oxygen level and heart rate are monitored and reported in real time, with a customizable monitoring dashboard to create reports, alerts, emergency alarms, wellness histories and more, allowing agency operators and medical staff to have their finger on the pulse of each offender's physical health in real time, keeping the agency ahead of tragedies before they happen.

Intelligence and Control - The SmartWatch™ opens a new universe of never before possibilities of live and historical intelligence and control of the entire offender environment. With baked-in intelligence controls fully integrated into the SmartEcosystem™ Dashboard, the SmartWatch™ allows administrators and investigators the ability to monitor phone calls, visits, text, emails, as well as shadow offenders in live time with voice biometrics, key word tracking, covert monitoring voice and video capabilities – all at the fingertips of administrators. SmartWatch™ empowers agency intelligence within the offender environment at levels never possible before.

SmartWatch™ is the future and Smart Communications welcomes you to the possibilities.





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8.2.4 Proposal Offer

8.2.4.1 Telephone System and Associated Services: Revenue Share in Cents per Minute

8.2.4.2 Tablet Program and Tablets: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

8.2.4.3 Video Visitation: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

RESPONSE: SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging and SmartEntertainment™ service and commission rates are provided in the tables below. Please refer to ***Offer (Attachment A)*** for complete offer details.

SmartEvo™ ITS Call and Commission Rates	
Call Rate/Minute	**Commission Rate**
$0.05	$0.01/minute

NOTE: ITS rates apply to all call tariff (Local, IntraLATA/Intrastate, InterLATA/InterState, InterState and International) and payment types (Collect, Direct-Billed, Prepaid Collect and IP PIN Debit). ITS rates and commissionable revenue do not include local, state or federal taxes, or any amount Smart Communications collects for payments required by statutory or regulatory programs mandated by governmental agencies, such as the Federal Universal Service Fund or $0.02/minute cost recovery fee. SmartEvo™ ITS Voicemail Exchange (VMX™) service is available. This service allows public users to leave up to a 60-second voicemail for a charge of $1.00/voicemail message. The County will receive 100.0% commission on total gross VMX™ revenue.

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	$0.10	50.0%
	Remote (Video on Demand)	$0.10	

	Service Type	Service Rate	Commission Rate
SmartInmate™ Service and Commission Rates	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	$0.10/message	20.0%
	Text message (up to 30,000 characters)	$0.50/message	

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	Photo Attachment (inbound only)	$1.00/photo	

SmartEntertainment™ Service and Commission Rates	Media Description	Rate/Minute	Commission Rate
	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	$0.03	50.0%

WARRANTY:

CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

RESPONSE: Confirmed. All proposed inmate communications hardware, software and related equipment comes with a full warranty for the life of the contract; Smart Communications will repair or replace any damaged or faulty hardware at ***no cost*** to the County.

Section 7 – EXCEPTIONS AND OTHER RESPONSES TO CLAUSES

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

RESPONSE: Smart Communications has read, understands and agrees to comply with all applicable terms and conditions set forth in the County's sample agreement per the link provided in the solicitation (https://www.co.monterey.ca.us/home/showdocument?id=81980) without exception.

16.0 AGREEMENT TO TERMS AND CONDITIONS - Contractor's Proposed Agreement

RESPONSE: Samples of Smart Communications' standard contract terms and conditions are provided below for the County's reference and consideration.

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Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between INSERT CLIENT NAME AND STATE, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. **Systems**. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.
2. **Use of Systems and Exclusivity**. In exchange for Provider installing, providing, and supporting its System and inmate communication services throughout Customer's Facility at no cost to Customer, Customer acknowledges, agrees, and grants to Provider the exclusive right to provide such services in Customer's Facility. Provider shall have the exclusive right to install, maintain, and derive revenue from and through Provider's inmate communication services and Systems including, without limitation, the related hardware and software, located in the Customer Facility as identified on the Schedules. Customer agrees that it will not resell, grant, or provide access to Provider's services or System, directly or indirectly, to any third party unless agreed to by Provider in a separate written agreement. During and subject to the terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing or future inmate communication services available on or provided by a tablet or kiosk system, including but not limited to video and data services (e.g., electronic video visitation, electronic messaging and email, texting, photo delivery, and electronic entertainment) and inmate software applications (e.g., electronic delivery of routine postal mail, electronic medical or general requests, electronic grievances, electronic law library, and electronic education).
3. **Hardware and Software License**. For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider's sole discretion.

   Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.
4. **Ownership**. Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.
5. **License Restrictions**. The Software is to be used solely in connection with Provider's Services by Customer and inmates housed at Customer's Facility in connection with Provider's services and Systems.

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The Hardware is to be used solely by inmates housed at Customer's Facility to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:

a. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
b. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
c. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
d. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
e. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
f. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
g. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
h. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;

6. **Title**. Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.
7. **Term**. This Agreement shall commence on the effective date and shall continue for a period of INSERT INITIAL CONTRACT TERM LENGTH years from the date of system going live. After the original INSERT INITIAL CONTRACT TERM LENGTH year term, this Agreement shall automatically renew annually for a one (1) year term unless either Party notifies the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term.
8. **Limitation of Liability**. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, neither Party shall have any liability for indirect, incidental, consequential, exemplary or special damages of any kind, including damages arising from lost profits, lost saving, lost income, loss of use or other benefit, lost or corrupted data or software, even if the Parties have been advised of the possibility of such damages and regardless of whether caused or contributed to by the negligence of Provider or others and not withstanding anything to the contrary in this Agreement, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.
9. **Confidential Information and Non-Disclosure**. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services

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and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term "Confidential Information" does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

10. **Default and Termination**. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default and clearly notifying the defaulting party that the written notice is being provided pursuant to this provision. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.
11. **Insurance**. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than $1,000,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this contact. Provider shall provide Worker's Compensation Insurance, on behalf of all employees who are to

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provide a service under this contract, as required by Florida (LAS), Chapter 440, and Employers Liability with limits of not less than $100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services we provide to you.

12. **Employees**. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

13. **Warranty Against Contingent Fees**. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.
14. **Subcontracts**. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.
15. **Provider** Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.
16. **Provider Cooperation**. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with Customer, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.
17. **Public Information**. Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.
18. **Access to Management Information**. Customer shall have access to certain information maintained by Provider which is needed to ensure compliance with the contract terms and conditions.
19. **Permits and Licenses**. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

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20. **Third-party Rights**. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.
21. **Public Entity Crime**. Provider confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
22. **Waiver of Breach**. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
23. **Compliance with Laws**. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.
24. **Governing Law**. The parties mutually consent to the jurisdiction of and agree that any litigation arising hereunder shall be brought and completed in Pinellas County, Florida and governed by the laws of the state of Florida.
25. **Attorney Fees**. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.
26. **Completeness of Agreement**. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.
27. **Force Majeure**. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.
28. **Assignment**. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.
29. **Severability**. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
30. **Matters to be Disregarded**. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
31. **Notices**. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.
32. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature

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page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

33. **Authority**. Customer represents and warrants that it has the authority to enter into this Agreement with Provider, and that the party signing on its behalf likewise has authority to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: INSERT CLIENT NAME AND STATE

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:

Provider: Smart Communications Holding, Inc.

By: _____

Name: Jon Logan

Title: Chief Executive Officer (CEO)

Date: _____

Email: jon.logan@smartcommunications.us

Notice of Address:

10491 72nd St.
Seminole, FL 33777

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Schedule of Services Agreement

This Schedule is between INSERT CLIENT NAME AND STATE, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility Name and address is: INSERT CLIENT NAME
INSERT CLIENT ADDRESS
INSERT CLIENT STATE, CITY AND ZIP CODE

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

SmartKiosk™ and Secure Network

1. The SmartKiosk™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.
2. Provider will furnish the proprietary SmartKiosk™ on a sufficient ratio based on the Average Daily Population ("ADP"). Customer shall determine which inmates have access to the SmartKiosk™.
3. The SmartKiosk™ is a custom, ruggedized and correctional grade Kiosk of our custom specifications that will connect to our secure network.
4. The SmartKiosk™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.
5. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.
6. We will provide INSERT QUANITY of SmartKiosk™ devices to the facility.
7. Each SmartKiosk™ is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Kiosk.

SmartTablet™ and Secure Network

8. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.
9. Provider will furnish the proprietary SmartTablet™ on a INSERT RATIO inmate to tablet ratio based on the Average Daily Population ("ADP"). Sufficient reserve tablets shall also be provided. Customer shall determine which inmates have access to the SmartTablet™ devices.
10. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of our custom specifications that will connect to our secure network.
11. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.
12. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

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Distribution and Refurbishment Plan (SmartTablet™ Devices)

13. We will provide a tablet charging station and "home base" within each housing unit within the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.
14. Each tablet is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use a tablet. Individual tablets are not assigned to specific inmates. Any inmate in a given housing unit may use any tablet that is assigned to that housing unit. If a tablet that an inmate is using stops working, they can return it to a deputy for maintenance, and then take a different tablet and sign on and gain full access to their account and content. Provider will provide to the Customer a sufficient number of extra SmartTablet™ devices so that the available number of SmartTablet™ devices will always meet the approved ratio. In the event a tablet stops working, no longer holds a charge, is damaged, or is otherwise in need of service, facility staff can replace the malfunctioning tablet with a new working SmartTablet™. We will provide pickup and delivery of malfunctioning and replacement SmartTablet™ devices at no charge to the Sheriff's Office.

Damage (SmartTablet™ Devices)

15. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form. We will seek restitution from the inmate with the assistance of your agency. During the term of the contract, should the number of intentionally damaged tablets exceed 10% of the original provided tablet inventory for a given twelve (12) month period, the facility will be responsible for the cost of the new replacement tablets.

Inmate Telephone System

16. Customer grants to Provider the exclusive right to install and maintain Inmate Telephone Services within and throughout Facility, including for any future expansion of telephone service to buildings or locations under control of Facility, during the term of this Agreement.
17. Provider shall establish rates for telephone services as set forth below.

INMATE TELEPHONE SYSTEM PER MINUTE CALL RATES			
Call Type	**Collect**	**Prepaid Collect**	**Prepaid Debit**
Local	TBD	TBD	TBD
IntraState	TBD	TBD	TBD
InterState	TBD	TBD	TBD
International	N/A	TBD	TBD

DEPOSIT FEES	
Deposit Fee Type	**Amount Per Deposit**
Live Operator	$5.95
Secure, Online Website	$3.00
Interactive Voice Response	$3.00
Lobby Kiosk (if applicable)	$3.00
Money Order	$0.00
Certified Check	$0.00

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Western Union*	$0.00
**User is accessed fee by Western Union for the use of their service.*	

18. This Agreement includes all other premises, whether now existing (e.g., if a different vendor has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Customer within Provider's service areas. Customer will advise Provider in writing, of newly opened, acquired, or available premises, promptly, and Provider can evaluate installation of its telephone services at these premises.
19. In consideration of the compensation paid to Customer under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Provider expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

Smart Communications' Responsibilities (Inmate Telephone System)

20. 20. Provider's telephone services and system are provided by way of Provider's Smart-EVO™ ITS terminals, which will be installed in quantities and at locations that are mutually agreed upon by both parties.
21. Provider shall service and maintain its telephone system and Smart-EVO™ ITS terminals at Provider's expense, except as otherwise agreed upon herein.
22. Provider shall comply with the Americans with Disabilities Act (ADA) for all equipment it provides.
23. Provider shall provide the Customer an annual review of revenue performance, facility service needs, and expansion requirements and will discuss with the Customer the appropriate action to be taken by Provider at the Customer's request.
24. Provider agrees to pay Customer a commission of INSERT ITS COMMISSION PERCENTAGE RATE of gross revenues collected from inmate phone system used. Said commission is based upon Customer's grant to Provider exclusivity for the services described herein, including secure two-way messaging, video visitation, and entertainment; jail administrative services, including customized information routing of grievances, medical request forms, etc.; commissary menu and electronic ordering as well as all maintenance to system, including price changes, product drop and add, etc.; and all administrative tools.

Customer's Responsibilities (Inmate Phone System)

25. Customer agrees to provide adequate space for installation of Provider's Smart-EVO™ ITS terminals, and easy accessibility for inmate use during the normal operating hours. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of the ITS terminals, and shall be responsible for any fees for use of required riser cable and electric power.
26. Customer agrees to maintain the area around the ITS terminals and ensure safe and ready access by inmates.
27. Customer agrees to allow Provider access to perform maintenance during the established hours of accessibility as jointly agreed by the parties, except when access must be denied to ensure the safety of Provider service personnel and/or to maintain institutional control.
28. Customer agrees to allow Provider, with prior written approval of Customer, access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Provider, unless otherwise negotiated with Customer.
29. Customer agrees that any relocation, expansion, addition, or removal of ITS hardware, equipment, or terminals, which would result in extraordinary expenses must be agreed to by Provider in advance of the cost being incurred or alternately, the cost be paid by Customer.

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30. Customer agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the ITS terminals and equipment from any source.
31. Customer agrees to, at its option, purchase and provide enclosures at its own expense for Telephones. In the event Customer elects to provide its own enclosures, Customer shall be responsible for installation and maintenance of said enclosures.
32. Customer represents and warrants that Provider's ITS system will be installed on property owned by the Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the Facility's owner or owner's agent.

SmartInmate™ Electronic Messaging

33. Provider will provide a fully functional electronic messaging system for the inmates of the Customer's Facility (SmartInmate™). Provider is responsible for providing and installing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from electronic messaging and photo delivery.
34. Provider will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.
35. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.
36. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facility. These costs do not include the costs of the actual electrical power.
37. Provider will provide each inmate at Customer's Facility with credits for INSERT QUANTITY messages per week at no charge, to satisfy the needs of indigent inmates.
38. Customer shall have the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.
39. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.
40. Electronic Messaging. Each email message is billed at INSERT RATE, which corresponds to INSERT QUANTITY credits.
41. Photo Delivery Service. Each approved photo is billed at INSERT RATE, which corresponds to INSERT QUANTITY credits.

Customer's Responsibilities (SmartInmate™ Electronic Messaging)

42. Customer will provide access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for Provider to install, network, and maintain the electronic messaging system. Emergency access to the system will be granted as needed Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice by Provider.
43. Customer will include information regarding the SmartInmate™ messaging system in Facility's Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.
44. Customer will provide information regarding the SmartInmate™ messaging system in at least one location next to the inmate mailing address on Customer's website, with a link to the SmartInmate.com website.

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45. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.
46. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks and tablets appropriate to their housing assignment.
47. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of the electronic messaging system, as a whole.

Patented MailGuard® Postal Mail Elimination System

48. Provider is the exclusive licensee of MailGuard®, the patented postal mail elimination system covered by at least U.S. Patent No. 10,0291,617 and multiple pending patent applications.
49. Provider shall provide its patented MailGuard® Postal Mail Elimination system at no cost to Customer. Provider's MailGuard® service converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartTablet™ and/or SmartKiosk™ devices within the Customer's Facility.
50. Provider shall provide all the equipment and support services to operate the MailGuard® system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartTablet™ and/or SmartKiosk™ at no cost to Customer.
51. For purposes of this agreement, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to Customer's Facility for delivery.
52. MailGuard® will only integrate with and transmit incoming routine mail to the SmartTablet™ and/or SmartKiosk™ devices.
53. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard® system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.
54. MailGuard® shall become the Inmates' designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer's mail policy which shall promote the intent of this Agreement.
55. Customer will instruct and publish on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system.
56. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.
57. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.
58. Provider will shred all processed mail after 30 days unless the Customer requests in writing to Provider that all of a particular inmate's mail must be stored.
59. The MailGuard® public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer's Facility.
60. Provider will maintain electronic records for a period of seven (7) years from the date of the inmate's release from the Customer's Facility. During the term of this Agreement and upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to Customer's Facility.

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61. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.

Customer's Responsibilities (MailGuard®)

62. Customer shall be responsible for informing inmates and inmates' friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.
63. Customer will provide information regarding Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer's website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.
64. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.
65. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will be responsible for the delivery of said mail to MailGuard® for processing.
66. Upon completion of installation and appropriate system testing, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.
67. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments.
68. Customer will give prompt notice, in writing, to MailGuard® of any trouble or irregularity in the functioning of the MailGuard® system.

Patented MailGuardLegal® System

69. Provider will provide, install, and maintain its patented MailGuardLegal® Mail system, which will include a sufficient number of MailGuardLegal® Mail Scanning Carts to handle the volume of legally privileged mail or other mail deemed to be legal mail (the "Legal Mail") to be processed by the Facility.
70. Customer acknowledges and agrees that Legal Mail must be opened in the presence of the inmate. The Legal Mail may be scanned for electronic delivery via Provider's kiosks or tablets, or printed to hard copy for physical delivery to the inmate, in accordance with Provider's patented MailGuardLegal® system.
71. Provider will install and maintain its proprietary software and the additional infrastructure necessary to operate its patented MailGuardLegal® system, at no cost to Customer.
72. The legal mail may be scanned in the presence of the inmate for electronic delivery to the inmate, in accordance with Provider's patented MailGuardLegal® system, or printed to hard copy for physical delivery to the inmate.
73. Customer specifically understands and agrees that the MailGuardLegal® system does not allow for any electronic copies of legal mail to be monitored, reviewed, or investigated.
74. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while using or supervising the inmates' use of Provider's patented MailGuardLegal® Mail system.

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Video Visitation

75. Provider will provide at no cost to Customer a fully functional remote video visitation system for the inmates of Customer's Facility. Provider is responsible for providing all of the kiosks or tablets, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from remote video visitation system.
76. Provider will provide at no cost to Customer the labor for the installation of the video visitation system.
77. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system.
78. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at Customer's Facility. These costs do not include the costs of the actual electrical power.
79. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.
80. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website.
81. Remote video visitation will be billed at INSERT RATE per minute, subject to change by mutual agreement of the parties.
82. Remote video visitation will be made available to inmates 7 days a week, in keeping with the same hours and time availability of the inmate phone system.

Grievances, General and Medical Requests

83. We shall provide at no cost to the Customer and Inmate electronic general and medical requests as well as well as electronic grievance forms via the SmartTablet™ and/or SmartKiosk™ devices.
84. Our System presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.

Law Library

85. Provider shall provide access via the SmartTablet™ and/or SmartKiosk™ devices to a law library at no cost. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

Electronic Entertainment and Education

86. Provider shall provide access to electronic entertainment via the SmartTablet™ at a rate of INSERT RATE per minute, which corresponds to INSERT QUANTITY credit per minute.
87. Provider will provide access to an extensive education platform where a variety of educational material can be made available.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: INSERT CLIENT NAME AND STATE

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:

Provider: Smart Communications Holding, Inc.

By: _____

Name: Jon Logan

Title: Chief Executive Officer (CEO)

Date: _____

Email: jon.logan@smartcommunications.us

Notice of Address:

10491 72nd St.
Seminole, FL 33777

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19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: __X__ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

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Section 8 – APPENDIX

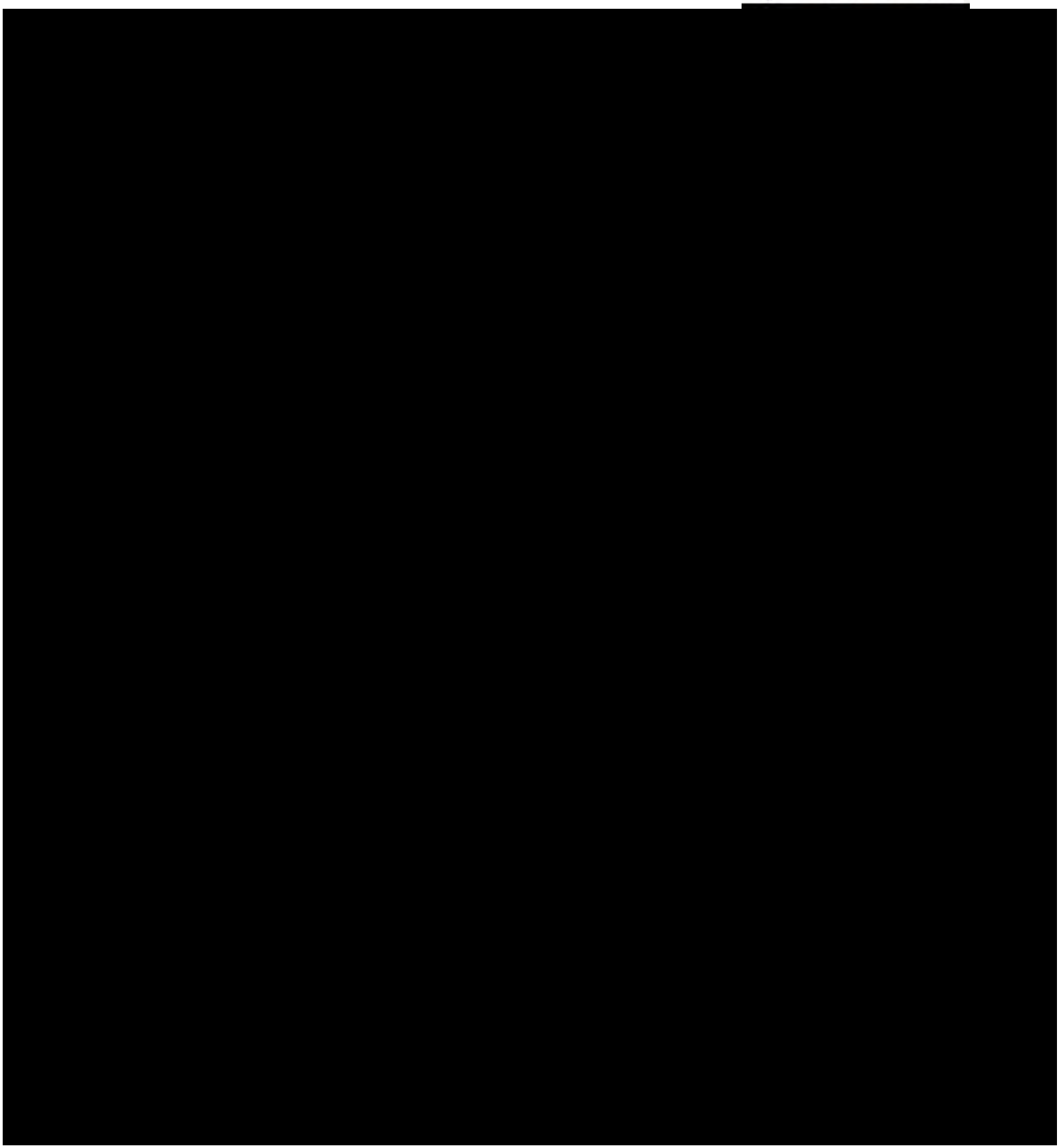
CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

Exhibit A: Confidential Client Partner List and Testimonials

***IMPORTANT NOTE**: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify us immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

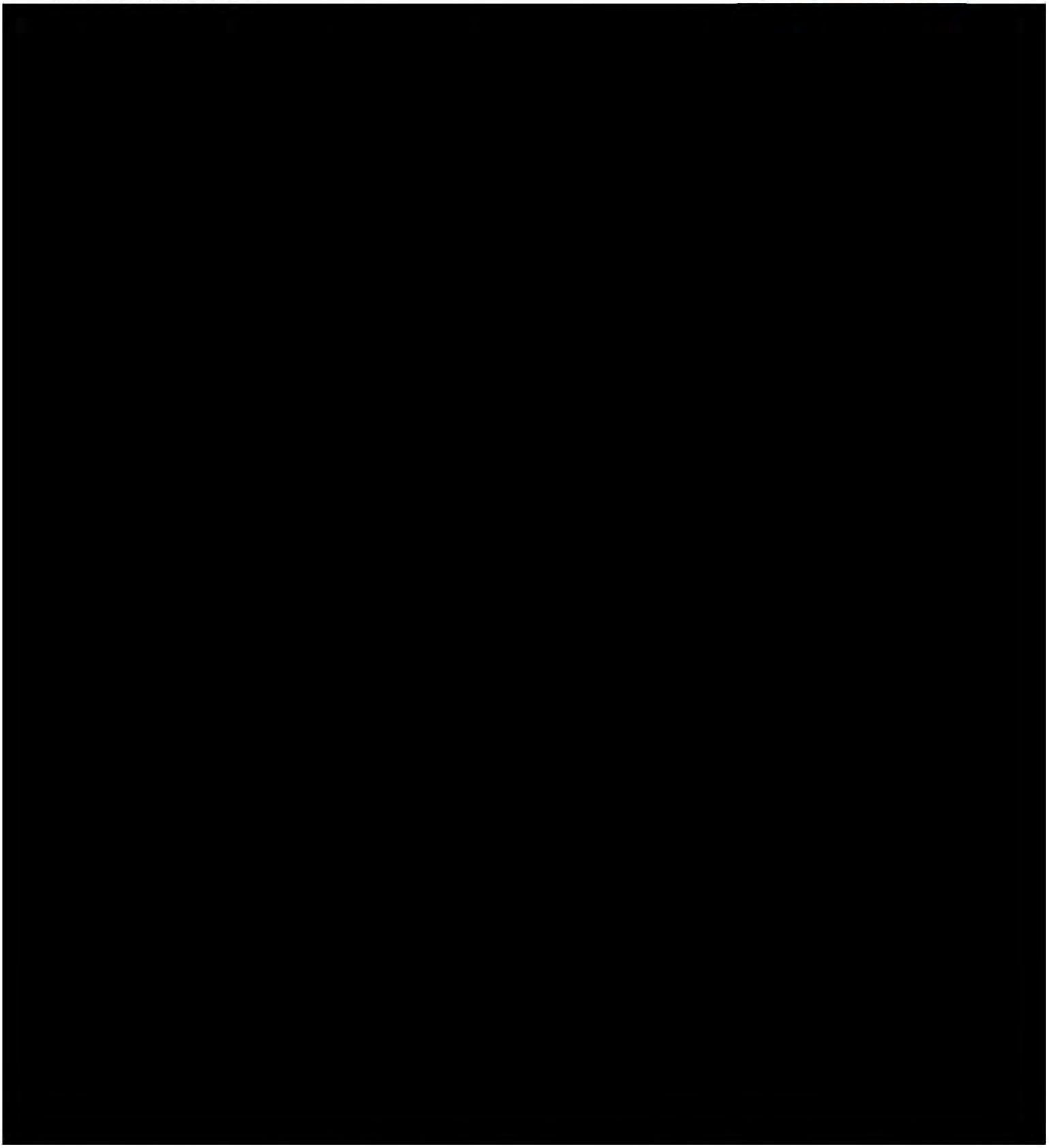
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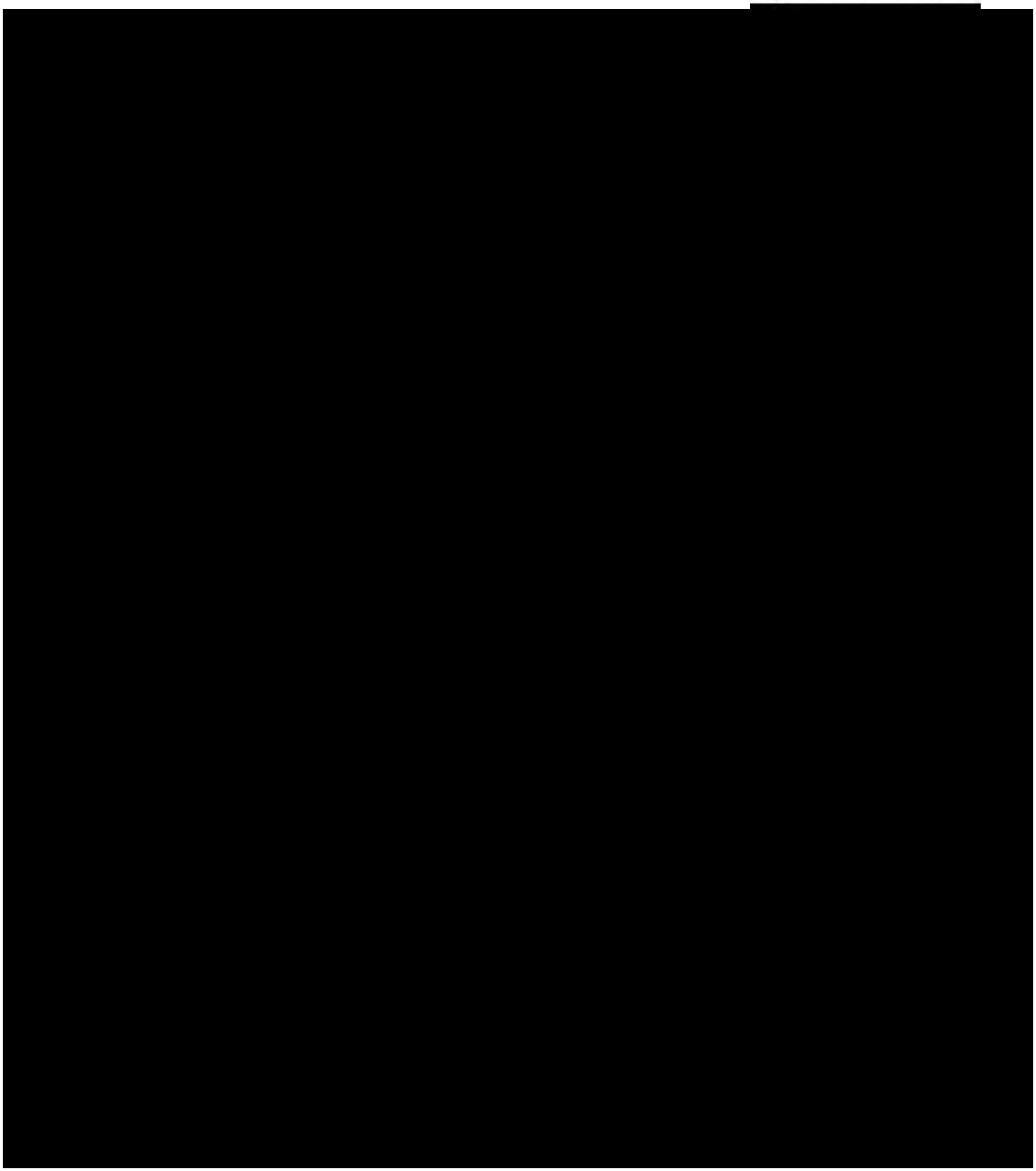
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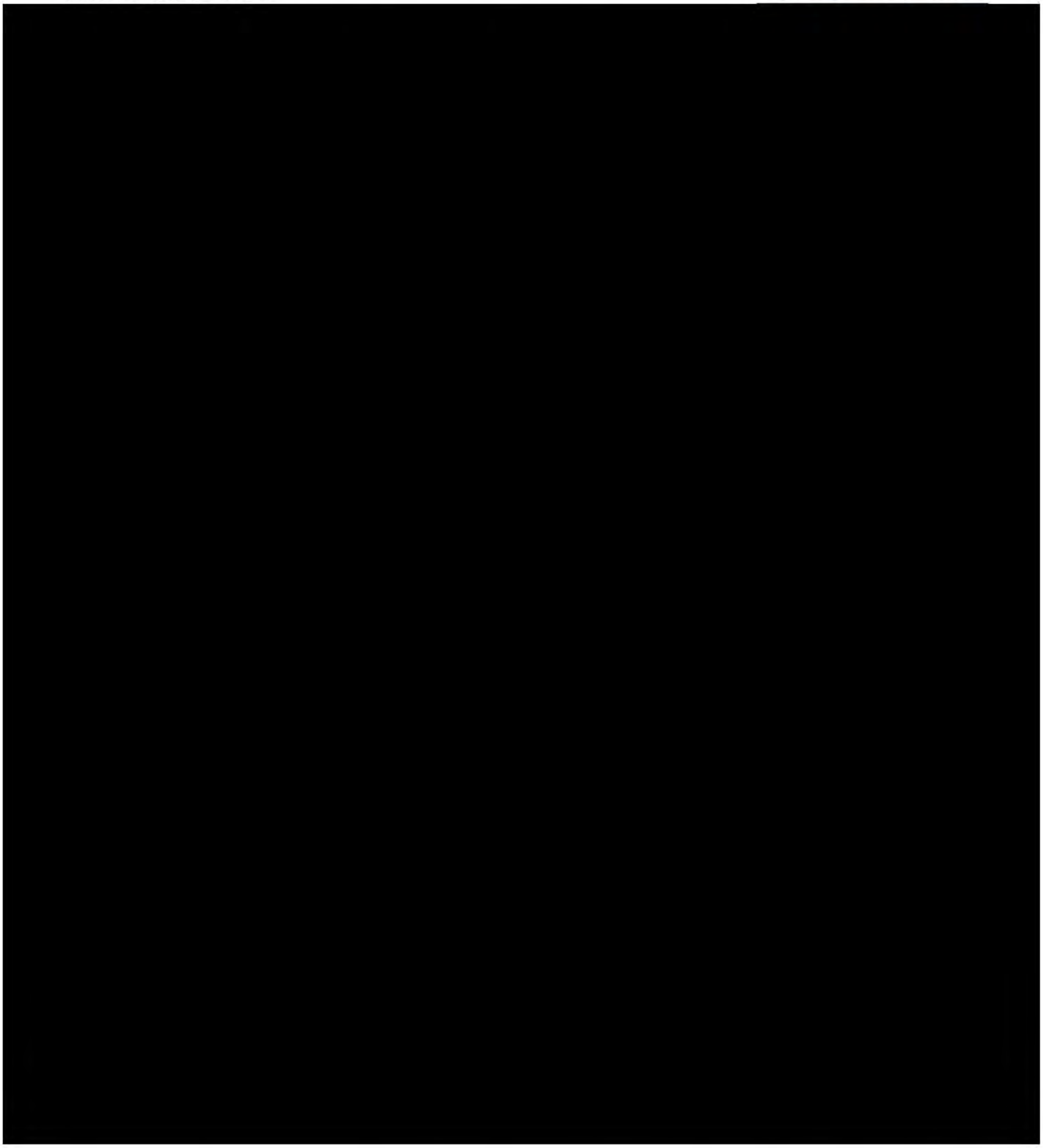
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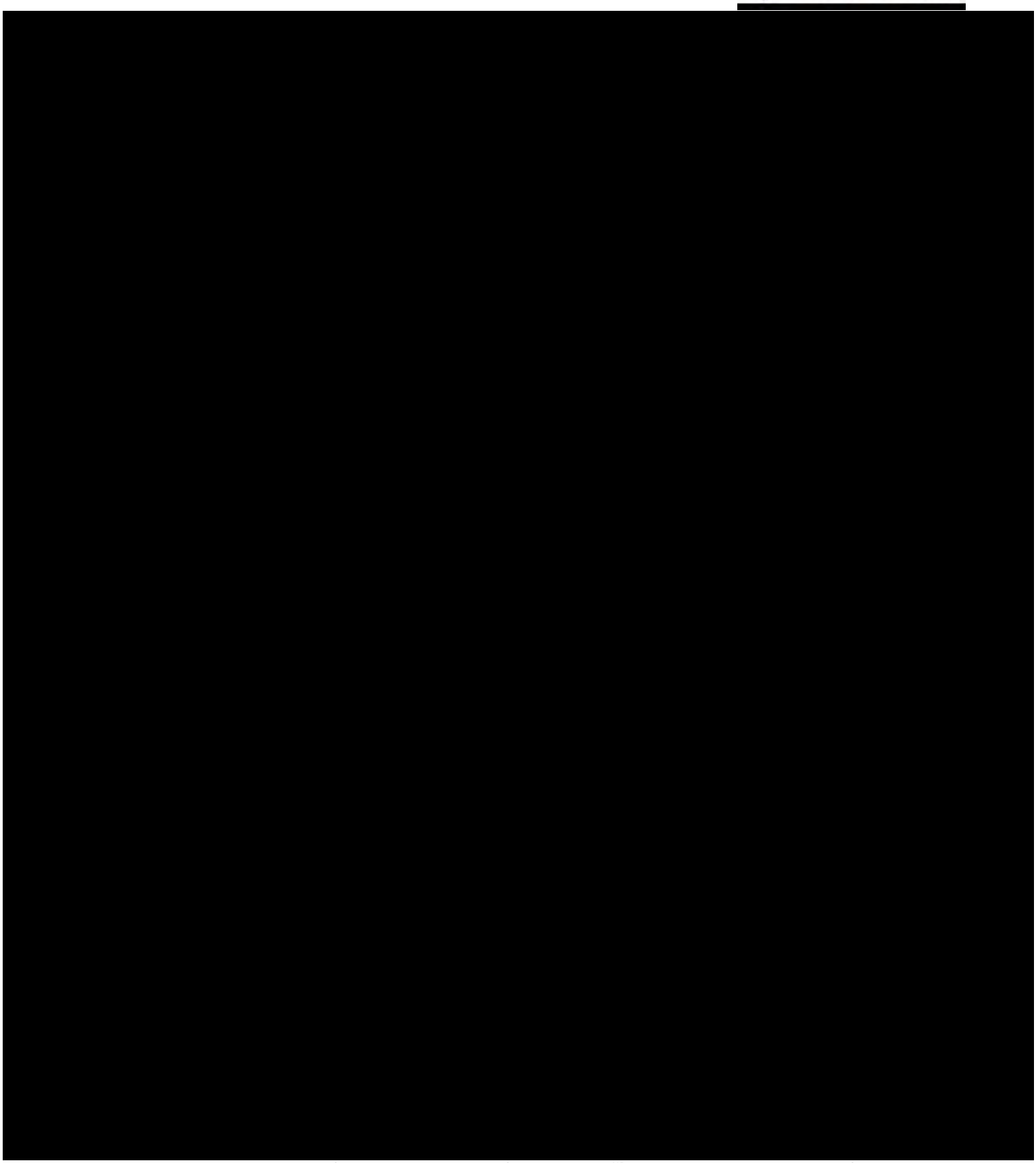
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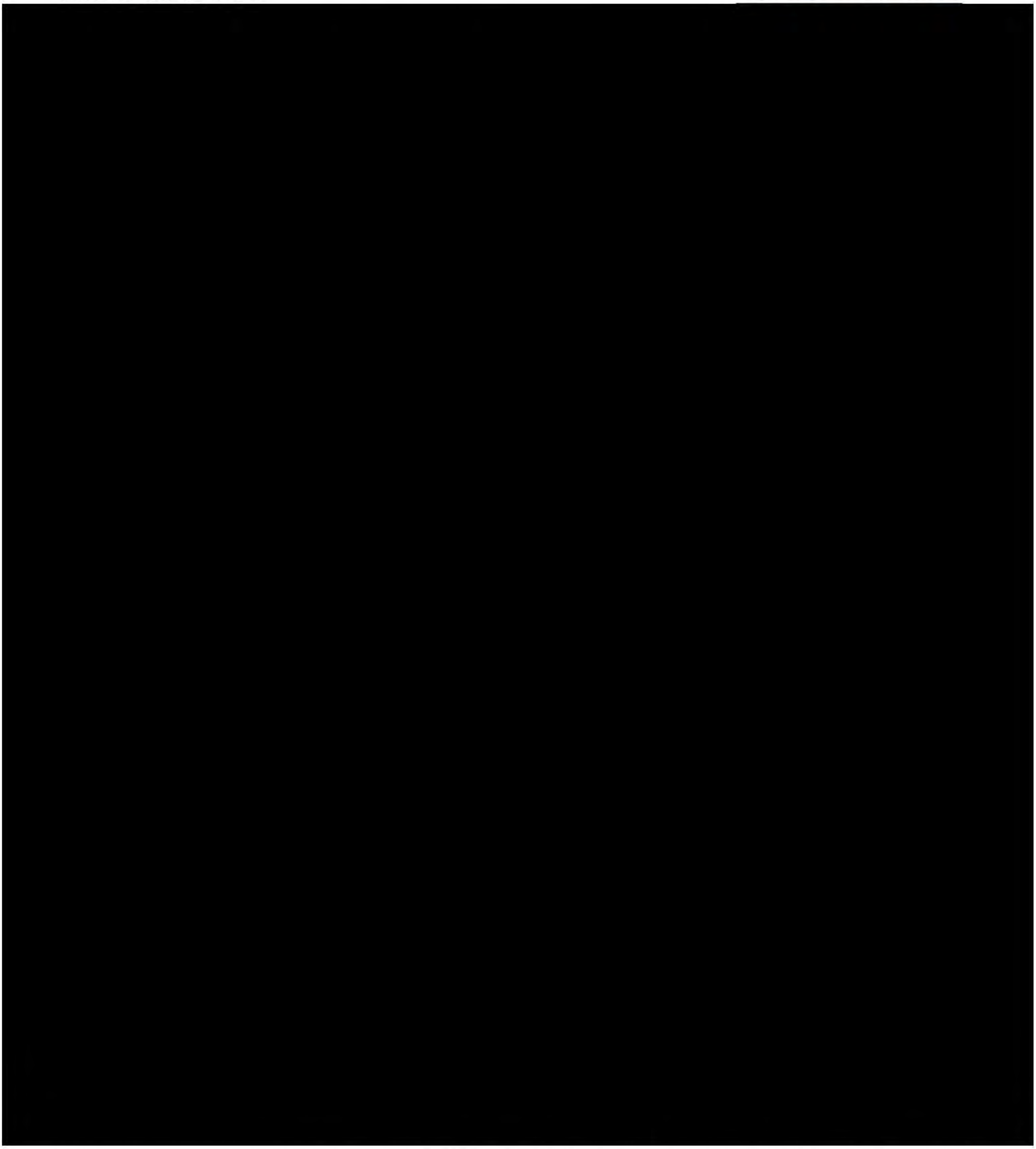
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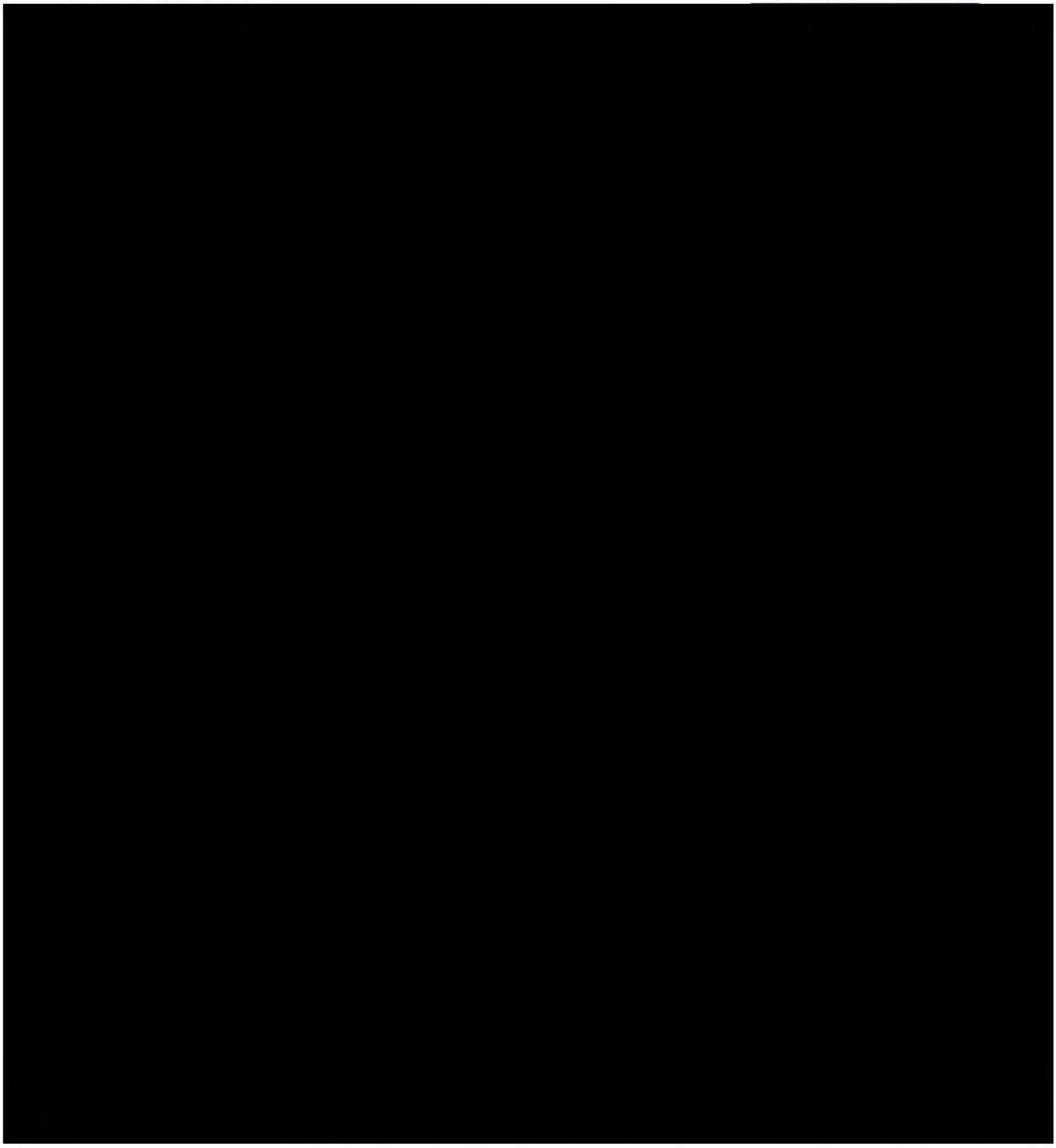
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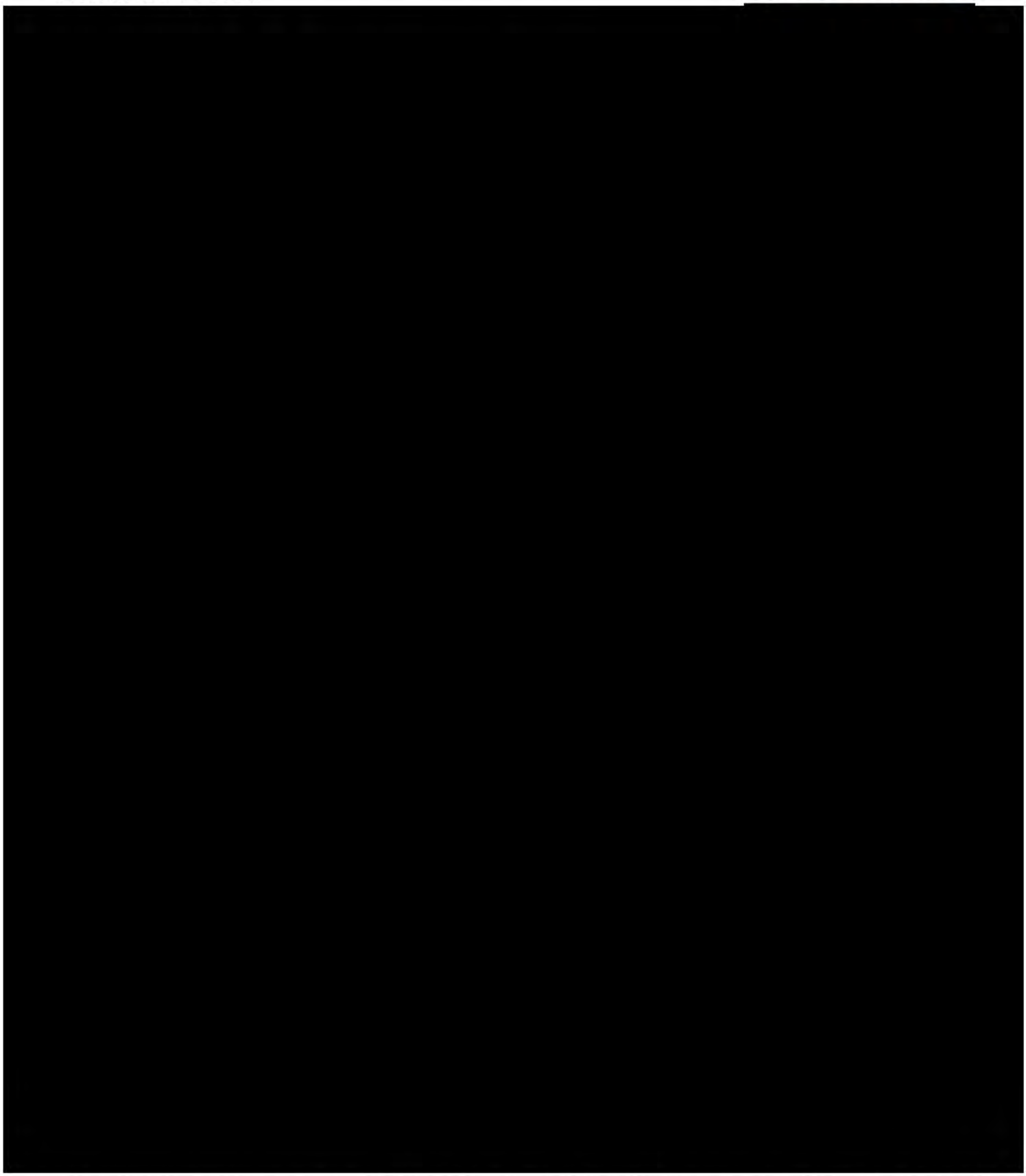
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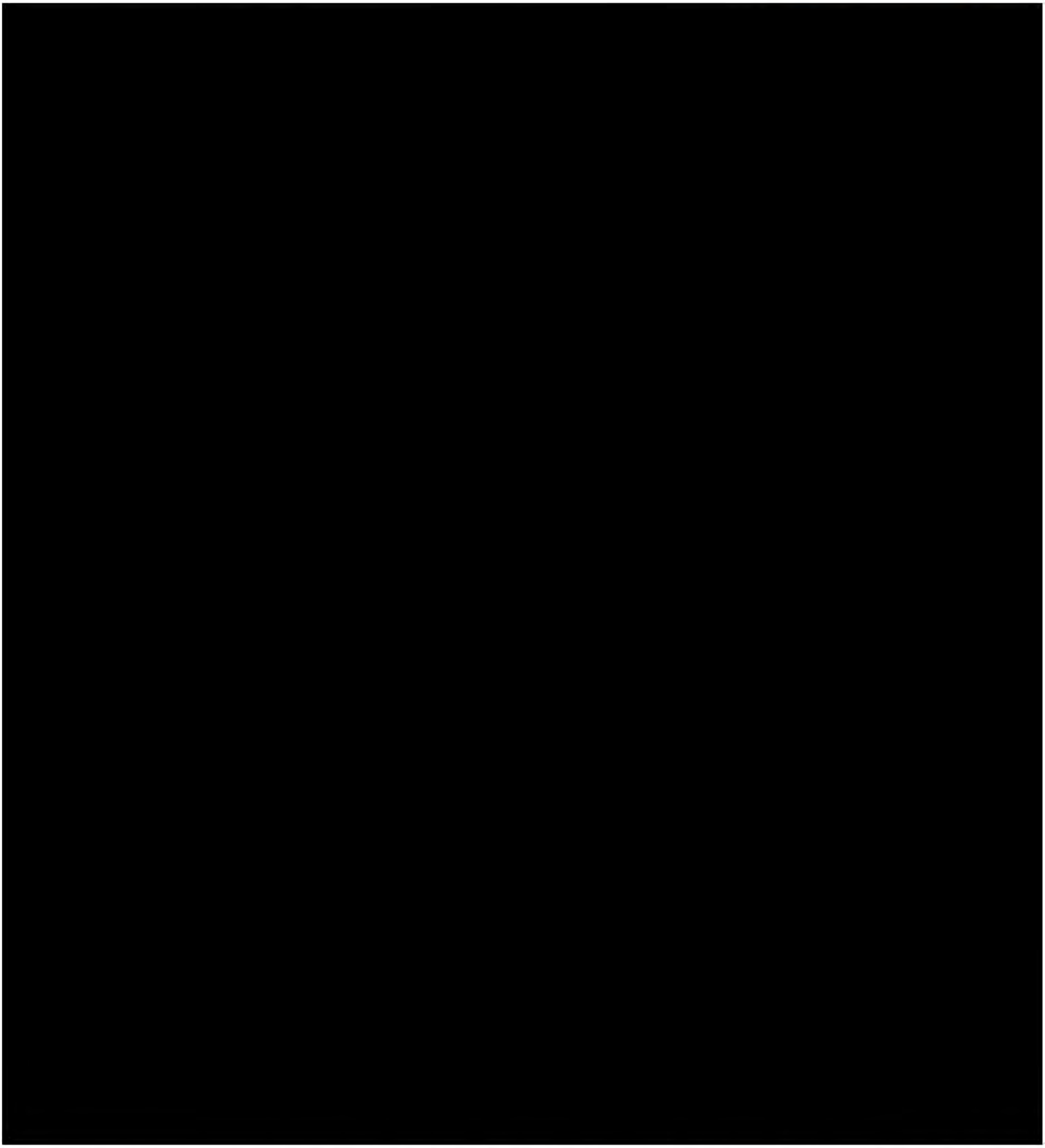
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Client Partner Testimonials and References|

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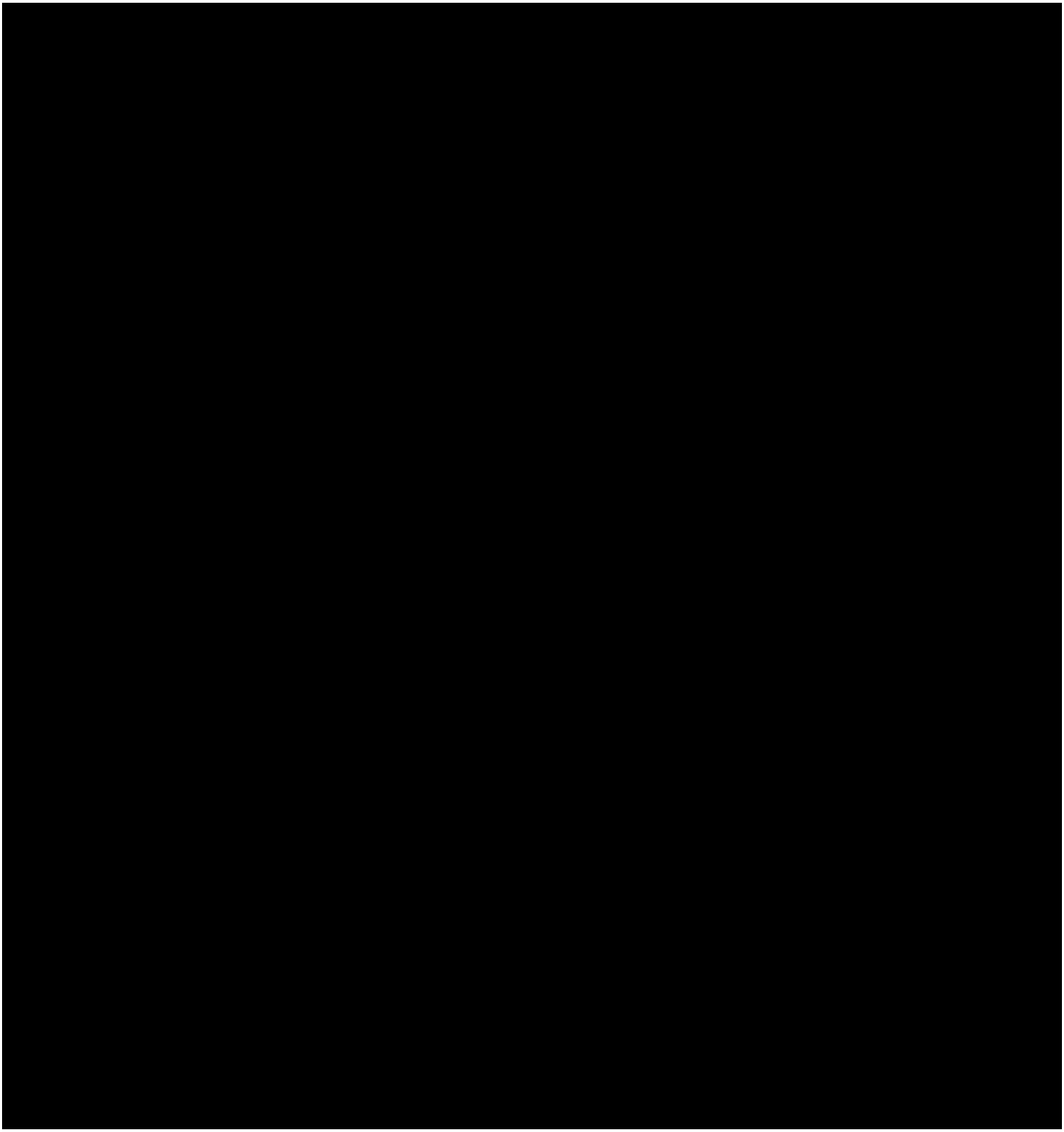
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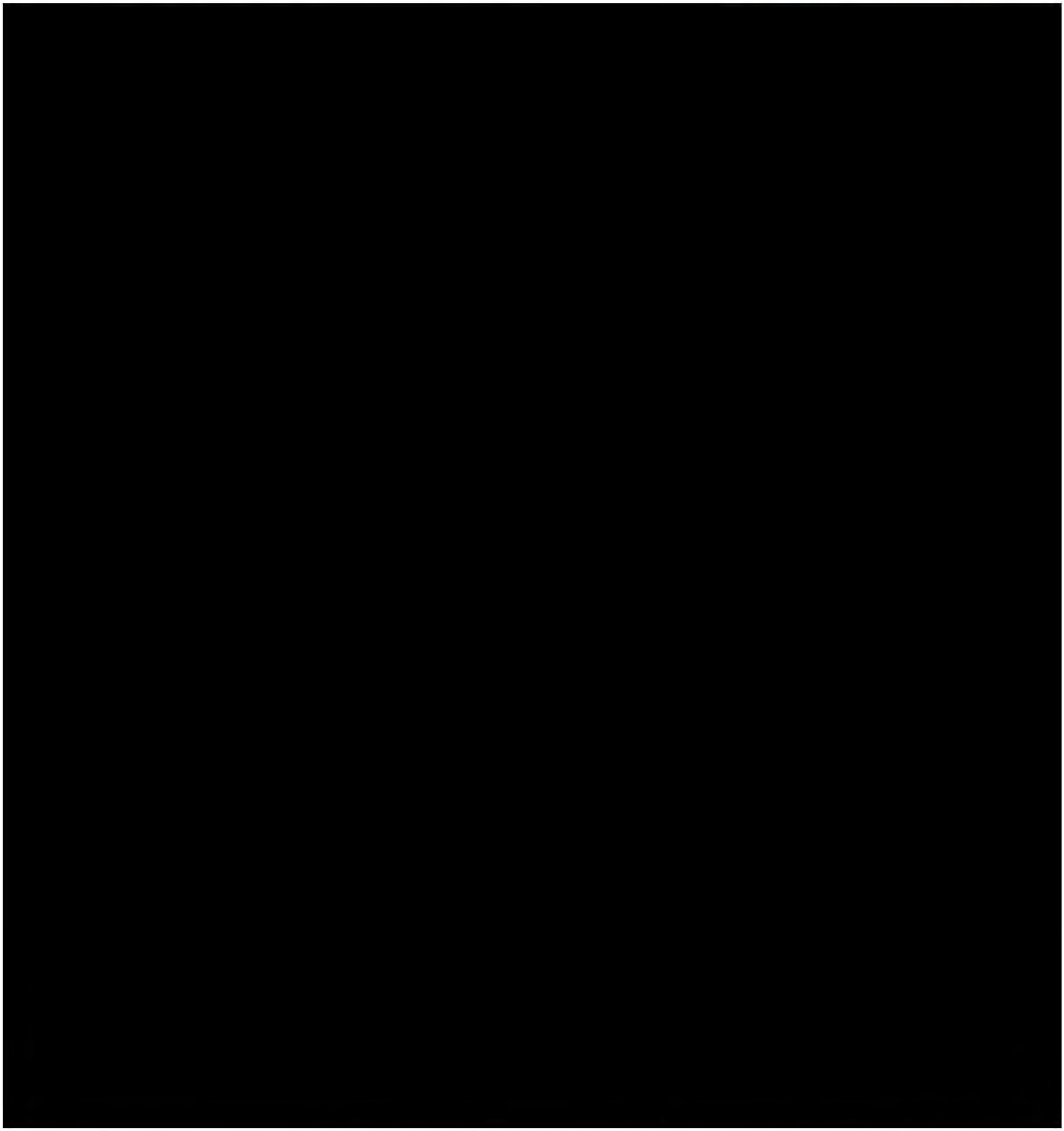
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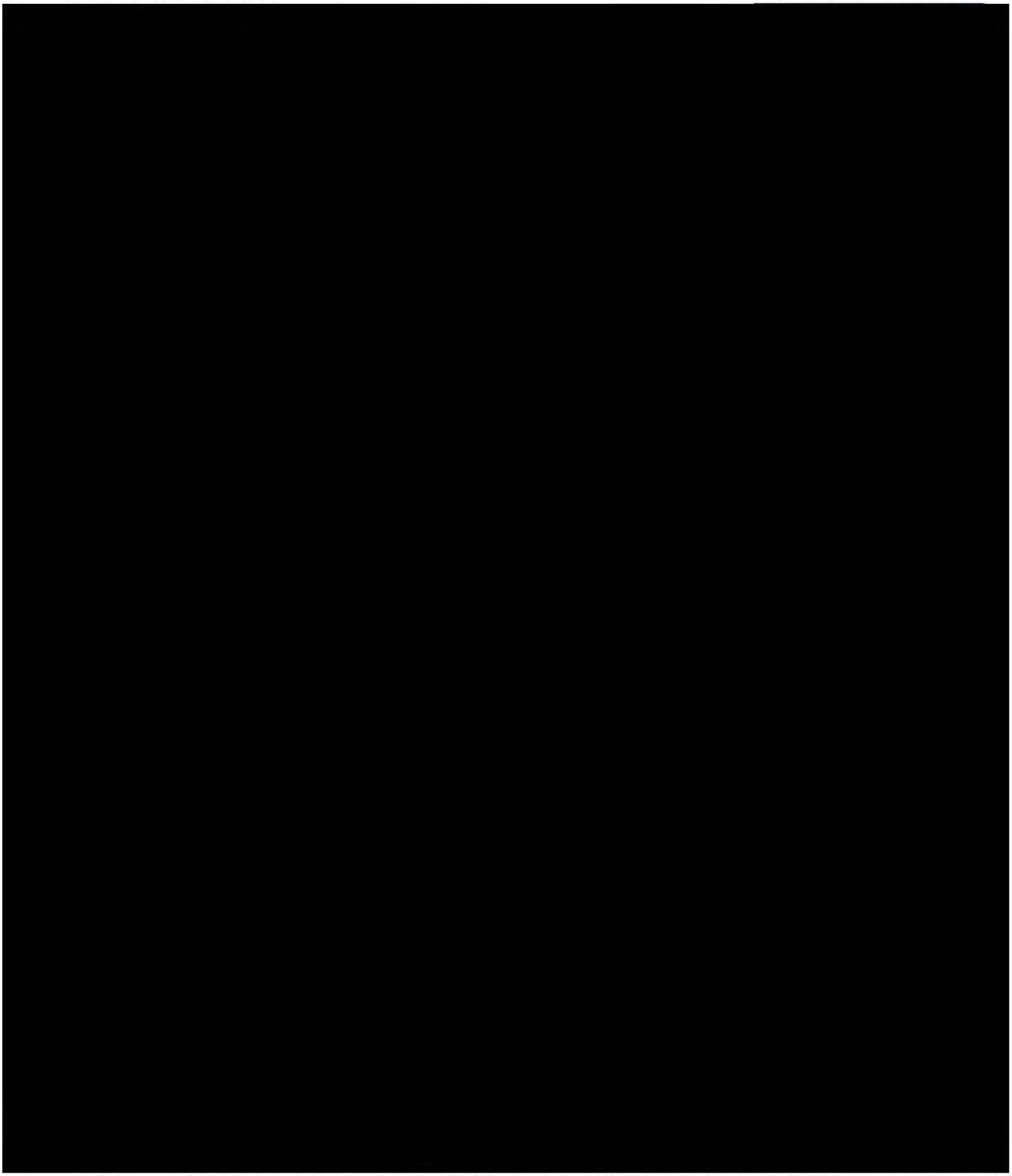
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Exhibit B: Service Escalation Matrix and Maintenance Plan

Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at ***no cost***.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager [redacted]
- Network Operations Center (NOC)
- Technical Support Center (TSC)

Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

Account Manager|
Jerome Anderson will serve as the County's Account Manager and primary point of contact. As the Account Manager, Jerome will provide the County with service and support in the following areas:

- Technology and Service Utilization
- Proactive and Reactive Communications
- Staff and Inmate Training Support
- Troubleshooting and Trouble Ticket Assistance

Smart Communications is committed to ensuring our technologies and services continue to meet and exceed the County's expectations. To deliver on this commitment, [redacted] will meet with facility staff each quarter to discuss their satisfaction with system performance, and the quality of the support and maintenance provided. During these meetings, [redacted] will also provide information regarding any new systems, options and/or features available that will benefit inmates and staff. Jerome may be reached via email [redacted] or phone [redacted].

Network Operations Center (NOC)|
To ensure 99.99% uptime, Smart Communications' NOC team utilizes an advanced application that monitors the health, security and capacity of the networks, applications and hardware utilized by our technologies and services, 24/7/365. This continuous monitoring allows our network experts to identify, diagnose and resolve potential system and network irregularities/inconsistencies before they become a problem that negatively impacts service. If an irregularity/inconsistency is detected, the monitoring application immediately sends an alert to NOC staff to investigate and address. If it is determined that additional technical support is needed, the NOC will contact the Onsite Certified Technician (OCT). The NOC and OCT work together to further evaluate the issue and work towards resolution. If the issue is unable to be resolved remotely, the TSC will contact the facility and Account Manager to coordinate the dispatch of a Field Service Technician (FST) to the facility.

Technical Support Center (TSC)|
Smart Communications' TSC is located in Seminole, FL. Should a service issue arise, our highly trained, professional TSC staff is available 24/7/365 to assist the County via the following methods:

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Toll-free Phone: 844-346-0988
Email: support@smartcommunications.us
Web Portal: https://manage.smartjailmail.com

Smart Communications' TSC uses a ticketing system to manage service requests. When a service request is received, the TSC representative will open a new ticket. Each service request ticket is assigned a priority level (P1, P2, or P3) based on the percentage of the system being adversely affected. The priority level assigned determines the target resolution type, client communications and updates, as well as the escalation path.

SERVICE REQUEST TICKET PRIORITY LEVELS AND ESCALATION PATHS|

Priority Level	Examples/Characteristics	Target Resolution Time	Client Updates	Escalation Path
P1	Loss of critical functionality as determined by: • Complete system failure • Complete loss of monitoring or recording functionality • Complete loss of administrative or investigative access or functionality • 50% or more of inmate devices are not working in a specific area/housing unit	<4 hours	Every Hour	Ticket request is immediately reported to Vice-President of Network Operations
P2	Loss of significant functionality as determined by the <<AccountType>>: • Loss of monitoring or recording capabilities at facility (not complete loss) • Data backup failure • 50% or less of inmate devices are not working in a specific area/housing unit	<8 hours	Every 2 Hours	P2 issues not resolved within 8 hours are reported to the NOC Manager and escalated to P1
P3	Loss of non-significant functionality as determined by the <<AccountType>>: • Software fixes not critical to operations • Loss of trouble ticket system	<24 hours	Every 4 Hours	P3 issues not resolved within 24 hours are reported to the TSC Manager and escalated to P2

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TSC representatives take full ownership of the service request ticket they are assigned and will make every effort to resolve the service issue remotely within the designated timeframe and escalate according to priority level. If it is determined that a service request ticket cannot be resolved remotely, the TSC will contact the Onsite Certified Technician (OCT). The TSC and OCT work together to further evaluate the issue and work towards resolution. If the issue is unable to be resolved remotely, the TSC will contact the facility and Account Manager to coordinate the dispatch of a Field Service Technician (FST) to the facility.

TSC representatives will also be responsible for providing client updates regarding the issue resolution status and closing the service ticket once the issue has been resolved.

Onsite Certified Technician (OCT)|
To help ensure we provide the County with the best support and maintenance service possible, a full-time On-site Certified Technician (OCT) will be provided by Smart Communications.

Duties of the OCT include, but are not limited to:

- Provide maintenance on all inmate telephones and related equipment, as needed, and perform preventive maintenance for the SmartEvo™ ITS, SmartVisit™ VVS, and SmartTablet™ and SmartKiosk™ devices
- Maintain all SmartEcosystem™ databases associated with the SmartEvo™ ITS, SmartVisit™ VVS, SmartTablet™ devices; enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS
- Manage SmartTablet™ device replacement, as necessary, to maintain the desired inmate-to-tablet distribution ratio
- Receive and resolve all administrative comments and questions, to include the unblocking of specified telephone numbers and designating specified numbers as privileged
- Provide reports and investigative assistance at the County's request, such as the following:
  - SmartEvo™ ITS activity reports, including usage and revenue
  - SmartVisit™ VVS activity reports, including remote and on-site video visitation sessions and remote revenue
  - SmartTablet™ device activity reports, including educational program and entertainment content usage/revenue
  - SmartEvo™ ITS and SmartVisit™ VVS call monitoring
  - Request and service ticket reports
  - Investigation documentation, including CDRs and audio, audio/visual recordings, electronic messages and scanned inmate postal mail

Field Support Technicians (FSTs)|
Smart Communications employs numerous Field Service Technicians (FSTs) throughout the country. Our FSTs have an extensive technical background and are certified to work on all the technologies and services we provide. If additional on-site support is needed to resolve an issue, an FST will be dispatched to the facility. These individuals will be equipped with the appropriate tools and an inventory of system components/replacement parts whenever on-site support or repairs are needed.

System Updates|
Smart Communications is committed to delivering new technology and system improvements to our clients as

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they become available. Smart Communications plans for quarterly releases of major application upgrades, including a major version update once a year. Hot issues or emergency feature requests are incorporated using the same strict development process and are released as system patches. In between scheduled updates, minor system patches are applied as needed to incorporate urgent client feature requests. System patches are also incorporated into the next quarterly release cycle. System patches and upgrades are provided at ***no cost***.

All software enhancements and patches for all Smart Communications' components are developed and tested by our in-house software engineering and quality assurance teams. Dedicated and authorized service personnel are permitted remote access to the servers through firewall permissions which only permit access from our corporate network. Software updates are applied and tested. Each update has processes in place to back out and restore a previous version, if necessary. All software is version-controlled and devices report currently running versions back to a central management system.

Immediate SmartTablet™ Replacement|

Smart Communications will provide the facility with a pool of spare SmartTablet™ devices to allow for a damaged or inoperable device to be immediately replaced. Pre-printed shipping labels and boxes will also be provided to return damaged/inoperable devices. Upon receipt of the damaged/inoperable device, we will send a replacement to replenish the spare device pool. Smart Communications will provide additional/replacement tablets to the County at ***no cost*** and we do not hold the County liable for any SmartTablet™ device that sustains damage.

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Exhibit C: Confidential and Proprietary Information Details

Confidential and proprietary elements of Smart Communications proposal response are identified in the table below. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable California Public Record Act (CPRA) exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any item identified below is the subject of any public record request so that we may respond appropriately.

An electronic copy of our proposal in which all confidential/proprietary has been redacted is provided on the enclosed thumb drive.

Section/Requirement #	Page #(s)	CPRA Exemption Description
8.2.2.3	29-33	Personnel Records, Trade Secrets and Proprietary Information (Client List/References)
8.2.2.6.1	36-41	Trade Secrets and Proprietary Information (Client List/References)
8.2.3.5	56-78	Trade Secrets and Proprietary Information (Systems Administration/Reports)
5.1.2.7	85-86	Trade Secrets and Proprietary Information (Systems Administration/Transcription)
5.1.2.13	88	Trade Secrets and Proprietary Information (Systems Administration/Global Number List)
5.1.4.7	99-100	Trade Secrets and Proprietary Information (Systems Administration/Live Monitoring)
5.1.6.2.1	106-107	Trade Secrets and Proprietary Information (Systems Administration/SmartLink™ Investigator)
5.1.6.2.2	107-109	Trade Secrets and Proprietary Information (Systems Administration/Investigation Tools)
5.1.6.4	112-113	Trade Secrets and Proprietary Information (Systems Administration/Electronic Messaging Investigation and Attorney/Legal Document Delivery Tools)
5.1.12.2.1	119	Personnel Records
5.2.1.2	123-125	Trade Secrets and Proprietary Information (SmartTablet™ Device)
5.2.2.1.8	134	Trade Secrets and Proprietary Information (Systems Administration/VVS Recording)
5.2.2.1.17	138	Trade Secrets and Proprietary Information (SmartTablet™ Device)
5.2.2.1.35	141	Trade Secrets and Proprietary Information (Systems Administration/Visitation Approval)
5.2.2.1.36	142-143	Trade Secrets and Proprietary Information (Systems Administration/Scheduling)
5.2.2.1.46	144-146	Trade Secrets and Proprietary Information (Systems Administration/VVS)
5.2.6.1.2	152-153	Personnel Records

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5.2.6.1.3	153	Personnel Records
Section 6 - Pricing & Warranty	159	Trade Secrets and Proprietary Information (Systems Administration/VVS)
Section 6 - Pricing & Warranty	161-162	Trade Secrets and Proprietary Information (Systems Administration/Electronic Messaging Investigation and Attorney/Legal Document Delivery Tools)
Section 6 - Pricing & Warranty	166-168	Trade Secrets and Proprietary Information (SmartTablet™ and SmartKiosk™ Device specifications)
Section 8 - Appendix/Exhibit A: Confidential Client Partner List and Testimonials	192-208	Trade Secrets and Proprietary Information (Client List and References)
Section 8 - Appendix/Exhibit B: Service Escalation Matrix and Maintenance Plan	209	Personnel Records

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COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: June 30, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #1

TO: All Interested Proposers

SUBJECT: Changes to Section 3.0 Calendar of Events

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047

AyalaJ@co.monterey.ca.us

_____
Company Representative

_____
Date

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This addendum changes the Proposal due date submission with a date extension, as well as adding a date for the top two selected vendor to provide a brief presentation.

CHANGES IN SECTION 3.0 CALENDAR OF EVENTS

3.4	**Proposal Submittal Deadline**	**3:00 p.m., PST, Monday, July 31, 2023**
3.4.1	**Short List Vendor Presentations**	**8:00 a.m., PST, Tuesday August 15th 2023**
3.5	**Estimated Notification of Selection**	**September 2023**
3.6	**Estimated AGREEMENT Date**	**October 2023**

ALL OTHER SECTIONS IN RFP REMAIN UNCHANGED

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COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division

DATE: July 14, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #2

TO: All Interested Proposers

SUBJECT: Questions submitted prior to the deadline & Responses to these.

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #2.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
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AyalaJ@co.monterey.ca.us

_____
Company Representative

_____
Date

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This addendum addresses all questions submitted prior to the deadline, and County of Monterey's associated responses to these questions.

1. ***Amend RFP to add Section 5.1.6.5 to RFP: "Sheriff's Office shall provide or partner with a provider to offer a Biometric Process to monitor the health of inmates and include a description and additional cost or financial impact to offer."***

2. ***Amend Section 6.1 of RFP to read: "The term of the AGREEMENT(s) will be for a period of five (5) years with the option to extend the AGREEMENT for two (2) Additional One (1)-Year Periods***."

3. ***Amend RFP to add Section 5.1.6.5: "Contractor shall provide Debit Release Cards that shall also function as credit cards that can be used outside of the facilities. Contractor shall disclose and provide the maximum period of time allowed after the incarcerated person's release, before fees are incurred. Contractor shall provide instruction sheets for card use, fees, and any other necessary information for the incarcerated person."***

4. ***Amend Section 5.2.1.1 to read: "Contractor shall provide tablets for Incarcerated Person's/Youth's education, rehabilitation, and reentry programs. The tablets shall also include access to ADA information and programs and Systems Law Library content."***

5. ***Amend Section 2.3.2 Probation Department Tablet Program and Video Visitation to add the sentence: "The Probation Department prefers a 1:1 Tablet to Youth ratio."***

6. ***Amend Section10.2 to add "Offer" evaluation criteria component under "Video Visitation System."***

7. How much time can the Incarcerated Person use the phones or tablets, and can it be increased?

   The phones and tablets are shut off between 11:00 pm and 7:00 am. This is sufficient time for phone or tablet use.

8. Docking Stations at Youth Center
   - How many current in all locations?
   - How many would Probation Department like?

   There are currently five docking stations in Youth Center. Probation Department would like six double charging/docking stations (2 tablets per station) for the Youth Center: one in each of the four housing units, one in the day room, and one in the interview room (adjacent to the control room.

   For Juvenile Hall there are currently five docking stations, and the Probation Department would like six double charging/docking stations (2 tablets per station for the Juvenile Hall: one in each of the four housing units, one in the main day/visitation room, and one in the booking/holding area.

9. RFP p. 6 section 2.2.1 provides calls and minutes for 12 months. Could you please provide this information broken down by month and by call type, and also provide revenue information? Or, please fill out the table below.

   The Sheriff's Office is unable to provide in time, the level of detail requested (usage data broken down by month and by call type, and revenue information). Since time is of the essence, the recent three months' calls and minutes broken down by call type, bill type, revenue, and commissions for the Sheriff's Office have been provided:

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March 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	16,300	31.54%	186,594	35.16%	$13,061.58	34.36%	$0.010 per minute	$1,865.94
Advance Pay Intrastate Interlata	361	0.70%	4,385	0.83%	$306.95	0.81%	$0.010 per minute	$43.85
Advance Pay Intrastate Intralata	140	0.27%	2,019	0.38%	$141.33	0.37%	$0.010 per minute	$20.19
Advance Pay Local	73	0.14%	934	0.18%	$65.38	0.17%	$0.010 per minute	$9.34
Advance Pay Mexico	97	0.19%	438	0.08%	$92.81	0.24%	$0.010 per minute	$4.38
Advance Pay One Call Interstate Interlata	1,298	2.51%	17,597	3.32%	$1,231.79	3.24%	$0.010 per minute	$175.97
Advance Pay One Call Intrastate Interlata	11	0.02%	183	0.03%	$12.81	0.03%	$0.010 per minute	$1.83
Advance Pay One Call Intrastate Intralata	7	0.01%	107	0.02%	$7.49	0.02%	$0.010 per minute	$1.07
Collect Interstate Interlata	115	0.22%	726	0.14%	$50.82	0.13%	$0.010 per minute	$7.26
Collect Intrastate Interlata	55	0.11%	323	0.06%	$22.61	0.06%	$0.010 per minute	$3.23
Collect Intrastate Intralata	29	0.06%	126	0.02%	$8.82	0.02%	$0.010 per minute	$1.26
Collect Local	14	0.03%	47	0.01%	$3.29	0.01%	$0.010 per minute	$0.47
Debit Canada	14	0.03%	80	0.02%	$16.87	0.04%	$0.010 per minute	$0.80
Debit Interstate Interlata	31,609	61.16%	302,087	56.92%	$21,146.09	55.63%	$0.010 per minute	$3,020.87
Debit Intrastate Interlata	290	0.56%	2,173	0.41%	$152.11	0.40%	$0.010 per minute	$21.73
Debit Intrastate Intralata	447	0.86%	5,466	1.03%	$382.62	1.01%	$0.010 per minute	$54.66
Debit Local	280	0.54%	2,995	0.56%	$209.65	0.55%	$0.010 per minute	$29.95
Debit Mexico	332	0.64%	2,290	0.43%	$482.24	1.27%	$0.010 per minute	$22.90
Debit Other International	208	0.40%	2,156	0.41%	$614.93	1.62%	$0.010 per minute	$21.56
Sum:	**51,680**	**100.00%**	**530,726**	**100.00%**	**$38,010.19**	**100.00%**		**$5,307.26**

April 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	16,132	28.78%	175,382	31.76%	$12,276.74	31.02%	$0.010 per minute	$1,753.82
Advance Pay Intrastate Interlata	222	0.40%	2,352	0.43%	$164.64	0.42%	$0.010 per minute	$23.52
Advance Pay Intrastate Intralata	282	0.50%	3,057	0.55%	$213.99	0.54%	$0.010 per minute	$30.57
Advance Pay Local	70	0.12%	952	0.17%	$66.64	0.17%	$0.010 per minute	$9.52
Advance Pay Mexico	93	0.17%	388	0.07%	$82.25	0.21%	$0.010 per minute	$3.88
Advance Pay One Call Interstate Interlata	1,200	2.14%	15,646	2.83%	$1,095.22	2.77%	$0.010 per minute	$156.46
Advance Pay One Call Intrastate Interlata	17	0.03%	117	0.02%	$8.19	0.02%	$0.010 per minute	$1.17
Advance Pay One Call Intrastate Intralata	5	0.01%	74	0.01%	$5.18	0.01%	$0.010 per minute	$0.74
Advance Pay One Call Local	41	0.07%	597	0.11%	$41.79	0.11%	$0.010 per minute	$5.97
Collect Interstate Interlata	78	0.14%	488	0.09%	$34.16	0.09%	$0.010 per minute	$4.88
Collect Intrastate Interlata	86	0.15%	491	0.09%	$34.37	0.09%	$0.010 per minute	$4.91
Collect Intrastate Intralata	13	0.02%	97	0.02%	$6.79	0.02%	$0.010 per minute	$0.97
Collect Local	24	0.04%	116	0.02%	$8.12	0.02%	$0.010 per minute	$1.16
Debit Canada	4	0.01%	23	0.00%	$4.85	0.01%	$0.010 per minute	$0.23
Debit Interstate Interlata	36,113	64.42%	336,748	60.99%	$23,572.36	59.56%	$0.010 per minute	$3,367.48
Debit Intrastate Interlata	460	0.82%	3,872	0.70%	$271.04	0.68%	$0.010 per minute	$38.72
Debit Intrastate Intralata	326	0.58%	3,552	0.64%	$248.64	0.63%	$0.010 per minute	$35.52
Debit Local	309	0.55%	3,092	0.56%	$216.44	0.55%	$0.010 per minute	$30.92
Debit Mexico	359	0.64%	2,842	0.51%	$598.52	1.51%	$0.010 per minute	$28.42
Debit Other International	221	0.39%	2,271	0.41%	$626.57	1.58%	$0.010 per minute	$22.71
Sum:	**56,055**	**100.00%**	**552,157**	**100.00%**	**$39,576.50**	**100.00%**		**$5,521.57**

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May 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	15,537	25.26%	170,882	28.11%	$11,961.74	27.54%	$0.010 per minute	$1,708.82
Advance Pay Intrastate Interlata	372	0.60%	3,803	0.63%	$266.21	0.61%	$0.010 per minute	$38.03
Advance Pay Intrastate Intralata	139	0.23%	1,277	0.21%	$89.39	0.21%	$0.010 per minute	$12.77
Advance Pay Local	114	0.19%	1,222	0.20%	$85.54	0.20%	$0.010 per minute	$12.22
Advance Pay Mexico	46	0.07%	113	0.02%	$23.89	0.05%	$0.010 per minute	$1.13
Advance Pay One Call Interstate Interlata	1,269	2.06%	16,671	2.74%	$1,166.97	2.69%	$0.010 per minute	$166.71
Advance Pay One Call Intrastate Interlata	24	0.04%	315	0.05%	$22.05	0.05%	$0.010 per minute	$3.15
Advance Pay One Call Intrastate Intralata	7	0.01%	78	0.01%	$5.46	0.01%	$0.010 per minute	$0.78
Advance Pay One Call Local	10	0.02%	166	0.03%	$11.62	0.03%	$0.010 per minute	$1.66
Collect Interstate Interlata	98	0.16%	756	0.12%	$52.92	0.12%	$0.010 per minute	$7.56
Collect Intrastate Interlata	113	0.18%	448	0.07%	$31.36	0.07%	$0.010 per minute	$4.48
Collect Intrastate Intralata	25	0.04%	137	0.02%	$9.59	0.02%	$0.010 per minute	$1.37
Collect Local	33	0.05%	172	0.03%	$12.04	0.03%	$0.010 per minute	$1.72
Debit Canada	6	0.01%	12	0.00%	$2.53	0.01%	$0.010 per minute	$0.12
Debit Interstate Interlata	41,779	67.92%	393,053	64.66%	$27,513.71	63.34%	$0.010 per minute	$3,930.53
Debit Intrastate Interlata	530	0.86%	4,773	0.79%	$334.11	0.77%	$0.010 per minute	$47.73
Debit Intrastate Intralata	334	0.54%	3,461	0.57%	$242.27	0.56%	$0.010 per minute	$34.61
Debit Local	427	0.69%	5,242	0.86%	$366.94	0.84%	$0.010 per minute	$52.42
Debit Mexico	459	0.75%	3,452	0.57%	$728.32	1.68%	$0.010 per minute	$34.52
Debit Other International	190	0.31%	1,821	0.30%	$510.01	1.17%	$0.010 per minute	$18.21
Sum:	**61,512**	**100.00%**	**607,854**	**100.00%**	**$43,436.67**	**100.00%**		**$6,078.54**

The following are the recent three months' reports for Probation Department (Effective January 1, 2023, per legislation, all calls are free for Juveniles):

Month	*Calls*	*Completed*	*Minutes*	*Coll_Atmpt*	*Collect*	*Prepaid_ Atmpt*	*Prepaid*	*Pre_Dest*	*Adv_Pre*	*Vmail*	*Cred_Coll*	*Free*
2023-03	19180	8856	99645.68	698	0	0	0	0	0	72	0	8784

Month	*Calls*	*Completed*	*Minutes*	*Coll_Atmpt*	*Collect*	*Prepaid_ Atmpt*	*Prepaid*	*Pre_Dest*	*Adv_Pre*	*Vmail*	*Cred_Coll*	*Free*
2023-04	17613	8824	94671.73	650	0	0	0	0	0	70	0	8754

Month	*Calls*	*Completed*	*Minutes*	*Coll_Atmpt*	*Collect*	*Prepaid_ Atmpt*	*Prepaid*	*Pre_Dest*	*Adv_Pre*	*Vmail*	*Cred_Coll*	*Free*
2023-05	17846	8906	96787.35	674	0	0	0	0	0	71	0	8835

10. RFP p. 8 section 2.3.1.4 provides usage data for tablet sessions and video sessions for 12 months. Could you please provide this information broken down by month and event type, and also provide revenue information? Or, please fill out the table below.

The Sheriff's Office and the Probation Department are unable to provide in time, the level of detail requested (data for tablet sessions and video sessions for 12 months in Section 2.3.1.4, broken down by month and event type, and revenue information). Since time is of the essence, the recent three months' tablet revenue and commissions for the Sheriff's Office and the Probation Department

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have been provided. See Attachment i - Tablet Commission Report and Attachment ii - Calls from Wall Phones and Tablets for March, April, May, included in this document.

- ***Standard profile is 0.05 cents per minute for premium entertainment content***
- ***Promotional profile is 0.03 cents per minute for older movies, games, checking messages and photos, and audio books***
- ***Friends and Family pay 0.25 cents per message***
- ***Video Visitation is 0.25 cents per minute and can be paid by the friends and family or the adult in custody***

11. Please provide average monthly revenue data for any additional services offered under the current contract, such as voicemail, messaging, etc.

Please refer to responses to Questions #9 and #10.

12. In order to help us evaluate usage data and recognize additional revenue potential, it is very helpful to have the rates currently being charged to end-users under the current contract. Please provide the following information:

Please refer to the Monterey County Sheriff's Office website (https://montereysheriff.org/prar/) and follow the directions for Public Records Requests to obtain copy of current contract.

13. Does the current vendor offer any alternate calling types, such as Advance Pay, PayNow or Text-to-Connect? If so, what are the rates and fees charged for these calls?

Please refer to the response to Question #9.

14. Please outline the fees that are being charged to end-users:
   a. Bill Statement Fee
   b. PrePaid Account Funding Fee via Web
   c. PrePaid Account Funding Fee via IVR
   d. PrePaid Account Funding Fee via Live Operator
   e. Fees for Instant Pay Calls

Please refer to responses to Question #9, Question #10, and Question #18.

15. Section 2.3.1 of the RFP lists video visitation stations within the housing units. However, we understand that the County wants video visitation on tablets only. Please confirm that no video visitation kiosks are required for the inmate housing areas.

Video visitation stations will be tablets and not kiosks as specified in the RFP.

16. How many Lobby Kiosks are required?

Please refer to Section 5.1.6.1 of the RFP: "Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.

17. How many Intake/Booking Kiosks are required?

Please refer to the response to Question #16.

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18. Please Provide the Fee structure for all Trust Fund deposit methods:
    - Phone
    - Web/Mobile
    - Kiosk
    - Walk-in Retailer (Cash transactions)
    - Other

The initial fees payable by end-user OR depositor for ITS services

- ***Automated payment fees such as deposits using credit card or debit card made via telephone: 0 fee per CPUC.***
- ***Live agent fee (Quick Connect): 0 fee per CPUC***
- ***Paper bill fee: 0 fee per CPUC***
- ***All third-party transaction fees such as MoneyGram, Western Union, and credit card processing fees shall be passed through to the depositor or end user without markup. This fee will not go above 6.95.***
- ***All taxes and regulatory fees shall be passed through to the depositor or end user without mark up.***
- ***The fee for a voice mail shall be $1.50 per call.***
- ***The fee for messages sent by a friend or family to a detainee shall be $0.25 per message.***

The Initial fees for Commissary/Booking Load services are as follows: Commissary and Trust are done by Aramark

- ***The fee for Operator-Accepted deposits using credit card or debit card made by telephone: $2.99 per transaction plus 6% of the transaction amount. This fee is paid by the depositor.***
- ***Cash deposited into the lobby/visitation area Kiosk: $1.99 per transaction plus 4% of the transaction amount. This fee is paid by the depositor.***
- ***Credit card and debit card deposits using web-based depositing options: $2.99 per transaction plus 6% of the transaction amount. This fee is paid by the depositor.***
- ***Cash deposited into the Booking area kiosk: no fees shall be assessed to any party.***
- ***Credit card and debit card deposits into the booking area kiosk at time of booking: $2.99 per transaction plus 6% of the transaction amount. This fee shall be paid by the depositor.***

19. Please provide 3 months of detailed Trust Fund transaction history for all patients or provide the information below:
    - Average number of Trust Fund deposits per month
    - Average amount of total dollars deposited per month

Trust Funds are done with the commissary provider, Aramark, which uses the TouchPay kiosk.

Site Name	Monterey CA

	Column Labels					
	Mar		Apr		May	
Row Labels	#Trans	Deposits	#Trans	Deposits	#Trans	Deposits
INTAKE	358	$53,581	405	$77,653	405	$73,913
TRUST	3,225	$195,474	3,650	$216,395	3,845	$223,500
Grand Total	**3,583**	**$249,055**	**4,055**	**$294,049**	**4,250**	**$297,412**

20. Does the County currently receive a commission on Trust Fund deposits? If so, what is it?

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No.

21. During the pre-bid meeting it was emphasized that contractors respond to the new version of the RFP online. On 06/02/23, we downloaded a copy of the RFP from the County's website which contained the following text in the heading on page #2 "RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft FINAL." On 06/20/23, we downloaded a copy of the RFP from the County's website which contained the following text in the file name "RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft V5." To ensure that contractors respond to the appropriate version, would the County please clarify which file is the new/correct version?

The most recent RFP on the website, RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft V5, is the correct and updated version.

22. During the pre-bid meeting it was mentioned that the County would like contractors to use the term "incarcerated person(s)" and the abbreviation "IP(s)" once established instead of the terms "prisoner(s)" or "inmate(s)." Would the County please clarify that the replacement of these terms should only be applied to the contractors' responses or should the replacements also be applied to the RFP document itself?

The term," Incarcerated Person(s)" is already in the RFP, as well as the term, "Incarcerated Individual(s)." Either term shall be used in bidder responses. If bidder uses the abbreviation "IP(s)," or "IT(s), bidder shall ensure that there is a prior definition/clarification of the specific abbreviation used as one of the best practices in proposal and technical writing.

23. Would the County please provide a copy of the agreement/contract and all related amendments the County has executed with its incumbent Incarcerated Persons Telephone System (IPTS), Video Visitation System (VVS) and Incarcerated Persons (IP) Tablet/Miscellaneous provider(s)?

Please refer to response to Question #12.

24. Would the County please provide their current IPTS call and commission rates for each applicable call category/tariff type identified in the table below?:

Call Category/Tariff Type	Call Rate/Min. Commission Rate Percentage
Local -- Collect	
IntraLata - Collect	
InterLata – Collect	
Interstate - Collect	
International - Collect	
Local -- Prepaid Collect	
IntraLata - Prepaid Collect	
InterLata – Prepaid Collect	
Interstate - Prepaid Collect	
International - Prepaid Collect	
Local -- PIN Debit	
IntraLata - PIN Debit	
InterLata – PIN Debit	
Interstate - PIN Debit	
International - PIN Debit	

Please refer to response to Question #9.

25. Would the County please provide the monthly Revenue/Commission Statements, relative to the IPTS, covering the most recent 3-Month period as well as the average daily population (ADP) for each month? Same as in the RFP.

Refer to response to Question #9 with regards to the Revenue/Commission Statements. The average daily population (ADP) in the most recent 6 months is 900-950 for the Sheriff's Office, and 61-68 (36-40 for Juvenile Hall and 25-28 for Youth Center) for the Probation Department.

26. How many IP telephone stations are currently installed?

The Probation Department currently has 11 for Juvenile Hall and 6 for Youth.

The Sheriff's Office currently has the following:

	Housing Unit	Phones	Max. Occupancy	Notes:
1	MHO Dayroom	1	1	1 IP uses this section at a time.
2	Receiving Cells	4		Population 5-100
3	Receiving Common Area	3		No more than 3 (at a time)
4	K-Block	5	72	double occupant cells
5	L-Block	5	72	double occupant cells
6	M-Block	5	72	double occupant cells
7	N-Block	5	72	double occupant cells
8	V-Block	5	72	double occupant cells
9	X-Block	5	72	double occupant cells
10	Y-Block	5	72	double occupant cells
11	Z-Block	5	72	double occupant cells
12	A-Dorm	4	60	Open dorm unit
13	B-Dorm	4	60	Open dorm unit
14	C-Dorm	4	60	Open dorm unit
15	D-Dorm	4	60	Open dorm unit
16	E-Dorm	2	15	Open dorm unit
17	A-Pod	1	15	Single occupant cells
18	B-Pod	1	15	Single occupant cells
19	C-Pod	1	12	Single occupant cells
20	D-Pod	2	23	Single/double occupant cells
21	E-Pod	2	42	Open dorm unit
22	F-Pod	2	42	Open dorm unit
23	G-Pod	2	23	Single/double occupant cells
24	H-Pod	2	23	Single/double occupant cells
25	I-Pod	2	23	Single/double occupant cells
26	J-Pod	2	23	Single/double occupant cells
27	K-Pod 4	2	24	Open dorm unit
28	K-Pod 5	2	24	Open dorm unit
29	K-Pod 16	2	24	Open dorm unit
30	K-Pod 17	2	24	Open dorm unit
31	Infirmary	4	4	Single occupant cells
32	Women's Common Area	1		Single occupant cells
33	Q-Pod	2	22	Open dorm unit

34	R-Pod	1	23	Single/double occupant cells
35	S-Pod	1	23	Single/double occupant cells
36	T-Pod	2	51	Open dorm unit
37	U-Pod	2	51	Open dorm unit
38	WHO	1	5	Single occupant cells
		105	1348	

Note: The Rehab section was not included in this calculation.

	Family Visiting Rooms	Phones	Max. Occupancy	Notes:
39	Main Jail 1	9*	9	*2 phones are needed per unit (IP speaks to family member on other end).
40	Main Jail 2	9*	9	
41	Main Jail 3	9*	9	
42	Women's 1	9*	9	
		0	36	

Interested Bidders also attended an in-depth site visit and walk-through during the Mandatory Pre-Bidders Meeting, on Friday June 16, 2023 to view the current layout and take notes on telephones and telephone stations.

27. How many IP telephone visitation handsets are currently installed?

Please refer to response to Question #26.

28. Would the County please provide their current VVS call and commission rates for each applicable call category/type identified in the table below?:

VVS Call Category/Type Call Rate/Min. Commission Rate Percentage
On-site VVS
Remote VVS

Please refer to response to Question #10.

29. Would the County please provide the monthly Revenue/Commission Statements, relative to the VVS, covering the most recent 3-Month period as well as the average daily population (ADP) for each month? Refer to response to Question #11 with regards to the Revenue/Commission Statements. As indicated in Sections 2.1.1 and 2.1.1 of the RFP, the average daily population (ADP) is 900 with a capacity of 1,401 for the Sheriff's Office and 151 for the Probation Department.

Please refer to response to Question #10 with regards to the Revenue/Commission Statements. Please refer to response to Question #25 with regards to the average daily population (ADP).

30. Does the County require all "professional" (i.e. attorney, public defender, medical professionals, etc..) remote video visitation sessions to be provided at no charge?

Yes.

31. Are the devices used by IPs to participate in video visitation kiosks, wall-mounted tablets or both? How many IP video visitation kiosks and/or wall-mounted tablets are currently installed?

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Video Visitation is currently and will continue to be via the Tablet Program, as indicated in the RFP. For the Sheriff's Office, please refer to Sections 2.3.1.1, 2.3.1.2, and 2.3.1.3 for video visitation tablets currently installed. For the Probation Department, there are five tablets and five charging stations.

32. Does the County allow IPs to participate in a video visitation session on tablet devices that are not mounted to the wall?

No.

33. Are devices available to allow public users to participate in an on-site video visitation session with an IP? If so, are these devices kiosks, wall-mounted tablets or both? How many public user kiosks and/or wall-mounted tablets are currently installed?

Yes, devices are available to allow public users to participate in an onsite video visitation session with an Incarcerated Person. Please refer to Section 2.3.1.1 of the RFP.

34. Would the County please provide the monthly Revenue/Commission Statements, relative to the Tablet/Miscellaneous services (i.e. electronic messaging, entertainment, rental/usage fees, etc…), covering the most recent 3-Month period as well as the average daily population (ADP) for each month?

Please refer to response to Question #10 with regards to the Revenue/Commission Statements. Please refer to response to Question #25 with regards to the average daily population (ADP).

35. How many IP tablet devices are currently in use? Does this quantity include wall-mounted tablet devices?

For the Sheriff's Office, please refer to Sections 2.3.1.1, 2.3.1.2, 2.3.1.3, and 5.2.1.17.1.1. For the Probation Department, there are currently 5 tablets in use.

36. Item #5.2.15 of the RFP states, "Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system." To assist contractors in providing an appropriate response to this requirement, please provide the following information:
    - Who is the County's "local education providers?" Depends on what the classes are, and what they are educating them on
    - Please provide a detailed list of all content provided by "local education providers" that is made available to IPs on the current tablet devices.
    - Would the County please provide the "local education provider" point of contact information so contractors may reach out and establish a dialogue/discuss system/technology compatibility and interfaces?

The selected Contractor shall work with Programs. The classes and/or courses are dynamic, and the local education providers selected by Programs would be incumbent on the specific classes and/or courses.

37. Item #5.2.1.13 of the RFP states, "Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff's Office and Probation Department)." Would the County please explain what purpose(s) "tablet-to-tablet" connectivity is to serve?

Amend Item #5.2.13 of the RFP to state: "The Commander/Administrator tablet is required to have the capability to shut down tablets remotely; and the capability to monitor the tablets."

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38. How many administrative tablet devices are currently in use?

Please refer to Section 5.2.1.17.1.1 for the Sheriff's Office and Section 5.2.1.17.2.1 for the Probation Department.

39. What is the anticipated start date for this contract?

The estimated Agreement date is 10/2023. It is on Section 3.6 of Amendment 1 that was issued on 6/30/2023.

40. How many calendar days after contract signing does the County require the selected contractors' technologies and services to be installed and fully operational?

Reasonable implementation/installation timeframes will be mutually agreed upon by all parties for each of the services and associated services. If there is a longer than standard timeframe for services to be installed and operational (i.e., tablet deployment, IP Other Associated Services, etc.), the Bidder shall disclose this in the proposal, and once a Contractor is selected, any delays will be part of the Project Control Document (PCD) in the Project Management process.

41. After the first round of questions are answered, will the County accept additional questions if clarification is needed for any of the County's responses?

If clarification is warranted on responses to previously submitted questions, the Sheriff's Office and the Probation Department will accept the requests for clarification.

42. Please provide a copy of all current contracts and amendments pertaining to all services under this RFP.

Please refer to response to Question #12.

43. Please provide the commission percentage currently received on inmate telephone revenue.

Please refer to response to Question #9.

44. Please provide the total average monthly commissions received for all services received over the past year from the current vendor.

Please refer to response to Question #9.

45. Does the County receive commissions on revenue generated by interstate calls today?

Yes, please refer to response to Question #9.

46. Does the County require that proposals include commissions on interstate calls?

It is up to the bidders to include commissions on interstate calls in their proposals. Please refer to Section 10 of the RFP.

47. Do commissions from this contract go to the Inmate Welfare Fund, the Sheriff's Office discretionary fund, or the County general fund?

Commissions from this contract go to the Inmate Welfare Fund.

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48. Please provide a breakdown by housing unit of the inmate capacity and the number of phones each. The inmate capacity for each cell block is necessary for determining network requirements and charging stations needed to support the tablets.

Please refer to response to Question #26.

49. Would Monterey County please provide the monthly Revenue/Commission Statements (relative to the Inmate Telephone System) from the incumbent Provider, covering the most recent 6-Month period?

Please refer to response to Question #9.

50. Would Monterey County please provide the monthly Revenue/Commission Statements (relative to the Video Visitation / Tablet / Messaging System) from the incumbent Provider, covering the most recent 6-Month period?

Please refer to response to Question #10.

51. Would Monterey County please provide the ADP for the most recent 6-month period?

Please refer to response to Question #25.

52. Would Monterey County please provide a copy of the current Inmate Communications Agreement, including any Attachments, Amendments or Addendums?

Please refer to response to Question #12.

53. Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency.

Monterey County Incarcerated Individuals/Persons are housed. The only other agencies housed are part of the JBCT program is with Santa Cruz and San Benito Counties.

54. Please provide the Probation ADP broken down by facility – Juvenile Hall and Youth Center.

For the Probation Department, 36-40 for Juvenile Hall and 25-28 for Youth Center.

55. What is the bed count for each the facility?

Please refer to Sections 2.1.1 for the Sheriff's Office and the bed count for Probation Department is 140 (80 for Juvenile Hall and 60 for the Youth Center).

56. Is the inmate trust account managed through the commissary system or the Jail Management System or other system? If other, please specify.

Trust is managed through the commissary, Aramark.

57. Commissary Integration – Please provide the name and contact information for the current commissary vendor.

Aramark, Art Hal Yasa, Regional General Manager – California
M: 805.861.3028 EMAIL: yasa-hal@aramark.com

58. Jail Management Integration – Please provide the name and contact information for the current JMS vendor.

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Tracnet, Pat Kelley, Vice President
patkelley@tracnet.org, (831) 676-0676

59. Please provide the name and contact information for the current deposits services vendor.

ViaPath Technologies, Lisa Steffel, Senior Director - Payment Solutions
Mobile 817-307-8001 EMAIL: lisa.steffel@viapath.com

60. In order to ensure a level playing field for all bidders, please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider.

The successful bidder shall provide new equipment, and this applies to all potential bidders, including the incumbent.

61. Please provide the schedule in which the inmates have access to the inmate phones. Confirm but it was up to 18:00 pm and discretionary up to 0:00pm.

Please see response to Question #7.

62. How is commissary ordered today?

Via combination of hard copy ("bubble" sheets) and tablets.

63. Does the current vendor provide debit calling? If so, how are debit accounts funded – e.g., through an inmate's trust account, lobby kiosk, phone / website payments, etc.? Please list all available methods.

Yes - please refer to responses to Question #9 and Question #18.

64. Are calling cards being used today? If so, how are they purchased and given to the inmate? What denominations are available?

Calling Cards are not currently being used.

65. What limits does the County place, if any, on use of the services in this RFP –maximum number of onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc?

For the Sheriff's Office, there are no limits.

For the Probation Department Youth Center, there are no limits as to the number of calls, but there are limitations as to time periods during the day when the Probation Department permits the phone to be used. Generally, calls are limited to 15 minutes unless they are talking to their lawyer or no other youth wants to use the phone. For the Probation Department Juvenile Hall, there aren't set limits to the number of telephone calls a Youth can make. Depending on how many are trying to use the phone, the Probation Department tries to limit it to 5-10 minutes per phone call so everyone on the unit gets a chance - but if others don't want to they can stay on the phone for longer. There is typically about 4 hours a day of free time that all Youth on a housing unit must get their phone calls in.

66. Virtual Mailroom is a required service listed under #5.1.6.3. What is the average number of inmate mail pieces received daily? Of these, what percentage are legal mail?

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For the Sheriff's Office, an average of 150 pieces of mail per week are received, and 15 of those pieces are legal mail.

For the Probation Department Youth Center, not a lot of mail is processed for Youth (not even 1 a day). An estimate of 1-3 letters a week are received for the Youth on average. Legal mail makes up less than 5% of that mail, as most of their legal business is conducted via phone or in person. For the Probation Department Juvenile Hall, anywhere between 5-10 pieces of mail are received per day. Less than 5% of the mail received is legal mail.

67. Historical calling data was furnished in the RFP #2.2.1. Will this historical data be used in the evaluation and assignment of points for calling rates? If not, please clarify and provide the estimated/projected call volumes that will be used in the evaluation and assignment of points for calling rates.

Section 2.2.1 contained historical data on call volumes for the Sheriff's Office, and was provided to assist bidders in preparing their proposals and offer. Responses to Question #9 and Question #10 provide data for March 2023, April 2023, and May 2023. Both of historical data provided in the RFP and historical data provided in this document were provided to assist in developing bidders' proposals and offers. Please refer to Section 10 of the RFP for the Selection Criteria for the evaluation details. The calculation of points related to the offer uses a standard, objective mathematical formula that factors in equal weights for commissions and rates/usage fees, and factors in each bidder's aggregate offer and the highest aggregate offer. The Sheriff's Office and the Probation Department will evaluate bidders' offers and select the best overall value and compliance with regulatory agencies (FCC, CPUC).

68. Of the points that will be awarded for "Offer" for each service, how many points will be allocated to rates, and how many will be allocated to commissions?

The calculation of points related to the offered commission versus rate/usage fees uses a standard, objective mathematical formula that factors in equal weights for commissions and rates/usage fees, and factors in each bidder's aggregate offer and the highest aggregate offer.

69. Please provide the quantities of standard wall-mounted inmate telephones currently installed. Specify the quantities of telephones required in this contract, if different than quantities currently installed.

Please refer to response in Question #26 for current telephones. The Bidders shall determine the optimal quantity of telephones to maximize benefits to the Incarcerated Individuals, Youth, and the respective agencies. The Bidders shall include in their proposals, the quantity of telephones proposed, the supporting documentation, technology, and justification and rationale for the proposed quantities of telephones.

70. Section 5.1.6.1 on p. 19 of the RFP states, "Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks." We understand that deposit kiosks are provided as a required component of the commissary contract. Therefore, will the County accept proposals that offer to integrate with the existing kiosks rather than provide additional kiosks? If deposit kiosks are required, will deposit services be exclusive to this contract or shared with the commissary contract?

The Sheriff's Office will accept proposals that offer to integrate with existing kiosks. The Bidder proposing this may strategically partner with the existing kiosk service provider or another kiosk service provider if not partnering with existing kiosk service provider.

71. Some vendors provide alternate payment options, such as the ability to purchase a one-time phone call using a credit or debit card, without the necessity of setting up a prepaid account, and typically pay little to

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no commission on these calls. Will the County please confirm that vendors are required to pay the same commission amount for all calls, including premium, prepaid, debit and collect?

It is up to the vendors to determine what and how they pay commission amounts in their offers as they see fit and appropriate for applicable calls, including premium, prepaid, debit, and collect as long as they are in regulatory compliance.

72. After the first round of questions is answered, will the County accept additional questions if clarification is needed for any of the County's responses?

Please see response to Question #41.

73. Within the evaluation criteria listed in Requirement 10.2 Selection Criteria, 30 percentage points are allocated for "Offer" within each category Telephone & Associated Services and Tablet Program and Tablets.
    - What is the distribution of points related to the offered commission versus rates/usage fees and how are these points calculated?

Please see response to Question #68.

74. With respect to the scoring criteria for Video Visitation System, will the "Offer" be part of the scoring criteria as it is for Telephone & Associated Services and Tablet Program and Tablets? If so, What is the distribution of points related to the offered commission versus Video Visitation costs to users and how are these points calculated?

Yes, the evaluation sub-category "Offer" is part of the scoring criteria as it is for Telephone & Associated Services and Tablet Program and Tablets. Please refer to responses to Item #6 and Question #68.

75. Can the County please provide the number of points available for each of the specific criteria listed in the table in Requirement 10.2 Selection Criteria? For example, there are a maximum of 30 points possible for "Telephone and Associated Services."
    - Please provide the breakdown of the 30 points possible for the (1) System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities; (2) Project Management, Methodology and Support, Training, and Ongoing Services; and (3) Offer, and similarly for Tablet Program & Tablets and Video Visitation System.

The main categories Telephone and Associated Services, Tablet Program and Tablets, and Video Visitation System each carry 30 points. For each main category, the points are distributed equally at 10 points for each sub-category 1, 2, and 3 listed. For Telephone and Associated Services, the sub-categories (1) System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities; (2) Project Management, Methodology and Support, Training, and Ongoing Services; and (3) Offer each carry 10 points. Similar distributions apply to the three sub-categories for the Tablet Program & Tablets and the Video Visitation System.

76. Page 45, Requirement 10.2 Selection Criteria states "NOTE: Per the Board approved ClimateFriendly Purchasing Policy, the Contracts/Purchasing office will include in the selection criteria "Climate-Friendly Business Practices which facilitate County's compliance with Climate-Friendly Purchasing Policy" and points will be awarded for 'Green Certified Businesses' as well as for climate-friendly business practices outlined in proposal which correlate with County's policy."
    - Can the County provide the points that will be awarded for Green Certified Businesses, and will there be a checklist provided or are bidders to simply list their own Green policies within Section 5 of our response?

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Please refer to the "COUNTY OF MONTEREY CLIMATE-FRIENDLY PURCHASING POLICY" which is available on the County website, (https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies), paying attention to Sections II and IV, and the related link contained in Section II (www.ca-ilg.org/climatepractices) for applicable checklist. Bidders with current green certifications that demonstrate their technical knowledge and commitment to climate-friendly sustainability shall submit their green certifications with the proposal and may also include their own Green policies. The County will accept any of the Green Business certifications listed in the policy, as well as legitimate Green Business certifications, including legitimate certifications for climate-friendly business practices. The County will award two (2) points after final tabulation of evaluation scores to Green Certified Businesses with appropriate certification.

77. Can the County confirm how results of the RFP will be provided once evaluations are complete and the intent to award and/or award has been made?

    A short list will be determined based on evaluation of written proposals and bidder qualifications, and all bidders will be notified. After a bidder is selected from the short list subsequent to the short list vendor presentations, the successful bidder will be notified of award, as well as the other bidders.

78. Can vendors provide multiple rate/commission offers if our offers are clearly identified?

    Bidders/Vendors shall each submit one rate/commission offer in conjunction with their proposed design and overall proposal.

79. Section 18.0 RIGHTS TO PERTINENT MATERIALS - Section 18.0 conflicts with Section 8.4, Confidential or Proprietary Content. First, each section provides slightly different language to use when marking confidential/proprietary information. Second, Section 18.0 states that "The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential." Section 8.4, however, states that the County will make best efforts to provide Contractor with notice of a CPRA request, but that to prevent disclosure, Contractor must obtain a protective order from the court or injunctive relief.
    - Requesting the County to clarify which Section applies to the RFP.

    There is no conflict between Section 18.0 Rights To Pertinent Material and Section 8.4 Confidential and Proprietary Content, and both sections apply to the RFP.

    Section 18.0 states that "Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION." Section 8.4 states that "If Contractor claims that specific information falls within one or more CPRA Exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information." The terms "CONFIDENTIAL INFORMATION, "PROPRIETARY INFORMATION," AND "CONFIDENTIAL AND PROPRIEATRY" are synonymous and shall be used interchangeably for purposes of the RFP.

    Section 18.0 provides more detail regarding the California Public Records Act (CPRA) than Section 8.4, which mentions CPRA and "other public transparency laws." Please refer to the CPRA for details. There are many sources to obtain the CPRA, and one source from the State of California, California Public Records Act | FTB.ca.gov, can be referenced.

80. Regarding Section 19.0 Piggyback Clause, this appears to be a yes or no question that Contractors need to respond to. What Section would our response to this question need to be provided in our proposal as listed in the outline in Requirement 8.2?

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Under Section 8.2 Content and Layout, include in Section 7 - Exceptions in the Proposal or Qualifications Package Layout

81. Regarding Requirements 8.2.2.6 to 8.2.2.6.3, can the County confirm that they are asking for a list of our previous customers as well? If so, will two years' worth of information satisfy the requirement?

Yes, a list of previous customers (if applicable) are requested. List of current and/or previous Sheriffs County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's services (Telephone System, Associated Services and Other Services; Tablet Program and Tablets; and Video Visitation System) – as indicated in Section 8.2.2.6.

82. Can the County provide floor plans/maps for our wireless response?

Due to security constraints, floor plans/maps cannot be provided.

83. Regarding Requirement 5.2.1.17.1.1, can the County explain what the Commander tablets will be used for?

The uses for Commander tablets include but are not limited to administrative, management, monitoring, security, safety, and control purposes, in compliance with jail procedures and Title 15.

84. Regarding Requirement 5.2.1.13, can the County explain what they are looking for in having tablet-to-tablet connection by the Sheriff's Office and Probation Department?

Please refer to response to Question #37.

85. During the Monterey County site visit, it was brought up that Attorney's shall be allowed to visit for free. Can the County confirm this is for public attorneys only?

Public attorneys and attorneys of record, including private attorneys, shall be allowed to visit for free.

86. Can the County please clarify the proposal layout instructions stated in 8.0 Proposal/Qualifications Package Requirements. The items listed in 8.2 do not have a corresponding section in the Chart that follows. Can the County clarify where in the proposal sections the items listed in 8.2 should be provided? For example, 8.2.1 Executive Summary is not listed in the Sections.

Amend RFP to revise the "Proposal or Qualifications Package Layout" in Section 8.0 to "Submission Package Layout" as follows:

Submission Package Layout	
Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	DECLARATIONS (IF ANY)
	TABLE OF CONTENTS
Section 2	EXECUTIVE SUMMARY

	PRE-QUALIFICATIONS/LICENSING
	QUALIFICATIONS (AS LISTED IN SECTION 8.2.2 OF THE RFP)
	FOR SECTION 8.2.2.5 OF THE RFP, NOTICE OF PREVIOUS VIOLATIONS: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.
Section 3	TECHNICAL PROPOSAL (AS LISTED AND DESCRIBED IN SECTION 8.2.3 OF THE RFP)
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	OFFER (ATTACHMENT A) AS LISTED AND DESCRIBED IN SECTION 8.2.4 OF THE RFP, & WARRANTY: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.
Section 7	EXCEPTIONS AND OTHER RESPONSES TO CLAUSES
Section 8	APPENDIX

87. Can the County please clarify Requirement 8.3 Additional Requirements that states, “To be considered “responsive” submitted proposal packages shall adhere to one of the two following options:”. There appears to be only one option for hardcopy and one electronic version to be submitted directly to the Contracts/Purchasing Office. Is this the only option for submittal or is there an upload possible in lieu of hard copies? If so, can you provide the upload instructions?

    The only option is what are described in Requirement 8.3 Additional Requirements of the RFP. The uploading mechanism for this and consequently the option to upload, no longer exists.

88. Can the County please clarify Requirement 8.3.5.1 that states, “PLEASE NOTE: To use this option, CONTRACTORs are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.” Is there a website that we are required to be registered with and are uploaded proposals required?

    Please refer to response to Question #87.

89. As protest procedures are not stated in the RFP, will the County please confirm that the protest procedures found on the County Administrative Office Contracts/Purchasing page title, County Administrative Protest Policy, is the process the County will follow for this RFP should a protest be filed by a vendor.

    Protest procedures found on the County Administrative Office Contracts/Purchasing page title, County Administrative Protest Policy, is the process the County will follow for this RFP should a protest be filed by a vendor.

90. We respectfully request that Monterey County consider granting all vendors a two (2) week extension on the submittal deadline for this RFP due to the July 4th holiday and to ensure we receive responses to written

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questions in time to accurately respond. This would ensure Monterey County receives the most comprehensive responses that bring the most benefit to the County, your incarcerated, and family/friends.

Please refer to Amendment 1, released June 30, 2023.

91. The instructions on p. 41 for proposal Section 6 say "CONTRACTOR shall submit pricing in a separate sheet." By this, does the County mean that we should submit pricing in a separate volume (not in Section 6), sealed separately from the rest of the proposal? Or do you just want us to submit pricing in Section 6 using the Attachment A Pricing Schedule?

Please refer to response to Question #86. Offer (Attachment A) in Section 6 of the Submission Layout Package will be submitted as a separate sheet.

92. Paragraph 8.3.5.1 on p. 43 says "To use this option, CONTRACTORs are required to set up a free account prior to uploading proposals." Is there an option to submit proposals electronically instead of shipping hard copies?

Please refer to response to Question #87.

93. Paragraph 5.2.1.5 states, "Contractor will work with Programs allowing our local education providers to … set up virtual classrooms with specific content with no added costs." What is meant by "virtual classrooms"? Are these live lectures?

Virtual classrooms can include a video conferencing tool (i.e., Zoom Microsoft Teams, etc.) where instructors and participants engage with each other and with the learning material.

94. Paragraph 5.2.1.13 states, "Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff's Office and Probation Department). What is the purpose of this functionality?

Please refer to response to Question #37.

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March

Column Labels

Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of DEVICE TYPE	2	2	4
Sum of CHARGE	0.28	0.14	0.42
Debit			
Count of DEVICE TYPE	16045	17136	33181
Sum of CHARGE	11829.51	14930.99	26760.5
Direct Billing			
Count of DEVICE TYPE	201	12	213
Sum of CHARGE	79.52	6.02	85.54
Free Call			
Count of DEVICE TYPE	2832	519	3351
Sum of CHARGE	0	0	0
Free Promotional			
Count of DEVICE TYPE	2439	1280	3719
Sum of CHARGE	0	0	0
Free Visitation			
Count of DEVICE TYPE	2754		2754
Sum of CHARGE	0		0
Prepay (Public)			
Count of DEVICE TYPE	8023	8964	16987
Sum of CHARGE	5608.21	8069.24	13677.45
Prepay APOC			
Count of DEVICE TYPE	832	487	1319
Sum of CHARGE	755.37	498.89	1254.26
Total Count of DEVICE TYPE	33128	28400	61528

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April

	Column Labels		
Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of CALL TYPE	1		1
Sum of CHARGE	0.7		0.7
Debit			
Count of CALL TYPE	17954	19819	37773
Sum of CHARGE	11724.49	15891.17	27615.66
Direct Billing			
Count of CALL TYPE	168	32	200
Sum of CHARGE	72.24	10.5	82.74
Free Call			
Count of CALL TYPE	2804	446	3250
Sum of CHARGE	0	0	0
Free Promotional			
Count of CALL TYPE	2272	1284	3556
Sum of CHARGE	0	0	0
Free Visitation			
Count of CALL TYPE	3408		3408
Sum of CHARGE	0		0
Prepay (Public)			
Count of CALL TYPE	8301	8489	16790
Sum of CHARGE	5507.69	7279.54	12787.23
Prepay APOC			
Count of CALL TYPE	870	388	1258
Sum of CHARGE	747.04	397.18	1144.22
Total Count of CALL TYPE	35778	30458	66236
Total Sum of CHARGE	18052.16	23578.39	41630.55

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May

	Column Labels		
Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of CALL TYPE	2		2
Sum of CHARGE	0.21		0.21
Debit			
Count of CALL TYPE	20893	22796	43689
Sum of CHARGE	13910.77	18126.5	32037.27
Direct Billing			
Count of CALL TYPE	220	51	271
Sum of CHARGE	91.91	15.96	107.87
Free Call			
Count of CALL TYPE	2606	478	3084
Sum of CHARGE	0	0	0
Free Promotional			
Count of CALL TYPE	2924	1439	4363
Sum of CHARGE	0	0	0
Free Visitation			
Count of CALL TYPE	2730		2730
Sum of CHARGE	0		0
Prepay (Public)			
Count of CALL TYPE	8447	7756	16203
Sum of CHARGE	5852.21	6574.14	12426.35
Prepay APOC			
Count of CALL TYPE	903	407	1310
Sum of CHARGE	801.64	403.2	1204.84
Total Count of CALL TYPE	38725	32927	71652

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Monthly Tablet Commission Report

(03/01/2023 - 03/31/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-03	Tablet Session	Free	49,034	157,848	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Phone Dialer	36,737	471,238	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Promotional	47,940	615,244	$0.03 per minute	$18,457.32	50.00% of Revenue	$9,228.66
2023-03	Tablet Session	Religion	2,351	28,340	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Standard	19,281	397,062	$0.05 per minute	$19,853.10	50.00% of Revenue	$9,926.55
2023-03	Tablet Video Visit	VVS Free	4,070	31,724	$0.00 per minute	$0.00	25.00% of Revenue	$0.00
2023-03	Tablet Video Visit	VVS Paid	8,523	75,808	$0.15 per minute	$11,371.20	25.00% of Revenue	$2,842.80
		Total	**167,936**	**1,777,264**		**$49,681.62**		**$21,998.01**

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Monthly Tablet Commission Report

(03/01/2023 - 03/31/2023)

Monterey County Juvenile (9573)
1420 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-03	Tablet Session	Free	250	1,597	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-03	Tablet Session	Standard	1	1	$0.05 per minute	$0.05	50.00% of Revenue	$0.03
		Total	**251**	**1,598**		**$0.05**		**$0.03**

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Monthly Tablet Commission Report

(04/01/2023 - 04/30/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-04	Tablet Session	Free	48,873	150,752	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Phone Dialer	39,358	491,471	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Promotional	47,855	435,400	$0.03 per minute	$13,062.00	50.00% of Revenue	$6,531.00
2023-04	Tablet Session	Religion	2,092	25,517	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Standard	25,197	534,759	$0.05 per minute	$26,737.95	50.00% of Revenue	$13,368.98
2023-04	Tablet Video Visit	VVS Free	4,510	34,843	$0.00 per minute	$0.00	25.00% of Revenue	$0.00
2023-04	Tablet Video Visit	VVS Paid	9,480	85,082	$0.15 per minute	$12,762.30	25.00% of Revenue	$3,190.58
		Total	**177,365**	**1,757,824**		**$52,562.25**		**$23,090.55**

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Monthly Tablet Commission Report

(04/01/2023 - 04/30/2023)

Monterey County Juvenile (9573)
1420 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-04	Tablet Session	Free	433	4,664	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-04	Tablet Session	Standard	5	6	$0.05 per minute	$0.30	50.00% of Revenue	$0.15
		Total	**438**	**4,670**		**$0.30**		**$0.15**

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Monthly Tablet Commission Report

(05/01/2023 - 05/31/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-05	Tablet Session	Free	46,638	150,132	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Free Inmate Carmona	1		$0.00 per minute		50.00% of Revenue	
2023-05	Tablet Session	Phone Dialer	40,479	515,382	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Promotional	52,033	606,841	$0.03 per minute	$18,205.23	50.00% of Revenue	$9,102.62
2023-05	Tablet Session	Purple.VRS	14	64	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Religion	1,813	21,954	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Standard	20,505	402,097	$0.05 per minute	$20,104.85	50.00% of Revenue	$10,052.43
2023-05	Tablet Video Visit	VVS Free	5,675	41,864	$0.00 per minute	$0.00	25.00% of Revenue	$0.00
2023-05	Tablet Video Visit	VVS Paid	10,336	90,584	$0.15 per minute	$13,587.60	25.00% of Revenue	$3,396.90
		Total	**177,494**	**1,828,918**		**$51,897.68**		**$22,551.94**

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Monthly Tablet Commission Report

(05/01/2023 - 05/31/2023)

Monterey County Juvenile (9573)
1420 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-05	Tablet Session	Free	350	5,842	$0.00 per minute	$0.00	50.00% of Revenue	$0.00
2023-05	Tablet Session	Standard	3	6	$0.05 per minute	$0.30	50.00% of Revenue	$0.15
		Total	**353**	**5,848**		**$0.30**		**$0.15**

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COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990

REQUEST FOR PROPOSALS
RFP# 10881

For
Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

Proposals are due by 3:00 pm (PST) on July 17, 2023

Mandatory Pre-Bidders Meeting will commence promptly at 9:00 am, on Friday June 16, 2023 at the Monterey County Jail, 1410 Natividad Rd. Salinas CA 93906, inside the Jail Briefing Room

Draft Approved by Counsel Printed Name Ann Brerenton_05/23/2023__

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SOLICITATION DETAILS SECTION

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1.0 INTENT

1.1 It is the intent of this Request for Proposal (RFP) is to solicit proposals from qualified CONTRACTOR(s) to provide turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles for the Monterey County Sheriff's Office and County of Monterey Probation Department.

1.2 This solicitation is **NOT** intended to create an exclusive service AGREEMENT.

2.0 BACKGROUND

Request for Proposal 10881 will establish turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles. The County seeks CONTRACTORs who will abide by all local, state, and federal regulations and who are also capable of providing all necessary materials and supervision, in the course of providing services as outlined herein.

2.1. Overview

The Monterey County Sheriff's Office ("Sheriff's Office") and Monterey County Probation Department ("Probation Department") are jointly soliciting proposals from qualified organizations ("Contractor" and/or "Proposer") to provide turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles. To maximize exposure to and knowledge of new technologies, Tablet and Video Visitation service providers may submit their proposals, but will be required to partner with a Proposer, if selected. Proposers may partner with a Tablet or Video Visitation service provider but will be responsible for and be the point of contact for implementation, billing, customer service, maintenance, and applicable Service Level Agreements.

2.1.1. Sheriff's Office - The Sheriff's Office consists of the Main Jail and the Women's Jail and Rehabilitation Center located at 1410 Natividad Road, Salinas, California 93906. The Average Daily Population is 900, with the capacity of 1,401.

2.1.2. Probation Department – Probation Department consists of two detention facilities for juveniles, consisting of the Juvenile Hall located at 1420 Natividad Road, Salinas, California 93906; and the Youth Center located at 970 Circle Drive, Salinas, California 93905. The Average Daily Population is 151.

2.2. Telephone Services for Incarcerated Individuals and Youth

Incarcerated detainees are generally allowed to make phone calls without restriction. These phone calls are either Collect, Prepaid, or Debit calls. Telephone Services for Incarcerated Individuals and Youth and all associated telephones are currently provided by Viapath Technologies (formerly GTL). The potential Contractor will be required to

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provide the same amount of, or more telephones that meet the description provided in this Statement of Work. The potential Contractor will be required to plan, finance, and implement the integration and testing of all required equipment and software relative to the new Telephone System for Incarcerated Individuals and Youth and related services, without impacting the normal daily operation of the existing Telephone System for Incarcerated Individuals and Youth.

The potential Contractor will be responsible for any changeover costs associated with the new installation or conversion of telephone instruments, associated equipment and/or software, and telephone enclosures. The type of telephone instrument and enclosures shall be subject to approval by the Sheriff's Office and Probation Department Designees.

If a new contractor is selected, Viapath will continue to operate and maintain their current telephone system and equipment under the terms and conditions of the existing contract, pending the transition and acceptance of the new Telephone System for Incarcerated Individuals and Youth at each detention facility.

The Telephone System for Incarcerated Individuals and Youth is contained within a custodial environment; therefore, certain security requirements are enforced. Minimally, the selected Contractor's staff and subcontractors will be required to submit to a background review for clearance, will be required to be escorted into certain areas of the facilities, and will be required to submit lists of equipment and tools to be brought into the facilities. The potential Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

2.2.1 Sheriff's Office – The following table shows the calls and minutes for 12 Months (June 2021-May 2022) for the Sheriff's Office:

	Domestic		International		Voicemail	
Month	**Calls**	**Minutes**	**Calls**	**Minutes**	**Calls**	**Minutes**
Jun-21	32,886	265,665.30	121	881.97	38	51.33
Jul-21	33,975	281,827.43	226	1,715.90	84	101.97
Aug-21	35,142	294,837.25	208	1,502.03	99	154.82
Sep-21	31,873	265,862.00	287	1,814.73	37	34.67
Oct-21	35,309	311,896.00	267	1,960.00	31	21.00
Nov-21	37,453	353,652.83	384	3,112.72	25	20.05
Dec-21	41,645	399,868.13	604	4,728.15	30	21.52
Jan-22	37,602	355,084.17	581	4,398.11	57	140.82
Feb-22	38,528	360,909.01	591	4,537.02	19	35.77
Mar-22	44,345	393,670.09	654	5,527.23	31	21.68
Apr-22	47,780	425,302.26	676	5,707.22	50	55.02
May-22	19,738	176,283.32	202	1,635.70	31	29.08
TOTALS	**436,276**	**3,884,857.79**	**4,801**	**37,520.78**	**532**	**687.73**

2.2.2. Probation Department - The following table shows the current average annual calls and minutes for the Probation Department:

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Domestic		International	
Calls	**Minutes**	**Calls**	**Minutes**
120,000	1,236,000	48	396

2.3. Tablet Program and Video Visitation

Tablets are currently provided by Viapath for the Sheriff's Office and Probation Department to support officer's administrative efforts (Commander Tablets), Incarcerated Individuals, and Youth programs, Video Visitation, entertainment, other applications, communications services.

The Sheriff's Office and the Probation Department require a turnkey hardware and software solution to support a hosted, IP-based Incarcerated Individuals/Youth Video Visitation System for the Sheriff's Office and Probation Department. Incarcerated Individuals/Youth Video Visitation shall be used for both attorney, confidential and public visits.

2.3.1. Sheriff's Office - Tablet Program and Video Visitation – The tablets are currently provided by Viapath, and are currently used for programs, administration, communication services, video visitation, and entertainment. The Sheriff's Office prefers a 1:1 Tablet to Inmate ratio. For the Video Visitation application, the Sheriff's Office has the following:

2.3.1.1 Lobby Public Access Video Visitation Room: The Sheriff's Office averaged over 2,000 face-to-face family visits a month before Covid, which does not include Attorney, Bail, and Clergy visits. The Sheriff's Office currently has a Lobby Video Visitation Room for the public that has 18 units (2 units are ADA-compliant), and 4 units in the attorney rooms, a total of 22 units.

2.3.1.2 Main Jail (Old Jail):

Main Jail (Old Jail)

	Number of Rooms, Pods, or Dorms	Number of Video Visitation Stations Required	Number of Video Visitation Stations with Tablet Permanently Installed and Hard-Wired
Attorney Rooms			
* Men's	8	0	8
* Women's	2	0	2
Men's Housing			
* Pods (A-J, K4, K5, K16, K17)	14	42	14

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* Dorms (A, B, C, D, E)	5	35	5
* Infirmary	1	0	1
* Holding	1	0	1
Women's Housing			
* Pods (Q, R, S, T, U, V)	6	18	6
* Holding	1	0	1

2.3.1.3 New Jail

New Jail

	Number of Rooms or Blocks	Number of Video Visitation Stations Required	Number of Video Visitation Stations with Tablet Permanently Installed and Hard-Wired
Men's Housing Blocks	8	24	8
Attorney Rooms (2 per Housing Block)	16	0	16

2.3.1.4 The following table shows the tablet usage for both tablet sessions and video sessions for the Sheriff's Office:

Sheriff's Office (12-months)		
Product	**Event Count**	**Minutes**
Tablet Session Total	1,911,849	17,164,441
Tablet Video Total	332,420	2,865,347

2.3.2 Probation Department Tablet Program and Video Visitation - The Tablet Program for the Probation Department has not been fully deployed, and currently does not have a Video Visitation System. The Probation Department requires a fully deployed Tablet Program that includes Video Visitation. The following table shows 7 months' tablet usage for tablet sessions only (non-Video) for the Probation Department:

Probation Department (7-months)		
Product	**Event Count**	**Minutes**
Tablet Session Total	2,879	33,058

2.4. Audit

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The Sheriff's Office and Probation Department's duly authorized representatives shall have access, at reasonable times, to all reports Contract records, documents, files and personnel necessary to audit and verify Contractor's charges to the Sheriff's Office and Probation Department hereunder. Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for Contractor's services hereunder Sheriff's Office and Probation Department reserves the right to audit and verify Contractor's records before final payment is made. The Sheriff's Office and Probation Department's representatives shall have the right to reproduce any of the aforesaid documents. Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Sheriff's Office's Project Manager and Probation Department's Project Manager.

2.5. Current Agencies Using Proposer's Services

Proposer shall list a minimum of three (3) current agencies (more is preferred) in California each, including the ADP and contact information, that are currently using the Proposer's:

2.5.1. Telephone System and Associated Services

2.5.2. Tablet Program and Video Visitation Application - Minimum three (3) clients, more is preferred.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	June 1, 2023
3.2	**Mandatory** Pre-Bidders Conference	09:00 a.m., PST, June 16, 2023
3.3	Deadline for Written Questions	3:00 p.m., PST, June 23, 2023
3.4	Proposal Submittal Deadline	3:00 p.m., PST, ,July 17, 2023
3.5	Estimated Notification of Selection	August 2023
3.6	Estimated AGREEMENT Date	September 2023

Mandatory Pre-Bidders Meeting will commence promptly at 9:00 am, on Friday June 16, 2023 at the Monterey County Jail, 1410 Natividad Rd. Salinas CA 93906, inside the Jail Briefing Room.

This schedule is subject to change as necessary.

3.7 **FUTURE ADDENDA:** CONTRACTORs, who received notification of this solicitation by means other than through a County of Monterey mailing shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of

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any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS EACH CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County

Jaime Ayala, MA III
Contracts & Purchasing Department
1488 Schilling Place
Salinas, CA 93901
PHONE: (831) 783-7047
FAX: (831) 755-4969
Email: AyalaJ@co.monterey.ca.us

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched, and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of CONTRACTOR.**

5.0 SCOPE OF WORK

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract price. However, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

SCOPE OF WORK includes, but is not limited to, the following:

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5.1. Telephone System for Incarcerated Individuals and Youth

5.1.1. General Requirements

5.1.1.1. Contractor shall be responsible for the billing and collection of all completed Incarcerated Individuals/Youth Collect, Prepaid, and Debit calls in accordance with current FCC and CPUC approved tariff rates.

5.1.1.2. Contractor shall provide capability for Collect, Prepaid, and Debit calls.

5.1.1.3. Contractor shall generate and process Personal Identification Numbers (PINs) within the next best real-time (less than 2 minutes) to update system for Incarcerated Individuals/Youth to begin making calls. Contractor shall describe its PIN generation and processing and include length of time to generate or obtain a PIN.

5.1.1.4. Contractor shall have the capability to allow an Authorized Call list or Personal Allowed Number (PAN) list that the Sheriff's Office and Probation Department, at its discretion, will have the flexibility of adding or deleting numbers with no minimums or maximums.

5.1.1.5. The Sheriff's Office and Probation Department will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls. Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).

5.1.1.6. Contractor shall provide two complete (2) System Administrative Console or Workstations onsite for the Sheriff's Office and two (2) complete System Administrative Consoles or Workstations onsite for the Probation Department at no charge. Each Workstation shall include a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.

5.1.1.7. The Workstations shall include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers. Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of Incarcerated Individuals/Youth calls. Contractor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the Incarcerated Individual and Youth Telephone System.

5.1.1.8. At the request of the Sheriff's Office and/or Probation Department, Contractor shall replace any or all Workstation-related components to be received no more than ten (10) calendar days, should equipment be determined by the Sheriff's Office and/or Probation Department as outdated and/or inefficient.

5.1.1.9. Contractor shall be responsible for paying for and installing any additional physical plant requirements for the Incarcerated Individual

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and Youth Telephone System (power, security, data, cabling, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the Sheriff's Office and Probation Department.

5.1.1.10. Contractor shall be responsible for obtaining, developing, and implementing the interface requirements (i.e., with Jail Management System, Commissary) required to implement the telephone system and associated services (i.e., PINs, Debit, Interactive Voice Response, etc.). Contractor shall bear all costs of required interface(s). Contractor shall be responsible for any and all costs incurred in conjunction with the implementation of the Telephone System, Services, and Features.

5.1.1.11. Provide a detailed Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the Request for Proposal preceding and/or following a natural or human-induced disaster.

5.1.1.12. At no cost to Sheriff's Office and Probation Department, Contractor shall move or remove telephones, as well as install additional telephones and monitoring and recording equipment as needed.

5.1.2. <u>System Requirements</u>

5.1.2.1. Contractor's system must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC-based networks, mainframes, or other platforms, providing secure anytime, anywhere access. Contractor shall be responsible for any interface costs or upgrades with the Commissary and Jail Management Systems, and any other costs incurred in conjunction with implementing the system and its features.

5.1.2.2. Contractor's system shall permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for Incarcerated Individuals/Youth use for the purpose of placing phone calls through this system. The Telephone System shall provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, and Debit) and Call Type (local, intra-LATA, inter-LATA, Interstate, International). Contractor's automated operator telephone system shall also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.

5.1.2.3. Post-Dial delay shall not exceed 15 seconds, and billing shall start after voice recognition has been verified and the called party has accepted the call.

5.1.2.4. The system shall have the ability to provide, print, download and e-mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN/PAN, phone, number dialed, time/date, duration, call type, call status, etc., by Sheriff's Office and Probation Department staff.

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5.1.2.5. The system shall have the capability of reverse lookup of phone numbers called to provide call detail. Provide a detailed description of your reverse lookup capability.

5.1.2.6. The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.

5.1.2.7. The system shall provide full Key Word Search feature that maintains a high level of accuracy (no less than 75% accuracy) as well as adaptability for new updates. The feature shall also automatically transcribe flagged calls and transcribe all other calls including calls on demand using “key word” and “key phrase words” search. Describe in detail your key word and key phrase words search feature, its accuracy, and its capabilities including but not limited to sending phrases with context and exact time on the recording to designated recipients.

5.1.2.8. The system shall provide Interactive Voice Response (IVR) in English and Spanish at a minimum. IVR shall provide the caller with information including but not limited to:

- 5.1.2.8.1. Specific Incarcerated Individual/Youth information, including charges and booked dates
- 5.1.2.8.2. Facility Address
- 5.1.2.8.3. Depositing money in Incarcerated Individual’s/Youth’s account
- 5.1.2.8.4. Mail Restrictions
- 5.1.2.8.5. Property Releases
- 5.1.2.8.6. I-Care package Options
- 5.1.2.8.7. Phone System
- 5.1.2.8.8. Connect to Live Person

5.1.2.9. The system shall be a true web-based system. The system shall support and interface with web services, integrating Web-based applications using open standards.

5.1.2.10. The system's current commonly used browser shall be in web format. It must be true web-based with nothing being installed on the local computer. Contractor shall be willing and able to make system changes to better support the needs of the Sheriff’s Office and Probation Department. The proposed system shall operate independently from the Sheriff’s Office’s and Probation Department’s Wide Area Network (WAN) and/or Local Area Network (LAN).

5.1.2.11. The system’s browser shall have no plug-ins.

5.1.2.12. The desired Telephone System phone calls must be capable of being monitored, recorded, and archived (for five years), with the exception of calls made to criminal defense attorneys, including the Monterey County Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Contractor into the Telephone System.

5.1.2.13. Conversely, calls shall be blocked to certain numbers on a system-wide basis and to others on a case-by-case basis, managed by the Sheriff’s Office and Probation Department. System-wide blocked calls

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include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by Contractor into the telephone system. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the Telephone System.

5.1.2.14. The system shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Incarcerated Individuals/Youths shall be required to hang up before dialing a new number. The Contractor shall provide a report of a list of offenders.

5.1.2.15. The system shall block three-way calling, conference calling, and call forwarding. The system shall not allow any inmate to initiate directly or indirectly the use of third-party service providers, friends, and family to communicate directly with other inmates inside or outside the facility in other incarceration facilities and institutions.

5.1.2.16. The system shall have the capability of permitting the called party to block all future calls from the Sheriff's Office and Probation Department. Calls cannot be blocked due to a lack of Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC) billing agreements with Contractor. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number. Unauthorized call attempts shall be flagged, archived (for five years), and alert reports shall be generated.

5.1.2.17. The system shall provide the ability to selectively monitor call activity in real-time and initiate appropriate action as necessary. The system shall be capable of retrieving and generating Incarcerated Individuals/Youth unauthorized call activity logs for specified periods.

5.1.2.18. The system shall record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call shall be stored for the life of the contract and for retrieval for a period of five (5) years. The system shall have the capability to transfer the recorded calls to removable media for archiving, or review. The call and video recordings shall be maintained by Contractor and easily accessible by the Sheriff's Office and Probation Department throughout the retention period.

5.1.2.19. The system shall be capable of generating a variety of management reports and call detail reports. The system shall be able to identify calls by time, location, specific telephone instrument, Incarcerated Individuals/Youth PIN, or number called. The system shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

5.1.2.20. Contractor shall be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the

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corrective action taken to the Sheriff's Office and Probation Department. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during the off-peak hours of 10:00 pm to 06:00 am.

5.1.2.21. Automated call instruction/announcements shall be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.

5.1.2.22. The system shall utilize positive call acceptance and active consent for all touch tone calls and shall allow passive acceptance for rotary dial calls.

5.1.2.23. The called party shall be informed of the cost of the call prior to accepting the call, on all types of Collect calls.

5.1.2.24. Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.

5.1.2.25. Pursuant to California Penal Code 851.5, an arrested person is entitled to three free local telephone calls at the time of booking. The arrestee, if he or she is a custodial parent with responsibility for a minor child, has the right to two additional telephone calls within the local dialing area, or at his or her own expense if outside the local area, for the purpose of arranging for the care of the minor child or children in the parent's absence. Telephones located in the intake area will be configured to allow Incarcerated Individuals to make local calls to landline and cell phones at no cost. Describe how the free calls will be handled, inclusive of custodial rights, and with PIN generation and Voice Biometrics.

5.1.2.26. Pursuant to California Welfare and Institutions Code Section 627(b), Youth are entitled to at least two (2) free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow Youth to make local calls to landline and cell phones at no cost. The Contractor will be required to provide these calls at no cost to the Probation Department and will inform Probation Department what constitutes a local call. The system must allow free calls to the California Relay Service (CRS) to assist hearing-impaired Youth and must also allow Probation Department to specify speed dials.

5.1.2.27. The system shall provide for automated turn on and shut off at designated times and system shut off capabilities from designated areas.

5.1.2.28. The system shall allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the Telephone System.

5.1.2.29. Contractor shall provide the maximum number of simultaneous authorized operator access to the system.

5.1.2.30. The system shall have the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments shall provide the capability to mute the Incarcerated Individuals/Youth's ability to speak to the call recipient until the call is

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accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.

5.1.3. Telephones

5.1.3.1. All telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be capable of mounting to cement wall, block wall, stainless steel shrouded columns or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.

5.1.3.2. Telephone instruments shall have touch-tone keypads.

5.1.3.3. Telephone instruments shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user.

5.1.3.4. Telephone devices will be configured with a braided steel receiver cord, the length of which may vary and will be determined by the Sheriff's Office and Probation Department prior to implementation.

5.1.3.5. All telephone instruments must be water resistant and fireproof and have key- locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.

5.1.3.6. Contractor's automated operator Telephone System shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Currently, there is a TDD Station in the Sheriff's Office Intake/Booking area.

5.1.3.7. Contractor shall provide Video Relay Service (VRS) for Deaf or Hard-of-Hearing Incarcerated Individuals and Youth at no cost to the Sheriff's Office and Probation Department. Current vendor currently provides VRS through a partnership with Purple Communications.

5.1.3.8. Amplified handsets shall be required in all areas.

5.1.3.9. Contractor shall provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the Sheriff's Office and Probation Department. Contractor shall complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department reserves the right to pre-approve mounting and installation.

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5.1.3.10. Telephone instruments must be line powered such that, the phone does not require separate electrical power at the device.

5.1.4. Call Monitoring/Recording System

5.1.4.1. The system shall have a call monitoring and recording system that records every call made by the system and stores retrievable recorded calls for a minimum of five (5) years or as required by current County statutes, or State and Federal regulations.

5.1.4.2. The system shall have the capability to disconnect a call that is being monitored, and a secure monitoring platform for remote call monitoring.

5.1.4.3. Calls to certain predetermined telephone numbers shall not be recorded. The system must be able to exempt specific telephone numbers from monitoring or recording. The system must be capable of identifying specified telephone numbers as "do not record."

5.1.4.4. The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.

5.1.4.5. The system shall have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.

5.1.4.6. The system should include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.

5.1.4.7. The system must provide for the monitoring of live Incarcerated Individuals/Youth calls without any detectable deterioration of call quality or call interruptions.

5.1.4.8. The system must have the ability to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. The system must be configured/networked such that all recorded calls may be accessed from any workstation. The system must be configured for both public and private secured networks.

5.1.5. Maintenance and Repairs

5.1.5.1. The equipment installed at the Sheriff's Office and Probation Department shall remain the sole and exclusive property of the Contractor. Sheriff's Office and Probation Department will not be responsible for any damage to equipment.

5.1.5.2. The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all Incarcerated Individuals/Youth telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.

5.1.5.3. The Contractor is responsible for all maintenance and repairs to Incarcerated Individuals/Youth telephones and the Telephone System. A single point of contact with the Contractor, via a toll-free telephone number, an e-mail address, and centralized URL must be established by the Contractor to support all technical and Customer Service

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support for electronic communication including but not limited to Trouble Ticket initiation, Team Notification, updates to and status of trouble ticket resolution and case management trouble ticket close-out, and for reporting all other telephone problems. The toll-free maintenance/repair telephone number, answered by a live operator, shall be available for reporting Incarcerated Individuals/Youth telephone problems twenty-four (24) hours per day, every day of the year.

5.1.5.4. Contractor shall provide one (1) full-time Site Administrator/Technician (SAT), who shall be onsite and dedicated to the Sheriff's Office and Probation Department Monday through Friday during Sheriff's Office and Probation Department business hours, and after business hours if working a trouble ticket or deficiency through completion and resolution. The SAT will be responsible for providing administrative and technical support, maintenance, and preventive maintenance on Incarcerated Individual and Youth Telephone System, Tablets, and Video Visitation System.

5.1.5.5. Contractor shall have Tier 2 Technical Support to provide real-time access and immediate support to the SAT, when needed.

5.1.5.6. Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the system. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

5.1.5.7. Contractor shall develop procedures and schedules to conduct monthly Preventive Maintenance on Incarcerated Individual and Youth Telephone System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Incarcerated Individual and Youth Telephone System and all of its components in good working order, including the performance of Preventive Maintenance.

5.1.5.8. Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or Contractor's equipment. When Contractor determines the service provider responsible for failure, then the Contractor shall contact the service provider responsible for failure and jointly resolve the failure at no cost to the Sheriff's Office and/or Probation Department. If the failure is determined to be the fault of Contractor's equipment, hardware, software or wiring, Contractor shall correct the problem at no cost to the Sheriff's Office and/or the Probation Department.

5.1.5.9. Contractor shall provide Customer Service support that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

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5.1.5.10. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Incarcerated Individuals/Youth Telephone System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

5.1.5.11. Contractor shall describe how it performs standard system testing to ensure that the Telephone System and its network services are fully implemented and ready to accept telephone traffic for Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Telephone System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

5.1.5.12. Contractor shall be responsible for all maintenance and repairs to the Telephone System.

5.1.5.13. Contractor shall provide 24/7/365 support for software and hardware problems and shall adhere to and comply with Exhibit I - Incarcerated Individuals/Youth Telephone System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Telephone System problems. This toll-free maintenance/repair telephone number shall be available for reporting Telephone System problems twenty-four (24) hours per day, every day of the year.

5.1.5.13.1. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Telephone System Service Level Agreement in Exhibit I.

5.1.6. <u>Other Associated Services and Service Offerings</u>

5.1.6.1. Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.

5.1.6.1.1. Contractor shall have managed inventory supply of receipt paper rolls, and inventory supply of primary components that include but not limited to bill acceptors, card readers, coin exchangers, and receipt printers.

5.1.6.1.2. Intake/Booking kiosks shall have single bill feeder to reduce accounting errors and corrections.

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5.1.6.1.3. Contractor shall have 24/7 Business Day and After-Hour technical support.

5.1.6.1.4. Contractor shall be responsible for interfacing and associated interface costs with the JMS and Commissary systems.

5.1.6.1.5. All kiosks shall have the capability to pull full reports to capture data that includes but not limited to deposits, management reports, and maintenance reports.

5.1.6.1.6. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Kiosk System Service Level Agreement in Exhibit III.

5.1.6.2. Contractor shall provide Investigative Tools at no cost to the Sheriff's Office and Probation Department.

5.1.6.2.1. Contractor shall provide description of Analytical Tools that provide linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.

5.1.6.2.2. Contractor shall provide and describe system's capabilities in detail for other investigative tools available for call trace, call history detail, call monitoring without Incarcerated Individuals/Youth or other party detection and recording and other call detail capabilities that can be used to aid investigations related to the detention facilities.

5.1.6.2.3. Contractor shall provide Voice Biometrics (Continuous or Non-Continuous) at no cost to the Sheriff's Office and Probation Department. Voice Biometrics (Continuous or Non-Continuous) shall have a minimal impact on call delay. Contractor shall include in response, the impact on quality of call and length of call.

5.1.6.3. Contractor shall provide Virtual Mailroom at no cost to the Sheriff's Office and Probation Department. The Virtual Mailroom shall safely process Incarcerated Individuals/Youth postal mail at an off-site processing center and convert Incarcerated Individuals/Youth postal mail into a high-definition electronic color copy, uploaded into a digital platform. The mail shall be filtered with the Sheriff's Office's and Probation Department's security settings and shall be automatically sent electronically to the Incarcerated Individual/Youth directly via a tablet or kiosk platform. The Virtual mail shall have a searchable database.

5.1.6.4. Contractor shall provide a description of other service offerings that include but not limited to Text Messaging.

5.1.7. Leave-Behind Solution

Contractor shall provide a leave-behind solution at the end of the contract term at no cost to the Sheriff's Office and Probation Department. All call detail records, call and visitation recordings, documentation, reports, data, etc. are the property of the Sheriff's Office and Probation Department and shall be provided to the

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Sheriff's Office and Probation Department by Contractor on a secure storage medium and in a usable, user-friendly, searchable electronic format at no cost to the Sheriff's Office and Probation Department within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. Contractor shall accept Sheriff's Office's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at Sheriff's Office's option, leave behind solution must be located in a Sheriff's Office-designated location(s).

5.1.8. Financial Offer

The potential Contractor shall pay the higher of the Revenue Share ($/Minute) or Minimum Annual Guarantee (MAG). The Revenue Share ($/Minute) will be in compliance with FCC and CPUC regulatory laws and stay within allowed limits (currently at $0.01-$0.02 per minute).

The potential Contractor shall provide the Sheriff's Office and Probation Department separately, a Minimum Annual Guarantee (MAG) amount that shall be paid to each in equal monthly installments, due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). State the Revenue Share ($/Minute) Offered and the MAG amount offered, specifying how the MAG amount was determined, how it is reconciled with commissions, and disbursement of adjustment payments, if any.

5.1.9. Interest

If any payments due are not received by the Sheriff's Office and Probation Department within the agreed-upon period, the Sheriff's Office and Probation Department are entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66-day year) calculated from the date payment is due.

5.1.10. Compliance

All rates, fees, and surcharges shall be in compliance with current Federal and State regulatory laws.

5.1.11. Integration of New Telephone System

The potential Contractor shall submit detailed plans for the provision of necessary telephone equipment and the integration of the new Incarcerated Individual and Youth Telephone System, while minimizing the impacts to current telephone system operations. Should potential Contractor elect to utilize existing Telephone Instruments, potential Contractor shall at its own risk, cost, and expense enter into an agreement with Viapath to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current Telephone System and services agreement. The new automated operator Incarcerated Individual and Youth Telephone System and Telephone

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Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the Sheriff's Office and Probation Department. System integration and acceptance test criteria is as follows: all telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office and Probation Department Project Managers. All telephone installation plans and schedules will be reviewed and approved by the Sheriff's Office and Probation Department's Project Managers, in order to minimize impacts to normal operations.

5.1.12. Project Approach

Contractor shall present an overview, which shall be a narrative description, of the Contractor's proposed plan for providing Incarcerated Individuals/Youth Telephone Services to the Sheriff's Office. The Contractor will provide in full detail, its understanding and response to the Scope of Work.

5.1.12.1. Project Control Document (PCD) - Upon effective date of Agreement, Contractor shall create and deliver to the Sheriff's Office, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:

5.1.1.1.1. Introduction and Executive Summary
5.1.1.1.2. Project Mission & Objectives
5.1.1.1.3. Project Scope
5.1.1.1.4. Implementation Plan and Schedule
5.1.1.1.5. Change Control Plan
5.1.1.1.6. Project Team
5.1.1.1.7. Risk Assessment & Management

5.1.12.2. Project Implementation Team

5.1.12.2.1. Contractor shall provide the name, years of service, qualifications, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the Incarcerated Individual and Youth Telephone System installation; and Contractor's Account Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the subsequent Contract(s).

5.1.12.2.2. Contractor shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members, including the organizational framework for the proposed Project Team and key staff name for each role identified in the chart.

5.1.13. Training/Ongoing Operations

5.1.13.1. Contractor shall provide training on the Incarcerated Individuals/Youth telephone workstation features and usage for all workstations at the Sheriff's Office and Probation Department

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facilities. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

5.1.13.2. Contractor shall offer annual training on Incarcerated Individuals/Youth Telephone Services and any associated service offering.

5.1.13.3. Contractor shall provide "refresher training" and training on Incarcerated Individuals/Youth Telephone Service upgrades or any component thereof.

5.1.13.4. Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings.

5.1.13.5. Contractor will actively engage in and participate in an annual review of the Contract.

5.1.14. Management Reporting

5.1.14.1. Project Status Reports during implementation of system and associated services - Contractor shall prepare and submit Project Status Reports separately to Sheriff's Office and Probation Department. Contractor shall submit such weekly reports which shall, at a minimum, state:

5.1.14.1.1. Period covered by the report

5.1.14.1.2. Project Control Document which includes but not limited to:

5.1.14.1.2.1. Project Implementation Checklist

5.1.14.1.2.2. Project progress and plans

5.1.14.1.2.3. Issues tracking, including deficiencies

5.1.14.1.2.4. Project schedule including work scheduled for completion, which was completed, and work scheduled for completion which was not completed

5.1.14.1.2.5. Updates to the Project Control Document

5.1.14.1.2.6. Project risks identified through the quality assurance process

5.1.14.2. Automated Monthly Management Reports – Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting

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on Incarcerated Individual and Youth Telephone System for the prior month. Such reports shall include, but not be limited to, the following:

5.1.14.2.1. Complete Call Detail Reports

5.1.14.2.2. Complete and Detailed Mapping of All Equipment: This report shall include but shall not be limited to information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled, and pertinent wiring information. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available to all Workstations.

5.1.14.2.3. Total Calls Completed and Billed Report - Report shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.

5.1.14.2.4. Total Calls Not Completed Report - Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, lntralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompletion of the calls and an aggregate total of each value.

5.1.14.2.5. Revenue Share Report - This report shall contain the annual or monthly historical contemporary MAG payment and/or Commissions information.

5.1.14.2.6. Summary of System Outages and/or Maintenance Performed Report - Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the Sheriff's Office and Probation Department.

5.1.14.2.7. Telephone Inspection and Maintenance Log - This report shall be submitted on a quarterly basis.

5.1.14.2.8. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the Sheriff's Office and Probation Department.

5.1.14.3. Year-End Summary Management Reports - Contractor shall submit Year-End Summary Management Reports to the Sheriff's Office and Probation Department pertaining to the operation of the Contractor's Incarcerated Individual and Youth Telephone System and separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. are due on the day

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of, or no later than 5:00 pm the next business day following the Contract Annual Review meeting and presentation.

5.1.14.3.1. Annual Operations Report shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

5.1.14.3.2. Annual Contract Review Report generated for the annual contract review meeting. Within thirty (30) calendar days following the end of each Agreement year, Contractor's Account Manager shall meet with the Sheriff's Office and Probation Department, and present the following:

5.1.14.3.3. Incarcerated Individuals/Youth call activity for the Agreement year

5.1.14.3.4. Compliance with the terms and conditions of the contract

5.1.14.3.5. Recap of any key areas of successes and/or concerns

5.1.14.3.6. Intended strategies for the upcoming contract year.

5.2. Tablet Program and Video Visitation for Incarcerate Individuals and Youth

5.2.1. Tablet Program

5.2.1.1. Contractor shall provide on tablets for incarcerated person education, rehabilitation, and reentry programs.

5.2.1.2. Contractor shall provide standard, basic content offer, and describe what is included.

5.2.1.3. Contractor shall provide a detailed description of the tablet device, the functions, the security features, charging/docking stations, and Wi-Fi system.

5.2.1.4. Contractor should be able to provide all incarcerated persons access to free education courses, court ordered and approved courses, self-help, GED prep modules, vocational, spiritual, religious texts, behavioral courses on their tablets, with incarcerated person reward options, for incentive based programing.

5.2.1.5. Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system.

5.2.1.6. Contractor will provide pre-loaded self-help courses on topics ranging from job interview preparation to substance abuse, and anger management.

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5.2.1.7. Contractor will allow Programs Unit to utilize tablet system as a platform for IP's to be able to take a placement test, to help programs unit identify strengths and weaknesses of IP, which will then guide IP to the appropriate lesson.

5.2.1.8. Contractor will provide additional incentives for IP to pursue the educational and vocational content. Example: If IP does well in a course, or has been a model IP, they win points, which can be used to tap into music, movies and games on the tablet system.

5.2.1.9. The device shall be capable of displaying the most common file formats.

5.2.1.10. Tablets shall have, at a minimum, the following security features:

5.2.1.10.1. The device may store limited data across user sessions.

5.2.1.10.2. The device shall be configured for unique user login for certain users.

5.2.1.10.3. The device shall return to a secure baseline configuration upon logout, restart, or reboot.

5.2.1.10.4. The device is capable of tiered-role privileges that distinguish between users and administrators and their authorized functions.

5.2.1.10.5. Access to boot partitions and the root file system are prohibited.

5.2.1.10.6. The device provides no access to macros, scripting or application programming interfaces.

5.2.1.11. Tablets shall have the capability to render Sheriff's Office and Probation Department-generated web content including but not limited to websites and streaming media.

5.2.1.12. Tablets shall be capable of rendering content on closed networks or secure zones, completely isolated from the internet.

5.2.1.13. Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff's Office and Probation Department).

5.2.1.14. Ear buds shall be initially provided by Contractor at no cost for all tablets and inventory spares. Contractor may charge for subsequent requests for replacement ear buds.

5.2.1.15. Contractor shall provide an inventory of tablets onsite at the Sheriff's Office and at the Probation Department to immediately replace broken tablets and shall have an expedient process of returning broken or defective tablets and replenishing inventory at agreed-upon unit quantity levels.

5.2.1.16. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Tablets and Video Visitation System Service Level Agreement in Exhibit II.

5.2.1.17. Quantity of Tablets Proposal Offer

5.2.1.17.1. Sheriff's Office

5.2.1.17.1.1. Refer to Section 2.3.1.1 of this RFP. The Sheriff's Office prefers, although not required, a 1:1 Inmate to Tablet Ratio and 13 Commander tablets. State the number of tablets offered in proposal and rationale for determining quantity offered.

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5.2.1.17.1.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

5.2.1.17.2. County Probation Department

5.2.1.17.2.1. Refer to Section 2.3.2 of this RFP. The Probation Department requires a minimum of 20 tablets (10 for each unit) and 2 Commander tablets. State number of tablets offered in proposal and rationale for determining quantity offered.

5.2.1.17.2.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

5.2.2. Video Visitation through Tablets

5.2.2.1. Video Visitation Requirements for both Sheriff's Office and Probation Department

5.2.2.1.1. The system shall allow the public to visit Incarcerated Individuals/Youth from their home, as well as from pre-determined visitation centers in designated Sheriff's Office and Probation Department facilities, while being monitored and recorded by Sheriff's Office and Probation Department staff. Attorneys and other approved individuals who require private access to Incarcerated Individuals/Youths will be able to do so through Remote Incarcerated Individuals/Youth Video Visitation without being monitored or recorded. There will be onsite Incarcerated Individuals/Youth Video Visitation terminals as well, for private video sessions with attorneys and other approved individuals. All recordings shall remain the property of the Sheriff's Office and Probation Department. All facets of this project will be mutually agreed upon by Contractor and the Sheriff's Office and Probation Department.

5.2.2.1.2. Both Sheriff's Office and Probation Department have TracNet for their Jail Management System and Aramark for their Commissary. The Contractor will be responsible for a seamless and fully operational interface development and associated costs with 3rd party vendors (Jail Management System or Commissary vendors) and/or Sheriff's Office and Probation Department systems. The Contractor will be required to plan and implement the Video Visitation System, including any integration and/or interfaces, and testing of all required equipment and software relative to the

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new Video Visitation System, without impacting the normal daily operation of other Sheriff's Office and Probation Department systems.

5.2.2.1.3. Contractor shall state all costs, if any, associated with the installation, associated equipment and/or software, furniture, and enclosures, and will include all cost components. The Video Visitation System instruments, software, hardware, and enclosures shall be subject to approval by the Sheriff's Office and Probation Department. The Contractor shall be responsible for any costs for cabling and wiring, network access, project implementation, interface development and installation, and for any other cost incurred in conjunction with implementation of the system and its associated services and features.

5.2.2.1.4. Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

5.2.2.1.5. Contractor shall provide a fully functioning, comprehensive and operational hosted, IP-based Video Visitation System using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities.

5.2.2.1.6. The Video Visitation System shall be capable of processing on-site and remote visits at all facilities, allowing visitors to video conference with Incarcerated Individuals/Youths whether visitor is located at a designated Facility property and/or at a remote location.

5.2.2.1.7. The Video Visitation System shall be a complete solution for the Sheriff's Office and Probation Department incorporating all major aspects of visitation (e.g., reporting, recording, scheduling, software and hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors.

5.2.2.1.8. The Video Visitation System shall allow for visitation recording.

5.2.2.1.9. The Video Visitation System shall be able to charge the visitor for remote and inter-facility video visits with the Sheriff's Office and Probation Department.

5.2.2.1.10. The Video Visitation System shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP/Ethernet. Systems that utilize analog audio/video matrix switching devices are not acceptable.

5.2.2.1.11. At no expense to the Sheriff's Office and Probation Department, staff shall be trained by Contractor in the

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use of the System to facilitate all on site and remote browser-based visitations and to administer the System.

5.2.2.1.12. Cabling and wiring, network access, interface, installation, and implementation of the Video Visitation System and associated services and features will be the responsibility and cost of the Contractor. Contractor shall be responsible for providing and implementing a separate network connection (cable, fiber, etc.). Contractor will be responsible for any additional network switches, wiring, and any and all bandwidth required for video visitations.

5.2.2.1.13. Cabling, wiring, and other infrastructure will become the property of the Sheriff's Office and Probation Department at the end of the contract term.

5.2.2.1.14. Remote visitors will be able to conduct remote visits without having to install or download any software.

5.2.2.1.15. Contractor shall provide technical support in both English and Spanish during visitation hours for facility and visitors at no cost to facility.

5.2.2.1.16. Software upgrades and system improvements will be provided and implemented at no additional cost to the Sheriff's Office and Probation Department.

5.2.2.1.17. The Video Visitation System shall be able to support several web-based applications including, but not limited to, video visitation, Incarcerated Individuals/Youth information, sick request, emergency visit, commissary ordering and Incarcerated Individuals/Youth electronic Email.

5.2.2.1.18. The Video Visitation System shall utilize high quality video, H.264 video standard, 64 Kbps- 2 Mbps video transmission speeds, and a wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (l76x 144pixels).

5.2.2.1.19. The Video Visitation System shall be designed for: up to 30 frames per second of high-quality video at 384+ Kbps, up to 15 frames per second of high-quality video at 64 - 320 Kbps, and constant or variable bit rate and frame rate.

5.2.2.1.20. The Video Visitation System shall provide encryptions for all visits.

5.2.2.1.21. In-Process Visits shall have a visible countdown timer and a recording notification legibly posted in both English and Spanish

5.2.2.1.22. All video visitation station components shall be field-replaceable by facility staff or by the Video Visitation System contractor. All video visitation station components shall be non--proprietary.

5.2.2.1.23. The terminal will be able to access the web-based application and be enabled for touch screen inputs.

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5.2.2.1.24. The Video Visitation System shall have the option for handset volume control.

5.2.2.1.25. All visitation recordings shall be processed and stored at the Sheriff's Office and Probation Department's option and direction: at a remote data center or stored locally within the facility on a separate server environment (will NOT use Sheriff's Office and Probation Department's internal server environment).

5.2.2.1.26. The Video Visitation System shall provide software updates free of charge to the Sheriff's Office and Probation Department.

5.2.2.1.27. The Video Visitation System shall be a user-friendly, highly graphical, keyboard and mouse-driven application or better.

5.2.2.1.28. The Video Visitation System shall be accessible via standard browser to facility users with network access and application privileges.

5.2.2.1.29. The Video Visitation System shall be a privilege-based system allowing the assignment of privileges to customizable user's groups and user assignment to specific user groups.

5.2.2.1.30. The Video Visitation System shall allow the facility to automatically notify a user(s) and/or user group(s) via Email when a visitation station is added, modified and/or taken offline.

5.2.2.1.31. The Video Visitation System will interface with the facility's jail management system (JMS) and provide Sheriff's Office-specific and Probation Department-specific information for tracking Incarcerated Individuals/Youth and visitor activities and patterns. The Video Visitation System shall track all Incarcerated Individuals/Youth housing unit assignments, movements and Incarcerated Individuals/Youth releases to validate scheduled visitation integrity.

5.2.2.1.32. The Video Visitation System shall automatically attempt to reschedule all visits associated with the Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has changed housing locations.

5.2.2.1.33. Video Visitation System shall automatically cancel all visits associated with an Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has been released.

5.2.2.1.34. Video Visitation System shall notify visitor(s) via Email and automated phone message if a visitation has been cancelled.

5.2.2.1.35. The Video Visitation System shall allow the Sheriff's Office and Probation Department to require and process pre-screening data to be specified by the facilities, prior to scheduling video visits, to streamline video visits.

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5.2.2.1.36. The Video Visitation System shall allow the facilities to manage and schedule internet video visitation, on-premises and off-premises video visitation and non-video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling polices.

5.2.2.1.37. The Video Visitation System shall allow the facility to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording and monitoring rules and scheduling and polices.

5.2.2.1.38. The Video Visitation System shall allow the facility to create specific personal and non-recorded professional (Attorney) visitation time slots for internet video visits, on-premises and face-to-face visits.

5.2.2.1.39. The Video Visitation System shall allow the facility to determine what types of visits (Internet, on- premises or both) are allowed for each housing unit.

5.2.2.1.40. The Video Visitation System shall allow the facility to establish and manage approved visitor lists for the entire facility, only selected housing units or only selected Incarcerated Individuals/Youths.

5.2.2.1.41. The Video Visitation System shall provide for an Exclusion List and allow the facility to schedule a "no visitations" event with customizable duration for an Incarcerated Individuals/Youth, station, station group, housing unit and/or visitation center.

5.2.2.1.42. The Video Visitation System shall provide authorized Sheriff's Office and Probation Department users the ability to do searches and create reports.

5.2.2.1.43. The Video Visitation System shall allow the facility to establish and automatically enforce different Incarcerated Individuals/Youth and visitor quotas for internet video visits, on-premises video visits and face-to-face visits.

5.2.2.1.44. The Video Visitation System shall allow the facility to denote a visitor as being a professional visitor.

5.2.2.1.45. The Video Visitation System shall automatically start each visit at the designated start time.

5.2.2.1.46. Video Visitation System shall allow for real-time visitation monitoring of all video visitations conducted onsite and offsite.

5.2.2.1.47. The Video Visitation System shall provide synchronized digital video and audio recording for all visitation sessions.

5.2.2.1.48. The Video Visitation System shall automatically attempt to reconnect stations if connectivity is lost.

5.2.2.1.49. The Video Visitation System will provide for a Visitation Rules system that allows for configurable

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rules to be established in order to encourage usage and minimize the number of people in the lobby.

5.2.2.1.50. The Video Visitation System will provide the Incarcerated Individuals/Youth with standard information retrieved from the facility's jail management system (i.e., court dates, trust account balances).

5.2.2.1.51. The Video Visitation System shall allow the facility to create remote video visitation billing charges.

5.2.2.1.52. Video Visitation System must have the ability to differentiate between professional visitors on the approved list and those who aren't on the approved list and non-professional visitors (i.e., allow public defenders and private attorneys on the approved list to have free remote visits, while charging non-professional visitors for remote visits, etc.).

5.2.2.1.53. Video Visitation System shall allow the facility to implement a non-refundable processing fee.

5.2.2.1.54. Video Visitation System shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.

5.2.2.1.55. Video Visitation System shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.

5.2.2.1.56. Video Visitation System shall allow authorized facility staff to override or refund visitation charges

5.2.2.1.57. The equipment, cabling, wiring, and conduit installed at the Sheriff's Office and Probation Department facilities shall remain the sole and exclusive property of the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department will not be responsible for any damage to the Video Visitation System equipment.

5.2.2.1.58. Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all Video Visitation System units, hardware, and related service equipment in good working order and in compliance with equipment manufacturer's specifications throughout the term of the contract.

5.2.2.1.59. Contractor shall provide Customer Service support for video visitation system that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

5.2.2.1.60. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and

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Probation Department's personnel for the functions of the Hosted Incarcerated Individuals/Youth Video Visitation System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

5.2.2.1.61. Contractor shall describe how it performs standard system testing to ensure that the Video Visitation System and its network services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Video Visitation System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

5.2.2.1.62. Contractor shall be responsible for all maintenance and repairs to the Video Visitation System.

5.2.2.1.63. Contractor shall provide 24/7/365 support for software and hardware problems and shall comply with response times detailed in Exhibit II - Incarcerated Individuals/Youth Tablets and Video Visitation System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Video Visitation System problems. This toll-free maintenance/repair telephone number shall be available for reporting Video Visitation System problems twenty-four (24) hours per day, every day of the year.

5.2.2.1.64. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Video Visitation System Service Level Agreement in Exhibit II.

5.2.2.1.65. Contractor shall provide and maintain an inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the Video Visitation System. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

5.2.2.1.66. The Contractor shall develop procedures and schedules to conduct monthly preventive maintenance on the Video Visitation System and all equipment, and instruments included therein, and preparation of

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Monthly Maintenance Reports indicating the nature and scope of the preventative maintenance performed. The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Video Visitation System and all of its components in good working order, including the performance of preventive maintenance.

5.2.2.1.67. Contractor shall provide onsite training and all end-user training on the Video Visitation System to designated Sheriff's Office and Probation Department's staff at no additional cost to the Sheriff's Office and Probation Department. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

5.2.2.1.68. Contractor shall provide training on system upgrades or any component thereof, if any.

5.2.2.1.69. Contractor shall provide user manuals to the Sheriff's Office and Probation Department.

5.2.2.1.70. Contractor must describe its standard system testing to ensure that the proposed Video Visitation System and associated services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description must include Contractor and industry standard methodologies, procedures, and protocols.

5.2.2.1.71. Contractor shall describe what is required of the Sheriff's Office's and Probation Department's personnel during the system testing. All hardware, software, licensing, etc. required to perform the testing must be provided by Contractor to the Sheriff's Office and Probation Department at no cost. System testing will simulate normal operating conditions and include full traffic load representing high traffic situations for visitation traffic.

5.2.2.1.72. Annual Review - Within thirty (30) calendar days following the end of the Agreement year, Contractor Project Manager or Senior Management personnel shall meet with the Sheriff's Office and Probation Department (at their discretion) and provide a comprehensive report of Video Visitation System activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This

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shall also include a Contract Review for the preceding year.

5.2.2.1.73. Integration of Video Visitation System - Contractor shall submit detailed plans for the provision of necessary telephone equipment and the new Video Visitation System, while minimizing the impacts to current operations. The new Video Visitation System shall become fully operational upon successful completion of all system testing and acceptance by the Sheriff's Office. System acceptance test criteria is as follows: all Video Visitation System units tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office's Project Manager. All Video Visitation System installation plans and schedules will be reviewed and approved by the Sheriff's Office's Project Manager in order to minimize impacts to normal operations.

5.2.2.2. Project Approach and Management - Contractor shall present an overview, which shall be a narrative description, of Contractor's plan for providing the Video Visitation System to the Sheriff's Office and Probation Department. Contractor shall provide in full detail, its understanding and response to the Scope of Work.

5.2.2.2.1. Implementation Plan and Schedule - Contractor shall provide a detailed Implementation Plan and Schedule. The installation shall include a user testing and acceptance provision for the Sheriff's Office and Probation Department. Time is of the essence in providing a fully functional Incarcerated Individual/Youth video visitation system, and Contractor is required to provide a fully functional system tested and accepted by the Sheriff's Office and Probation Department. At the Sheriff's Office's and Probation Department's discretion, any failure or deficiency within the Vendor's control to provide this service within the agreed-upon implementation schedule provided by the Contractor shall incur a penalty until fully functional. Implementation Plan and Schedule shall include the Summary of management/work plan for this Project and Project Schedule with Project Milestone Dates.

5.2.2.2.2. Project Control Document (PCD) - Upon effective date of Agreement, the Contractor shall create and deliver to the County and Probation Department, Project Control Documents (PCDs) consistent with the Scope of Work. The contents of each PCD shall include the following:

5.2.6.1.1.1. Introduction
5.2.6.1.1.2. Executive Summary
5.2.6.1.1.3. Project Mission and Objectives
5.2.6.1.1.4. Project Scope

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5.2.6.1.1.5. Work Breakdown Structure
5.2.6.1.1.6. Master Project Schedule
5.2.6.1.1.7. Change Control Plan
5.2.6.1.1.8. Project Team
5.2.6.1.1.9. Risk Assessment and Management

5.2.6.1.2. Project Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, Project Management certification, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the County and Probation Department's main point of contact during the Video Visitation System installation. Contractor shall provide the names, years of service, educational attainment/degrees, qualifications, addresses and telephone numbers of each member of Contractor's Project Implementation Team, including an Escalation Chart with complete contact information.

5.2.6.1.3. Post-Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, address and telephone number(s) for the Contractor's Account Manager, which will be the County and Probation Department's main point of contact during the Contract(s) term.

5.2.6.2. Management Reporting

5.2.6.2.1. Project Status Report - Contractor shall submit Project Status Reports during the System Implementation Period separately to the Sheriff's Office and to the Probation Department. The Contractor shall submit such reports to the County and Probation Department Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday, or holiday. The reports shall, at a minimum, state:

5.2.6.2.1.1. Period covered by report
5.2.6.2.1.2. Project progress and plans
5.2.6.2.1.3. Issues tracking, including deficiencies
5.2.6.2.1.4. Project schedule, including work scheduled for completion, which was completed, and work scheduled for completion which was not completed
5.2.6.2.1.5. Updates to Project Control Document
5.2.6.2.1.6. Project risks identified through the quality assurance process
5.2.6.2.1.7. Any other information that the County and Probation Department or may reasonably require

5.2.6.2.2. Monthly Project Report - The Contractor shall submit Monthly Project Reports pertaining to the operation and

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maintenance of the Video Visitation System. Monthly reports shall be for the period including the first day of the month through the last day of the month. Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. The reports shall include, but not be limited to, the following:

5.2.6.2.2.1. Incarcerated Individuals/Youth Video Visitation Detail Reports

5.2.6.2.2.2. Revenue Share Reports (on Remote Visits)

5.2.6.2.2.3. Total Video Visits Completed and Billed Report: Report shall be in summary format by facility.

5.2.6.2.2.4. Any Unauthorized Video Visit Activity Detected Report: Report shall be in summary format by facility and shall contain any information available to support the subsequent investigation of such activities.

5.2.6.2.2.5. System Outages and/or Maintenance Performed Report: Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date, time and who notified the County and Probation Department.

5.2.6.2.2.6. Video Visitation System Inspection and Maintenance Log: This report shall be submitted to the County and Probation Department on a quarterly basis or as required by the County and Probation Department.

5.2.6.2.2.7. Contractor's reporting system must have Ad Hoc Query and report capability and

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may require format modification to enhance readability at the request of the County and Probation Department.

5.2.6.2.3. Year-End Summary Report - Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's Video Visitation System and separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The Year-End Summary Report is due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Video Visitation System for the subject Agreement year.

5.3 Contractor to comply with all Local State and Federal Laws and Regulations

6.0 CONTRACT TERM

6.1 The term of the AGREEMENT(s) will be for a period of 3 years with the option to extend the AGREEMENT for two (2) Additional One (1) Year Periods.

6.1.1 County is not required to state a reason if it elects not to renew.

6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of 90 days prior to the expiration of the AGREEMENT.

6.2.1 Both parties must agree upon rate extension(s) or changes in writing.

6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a 30 day written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

7.1 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.

7.2 CONTRACTOR is to ensure that insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

7.2.1 You may reference our Insurance Requirements for additional clarification and samples of required endorsements.

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7.3 CONTRACTOR will be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security (if applicable).

7.3.1 CONTRACTOR shall ensure that a California licensed investigator performed the required State level criminal background check(s) for all staff recommended to the County and must provide proof of such to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background checks unless otherwise agreed upon in writing by County.

7.3.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not be limited to, the following information in the format indicated:

8.2 CONTENT AND LAYOUT:

Proposer shall submit the following in order of listing:

8.2.1 Executive Summary

8.2.2 Qualifications - Proposer shall list its qualifications to include but not limited to:

- 8.2.2.1 Years of experience as primary service provider
- 8.2.2.2 Licenses/Certifications
- 8.2.2.3 Key Personnel's Names and Experience for:
  - 8.2.2.3.1 Executive Team
  - 8.2.2.3.2 Project Implementation Management
  - 8.2.2.3.3 Ongoing Executive Support
- 8.2.2.4 Disaster Recovery Plan
- 8.2.2.5 Notices of previous Violations, if any
- 8.2.2.6 List of current and/or previous Sheriff's County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's:
  - 8.2.2.6.1 Telephone System, Associated Services and Other Service Offerings – Minimum five (5) clients, more is preferred.
  - 8.2.2.6.2 Tablet Program and Tablets - Minimum five (5) clients, more is preferred.
  - 8.2.2.6.3 Video Visitation System - Minimum five (5) clients, more is preferred.

8.2.3 Technical Proposal for Telephone System and Other Associated Services and Service Offerings, Tablet Program and Tablets, and Video Visitation that includes but not limited to descriptions of:

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8.2.3.1 Design, Features, Associated Services and Service Offerings, Technical Components, Integration Capabilities
8.2.3.2 Project Methodology and Project Management
8.2.3.3 Training – Post-Implementation and Ongoing
8.2.3.4 Service and Maintenance Support - Post-Implementation and Ongoing
8.2.3.5 Management and Maintenance Reports

8.2.4 Proposal Offer
8.2.4.1 Telephone System and Associated Services: Revenue Share in Cents per Minute
8.2.4.2 Tablet Program and Tablets: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate
8.2.4.3 Video Visitation: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

Proposal or Qualifications Package Layout; Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE-OF-WORK OR QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (ATTACHMENT A) & WARRANTY
Section 7	EXCEPTIONS
Section 8	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages that provides the CONTRACTOR'S firm information and contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR'S primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and its age.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Any proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 5.0 herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services like the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.

Section 4, Statement to Service Entire County:

Include a statement acknowledging which of the following locations your company can provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far South as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (*Reference: https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305)*

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 6, Pricing & Warranty:

CONTRACTOR shall submit pricing in a separate sheet

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Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 7, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 8, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

8.3 ADDITIONAL REQUIREMENTS: To be considered "responsive," submitted proposal packages shall adhere to one of the two following options:

Hardcopy and one electronic version of the proposal package:

8.3.1 Eight (8) sets of the proposal or qualifications package (one original proposal marked "Original" plus seven (7) copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "**RFP #10881**". In addition, submit one electronic version of the entire proposal or qualifications package on a USB memory stick. Additional copies may be requested by the County at its discretion.

8.3.2 Proposal or qualifications packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

8.3.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation except for the Signature Page.

8.3.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.

8.3.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in

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BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

8.3.5.1 ***PLEASE NOTE***: To use this option, CONTRACTORs are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.

8.4 **CONFIDENTIAL OR PROPRIETARY CONTENT:** All proposals become the property of the County, which is a public agency subject to disclosure requirements of the California Public Records Act (CPRA). If CONTRACTOR'S proprietary information is contained in documents submitted to County, and CONTRACTOR claims that such information falls within one or more CPRA exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Monterey County before the County's deadline for responding to the CPRA request. If CONTRACTOR fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. CONTRACTOR further agrees that it shall defend, indemnify, and hold County harmless against any claim, action, or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

9.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10881 and CONTRACTOR'S COMPANY NAME.**

9.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.

9.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.

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9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any formalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".

9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.

9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.9 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.

10.0 SELECTION CRITERIA

10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.

10.2 SELECTION CRITERIA:

As a result of this RFP, the County Sheriff's and Probation Department intend to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County Sheriff's and Probation Department, all evaluation criteria considered. The goal is to award a contract to the bidder(s) that proposes the best quality as determined by the combined weight of the evaluation criteria. At the County Sheriff's and Probation Department's discretion, considerations other than price may factor into a decision as to which services (and product, if applicable) and support provide the best value. Other criteria, however, may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited. Such considerations may include:

The selection criteria include, but are not limited to, the following:

9.1.1. Proposer Qualifications

9.1.2. System Design, Features, Technical and Integration Capabilities

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9.1.3. Project Management
9.1.4. Post-Implementation and Ongoing Support
9.1.5. Proposal Offer
9.1.6. Any Other Relevant Factors

NOTE: Per the Board approved Climate-Friendly Purchasing Policy, the Contracts/Purchasing office will include in the selection criteria "Climate-Friendly Business Practices which facilitate County's compliance with Climate-Friendly Purchasing Policy" and points will be awarded for 'Green Certified Businesses' as well as for climate-friendly business practices outlined in proposal which correlate with County's policy.

Contracts/Purchasing will also include a section regarding the local preference policy. CP Staff will go over how this will affect your scoring should you have questions about it.

10.2 The selection criteria include the following: **(100 points total).**

SCORING CRITERIA	Max Possible Score
Experience and references	10
Telephone & Associated Services	30
1. System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities	
2. Project Management, Methodology and Support, Training, and Ongoing Services	
3. Offer	
Tablet Program and Tablets	30
1. System Design, Features and Technical Capabilities	
2. Project Management, Methodology and Support, and Training	
3. Offer	
Video Visitation System	30
1. System Design, Features and Technical Capabilities	
2. Project Management, Methodology and Support, Training, Ongoing Support	
TOTAL	100

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10.3 AGREEMENT award(s) will not be based on cost alone.

10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.

10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submits a response that, in the sole opinion of the County, best serves the overall interest of the County.

10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

11.1 CONTRACTOR(s) **Must Create and Submit** an ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.

11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.

11.3.1 County will provide a defined scope

11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.

11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.

11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
11.5.1 County Department receiving services,
11.5.2 Purchase order number under which the invoice is to be charged,
11.5.3 Services provided,
11.5.4 Dates of services,

11.6 Proposals should include any early discounts and/or incentives offered.

11.7 Travel/Mileage
11.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.
11.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

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11.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

11.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

12.1. General Requirements: Each local supplier funded in whole or in part by County funds, or funds which County expends or administers, shall be eligible for a local preference as provided in this section.

12.2. Rights of First Refusal: Each local supplier who is within five percent (5%) of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the AGREEMENT.

12.3. The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to RFQs or requests for quotations, the awarding authority may consider, as one (1) of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.

12.4. Definitions: For the purpose of this section, the following terms have the meanings indicated:

12.4.1. "Area" means Monterey County, San Benito County, and Santa Cruz County.

12.4.2. "Bid" includes any competitive bid, whether formal or informal.

12.4.3. "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.

12.4.4. "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

12.4.5. "Local Vendor" means a Vendor for which all of the following criteria apply:

12.4.5.1. Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area

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when the address is located in an unincorporated area within one of the three counties as defined as "Area"; and

12.4.5.2. Vendor employs at least one full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the "Area"; and

12.4.5.3. Vendor's business must have been in existence, in Vendor's name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; and

12.4.5.4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and

12.4.5.5. If applicable vendor must possess a valid resale license from the California Department of Tax and Fee Administration showing vendor's local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area".

12.5. Link to County's Local Preference Policy:
https://www.co.monterey.ca.us/home/showdocument?id=22313

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

13.1.1 Prior to commencement of an 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. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

13.1.2 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 CONTRACTOR.

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that 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.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

(i) Commercial general liability insurance including but not limited to premises and operations, including coverage for Bodily Injury and

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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.

(ii) Automobile Insurance Threshold:

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 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.

(iii) 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.

(iv) 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 while 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.

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13.4 Other Insurance Requirements:

13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.

13.4.2 Each liability policy shall provide that 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 an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

13.4.3 **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.

13.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. 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 an AGREEMENT, which shall continue in full force and effect.

13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an 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

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to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

You may reference our Insurance Requirements for additional clarification and samples of required endorsements.

14.0 CONTRACT AWARDS

14.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT(S) resulting from this solicitation.

14.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.

14.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.

14.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.

14.5 Notification: All CONTRACTORs who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.

14.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

15.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR that submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal that County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

16.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the *https://www.co.monterey.ca.us/home/showdocument?id=81980*. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS

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AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

17.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County **and may be considered public information under applicable law.** Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION", in conformity with the specific requirements set forth in section 8.3, above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. **As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary.** County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: _____ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

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SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY STANDARD AGREEMENTS with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at: https://www.co.monterey.ca.us/home/showdocument?id=81980

-- End of Sample Agreement Section –

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ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

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EXHIBIT I

INCARCERATED INDIVIDUAL/YOUTH TELEPHONE SERVICES - SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(ies) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the Contractor is required to issue specified credits. The Telephone Services for Incarcerated Individuals and Youth contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential and would apply to each Agency's operations, and the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance level requested by each Agency. Performance is aggregate-based, meaning that the performance is to be measured at each Agency's hierarchy level (each Agency's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Telephone System, tested by Contractor in each Agency's facility. Each Agency will confirm to its satisfaction, that the Telephone System in its respective facilities is fully functional prior to each Agency's acceptance.	30 Business Days
Maintenance:		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
Management Reports:		
Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports corresponding to each Agency's Telephone Services shall be sent via Email to the respective Agency.	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Incarcerated Individual and Youth Telephone System for the subject Agreement year.

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III. Implementation & Installation Penalty

Potential Contractor shall provide each Agency a separate and detailed Implementation Plan and Schedule. The installation shall include a separate user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the Contractor is required to provide a fully functional system tested and accepted, by each Agency. Each Agency is requiring a thirty (30)-business day implementation schedule for each of it's facility(ies). Any failure to provide this service will incur a daily penalty of $6,720.00 to the Agency affected, until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of $ 100.00 per day for reports received late, unless prior approval for late delivery by potential Contractor has been granted by the Agency affected.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Contractor shall issue credits for each Service Outage, Problem, or Deficiency to the Agency affected. Contractor shall pay the Agency the total amount of credit due to the Agency within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and fax numbers, and Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Sheriff's Office and Probation Department and the Contractor's on-site Site Administrator/Technician in resolving System Outages, Problems, and other Deficiencies. Contractor must respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage (includes Response Time)	Credits Due
Priority Level One	**CRITICAL/SEVERE (Includes but not limited to):** • 25% or more of telephones in a single Housing unit, Module, Dorm, and/or Pod • Multiple Housing units, Modules, Dorms, and/or Pods are not in operation • Multiple phones are not operational • Intake phones are not operational • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls dropped in a 24-hour period • Entire system failure Contractor Response Time (Includes acknowledgment, issuance of, and confirmation of Trouble Ticket Number that it is actively being worked): ≤ 30 Minutes	< 6 hours	No Credit
		6 hours - 12 hours	$75 per hour that component of Telephone System is deficient
		Between 12 hours and 24 hours	$100 per hour that component of Telephone System is deficient

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	If deficiency indicates that a Tier 2 Technician in needed, a Tier 2 Technician will be on site: ≤ 2 Hours Completion of repairs and Deficiency resolution to the affected Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.	> 24 hours	$150 per hour that component of Telephone System is deficient
Priority Level Two	**MAJOR (Includes but not limited to):** • 10% to 24% of telephones in a single Housing unit, Module, Dorm, and/or Pod are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within _24__ hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency or Agency's Designee's initial service request to Contractor.	≤ 24 hours	No Credit
		> 24 hours	$100 per hour that component of Telephone System is deficient
Priority Level Three	**MINOR (Includes but not limited to):** • One of multiple phones in a Housing unit, Module, Dorm, and/or Pod is not in operation, and additional phones are in the area available for Incarcerated Individual or Youth use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within __2__ business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.	≤ 2 days	No Credit
		> 2 days	$75 per day that component of Incarcerated Individual and Youth Telephone System is deficient
Priority Level Four	**COSMETIC (Includes but not limited to):** A telephone is damaged but is capable of completing telephone calls Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to Agency's satisfaction is made within _10_ business days of initial notification to Agency or Agency's Designee, or from Agency's or Agency's Designee's initial service request to Contractor.	≤ 10 days > 10 days	No Credit $75 per day that component of Incarcerated Individual and Youth Telephone System is deficient or damaged phones are not replaced

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VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Telephone System problem, network problem, outage, or other deficiency that has experienced 3 separate trouble tickets opened against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	$900.00
	9	$1,350.00
	12	$1,800.00
	>12	$150.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency
Priority Level Two	6	$600.00
	9	$900.00
	12	5% of Monthly Revenue Commissions
	>12	$100.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency

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EXHIBIT II

INCARCERATED INDIVIDUALS AND YOUTH TABLETS and VIDEO VISITATION SYSTEM - SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(is) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.

The Incarcerated Individual and Youth Video Visitation System contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to each Agency's operations. The Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance levels. Performance is aggregate-based, meaning that the performance is to be measured over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation and Installation	Fully functional Incarcerated Individual and Youth Video Visitation System, tested and accepted by the Sheriff's Office and Probation Department	45 Business Days
Maintenance Video Visitation Services and Associated Network Access/Transport Services	• Video Quality (No Video Blockage, No Dropped Video Visitation Sessions) • Scheduling Software Availability	99.95% .
Tablets (Not used for Video Visitation)	Operational, working units	100%
Video Visitation Units (Tablets)	Operational, working units	100%
Management Reports Monthly Project Reports, Monthly System Management Reports and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports corresponding to each Agency's Telephone Services shall be sent via Email to the respective Agency	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on VVS for the prior month Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the VVS for the subject Agreement year

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III. Implementation and Installation Penalty

Potential Contractor shall provide each Agency a separate and detailed Implementation Plan and Schedule, corresponding to each Agency. The installation will include a user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the potential Contractor is required to provide a fully functional system, tested and accepted by each Agency. Each Agency is requiring a forty-five (45)-business day implementation schedule for each of it's facility(ies). Any failure to provide this service may incur a daily penalty of $750.00 to the Agency affected, until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of $ 100.00 per day for reports received late, unless prior approval for late delivery by Contractor has been granted by the Agency affected.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. The Contractor shall issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the Agency the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Agency or the Agency's Designee in resolving System Outages, Problems, and other Deficiencies. The Contractor shall respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

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Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level One	**CRITICAL/SEVERE (Includes but not limited to):** • Entire system failure • 50% or more of an Agency's Video Visitation System (at any one area) is out of service • One entire Video Visitation Room, Housing Unit, Module, Dorm, and/or Pod is not in operation or one Video Visitation System unit is not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Inventory of Tablets used for both Video Visitation and Non-Video Visitation is depleted Response time, technician on site, and completion of repairs and Deficiency resolution to Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor or from Agency's or Agency's Designee's initial service request to Contractor. Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling and wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 72 hours.	≤ 4 hours	No Credit
		Between 4 hours and 12 hours	$75 per hour that component of VVS is deficient (includes network access and cabling and wiring)
		Between 12 hours and 24 hours	$150 per day that Inventory of Tablets is depleted
		> 24 hours	$200 per hour that component of VVS is deficient (includes network access and cabling and wiring)
Priority Level Two	**MAJOR (Includes but not limited to):** • 25% to 49% of a an Agency's Video Visitation System in a Video Visitation Room, Housing unit, Module, and/or Pod is out of service, and/or 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within 24 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor. The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 72 hours.	≤ 24 hours	No Credit
		> 24 hours	$150 per hour that component of VVS is deficient (includes network access and cabling and wiring)

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Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level Three	**MINOR (Includes but not limited to):** • One of multiple Video Visitation units in a Video Visitation Room, Housing unit, Module, Dorm, and/or Pod is not in operation, and additional units are in area available for inmate use • Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped and Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality • <25% of a Agency's Video Visitation System is out of service • <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software Response time, completion of repairs and Deficiency resolution to Agency's satisfaction is made within __2___business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor. The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 5 business days.	≤ 2 days	No Credit
		> 2 days	$75 per day that component of VVS is deficient (includes network access and cabling and wiring)
		> 2 days	$150 per day that component of VVS is deficient (includes network access and cabling and wiring)
Priority Level Four	**COSMETIC (Includes but not limited to):** • A Video Visitation unit is damaged but is capable of completing Video Visitation sessions • Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions Response time, completion of repairs and Deficiency resolution to Agency's satisfaction is made within __10___business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor. The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 15 business days.	≤ 10 days	No Credit
		> 10 days	$75 per day that component of VVS is deficient or damaged VVS units are not replaced

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VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Video Visitation System problem, associated network problem, outage or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	25% of Average Monthly Gross Revenue
	>6	Replacement of the VVS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Levels Two and Three	6	10% of Average Monthly Gross Revenue
	9	15% of Average Monthly Gross Revenue
	12	25% of Average Monthly Gross Revenue
	>12	Replacement of the VVS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty

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EXHIBIT III

INCARCERATED INDIVIDUAL/YOUTH KIOSKS - SERVICE LEVEL AGREEMENT

I. Introduction

The purpose of this document is to define the processes and procedures to be followed by the Contractor to meet the Service Level Agreements outlined herein between the Contractor and the Agency(ies) (Sheriff's Office and Probation Department). The Service Level Agreement shall be utilized by the Contractor to report agreed, measurable criteria for Automated Payment Services ("Kiosks") that they commit to provide to the Agency(ies). The Contractor shall measure, collect, record and provide its service performance results beginning on the effective date of the contract and continuing until such time as modified or cancelled by all parties to the contract. The Contractor understands that the Service Level Agreement (SLA) requirements may change in the future as the needs of service evolve.

II. SCOPE

The Contractor shall perform all Services represented in the Service Level Agreement contained herein at or better than the minimum level of performance set forth and shall make an effort to achieve and maintain the target levels of performance. The Contractor's goal is to provide exceptional service in all areas identified.

III. CONTRACTOR ROLES & RESPONSIBILITIES

- Perform preventive and ongoing maintenance, including but not limited to changing receipt paper and ink, clearing paper and coin jams, minor repair, and maintaining appropriate inventory levels of parts and materials.
- Monitor, measure, and report performance against the Service Level Agreements
- Measure all Service Levels sufficient to provide detailed, justified explanations of reported results.
- Report performance to the respective Agency (Sheriff's Office and/or Probation Department) or each Agency's Designee on a monthly basis.
- Promptly investigate and remediate failures and deficiencies
- Minimize reoccurrences of all performance-related failures for which it is responsible
- Report any problems to the Agency affected that appear likely to result in a failure to meet a Service Level Agreement requirement
- Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreement and coordinate processes and procedures that impact the County
- Designate a Contractor Representative who has the overall responsibility for delivery of the Services. The designated Representative shall:
  - Manage the maintenance tasks and conduct technical and operational escalations
  - Provide management and resolution of identified problems
  - Resolve and address operational delivery issues
  - Ensure adherence to performance targets
  - Be responsible for overseeing service quality and incident management
  - Function as the primary point of contact/interface with the Sheriff's Office and Probation Department for SLA performance, management, and problem resolution

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IV. SERVICE LEVEL AGREEMENT

#1: SYSTEM (SERVER) AVAILABILITY – SYSTEM INFRASTTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	System Infrastructure and Services Availability
Service Level Objective	To ensure that the system infrastructure equipment (e.g. servers, storage, kiosks, peripheral equipment, etc.) is available for use by each Agency's users and Incarcerated Individuals/Youth (if applicable) during scheduled hours of availability.
Service Level Definition	The system infrastructure includes all file, database, web, imaging, application and support servers, SANs, storage devices, backup systems, kiosks and associated peripheral equipment necessary to process, store, and preserve electronic data and information. Availability means all components of the systems infrastructure are ready for use, accessible by users and customers, and are operational to perform their assigned function. Contractor shall ensure qualified technical staff are available both during normal business hours (08:00 AM – 5:00 PM Pacific Standard Time) and during non-business hours, excluding planned maintenance or previously scheduled maintenance periods. Contractor staff shall work with each Agency's staff to resolve unexpected issues which impede the ability to perform necessary and time-sensitive work
Service Measurement	Availability
Metric Description	The percent of availability of combined system infrastructure services. The system infrastructure elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency, which may differ by Agency. The metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all servers/SANs/storage equipment/kiosks/peripheral equipment performing or supporting Automated Payment Services. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall reduce the percent availability. Degraded operations shall be reported as an individual category but shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level Commitment	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day)/kiosk
Target (Expected) Service Level Commitment	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in a facility / 900 * total number of kiosks in a Facility/Location **Sample calculation**: Assume 50 Kiosks installed/operational – 1. Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 2. Facility/Location Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100** **= [[27000 + 8990 + 8055 + 885] / 45000] *100** **= [44930/45000] * 100** **= .9984 * 100 = 99.84%**
Reports and Reporting Format/s	Preferred Format: PDF. Report format to be mutually agreed to between Contractor and each Agency. Report should identify overall system infrastructure availability and the system infrastructure availability of individual equipment groups (e.g. servers, SANs, etc.). Report Elements: To be proposed by the Contractor to each Agency and approved separately by

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	each Agency. Information provided shall, at a minimum, include the actual uptime in minutes per Kiosk, the % uptime per Kiosk, for each day with a total uptime and % uptime shown for all kiosks within a Facility/Location by day for the month. Detailed Exclusion Report: To be proposed by the Contractor to each Agency and approved by separately by each Agency
Measurement Window	Daily per Kiosk during each Agency's established operational hours (currently 06:00 AM – 21:00 PM daily)
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#2: NETWORK AVAILABILITY – NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	Network Infrastructure and Services Availability
Service Level Objective	To ensure that the Contractor managed network infrastructure and services are available for use during scheduled hours of availability.
Service Level Definition	The Contractor managed network infrastructure and services includes the routers, switches, repeaters, and all components needed to transport data between network site boundaries (kiosks) and the Contractor's site. Availability means the network infrastructure and services are available for use and are fully accessible and operational. Infrastructure and services include but are not limited to all network-related infrastructures necessary to make kiosks functional and usable. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Availability
Metric Description	The percent of availability of combined MAN/WAN/Internet Services The network infrastructure and services elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency. Those required operational hours differ by Agency, but the metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all network infrastructure equipment and services performing or supporting Automated Payment Services direct or support operations. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall negatively impact the percent availability. Degraded operations shall be reported as an individual category and shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk
Target (Expected) Service Level	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in an Facility/Location / 900 * total number of kiosks in an Facility/Location * 100 **Sample calculation**: Assume 50 Kiosks installed/operational –

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	7.0 Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 8.0 Facility/Locational Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100** **= [[27000 + 8990 + 8055 + 885] / 45000] *100** **= [44930/45000] * 100** **= .9984 * 100 = 99.84%**
Reports and Reporting Format/s	Preferred Format: PDF. Report format to be mutually agreed to between Contractor and each Agency. Report should identify overall network infrastructure availability, and any individual network components (if applicable). Report Elements: To be proposed by the Contractor to each Agency and approved separately by each Agency. Information provided shall, at a minimum, include the actual uptime in minutes per Kiosk, the % uptime per Kiosk, for each day with a total uptime and % uptime shown for all kiosks within a Facility/Location by day for the month. Detailed Exclusion Report: To be proposed by the Contractor to each Agency and approved by separately by each Agency
Measurement Window	Daily per Kiosk during Sheriff's Office and Probation Department established operational hours (currently 06:00 AM – 21:00 PM daily)
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#3: CHANGE MANAGEMENT AND TROUBLE TICKET RESPONSE – RESOLUTION RESPONSE	
Service Level Category	Infrastructure and Systems Change Management; and Problem Management and Resolution Response
Service Level Objective	• Change Management Service Request Management • To respond to customer requests for technical assistance in a timely manner and take the necessary action to accurately resolve issues or to escalate resolution of those issues when required.

Service Level Definition	Contractor shall provide customer support during all periods of authorized Kiosk access, 365 days per year. Service level Agreements shall apply during all periods of authorized Kiosk access hours for all problem categories. Service level objectives and Agreements shall be:
	• Respond to all service calls.
	• Resolve issues as accurately as possible within the following timeframes (Includes response time, travel time {if applicable}, resolution time):
	  ○ Level 1 (Urgent) – 4 Business Hours
	  ○ Level 2 (High) – 8 Business Hours
	  ○ Level 3 (Medium) – 2 business days
	  ○ Level 4 (Low) – 10 business days
	• Close (with confirmation) 95% of Levels 1-2 priority issues, 80% Level 3 priority, and 75% Level 4 priority issues within specified timeframes excluding issues requiring Contractor repair or resolution.
	• Track and report closure times for all issues requiring Contractor repair or resolution.
	• The time to complete change requests from request to fulfillment and operability shall not exceed the Service Level
	• For purposes of this Service Level, Change Management includes but is not limited to inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates

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	Problems shall be reported to the Contractor Support Help Desk and shall be recorded for tracking and management. Priority definitions include but not limited to: • **Level 1** – Application or Service is inaccessible (i.e., network is down), Kiosk is down and inaccessible, administrative information is incorrect and preventing service. • **Level 2** – Application or Service is intermittently inaccessible, administrative information is incorrect causing intermittent service, and/or logon/password requires resetting or reissue, change requests that affect service or access to the Kiosk or network, network diagnostics critical to service. • **Level 3** - Question or information requests, change requests that do not affect service or access to the Kiosk or network, inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates. • **Level 4** – Cosmetic or other deficiencies that do not negatively affect or slow down service and/or access to the kiosk and/or network. Level 4 priority items shall be escalated to Level 3 priority after 10 business days. Based on the priority and aging of problems reported, support shall be escalated within the Contractor hierarchy for all problems not resolved within 5 business days. The Contractor shall identify the escalation process and individuals. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Percent resolution within Service Level timeframes and timeliness for Change Management.
Metric Description	• The percent of problems assigned and resolved by priority within agreed service level Agreements. • Timeliness for Change Management Services is defined as the time (business hours/days) required to successfully receive, process, and implement a change to the access control list, installed rule base, network diagnostics, equipment service, and software and/or configuration updates.
Metric Inclusions	• All reported problem tickets • Agency configurations ❖ Actions included: o Time required to complete a change request from receipt to operability o Time required to update the installed rule base or administration/access control list updates o Time required to perform network diagnostics [to trouble-shoot] o Time required to perform equipment service o Time required to implement software updates o Time required to implement configuration updates
Metric Exclusions	• For Trouble Tickets: None • For Change Management: ❖ Orders for new services requiring purchase of hardware or software ❖ Exclusion Time: o None – the time required for change approval and scheduling shall be considered part of the metric measurement and service level time.
Minimum Service Level	• Level 1 (Urgent) – 4 business hours • Level 2 (High) – 8 business hours • Level 3 (Medium) – 2 business days • Level 4 (Low) – 10 business days
Reports and Reporting Format/s	Preferred Format: PDF. Report format to be mutually agreed to between Contractor and each Agency Report Elements: Header to include Target SL, Minimum SL, Total Number of Changes, Total Number of Changes that Missed the Target Service Level, Total Number of Changes that Missed the Minimum Service Level; Detail for changes that exceeded three days to include Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change

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	Approval and Implementation, Time to Complete [in days], Minimum SL achieved [Yes/No], Target SL achieved [Yes/No]; Sorted by Device Type Detailed Exclusion Report: Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Reason for Exclusion; Sorted by Device Type; Summarized by a Count of Excluded Changes
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured

CREDITS	
Credit	The Agency affected shall receive a credit if the Contractor fails to meet the minimum service level commitments. That credit shall be payable to the Agency within 30 business days of the date of the monthly service level report. The credit is assessed on a per Facility/Location basis when the Contractor fails to meet minimum service level commitments for System Infrastructure and Services Availability or Network Infrastructure and Services Availability or for both as follows: 1. Minimum Service Level Commitment not met per Facility/Location for 2 days or less in a Month – WARNING 2. Minimum Service Level Commitment not met for more than 2 and up to 5 days in a Month - $2,000 per occurrence (facility/location) up to a maximum of $20,000 per month (for all Facility/Locations) 3. Minimum Service Level Commitment not met for more than 5 days in a Month - $4,000 per occurrence (facility/location) up to a maximum of $40,000 per month (for all Facility/Locations). 4. Any combination of 2 and 3 above shall result in - per occurrence charge per Facility/Location in accordance with the requirements in item 2 or 3 above with a maximum charge not to exceed $40,000 per month (for all facilities/locations)
Liquidated Damages	Contractor shall pay Liquidated Damages equivalent to $150 per hour per to affected Agency's staff pulled to process cash deposits, due to Kiosks being inoperable or down.
Chronic/Systemic	If chronic or systemic problems persist in failure to meet minimum standard for three or more consecutive months, the Contractor shall be required to develop a corrective action plan to resolve the problems, agreed to by the affected Agency. Failure to develop a corrective action plan to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the affected Agency's exercise of other available options, up to and including termination of the contract.

ATTACHMENT A: PRICING SCHEDULE

CONTRACTOR Shall Enter applicable pricing table/fee schedule here.

-- End of Attachment A –

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ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy," adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of "Local Vendor" as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify, in writing herein, that it meets all of the criteria listed within the policy, which can be accessed online at the following link: ***https://www.co.monterey.ca.us/home/showdocument?id=22313***.

"Local Vendor" is defined as follows:

1. Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties as defined as "Area"; **and**
2. Vendor employs at least one full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the "Area"; **and**
3. Vendor's business must have been in existence, in Vendor's name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; **and**
4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; **and**
5. If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor's local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area".

County shall not be responsible or required to verify the accuracy or any such certifications and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

As per the policy: **"Area"** shall mean Monterey County, San Benito County, and Santa Cruz County.

Note: If applicable your organization must possess a valid resale license from the California

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Department of Tax and Fee Administration showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one (1) of the three (3) counties within the defined "Area."

On behalf of my business entity (i.e., organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any):

Business Address: _____

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____ ***Date:*** _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder's proposal or qualifications package in order for the County to apply the applicable local preference.

Bidders who do <u>not</u> qualify as a local business as per the policy should <u>not</u> submit this form.

-- End of Attachment B –

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SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10881
ISSUE DATE: June 1st, 2023

RFP TITLE: Telephone, Tablet & Visitation Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON July 17, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US (831) 783 - 7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 7 copies, + 1 USB):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL
I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: ( ) _____ Fax: ( ) _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

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B.1 TELEPHONE SYSTEM , TABLETS/TABLET PROGRAM, VIDEO VISITATION SERVICES AND DEPOSIT KIOSKS

SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(ies) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the Contractor is required to issue specified credits.

The Telephone Services, Youth Video Visitation System and Deposit Kiosks for Incarcerated Individuals and Youth contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential and would apply to each Agency's operations, and the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs) when proven to be the Contractor is at fault.

II. Service

Table 1 lists each KPI and the performance level requested by each Agency. Performance is aggregate-based, meaning that the performance is to be measured at each Agency's hierarchy level (each Agency's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Telephone System, tested by Contractor in each Agency's facility. Each Agency will confirm to its satisfaction, that the Telephone System in its respective facilities is fully functional prior to each Agency's acceptance. Fully functional Incarcerated Individual and Youth Video Visitation System, tested and accepted by the Sheriff's Office and Probation Department	45 Days
Maintenance:		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
Video Visitation Services and Associated Network Access/Transport Services	Video is functional Scheduling software availability	99.95%
Tablets (Not used for Video Visitation)Video Visitation Units (Tablets)	Operational, working units	100%

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III. Implementation & Installation Penalty

Potential Contractor shall provide each Agency with a separate and detailed Implementation Plan and Schedule. The installation shall include a separate user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the Contractor is required to provide a fully functional system tested and accepted, by each Agency. Each Agency requires a thirty (30) to forty-five (45) - business day implementation schedule for each of its facility(ies). If the Contractor requires a longer implementation schedule, a mutually agreed-upon implementation will be established. Any failure to provide this service will incur a daily penalty of $1,000.00 after 90 days to the Agency affected, until fully implemented and functional.

I. CONTRACTOR ROLES & RESPONSIBILITIES TO MAINTAIN DEPOSIT KIOSK

- Perform preventive and ongoing maintenance, including but not limited to changing receipt paper and ink, clearing paper and coin jams, minor repair, and maintaining appropriate inventory levels of parts and materials.
- Monitor, measure, and report performance against the Service Level Agreements
- Measure all Service Levels sufficient to provide detailed, justified explanations of reported results.
- Report performance to the respective Agency (Sheriff's Office and/or Probation Department) or each Agency's Designee on a monthly basis.
- Promptly investigate and remediate failures and deficiencies
- Minimize reoccurrences of all performance-related failures for which it is responsible
- Report any problems to the Agency affected that appear likely to result in a failure to meet a Service Level Agreement requirement
- Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreement and coordinate processes and procedures that impact the County
- Designate a Contractor Representative who has the overall responsibility for delivery of the Services. The designated Representative shall:
  - Manage the maintenance tasks and conduct technical and operational escalations
  - Provide management and resolution of identified problems
  - Resolve and address operational delivery issues
  - Ensure adherence to performance targets
  - Be responsible for overseeing service quality and incident management
  - Function as the primary point of contact/interface with the Sheriff's Office and Probation Department for SLA performance, management, and problem resolution

IV. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Contractor shall issue credits for each Service Outage, Problem, or Deficiency to the Agency affected. Contractor shall pay the Agency the total amount of credit due to the Agency within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and

Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Sheriff's Office and Probation Department and the Contractor's on-site Site Administrator/Technician in resolving System Outages, Problems, and other Deficiencies. Contractor must respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage (includes Response Time)	Credits Due
Priority Level One	**CRITICAL/SEVERE (Includes but not limited to):** **Telephone System** • 25% or more of telephones in a single Housing unit, Module, Dorm, and/or Pod • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls dropped in a 24-hour period • Entire system failure Video Visitation • 50% or more of an Agency's Video Visitation System (at any one area) is out of service • One entire Video Visitation Room, Housing Unit, Module, Dorm, and/or Pod is not in operation or one Video Visitation System unit is not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Inventory of Tablets used for both Video Visitation and Non-Video Visitation is depleted Contractor Response Time (Includes acknowledgment, issuance of, and confirmation of Trouble Ticket Number that it is actively being worked): ≤ 45 Minutes If deficiency indicates that a Tier 2 Technician in needed, a Tier 2 Technician will be on site: ≤ 2 Hours Completion of repairs and Deficiency resolution to the affected Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.	< 6 hours	No Credit
		Between 6 and 12 hours	$75 per day that component of VVS is deficient (includes network access and cabling and wiring)
		< 24 hours	$100 per day that component of Telephone System is deficient
		> 24 hours	$150 per day that component of Telephone System is deficient, after 7 days that Inventory of Tablets is depleted
Priority Level	**MAJOR (Includes but not limited to):**		

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Two	**Telephone System** • 10% to 24% of telephones in a single Housing unit, Module, Dorm, and/or Pod are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software **Video Visitation** • 25% to 49% of an Agency's Video Visitation System in a Video Visitation Room, Housing unit, Module, and/or Pod is out of service, and/or 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within _24__ hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency or Agency's Designee's initial service request to Contractor. The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 15 Business days.	≤ 24 hours	No Credit
		> 24 hours	$100 per day that component of Telephone System is deficient, VVS is deficient (includes network access and cabling and wiring)
Priority Level Three	**MINOR (Includes but not limited to):** **Telephone System** • One of multiple phones in a Housing unit, Module, Dorm, and/or Pod is not in operation, and additional phones are in the area available for Incarcerated Individual or Youth use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality **Video Visitation** • One of multiple Video Visitation units in a Video Visitation Room, Housing unit, Module, Dorm, and/or Pod is not in operation, and additional units are in area available for inmate use • Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped and Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality	≤ 2 days	No Credit
		> 2 days	$75 per day that component of Incarcerated Individual and Youth Telephone System or VVS is deficient

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	• <25% of a Agency's Video Visitation System is out of service • <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within __2__ business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.		
Priority Level Four	**COSMETIC (Includes but not limited to):** **<u>Telephone System</u>** A telephone is damaged but is capable of completing telephone calls **<u>Video Visitation</u>** • A Video Visitation unit is damaged but is capable of completing Video Visitation sessions • Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to Agency's satisfaction is made within _10_ business days of initial notification to Agency or Agency's Designee, or from Agency's or Agency's Designee's initial service request to Contractor.	≤ 10 days > 10 days	No Credit $75 per day that component of Incarcerated Individual and Youth Telephone System is deficient or damaged phones are not replaced

V. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Telephone System problem, network problem, outage, or other deficiency that has experienced against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	$900.00
	9	$1,350.00
	12	$1,800.00
	>12	$150.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without

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		penalty to the Agency
Priority Level Two	6	$600.00
	9	$900.00
	12	5% of Monthly Telephone System Revenue Commissions
	>12	$100.00 per month after 12th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency

II. SERVICE LEVEL AGREEMENT

#1: SYSTEM (SERVER) AVAILABILITY – SYSTEM INFRASTTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	System Infrastructure and Services Availability
Service Level Objective	To ensure that the system infrastructure equipment (e.g. servers, storage, kiosks, peripheral equipment, etc.) is available for use by each Agency's users and Incarcerated Individuals/Youth (if applicable) during scheduled hours of availability.
Service Level Definition	The system infrastructure includes all file, database, web, imaging, application and support servers, SANs, storage devices, backup systems, kiosks and associated peripheral equipment necessary to process, store, and preserve electronic data and information. Availability means all components of the systems infrastructure are ready for use, accessible by users and customers, and are operational to perform their assigned function. Contractor shall ensure qualified technical staff are available both during normal business hours (08:00 AM – 5:00 PM Pacific Standard Time) and during non-business hours, excluding planned maintenance or previously scheduled maintenance periods. Contractor staff shall work with each Agency's staff to resolve unexpected issues which impede the ability to perform necessary and time-sensitive work
Service Measurement	Availability
Metric Description	The percent of availability of combined system infrastructure services. The system infrastructure elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency, which may differ by Agency. The metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all servers/SANs/storage equipment/kiosks/peripheral equipment performing or supporting Automated Payment Services. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall reduce the percent availability. Degraded operations shall be reported as an individual category but shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level Commitment	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day)/kiosk
Target (Expected) Service Level Commitment	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in a facility / 900 * total number of kiosks in a Facility/Location **Sample calculation**: Assume 50 Kiosks installed/operational – 1. Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 2. Facility/Location Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100** **= [[27000 + 8990 + 8055 + 885] / 45000] *100** **= [44930/45000] * 100** **= .9984 * 100 = 99.84%**
Measurement Window	Daily per Kiosk during each Agency's established operational hours (currently 06:00 AM – 21:00 PM daily)

Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#2: NETWORK AVAILABILITY – NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	Network Infrastructure and Services Availability
Service Level Objective	To ensure that the Contractor managed network infrastructure and services are available for use during scheduled hours of availability.
Service Level Definition	The Contractor managed network infrastructure and services includes the routers, switches, repeaters, and all components needed to transport data between network site boundaries (kiosks) and the Contractor's site. Availability means the network infrastructure and services are available for use and are fully accessible and operational. Infrastructure and services include but are not limited to all network-related infrastructures necessary to make kiosks functional and usable. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Availability
Metric Description	The percent of availability of combined MAN/WAN/Internet Services The network infrastructure and services elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency. Those required operational hours differ by Agency, but the metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all network infrastructure equipment and services performing or supporting Automated Payment Services direct or support operations. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall negatively impact the percent availability. Degraded operations shall be reported as an individual category and shall be counted as non-availability.
Metric Exclusions	**Maintenance Period**: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. **Planned Special Outages**: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk
Target (Expected) Service Level	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in an Facility/Location / 900 * total number of kiosks in an Facility/Location * 100 **Sample calculation**: Assume 50 Kiosks installed/operational –

	7.0 Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured **(884.3 / 900) * 100 = .9825 * 100 = 98.25%** 8.0 Facility/Locational Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes **Daily Uptime = [[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900)] * 100** **= [[27000 + 8990 + 8055 + 885] / 45000] *100** **= [44930/45000] * 100** **= .9984 * 100 = 99.84%**
Measurement Window	Daily per Kiosk during Sheriff's Office and Probation Department established operational hours (currently 06:00 AM – 21:00 PM daily)
	Agency should be provided tools to retrieve statistics on demand statistics.

#3: CHANGE MANAGEMENT AND TROUBLE TICKET RESPONSE – RESOLUTION RESPONSE

Service Level Category	Infrastructure and Systems Change Management; and Problem Management and Resolution Response
Service Level Objective	• Change Management Service Request Management • To respond to customer requests for technical assistance in a timely manner and take the necessary action to accurately resolve issues or to escalate resolution of those issues when required.
Service Level Definition	Contractor shall provide customer support during all periods of authorized Kiosk access, 365 days per year. Service level Agreements shall apply during all periods of authorized Kiosk access hours for all problem categories. Service level objectives and Agreements shall be: • Respond to all service calls. • Resolve issues as accurately as possible within the following timeframes (Includes response time, travel time {if applicable}, resolution time): o Level 1 (Urgent) – 4 Business Hours o Level 2 (High) – 8 Business Hours o Level 3 (Medium) – 2 business days o Level 4 (Low) – 10 business days • Close (with confirmation) 95% of Levels 1-2 priority issues, 80% Level 3 priority, and 75% Level 4 priority issues within specified timeframes excluding issues requiring Contractor repair or resolution. • Track and report closure times for all issues requiring Contractor repair or resolution. • The time to complete change requests from request to fulfillment and operability shall not exceed the Service Level • For purposes of this Service Level, Change Management includes but is not limited to inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates Problems shall be reported to the Contractor Support Help Desk and shall be recorded for tracking and management. Priority definitions include but not limited to: • **Level 1** – Application or Service is inaccessible (i.e., network is down), Kiosk is down and inaccessible, administrative information is incorrect and preventing service. • **Level 2** – Application or Service is intermittently inaccessible, administrative information is incorrect causing intermittent service, and/or logon/password requires resetting or reissue, change requests that affect service or access to the Kiosk or network, network diagnostics critical to service.

	• **Level 3** - Question or information requests, change requests that do not affect service or access to the Kiosk or network, inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates. • **Level 4** – Cosmetic or other deficiencies that do not negatively affect or slow down service and/or access to the kiosk and/or network. Level 4 priority items shall be escalated to Level 3 priority after 10 business days. Based on the priority and aging of problems reported, support shall be escalated within the Contractor hierarchy for all problems not resolved within 5 business days. The Contractor shall identify the escalation process and individuals. **Note**: Services shall have availability equal to or greater than the Service Level
Service Measurement	Percent resolution within Service Level timeframes and timeliness for Change Management.
Metric Description	• The percent of problems assigned and resolved by priority within agreed service level Agreements. • Timeliness for Change Management Services is defined as the time (business hours/days) required to successfully receive, process, and implement a change to the access control list, installed rule base, network diagnostics, equipment service, and software and/or configuration updates.
Metric Inclusions	• All reported problem tickets • Agency configurations ❖ Actions included: ○ Time required to complete a change request from receipt to operability ○ Time required to update the installed rule base or administration/access control list updates ○ Time required to perform network diagnostics [to trouble-shoot] ○ Time required to perform equipment service ○ Time required to implement software updates ○ Time required to implement configuration updates
Metric Exclusions	• For Trouble Tickets: None • For Change Management: ❖ Orders for new services requiring purchase of hardware or software ❖ Exclusion Time: ○ None – the time required for change approval and scheduling shall be considered part of the metric measurement and service level time.
Minimum Service Level	• Level 1 (Urgent) – 4 business hours • Level 2 (High) – 8 business hours • Level 3 (Medium) – 2 business days • Level 4 (Low) – 10 business days
Reports and Reporting Format/s	Agency must be able to create reports: Report Elements: Header to include Target SL, Minimum SL, Total Number of Changes, Total Number of Changes that Missed the Target Service Level, Total Number of Changes that Missed the Minimum Service Level; Detail for changes that exceeded three days to include Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Minimum SL achieved [Yes/No], Target SL achieved [Yes/No]; Sorted by Device Type Detailed Exclusion Report: Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Reason for Exclusion; Sorted by Device Type; Summarized by a Count of Excluded Changes
Measurement Window	Monthly
Service Level Reporting	Statistics shall be provided each month within five [5] business days after the end of the month

Window	measured

CREDITS	
Credit	The Agency affected shall receive credit if the Contractor fails to meet the minimum service level commitments. That credit shall be payable to the Agency within 30 business days of the date of the monthly service level report. The credit is assessed on a per Facility/Location basis when the Contractor fails to meet minimum service level commitments for System Infrastructure and Services Availability or Network Infrastructure and Services Availability or for both as follows: 1. Minimum Service Level Commitment not met per Facility/Location for 4 days or less in a Month – WARNING 2. Minimum Service Level Commitment not met for more than 5 days in a Month - $4,000 per occurrence (facility/location) up to a maximum of $40,000 per month (for all Facility/Locations).
Liquidated Damages	
Chronic/Systemic	If chronic or systemic problems persist in failure to meet minimum standard for three or more consecutive months, the Contractor shall be required to develop a corrective action plan to resolve the problems, agreed to by the affected Agency. Failure to develop a corrective action plan to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the affected Agency's exercise of other available options, up to and including termination of the contract.

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COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: A-16489

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health
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 **SENECA FAMILY OF AGENCIES** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)
"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

"DHCS" means the California Department of Health Care Services.

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II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Outpatient Mental Health Services, Mobile Crisis Support Team services, Wraparound, Mental Health Intensive Services Care, and Family Partner services.**

III. EXHIBITS

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

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

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

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V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **July 1, 2023** and shall remain in effect until **June 30, 2024**.

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

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involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement 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;

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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 XI 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

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1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

VIII. PROGRAM INTEGRITY

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;

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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.

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

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A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

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.

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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.

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.

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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:

   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).

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2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

H. Physician Inventive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

   a. Complete written description of event including outcome;

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

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

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

B. 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;

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).)

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2. Language and Format

    a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

    b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

    c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

        i. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

    d. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

    e. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

    f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

3. Beneficiary Informing Materials

    a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:

        i. Guide to Medi-Cal Mental Health Services

        ii. COUNTY Beneficiary Handbook (BHIN 22-060)

        iii. Provider Directory

        iv. Advance Health Care Directive Form (required for adult clients only)

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v. Notice of Language Assistance Services available upon request at no cost to the client

vi. Language Taglines

vii. Grievance/Appeal Process and Form

viii. Notice of Privacy Practices

ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

c. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

d. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.

e. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

f. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:

i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
ii. Mails a printed copy of the information upon the client's request to the client's mailing address;
iii. Provides the information by email after obtaining the client's agreement to receive the information by email;
iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

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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

1. 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.

2. 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.
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,

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CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XIV. INDEMNIFICATION

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

XV. INSURANCE

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

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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 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.

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

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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, 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 III (A), for services rendered on or after the

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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 IV.

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, and audits.

XVII. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

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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).

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

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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.
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

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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.

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.

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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 employees assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XXI. INDEPENDENT CONTRACTOR

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

XXII. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling

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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.

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.

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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.

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:

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COUNTY OF MONTEREY	**CONTRACTOR**
Katy Eckert, MBA. Behavioral Health Director 1270 Natividad Road Salinas, CA 93906 (831) 755-4509	Leticia Galyean President/Chief Executive Officer 8945 Golf Links Road Oakland, CA 94605 (510) 760-6858 (510) 317-1426

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: DocuSigned by: Shane Ebon Strong 6624564F383643C...
County Counsel

Date: 1/16/2024 | 10:16 AM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 1/16/2024 | 3:01 PM PST

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR
SENECA FAMILY OF AGENCIES

_____
CONTRACTOR's Business Name*

By: DocuSigned by: Leticia Galyean AB03154D78B3438...
(Signature of Chair, President, or Vice-President)*

Leticia Galyean President and CEO
Name and Title

Date: 1/4/2024 | 12:05 PM PST

By: DocuSigned by: Scott Osborn D132B11507B6402...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Scott Osborn Chief Operating Officer
Name and Title

Date: 1/9/2024 | 11:42 AM PST

County Board of Supervisors' Agreement Number: _____.

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

[2]Approval by Auditor-Controller is required

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

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EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies
8945 Golf Links Road
Oakland, CA 94605
510-520-0943

Seneca Family of Agencies
124 River Road
Salinas, CA 93908
831-455-4710

II. PROGRAM GOALS AND OBJECTIVES

PROGRAM 1: D'ARRIGO OUTPATIENT

A. PROGRAM NARRATIVE

The D'Arrigo Outpatient program provides outpatient Mental Health Services, Medication Support and Case Management to eligible children, youth and their families who require outpatient services; and Crisis services for infrequent situations where child/youth is in a foster care home and requires Crisis services for stabilization in the home. Services will promote the mental health of children whose social and emotional well-being has been negatively impacted by loss and trauma associated with poor family functioning, abuse, neglect, domestic violence, parental incarceration and parental substance abuse. The program specializes in serving foster care, adoption care, and adoption preservation and will use their expertise in permanency, development, attachment and trauma to support the well-being of the entire family.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

B. PROGRAM GOALS

1. Improve the child's overall functioning within his/her family, school, peer group and community; and reduce the incidence and risk of mental health disabilities.
2. Improve family member's mental health and well-being to improve the child's mental health functioning through the provision of collateral, group, individual and/or family therapy.
3. Reduce the possibility of future residential care, periodic inpatient hospitalization, placement at out of state facilities, or placement in a juvenile justice facility.

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C. PROGRAM OBJECTIVES

1. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of 150 children, youth and families using the "FSP" model.
    a. Utilize a holistic approach that is child centered and family focused.
    b. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
    c. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
    d. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
    e. Services will be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
    f. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
    g. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department.
    h. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.

2. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
    a. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
    b. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.

3. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
    a. Racial Equity Goal - Reach target level of Latino engagement of 75% or above.
    b. Geographic Equity Goal - Reach target level of South County engagement of 20% or above.

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D. OUTCOME OBJECTIVES

1. 90% of clients will discharge with their treatment goals met or partially met.
   - Data Source: Avatar Electronic Health Record (EHR)
2. Clients will demonstrate improved use of strength and positive coping skills.
   - Data Source: CANS
3. Reduce the level of functional impairment of child or youth.
   - Data Source: Avatar EHR and administrating pre and post-tests
4. Reduce the volume and level of parental stress.
   - Data Source: Administrating pre and post-tests

E. TREATMENT SERVICES

1. Mode of Service: Outpatient
Outpatient Mental Health Services, Medication Support, Crisis Intervention, and Case Management services delivered in clinic, home and community settings, as indicated. Medication Support is offered in person or via telepsychiatry.

2. Delivery Sites
- 124 River Road Salinas, CA 93908
- 1180 Broadway St. King City, CA 93930

3. Hours of Operation
The clinic will operate five (5) days per week, Monday – Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child/youth and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

F. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM IV diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support beyond two visits per month, and IHBS requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The

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contracted duration of the treatment is limited to six (6) months; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

G. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

H. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the 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: http://www.dmh.ca.gov/medccc/library.asp

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/Eligibitity/Login.asp 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 Director of Behavioral Health has approved for these services in writing.

I. REPORTING REQUIREMENTS

1. 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.
2. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
3. Report on each Outcome Objective in Section D.

J. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy.D.
Behavioral Health Services Manager, Children Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B Salinas, CA 93901
(831-755-8430

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PROGRAM 2: EARLY CHILDHOOD TREATMENT

A. PROGRAM NARRATIVE

The Early Childhood Treatment program provides outpatient Mental Health Services, Medication Support, and Case Management, as needed, to infants and children from birth to 5 years of age, and their families (including older siblings that present with mental health needs that are not being provided for through other County Programs). Mental Health Services include individual, family or group therapies and interventions that are designed to provide reduction of mental disability, and improvement and maintenance of functioning consistent with the goals of learning, development, future independent living and enhanced self-sufficiency. Program services are for children that have not experienced pre-natal substance exposure or other in-utero genetic challenges. The focus of the program will be to serve infants and young children who are exhibiting early signs of attachment disruption, poor attunement with their caregivers, and exhibiting trauma symptoms and related behavioral dysregulation. Such services will improve the early attachment relationship, resolve trauma experiences for children as well as the impact of trauma on a child and his/her family, and reduce mental health symptoms.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

B. PROGRAM GOALS

1. Improve the child's overall functioning, support the child's parent/caregiver, improve the family's well-being, and address specific attachment relationship and mental health issues that impact the life of the child and his or her family.
2. Reduce parental and/or familial stress with the parent skills development in evidence informed reflective parenting.
3. Support and empower the child's parent(s)/caregiver(s) by providing knowledge, skills, and strategies to provide effective parental support, including knowledge, skills, and strategies related to the experience of loss and trauma, to in turn improve the child's mental health functioning.

C. PROGRAM OBJECTIVES

1. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of thirty (30) children, youth and families using the "FSP" model.
    a. Utilize a holistic approach that is child centered and family focused.

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b. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
c. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
d. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
e. Services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
f. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
g. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department
h. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.

2. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
    a. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
    b. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.

3. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
    a. Racial Equity Goal - Reach target level of Latino engagement of 75% or above.
    b. Geographic Equity Goal - Reach target level of South County engagement of 20% or above.

D. OUTCOMES OBJECTIVES

1. 90% of clients will discharge with their treatment goals met or partially met.
    - Data Source: Avatar Electronic Health Record (HER)

2. Clients will demonstrate improved use of strength and positive coping skills.
    - Data Source: CANS

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3. Improve the child's functioning within his/her family, pre-school, peer group and community.
   - Data Source: Pre and post-tests and CANS domains scores for children age 0-5.
4. Reduce the volume and level of parental stress.
   - Data Source: Pre and post-tests and CANS domains scores for family needs and strengths.

E. TREATMENT SERVICES

1. **Mode of Service:** Outpatient
   Outpatient Mental Health Services, Medication Support, Case Management, and Crisis services delivered in clinic, home and community settings, as indicated.
2. **Delivery Sites**
   - 124 River Road Salinas, CA 93908
   - 1180 Broadway St. King City, CA 93930
3. **Hours of Operation**
   The clinic will operate five (5) days per week, Monday – Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

F. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational, or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM IV (DSM-V starting in October 2015) diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support beyond two visits per month, and IHBS requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The contracted duration of the treatment is limited to twelve (12) months; any extension requires consultation with the MCBH Health Case Manager and approval of the Contract Monitor.

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G. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

H. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the 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: http://www.dmh.ca.gov/medccc/library.asp

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/Eligibitity/Login.asp 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 Director of Behavioral Health has approved for these services in writing.

I. REPORTING REQUIREMENTS

1. 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.
2. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as an FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
3. Report on each Outcome Objective in Section D.

J. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy.D.
Behavioral Health Services Manager, Children Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B Salinas, CA 93901
(831-755-8430

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PROGRAM 3: MOBILE CRISIS SUPPORT TEAM

A. PROGRAM NARRATIVE

The Mobile Crisis Support Team (MCST) provides community-based mental health crisis response, triage, and stabilization to children and youth up to 21 years of age, and their family who are experiencing immediate acute mental health crisis. The MCST will triage crisis calls placed to a support line and travel in Monterey County communities to provide risk/safety assessment and crisis intervention; collaborate with existing treatment team members; provide linkage for youth and families in need of further mental health services, coordinate with emergency response; and provide follow up services. The clinical threshold for crisis may include aggressive behaviors; suicide attempts/ideation; drug and alcohol overdose or abuse; disruptive symptoms related to thought, mood and anxiety disorders; escalating behavior(s) and, without immediate intervention, the individual is likely to require a higher intensity of services. It may also present as an overt change in functioning or be prompted by traumatic life events. The MCST provides 24 hours, 7 days a week immediate mental health crisis service.

The MCST program is partially funded by a COUNTY awarded Investment in Mental Health Wellness Grant Program for Children and Youth ("CY Grant Program") of the California Health Facilities Financing Authority (CHFFA) to develop and implement a MCST program for the grant period May 30, 2019 through June 30, 2026.

B. PROGRAM GOALS

Provide immediate crisis support and intervention to children and youth with psychiatric emergencies to:

1. Divert psychiatric crises before major impacts on their safety and stability occur.
2. Reduce the volume and frequency of other more restrictive (and less appropriate) services, including inpatient hospitalizations or law enforcement involvement.
3. Increase access to youth-specific crisis support that will effectively address the behavioral needs of youth and families in their communities.

C. PROGRAM OBJECTIVES

1. CONTRACTOR shall provide access to a 24-hours a day, 7 days a week support line for youth and family in crisis. Crisis calls received through the support line are triaged to determine the level of severity and prioritize calls that meet the clinical threshold required for an in-person response available 24 hours a day, 7 days a week.
2. CONTRACTOR shall provide two (2) MCST teams. Each team consist of four (4) staff comprised of one (1) Lead master's level Clinician, two (2) Crisis Clinicians, and one (1) Family Partner and one (1) Peer Partner both serving the entire program with a flexible schedule to meet caregiver needs:

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a. **Lead Clinician:** A licensed registered master's-level staff who responds to mobile response calls. The Lead Clinician provides shift management, assigns teams to respond to calls, and ensures documentation and follow-up occurs.
b. **Crisis Clinician:** A registered master's-level staff who will triage support line calls, provide in person response to crisis situations, and provide follow-up services for youth and families. Half of the MCST clinicians will be bilingual staff.
c. **Family Partner:** A highly trained staff who has lived experience navigating the behavioral health system and focused on providing support to the family. The Family Partner responds to mobile response calls, providing assistance in intake, assessment, and collaboration, support to child and family members, and follow-up services for youth and families.
d. **Peer Partner:** A highly trained staff who has lived experience navigating the behavioral health system and focused on providing peer support to the child/youth. The Peer Partner responds to mobile response calls, providing assistance in intake, assessment, and collaboration, support to child and family members, and follow-up services for youth and families.

3. The MCST will respond in-person, face-to-face within 1-3 hours in extenuating circumstances for urgent needs, or same-day response within 24 hours of nonurgent situations.

4. After hour phone calls will be connected with the CONTRACTOR'S Rapid Response, an Administrator On-Call from the MCST on-call staffing pool, who will assess the severity of the crisis, attempt to stabilize the situation through phone-based counseling and coaching, contact emergency response personnel if there are immediate safety risks, and create a plan for both safety and follow-up with the family. Rapid Response will then write a call summary and forward to MCST staff to facilitate a follow-up call or visit the next morning when the program formally opens again.

5. The MCST shall respond to crisis emergency calls and provide in-person community-based crisis support services, intervention, and stabilization, risk/safety assessment, and case management. The MCST staff does not transport clients and will coordinate transportation as appropriate.
    a. **Crisis Intervention:** Therapeutic interventions are provided to engage the youth and family in a safety and risk assessment. MCST staff will complete a Crisis Assessment Tool and short-term safety plan with the youth and family. If further emergency psychiatric treatment is needed, the MCST will work with the caregivers to develop a plan for immediate referral to emergency psychiatric services in the community. The MCST will work closely with youth, family, teacher, police, paramedics, and/or psychiatric emergency staff when necessary to assist with the referral process for a smooth transition to acute psychiatric care. In the event of an acute mental health crisis, the MCST may assess clients for a WIC 5150/5585 hold or contact the local law enforcement to assess clients for a WIC 5150/5585 hold.

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b. **Case Management:** The MCST may make a referral to a community provider and/or work with existing treatment team members to ensure linkage to needed services. Services may be provided by a Crisis Clinician or a Family Partner. Services may be provided during a crisis.
c. **Assessment:** An Assessment may be provided to the youth during follow up services to assist the youth in further understanding the feelings, behaviors and triggers linked to the crisis. The intent of this service is to have a MCST staff contact the client's support systems (guardian, social workers, therapist, teacher, psychiatrist, etc.) to work together on the best ways to improve or maintain the mental health status of the youth. Services may be provided by a Crisis clinician or a Family Partner. Services may be provided during a crisis.
d. **Mental Health Rehabilitation**: A service activity that includes, but is not limited to, assistance improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming, and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
e. **Collateral**: A service activity involving a significant support person in the beneficiary's life for the purpose of addressing the mental health needs of the beneficiary in terms of achieving goals of the beneficiary's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client; consultation and training of the significant support person(s) to assist in better understanding of mental illness; and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.
f. **Intensive Care Coordination (ICC)**: ICC is similar to the activities that are routinely provided to our clients as Case Management. ICC must be delivered using a Child/Youth/Client and Family Team to develop and guide the planning and service delivery process. The difference between this service code and traditional Case Management is that ICC must be used to facilitate implementation of the cross-system/multi-agency collaborative services approach. ICC also differs from Case Management in that it typically requires more frequent and active participation by the ICC Coordinator to ensure that the needs of the child/youth are being met.

6. CONTRACTOR shall communicate with COUNTY Child Welfare or Probation on direct referrals for system involved youth received from the State Family Urgent Response (FURS) hotline to ensure immediate in-person trauma-informed support during situations of instability, for purposes of preserving the relationship of the caregiver and child/youth, providing developmentally appropriate relationship conflict management and resolution skills, stabilizing the living situation, mitigating the distress of the caregiver or child or youth, connecting the caregiver and child or youth to the existing array of local services, and promoting a healthy and healing environment for children, youth, and families (foster youth and former foster youth)

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7. CONTRACTOR shall ensure minimum staffing levels are maintained, and supervision is provided to all MCST staff, licensed and unlicensed, in accordance with the State Licensure Board. CONTRACTOR shall notify the COUNTY of any staff changes. Any changes in the staffing detail will require prior written approval of the COUNTY.
8. The MCST shall coordinate care planning efforts with COUNTY for existing Monterey County Behavioral Health child and family clients to provide the least restrictive interventions needed for each situation and ensure client and families receive comprehensive and consistent care and the necessary services to maintain stabilization.
9. If the MCST determines the individual in crisis meets the California Welfare and Institutions Code Section 5150/5585 for an involuntary psychiatric hold, the MCST on duty will complete the 5150/5585 documentation. If an individual is placed on an involuntary psychiatric hold by either the MSCT or a responding peace officer, the individual will be transported by peace officer or ambulance.
10. The MCST shall provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS.
11. The MCST shall conduct follow up services that may include necessary safety planning and education to individuals and family; assessment, case management for linkage to appropriate services; and supports, and community resources for youth and families in need of further mental health services in the field to aide in prevention of a future crisis and address unnecessary emergency department visits and inpatient hospitalizations.
12. The MCST shall accept referrals from COUNTY agencies including Behavioral Health, Child Welfare, and Juvenile Probation, and conduct intake appointments, and follow-up meetings with families. CONTRACTOR shall contact new referrals for follow-up services within 24-hours of notification.
13. The MCST shall provide strength-based, individualized services that consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
14. The MCST shall provide culturally and linguistically appropriate services for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
15. The MCST shall participate in a Child and Family Team (CFT) meeting for children and youth in the child welfare or probation system to review goals and strategies to achieve, case planning, placement determination, emancipation planning and/or safety planning as needed.

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16. The MCST shall open and close episodes in the Avatar Electronic Health Record, and document admission, CSI, diagnosis, discharges, and mobile response call log data.

17. The MCST shall complete services and discharge clients within thirty (30) calendar days. Any exceptions shall be made in coordination with the clinical supervisor and document clinical justification. CONTRACTOR shall discharge clients from MCST program if one or more of the following situations occur:
    a. The goals of the Individualized Stabilization Plan are met, and client is no longer in need of crisis stabilization.
    b. Client has no had contact with CONTRACTOR staff for over fourteen (14) of days, and staff has documented a minimum of three (3) attempts to contact the client, including phone calls, field visits to last known address, and/or letters indicating attempts to engage in services prior to closure. Client episode must be closed in Avatar within seventeen (17) business days without contact.

18. CONTRACTOR shall comply with all provisions of the CHFFA Grant Program and FURS requirements in the delivery of MCST program services.

D. TREATMENT SERVICES

1. **Mode of Service:** Outpatient
   Crisis Intervention, Assessment, Case Management, Mental Health Rehabilitation, Collateral, and Intensive Care Coordination.

2. **Delivery Sites**
   - 124 River Road Salinas, CA 93908
   - 1180 Broadway St. King City, CA 93930

   Services may be provided in a variety of settings, including home, school, and community as needed.

3. **Hours of Operation**
   a. Support line is accessible 24 hours a day, 7 days a week, including holidays
   b. At least one team will be available for in-person response 24 hours a day, 7 days a week.

The MCST shall also provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS

E. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County children and youth up to 21 years of age. The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Initial response, triage, and stabilization services will be provided to all referrals that are appropriate regardless

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of Medi-Cal eligibility. Any additional or follow-up services provided to non Medi-Cal eligible children or non-minor dependents up to age 18 will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health or designee has approved for these services in writing.

F. OUTCOME OBJECTIVES

Data collection shall be ongoing and reported on an annual basis per the CHFFA CY Grant Program requirements defined under Section 7328(d). Data for the annual reports to CHFFA are due September 30 each year for the reporting period January 1 – December 31:

1. Number of mobile crisis support vehicles, personnel, and teams implemented and currently in operation.
2. Types of services provided during the reporting period to the target population, including individuals eligible for Medi-Cal, individuals eligible for county health and mental health services, and any other populations affected.
3. Total number of non-duplicated clients served during the reporting period.
4. Percentage of clients who receive a crisis service who, within 15 days, and within 30 days, return for crisis services at a hospital emergency department, psychiatric hospital, detainment centers, juvenile hall, or jail.
5. Reduction in average disposition time for visits to emergency rooms and local hospitals.
6. Reduction in hospital emergency room and psychiatric inpatient utilization.
7. Reduction in law enforcement time spent on mental health crisis calls, contacts, custodies and/or transports for assessment.
8. Facility utilization, during the reporting period, such as number of referrals and referral source.
9. Satisfaction rate of the client and/or their guardian(s) with the crisis services the client received.
10. Value of the program, such as, mitigation of costs to the county, law enforcement, and/or hospitals.

G. REPORTING REQUIREMENTS

CONTRACTOR shall:

1. Report on Section F. Outcomes Objectives identified as responsible party on a quarterly basis.
2. Collect and report Family Urgent Response System (FURS) data as required by CDSS and County.
3. Collect and report data as required by CHFFA and County.

H. LEASE OF COUNTY VEHICLES FOR MCST SERVICES

1. **General:**
    a. COUNTY leases to CONTRACTOR, beginning on the date of this Agreement through the end of the term of this Agreement two (2) COUNTY-owned vehicles.

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b. COUNTY is the registered owner and lessor of the Vehicles and is responsible for the cost of registration, and CONTRACTOR is the lessee of the Vehicles and is responsible for the cost of fuel and lost or stolen keys.
c. Upon expiration or termination of this Agreement, the lease of the Vehicles to CONTRACTOR shall immediately terminate and CONTRACTOR shall surrender the Vehicles to COUNTY to the location specified by COUNTY.
d. COUNTY vehicles/equipment shall only be used for official COUNTY business.
e. COUNTY vehicles/equipment operated for COUNTY business shall be operated in accordance with all safety and legal requirements of the County, State and any other jurisdiction in which they are operated.

2. **COUNTY responsibilities:**
   a. Be responsible for procuring, maintaining and disposing of vehicles leased by contracted providers, in partnership with Fleet Management.
   b. Ensure vehicle evaluation in collaboration with Fleet Management, determine the most economical replacement dates.
   c. Ensure maintenance of COUNTY vehicles is provided in collaboration with Fleet Management in a manner which will best service the interest of the COUNTY. The COUNTY will assume the cost of keeping leased vehicles(s) in good running order, making repairs and replacing all vehicle components necessary due to normal wear and operation. Repairs necessary due to improper maintenance, negligence, carelessness or abuse may be charged to the contracted agency to which the vehicles(s) is assigned.
   d. Will notify contractor within ninety (90) calendar days of the expiration date (based on the term of the contract) for existing lease agreement. If lease is not renewed, the vehicle(s) must be returned to the COUNTY by the expiration date.

3. **CONTRACTOR responsibilities:**
   a. Assume all risk of loss for use of the vehicle(s) in the provision of MCST services.
   b. Procure and maintain at its own expense, liability and casualty insurance coverage for the vehicle(s) within policy limits. CONTRACTOR shall not use vehicle(s) unless and until the COUNTY is provided with certificates of insurance to the COUNTY's satisfaction evidencing appropriate coverage.
   c. Limit use of the vehicles to employees with a valid California driver's license.
   d. CONTRACTOR shall ensure that drivers meet and comply with; CONTRACTOR'S standards for drivers, possess a current valid driver's license, are in good standing with the California Department of Motor Vehicles, and shall provide verification upon request by the COUNTY.
   e. Ensure all contracted personnel designated to drive the leased vehicle attend a defensive driving class.

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f. Shall maintain a current driver's mileage log for all employees utilizing leased vehicles for each use. Mileage log shall include date, time and name of driver, and actual mileage usage.
g. Perform advance and annual driving record screenings of all drivers. No driver with a ticket for reckless driving, driving under the influence, or record of 2 or more points shall be permitted to operate the vehicle(s).
h. Prohibit employees from operating a COUNTY vehicle with any measurable amount of alcohol or illegal substance(s) in the employee's blood stream. Violation of this policy is grounds for disciplinary action as deemed appropriate.
i. Do not paint or otherwise modify the vehicles in any way without the advance written consent of the COUNTY. The COUNTY may inspect the vehicles at any time upon 24-hour notice to contractor.
j. Do not allow smoking in the vehicle(s). This includes electronic smoking devices or paraphernalia.
k. Do not allow consumption of food or drink in the vehicle(s). CONTRACTOR shall maintain general cleanliness of the interior and exterior of the vehicles.
l. Obey Federal, State or local traffic laws and ordinances at all times. Ensure all drivers and passengers are provided with and are utilizing seat belts. Traffic and parking citations issued to an employee while using a COUNTY vehicle are the sole responsibility of the employee involved. If the employee cannot be identified, then the appointing authority of the contractor shall be responsible.
m. Report all mechanical defects to the COUNTY immediately. The driver of a leased vehicle used on COUNTY business must be satisfied that the vehicle is in good operating condition before embarking on a trip. The following items are to be checked by the driver prior to the use of any leased vehicles: brakes, lights, fuel, horn, rear view mirrors, steering, tires and windshield wipers.
n. Bring the vehicles to COUNTY maintenance facilities according to the COUNTY Vehicle Service Schedule for repair, maintenance or inspections. Costs of repairing damage to County vehicles resulting from negligence, abuse or willful misconduct by the employee having custody of the vehicle will be recoverable from the contractor.
o. Do not install any article of personal property in or on the vehicle without prior approval of the COUNTY. Do not "personalize" a COUNTY vehicle, either by maintaining an excessive number of personal belongings in the vehicle or by modifying the cosmetics or mechanical systems of the vehicle in any way.
p. Prohibit employees from removing County vehicle decals, seals, or any vehicle identification.
q. Only use appropriate fuel in leased vehicles. Contractor will assume the cost of gasoline.

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r. CONTRACTOR shall ensure that vehicles are parked and stored in a secure setting when not in use for mental health services at the location specified by the COUNTY in its sole discretion.

s. CONTRACTOR'S use of the Vehicles shall be limited to providing official MCST services only. Only CONTRACTOR'S designated personnel shall be allowed to operate and use the vehicles. Leased vehicle(s) shall not be used to transport any passengers other than authorized employees on official County business. No personal use of the vehicles by CONTRACTOR is allowed. CONTRACTOR shall be subject to and shall follow the County of Monterey Vehicle Use Policy available at https://countyofmonterey.sharepoint.com/sites/Infonet/Policies/Board%20Policies/Vehicle%20Use.pdf#search=county%20vehicle%20use%20policy,as amended from time to time by COUNTY without need for notice to CONTRACTOR, and CONTRACTOR shall provide a copy to its personnel using Vehicles.

t. CONTRACTOR shall report any accident involving any leased vehicle to their appropriate insurance carrier(s). Contractor shall notify the COUNTY Contract Monitor by completing County accident/incident report within 24 hours of the accident. If there is damage to the vehicle, other property damage, or injury to any party, the CONTRACTOR is responsible to file a claim with their insurance carrier and have the vehicle repaired. Completion of vehicle repair, including all invoices shall be filed with the COUNTY within 30 days of repair.

u. If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

I. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract and program implementation; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

J. DESIGNATED CONTRACT MONITOR

Relindis Lorie Diaz, MS, LMFT, IFECMHS, RPFII
Behavioral Health Services Manager II
County of Monterey Children's Behavioral Health, Early Childhood Services Team
951-B Blanco Circle Salinas, CA 93901
(831)784-2113

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PROGRAM 4: WRAPAROUND

A. PROGRAM NARRATIVE

The Wraparound program provides flexible, family-centered, and highly individualized Specialty Mental Health Services and supports for eligible youth and their families involved with foster care, juvenile justice, or children's behavioral health. Wraparound services are designed to enhance permanency and promote the mental health and wellbeing of youth whose social and emotional well-being has been negatively impacted by loss and trauma associated with low family functioning, disrupted attachment, abuse, neglect, exposure to violence, parental incarceration, and parental substance abuse. The program supports the family in identifying their short- and long-term objectives, building a network of natural supports, and facilitating meetings that create accountable action towards treatment goals and family aspirations. Within the Wraparound program clients are provided assessment, intensive care coordination, intensive home-based services, rehabilitation, individual and, family, crisis prevention and response and referrals to clinical services as appropriate.

B. PROGRAM GOALS

1. Youth will *experience increased social supports and community integration* by increasing the number of identified and engaged family members as well as other adult supports in the youth's life, as measured by an increase in family team participants and adult connections from baseline to program graduation.
2. Youth and families will move toward *achievement of family- and team-defined goals*, as measured by treatment goal progress, Wraparound action plan progress, placement stability while enrolled, and status at discharge.
3. Youth will experience *improved behavioral and emotional adjustment and mental health outcomes* in multiple domains, as measured by improved scores in relevant CANS domains, including behavioral and emotional needs, risk behaviors, individual strengths, and life domain functioning.
4. Youth and families will report *satisfaction with Wraparound* as measured by their indicating agreement on Client and Caregiver Perception Surveys.
5. Wraparound will demonstrate *adherence to CDSS-defined Wraparound standards* as measured by the Wraparound Fidelity Index.

C. PROGRAM OBJECTIVES

1. CONTRACTOR shall provide Specialty Mental Health Services to eligible youth and families referred by COUNTY using CONTRACTOR'S innovative Wraparound model, approved by the California Department of Social Services.
2. CONTRACTOR shall provide a Wraparound team composed of a master's-level care coordinator and bachelor's-level support counselors to provide assessment, plan development, intensive care coordination, intensive home-based services, rehabilitation, individual therapy, family therapy, family group counseling, group

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rehabilitation/counseling, collateral group counseling, and crisis prevention and response.

3. Five Wraparound teams will provide Tier 1 Wraparound services to a caseload of six families. One additional team will hold a flexible caseload consisting of zero to four families receiving Tier 1 Wraparound services, and zero to two families receiving Tier 2 high-intensity Wraparound services. This specialized team, designed to serve the County's highest-needs youth at risk of hospitalization or Short-Term Residential Therapeutic Program (STRTP) placement, will have the capacity to provide Tier 2 high-intensity Wraparound services to up to two youth at any given time.

4. All Wraparound services and supports across both tiers shall reflect the following service components:
    a. Services are provided in a manner consistent with the ten principles of the National Wraparound Institute.
    b. Utilize a holistic approach that is youth-driven and family-focused.
    c. Provide assessment, plan development, Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation, individual therapy, family therapy, family group counseling, group rehabilitation/counseling, collateral group counseling, and Crisis Intervention.
    d. Services are provided at a location and time that is convenient for the individual and family to the extent possible, and consistent with organizational capacity. Staff will travel up to 90 miles from their home office to work with youth and families in the community.
    e. Services are provided in the family's preferred language. Seneca shall provide translation and interpretation services as needed.
    f. Clinical staff assignment shall be based upon the needs and preferences of the youth and their family.
    g. Services shall be provided using clinically appropriate treatment modalities as authorized and directed by the COUNTY and provided in a timely manner.
    h. Services shall address issues specific to foster care and permanence in order to improve the youth's stability, permanence, and mental wellbeing.
    i. Services shall be coordinated with COUNTY agencies including the Department of Social Services (DSS), the Health Department (HD), and the Juvenile Probation Department (JPD).
    j. Services shall be provided in alignment with the initial and updated treatment plans. Youth progress shall be regularly re-evaluated and additional services may be authorized based upon documented medical necessity.

5. CONTRACTOR shall provide services as long as necessary to accomplish the youth and family goals, and as authorized by the COUNTY. Wraparound services last an average of 10 months.

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D. OUTCOME OBJECTIVES

1. Accept and enroll 100% of children and youth referred by the COUNTY.
2. Initiate intake and engagement processes for 95% of enrolled families within 24 business hours of receiving a referral from the County.
3. Hold a first face-to-face meeting for 95% of enrolled families within 20 days of receiving a referral from the County.
4. Complete the initial comprehensive assessment, including the CANS assessment if applicable, for 95% of enrolled families within 60 days of the initial face-to-face contact with the family.
5. At least 95% of Wraparound-enrolled youth will conclude services within 18 months.
6. At discharge, at least 75% of Wraparound-enrolled youth who were either placed in or at risk of placement in group home care at intake will be stepped down to or maintained in the least-restrictive, family-like environment.
7. At discharge, at least 75% of Wraparound-enrolled youth with serious emotional or behavioral challenges will have made full or partial progress on their treatment goals.

E. TREATMENT SERVICES

1. **Mode of Service:** Outpatient
   Services inclusive of Assessment, Plan Development, Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation services, Individual Therapy, Family Therapy, Family Group Counseling, Group Rehabilitation/ Counseling, Collateral Group Counseling, and Crisis Intervention.
2. **Program Sites:**
   - 124 River Road, Salinas, CA 93908
   - 1180 Broadway St., King City, CA 93930
3. **Hours of Operation:**
   a. Program operates 7 days per week.
   b. Program sites shall be open from 8:30 AM to 6:00 PM.
   c. Service hours are flexible and adjusted based on client need. Staff may work early in mornings or late in evenings.
   d. Staff remain available to clients for emergency needs on a 24/7 on-call basis.
   e. Services will be provided primarily in the community, such as family homes or client schools, but may also be provided at Program Sites depending on the family's preference.

F. LIMITATION OF SERVICE PER AUTHORIZATION

1. Potential referrals will be screened by the County Interagency Placement Committee (IPC) to ensure that youth meet criteria for admission to the program

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and that family has given preliminary agreement to participate in Wraparound services. Further, COUNTY will ensure that all children and youth referred to the CONTRACTOR meet Medical Necessity criteria through assessment and diagnosis, as described in Title IX, Section 18.30.205 or 1830.210 regulations. If for any reason, the CONTRACTOR believes Medical Necessity has not been established CONTRACTOR retains the right to reject the referral. The COUNTY will provide the CONTRACTOR with copies of clinical assessments and treatment plans, and the CONTRACTOR will maintain those records in a safe and confidential manner consistent with California law and HIPAA regulations. The CONTRACTOR will document all applicable mental health services provided under this contract and in accordance with documentation guidelines as established by Title IX regulations. The CONTRACTOR will provide copies of all clinical notes to the County upon request.

2. Referrals for admission to Wraparound will be initiated by COUNTY.
3. If a child/youth is discharged from the Wraparound program but seeks to re-enroll in services with 7 business days, CONTRACTOR may continue providing services to that child/youth without waiting for authorization by COUNTY. CONTRACTOR shall submit the authorization request to DSS to participate in Wraparound at the next regularly scheduled COUNTY meeting.
4. CONTRACTOR shall ensure one point of contact for all program referrals from the COUNTY to promote ease of access for COUNTY staff.
5. Admission for evaluation and subsequent treatment, if qualified by DSM-V diagnosis and medical necessity or EPSDT criteria, will be the sole authority of Seneca.
6. Primary mental health treatment will remain the responsibility of COUNTY.

I. CASE COODINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

G. TARGET POPULATION

1. Children, youth, and families involved with child welfare or juvenile probation systems who have complex needs requiring intensive, comprehensive, coordinated, highly individualized interventions, as well as linkage to services to ensure safety, permanency, and wellbeing.
2. Specific subpopulations to be served may include:
    a. Families with voluntary (non-Court) child welfare cases
    b. Reunified families whose case closes during service delivery
    c. Legal guardianship cases
    d. Infants and young children ages birth through five
    e. Developmentally delayed children and youth with co-occurring mental health disorders

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f. Pre-adjudicated, juvenile justice involved youth
g. Adopted children and youth

3. Eligibility criteria:
   a. The youth and/or family is experiencing a disturbance in one or more of the following areas: school, community relations, emotional functioning or family relations; and/or:
   b. Intensive service coordination, delivery, and or support is required to assist the family or caretaker in meeting the youth's needs; and
   c. The youth has a family, relative, legal guardian, or other significant person in their life that is open to participating in a strengths-based, family-centered process and resides within close geographic proximity; otherwise, family finding efforts can be used to identify such persons; and
   d. The youth is eligible under California Welfare and Institutions Code (WIC) 300 or 602 (i.e. is a dependent or ward of the Juvenile Court; or
   e. The youth has an open child welfare case (including legal guardianship), adoption aid payments, or juvenile probation petition pending at the time of referral.
   f. For youth not already involved with DSS or JPD, CONTRACTOR will conduct the assessment for medical necessity.

4. CONTRACTOR will collaborate with COUNTY to create a process to serve Behavioral Health youth and families, with complex needs and mental health disorders, such as those discharging from hospitals, with critical Wraparound services, who are not involved with DSS or JPD.

5. The total number of youths who will receive Wraparound services during the year shall not exceed 37. The active capacity for youth receiving Wraparound shall be an average of 34 at a time.

H. FINANCIAL ELIGIBILITY

Monterey County youth who are identified within the population to be served as noted above have full scope Medi-Cal and have been screened and approved by the Interagency Placement Committee. Non Medi-Cal eligible clients, including undocumented or uninsured youth or youth in lockout facilities, who have been screened and approved by the Interagency Placement Committee require pre-authorization by the COUNTY Behavioral Health Director or designee and will be served under the Non-Medi-Cal component. County shall be the payor of last resort.

I. REPORTING REQUIREMENTS

1. CONTRACTOR shall submit progress made on mental health treatment goals as measured by CANS and PSC-35 no later than the last day of the following service month.

2. CONTRACTOR shall collect and report the data on enrolled clients, CFTs, services, and any other information as set forth by the COUNTY as appropriate.

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3. All services are promptly documented by CONTRACTOR in COUNTY Avatar Electronic Health Record system within 72 hours.
4. CONTRACTOR will report on each of the Outcome Objectives described in Section D.

J. MEETING/COMMUNICATIONS

1. CONTRACTOR shall attend regularly scheduled meetings with the COUNTY for the purpose of overseeing implementation of the contract, discussing contract issues, evaluating contract usage and effectiveness, providing updates about client progress, and making recommendations for quality improvements.
2. CONTRACTOR shall attend monthly leadership team meeting with appropriate COUNTY representatives. During program startup, the leadership meeting will occur every two weeks.
3. CONTRACTOR shall attend regular COUNTY Interagency Placement Committee (IPC) meetings to discuss referrals and identify means of maximizing Wraparound slots to most effectively serve youth and families.

K. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy. D.
Behavioral Health Services Manager, Children Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B Salinas, CA 93901
(831-755-8430

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PROGRAM 5: MENTAL HEALTH INTENSIVE SERVICES CARE

A. PROGRAM NARRATIVE

The Mental Health Intensive Services Care Program provides a variety of specialty mental health service support options to ensure that foster children with intensive mental health needs have access to the appropriate level of mental health care services. Several specialty mental health services are part of this program including crisis intervention, Intensive Home-Based Services (IHBS), and Intensive Care Coordination (ICC).

The program allows for home-based care for youth with complex needs. The goal of program is to provide an alternative to residential treatment and to provide shorter-term stabilization for youth with the goal of stepping down to a traditional Intensive Services Foster Care (ISFC) home. Each home has a dedicated resource family parent, an ISFC (Child Welfare Level of Care category) approved resource parent who is also a professional with education and work experience with youth that helps them to understand and respond to the needs of youth placed in their care (e.g. social workers, teachers, nurses, etc.). Mental Health Intensive Services Care homes are intended to be linked directly with supportive community-based services like Wraparound and Mobile Response to prevent placement disruption and to build natural support systems around a youth with intensive needs.

CONRACTOR was selected as the Foster Family Agency (FFA) through a Request for Proposal process to provide clinical oversight and management for mental health services provided to children/youth in need of a Therapeutic Foster Care (TFC) level of service. At present TFC is not made part of this program. Adding TFC back into the program will require an amendment to this Agreement.

B. PROGRAM GOALS

1. Improve functioning and well-being and help the child/youth to remain in community settings, thereby avoiding residential, inpatient, or institutional care.
2. Support comprehensive intervention efforts to ameliorate the child or youth's mental health issues to support successful transition toward stable permanency, through reunification, adoption, or legal guardianship.
3. Provide comprehensive culturally relevant mental health services to treat individuals, and families, experiencing acute and/or ongoing psychological distress that is affecting their relationships and ability to function in their environment.
4. Reduce subjective suffering from serious emotional disorders for children and youth.
5. Coordinate and collaborate in care planning efforts with other child serving agencies and institutions involved in delivering services to the child and family, to insure comprehensive and consistent care.
6. Demonstrate practice and principals of the Integrated Core Practice Model (ICPM) when providing services to child/youth and families.

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C. PROGRAM OBJECTIVES

1. CONTRACTOR will accept referrals according to COUNTY BH guidelines.
    a. Referrals for this level of care will be an outcome of a Child and Family Team (CFT) Meeting.
    b. Youth referred could be part of the following diagnostic spectrum which includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, dual diagnosed mental health, developmental disability or drug and alcohol related diagnosis.

2. CONTRACTOR shall discharge clients from service when they meet the following criteria:
    a. Upon mutual agreement by all members of the CFT that the goals of treatment have been met;
    b. Upon parent or guardian's unilateral decision to terminate treatment;
    c. Upon a good faith determination by the CONTRACTOR that the individual youth cannot be effectively served by the program and will be linked to other appropriate services that meet the needs of the youth; and
    d. Upon transfer out of the COUNTY to another mental health program.

3. CONTRACTOR shall maintain an appropriate training and supervision regime to ensure services are provided and documented appropriately. When TFC services are provided, the services are intended to be a one-to-one service in a foster based home setting. The TFC foster parents will provide services under the supervision of licensed clinical staff from the FFA and will follow all state mandates for TFC care.

4. CONTRACTOR is responsible for the following:
    a. Collaborating and coordinating between and among the SMHS care coordinator and CFT in the development and implementation of the coordinated care plan;
    b. Assessing the child/youth’s progress in meeting plan goals related to provision of services and communicating progress through the CFT;
    c. Providing the provision of Specialty Mental Health Services such as crisis intervention services that may need to be available 24-hours a day, 7 days a week and additional Specialty Mental Health Services within the provider’s scope of practice; and,
    d. Incorporating evidence informed practices in the treatment of the child/youth.

5. The child/youth placed will receive certain Medi-Cal SMHS components operating under the direction of a LPHA or a Licensed Mental Health Professional able to direct services as described below. CONTRACTOR must comply with the mental health documentation requirements prescribed by the County Mental Health Plan and the contract between DHCS and the local mental health plan.

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6. Provide comprehensive culturally relevant mental health services to treat individuals, and families, experiencing acute and/or ongoing psychological distress that is affecting their relationships and ability to function in their environment.

7. Staffing Requirements:
    a. CONTRACTOR's staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific licensure requirements. CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
    b. In addition to licensing requirements, the following additional experience, training and skills will be expected of CONTRACTOR'S staff:
        i. Capability for addressing the diverse levels of client acculturation and bi-culturally.
        ii. Capability to perform effective intervention with abused and neglected youth and their families, including clients involved in the juvenile justice system and clients of African American, Asian and Hispanic cultures.
        iii. Knowledge of multicultural experience, local community resources available to the client population, trauma-informed practice, clinical issues related to child abuse, substance abuse, domestic violence, communication, behavioral management, parenting skills, and parent engagement strategies.
        iv. Knowledge of local community resources available to the client population, including those within ethnic/cultural groups.
        v. Capability to work effectively as part of a multidisciplinary team.
        vi. Use of Treatment Teams and Family Specialists/Partners type staff is highly encouraged.
        vii. Knowledge of crisis management and defined practice model.

8. Cultural & Linguistic Skills
    a. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two threshold languages (English and Spanish).
    b. Staffing shall reflect the percentage of ethnic makeup of the target population.
    c. CONTRACTOR shall have the capability to provide an interpreter for non-English speaking participants as needed.

9. Clinical Supervision
    a. CONTRACTOR will provide consistent, scheduled, and structured clinical supervision integrating principles of reflective practice and evidence-based care and will at a minimum adhere to the following:
        i. Unlicensed staff on licensure track receive supervision in accordance to their licensure board requirements
        ii. Licensed staff receive 1 unit of supervision 2 times/month

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iii. Paraprofessionals and other practitioners receive 1 unit of supervision weekly
iv. 1 unit of supervision = 1 hour of individual or 2 hours of group supervision

b. CONTRACTOR shall maintain a workflow that is manageable for supervisors by attending to the 1:8 ratio of supervisors to supervisees.
c. The numbers of supervisees assigned to a supervisor shall be tied to licensure regulations, level of expertise and experience, years of professional practice, comfort level, complexity and intensity of services, qualifications, etc.
d. CONTRACTOR will ensure that clinical supervisors receive supervision and feedback related to their supervision of direct service staff at minimum monthly.

10. CONTRACTOR will demonstrate and support the values and principles of the ICPM.

11. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services, using the county specific CANS.

D. OUTCOME OBJECTIVES

1. Successful Discharges (Quality)
    a. Target Performance: At least 75% of discharges are successful, as measured by Child and Adolescent Needs and Strengths (CANS) Comprehensive Multisystem Assessment.
    b. Improvement Objective: Increase to at least 75% the number of clients who successfully discharge, as indicated by improvement in CANS score at discharge.
    c. Data Source: CANS

2. Hospital ER and PHF Readmission Reduction (Quality)
    a. Target System Performance: No more than 5% of clients receiving inpatient hospital services are readmitted within 30 days.
    b. Metric: Number and percentage of clients discharging from acute care services who are readmitted within 30 days for any reason.
    c. Improvement Objective: Reduce the percentage of clients receiving inpatient hospital services who are readmitted within 30 days to no more than 5%.
    d. Data Source: EHR to report the number of clients in placement who have been hospitalized.

E. TREATMENT SERVICES

1. **Mode of Service**: Outpatient Services

2. Delivery Sites

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CONTRACTOR shall provide services in a variety of settings, including home, school, and community as needed.

3. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Resource family parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

F. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/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. Mental Health Services require prior authorization in coordination with the CFT. 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. The recommended caseload for this program is one (1) to two (2) cases. Average length of stay will be six (6) months as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated COUNTY staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

G. CLIENT DESCRIPTION/CHARACTERISTICS

1. Diagnostic Spectrum and Functional Impairment of population served:
    a. Program will provide services to clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in community settings, to help clients achieve agreed upon desired outcomes, and to achieve a sense of their own power and ability to positively influence their own lives.
    b. The diagnostic spectrum includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, and dual diagnosis (mental health, developmental disability or drug and alcohol related diagnosis).

H. POPULATION AND FINANCIAL ELIGIBILITY

This current agreement is for twelve (12) eligible Monterey County children/youth up to age 21 years, who have full scope Medi-Cal, are screened through the County IPC,

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and who are County dependents and wards of the Court in need of specialty mental health services.

The target population will be comprised of Dependents and Wards, as defined by Welfare & Institutions Code (W&I) 300, placed by County Child Welfare (CW) and Wards (W&I 602) placed by County Juvenile Probation Department (JPD). The population served include but are not limited to pregnant or parenting; younger youth (below age 12) with severe mental health issues and behaviors; LGBTQ+ Youth; cognitively low functioning with mental health and behavioral issues; and special medical and health care needs.

I. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

J. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

K. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

L. REPORTING REQUIREMENTS

1. CONTRACTOR shall report on the total number of children and youth in the program, including the following metrics:
    a. Age of child/youth
    b. Gender
    c. Ethnicity
    d. Length of stay
    e. Number of CFT meetings attended on a quarterly basis
2. CONTRACTOR shall submit a quarterly report demonstrating performance in the metrics noted in Outcome Objectives above. Report will include run charts that demonstrate monthly performance since effective date of the contract and discussion of improvement activities related to the target performance.
3. CONTRACTOR will submit for review and approval an annual Quality Improvement Plan (QIP) as set forth by the COUNTY. CONTRACTOR will assess performance per above targets, metrics and improvement objectives and address needed improvements in the QIP.CONTRACTOR shall comply with the reporting requirements reflected in Division 5 of the California W&I and Division 1 of Title 9 of the California Code of Regulations (CCR).

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4. When applicable, the CONTRACTOR shall administer assessment tool(s) as part of the COUNTY's program requirement(s); the CONTRACTOR shall collect and report on assessment tool data.
5. 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.

M. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy.D.
Behavioral Health Services Manager, Children Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B Salinas, CA 93901
(831-755-8430

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PROGRAM 6: FAMILY PARTNER

A. PROGRAM NARRATIVE

The Family Partner program provides peer support to family members of clients receiving mental health services. The Family Partner works individually with family members to engage them in the process of mental health services and assists them in achieving their individual/family goals. The Family Partner can also support families in navigating the system of care, building engagement, and provide support to bridge the family and provider's communication. They will perform a wide range of activities to function as a member of the supporting team as well as provide individual support to the parents. Family Partners are employed across multiple programs within the agency. Family Partners have personal caregiver experience of a youth who has been the recipient of child welfare or probation and/or behavioral health services, is experienced and/or interested in working with youth and families, as well as a high school diploma.

B. PROGRAM GOALS

1. Support parents of children and youth that have serious emotional disturbance in identifying goals that promote recovery and resiliency.
2. Improvement in client participation rates in the program due to increased supports to family members.
3. Empower families by assisting in skill-building and instilling hope.
4. Youth and their family members' will feel satisfied with services received.
5. Coordinate and collaborate in care planning efforts with other child serving agencies and institutions involved in delivering services to the child and family, to insure comprehensive and consistent care.

C. PROGRAM OBJECTIVES

1. CONTRACTOR shall provide Family Partners services that may include:
    a. Case management, including linkage and referrals to ensure connection to culturally responsive services and community resources.
    b. Supportive services, including psychoeducation, parenting coaching, emotional support, and validation. These services can be provided in-the-moment during in-field response (e.g., in crisis situations), as follow-up to crisis situations/as-needed, or in regularly scheduled meetings.
    c. Engaging the youth and family's systems of supports and services to help build strong networks and avoid duplicative interventions.
    d. Support family in the process of IEP/504 plan and how to best advocate for their child's educational needs.

2. Referral and Building Alignment
    a. Assign case to Family Partner staff within 48 hours of a referral being received. Within 24 hours of the referral being assigned (36 hours from the time of receipt), staff will initiate contact with the referring multidisciplinary team to schedule a meeting. During this initial phone call

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and/or face-to-face meeting with the Clinician, staff will have consents signed and gather additional details about the referred family, the County's goals in referring to Family Partner program.

b. If a Waiting List for the program is present, these timelines will be discussed, and the team will receive an update when a referral is moved from Waitlist to Pending status.

c. Once the meeting between the Clinician and Family Partner Staff takes place and applicable consents are signed, the referral will be moved to Active Status.

3. Collaborate with the assigned Clinician and multidisciplinary team to develop a specific strategy to provide mental health services to family. A clear process for communication throughout the team with updates from Family Partner on case management, support services, and family support systems.

4. Provide services for up to 6 – 9 months. Extensions beyond 9 months are discussed on a case-by-case basis with the County.

5. Cultural & Linguistic Skills
   a. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two threshold languages (English and Spanish).
   b. Staffing shall reflect the percentage of ethnic makeup of the target population.
   c. CONTRACTOR shall have the capability to provide an interpreter for non-English speaking participants as needed.

6. Supervision - CONTRACTOR will provide consistent, scheduled, and structured clinical supervision to Family Partner integrating principles of reflective practice and evidence-based care.

D. OUTCOME OBJECTIVES

1. Data will be collected and reported on client enrollment and participation in services.

2. CONTRACTOR will administer satisfaction survey for family partner programs

E. TREATMENT SERVICES

1. **Mode of Service**: Outpatient Services

2. **Delivery Sites:**
   CONTRACTOR shall provide services in a variety of settings, including home, school, and community as needed.

3. **Hours of Operation:**
   Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Resource family parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to

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this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

F. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program or parent request.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

The contracted duration of the treatment is limited to six (6) months; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

G. POPULATION AND FINANCIAL ELIGIBILITY

This current agreement is for 10-15 eligible Monterey County families per Family Partner, for a total of 40 families per Fiscal Year, who have full scope Medi-Cal. Children/youth will meet Medical Necessity Criteria for reimbursement for EPSDT Medi-Cal Specialty Mental Health Services (Reference Title 9, California Code of Regulations Ch. 11 Sec. 1830.210).

H. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

I. COVERAGE

Mental Health services will be as designated on the service plan.

J. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

K. REPORTING REQUIREMENTS

1. Provide an aggregate report, on a quarterly basis, detailing the following: Number of families referred to services, average time between referral and enrollment (waitlist), number of families served, duration of services (months between intake and discharge), number of face-to-face contacts, percentage and number of referred

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families that successfully complete services, and percentage and number of enrolled families that successfully complete services.

2. Submit a Family Partner Quarterly Report to the Contract Monitor which includes (a) the progress in performing the scope of work and results of client satisfaction surveys.

3. Submit a Family Partner Discharge Summary for all families at the time of discharge that includes the elements of the Family Partner Quarterly Report, and any recommendations or referrals made for each family.

4. Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in the Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

L. DESIGNATED CONTRACT MONITOR

Liz A. Pérez-Cordero, Psy.D.
BH Services Manager–Children's Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B
Salinas, CA 93901

III. SERVICE PROVISIONS

A. Certification of Eligibility

CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS under Medi-Cal.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the

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criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.

a. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

b. The client has at least one of the following:
   i. A significant impairment,
   ii. A reasonable probability of significant deterioration in an important area of life functioning,
   iii. A reasonable probability of not progressing developmentally as appropriate, or
   iv. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.
   v. The client's condition listed above is due to one of the following:
      a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
      b. A suspected mental health disorder that has not yet been diagnosed.
      c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet <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:
      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

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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.

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.

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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.

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.

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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.
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,

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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.

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.

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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: 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. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; program implementation; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

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EXHIBIT B:
PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rates

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

A. 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 as long as the program annual NTE is not exceeded.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **$4,742,130** for **FY 2023-2024**:

Program	**FY 2023-24 Total Amount**
Program 1: D'Arrigo Outpatient	$1,310,359
Program 2: Early Childhood Treatment	$255,307
Program 3: Mobile Crisis Support Team	$981,514
Program 4: Wraparound	$1,350,011
Program 5: Mental Health Intensive Services Care	$382,939
Program 6: Family Partner	$462,000
Total FY Amount	**$4,742,130**

Program 1: D'Arrigo Outpatient Fiscal Year 2023-2024					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,10,30,40,45, 50,60,70	374	$21.10	$7,891
Nurse Practitioner			6,536	$9.80	$64,053
RN			2,740	$7.39	$20,249
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			222,293	$5.48	$1,218,166
Mental Health Rehab Specialist			0	4.08	$0
Peer Recovery Specialist			0	4.28	$0
Other Qualified Providers - Other Designated MH Staff that Bill Medical			0	4.08	$0
TOTAL MAXIMUM AMOUNT FY 2023-24					**$1,310,359**

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Program 2: Early Childhood Treatment Fiscal Year 2023-2024					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,10,30, 40,45,50,60,70	73	$21.10	$1,540
Nurse Practitioner			1,275	$9.80	$12,495
RN			533	$7.39	$3,939
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			43,309	$5.48	$237,333
Mental Health Rehab Specialist			0	4.08	$0
Peer Recovery Specialist			0	4.28	$0
Other Qualified Providers - Other Designated MH Staff that Bill Medical			0	4.08	$0
TOTAL MAXIMUM AMOUNT FY 2023-24					**$255,307**

Program 3: Mobile Crisis Support Team Fiscal Year 2023-2024					
GRANT					
Personnel	Total Maximum Amount for FY 2023-2024				
Lead Clinician	$228,093				
Bilingual Clinician					
Bilingual Clinician					
FURS					
FURS - Family Urgent Response System	Total Maximum Amount for FY 2023-2024				
	$445,376				
MEDI-CAL					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,10,30, 45,70	0	$21.10	$0
Nurse Practitioner			0	$9.80	$0
RN			0	$7.39	$0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			42,600	$5.48	$233,448
Mental Health Rehab Specialist			0	$4.08	$0
Peer Recovery Specialist			10,681	$4.28	$45,715
Other Qualified Providers - Other Designated MH Staff that Bill Medical			7,079	$4.08	$28,882
Total Maximum Amount for FY 2023-2024					$308,045
TOTAL MAXIMUM LIABILITY FY 2023-2024					**$981,514**

Program 4: Wraparound Fiscal Year 2023-2024					
MEDI-CAL					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,30,40,45,70	0	$21.10	$0
Nurse Practitioner			0	$9.80	$0
RN			0	$7.39	$0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			155,597	$5.48	$852,672
Mental Health Rehab Specialist			8,192	$4.08	$33,423

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Peer Recovery Specialist			20,280	$4.28	$86,798
Other Qualified Providers - Other Designated MH Staff that Bill Medical			89,980	$4.08	$367,118
TOTAL MAXIMUM AMOUNT FOR FY 2023-24					$1,340,011
NON MEDI-CAL					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,30,40,45,70	0	$21.10	$0
Nurse Practitioner			0	$9.80	$0
RN			0	$7.39	$0
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1,161	$5.48	$6,362
Mental Health Rehab Specialist			61	$4.08	$249
Peer Recovery Specialist			151	$4.28	$647
Other Qualified Providers - Other Designated MH Staff that Bill Medical			672	$4.08	$2,742
TOTAL MAXIMUM AMOUNT FOR FY 2023-24					$10,000
TOTAL MAXIMUM LIABILITY FY 2023-2024					**$1,350,011**

Program 5: Mental Health Intensive Services Care Fiscal Year 2023-2024					
Rendering Staff Type	Mode of Service	Service Function Code	Est. Units (minutes)	Rate per Unit	FY Total Amount
Psychiatrist/ Contracted Psychiatrist	15	01,10,30,40,45, 50,60,70	0	$21.10	$0
Nurse Practitioner			0	$9.80	$0
RN			240	$7.39	$1,774
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			41,099	$5.48	$225,223
Mental Health Rehab Specialist			1,921	$4.08	$7,838
Peer Recovery Specialist			0	$4.28	$0
Other Qualified Providers - Other Designated MH Staff that Bill Medical			36,300	$4.08	$148,104
TOTAL MAXIMUM AMOUNT FOR FY 2023-24					**$382,939**

Program 6: Family Partner Fiscal Year 2023-2024			
Family Partner	Number of Months	Monthly Rate	**TOTAL MAXIMUM LIABILITY FY 2023-2024**
	12	$38,500	**$462,000**

B. FUNDING SOURCE

Fiscal Year (FY) 2023-2024											
Program Number/Name		**Avatar Program Name**	**Avatar Program ID**	**FFP/ Medi-Cal**	**EPSDT**	**MHSA CSS**	**CHFFA Grant**	**SAMHSA**	**FURS**	**MHSA PEI**	**Total FY Amount**
1	D'Arrigo Outpatient	Kinship Adoption FSP Seneca	27CW	$655,180	$524,144	$131,035					$1,310,359
		Kinship Center Seneca FSP King City	DLCSOC								

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2	Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	$127,654	$102,123	$25,530					$255,307
3	Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC	$200,229	$107,816		$228,093		$445,376		$981,514
4	Wraparound	Kinship Wraparound	87CSOCW	$938,008	$402,003			$10,000			$1,350,011
5	Mental Health Intensive Services Care	Kinship Seneca MH Enhanced Foster Care	27CW5	$268,057	$114,882						$382,939
6	Family Partner									$462,000	$462,000
Total Amount per FY 2023-2024				**$2,189,128**	**$1,250,968**	**$156,565**	**$228,093**	**$10,000**	**$445,376**	**$462,000**	**$4,742,130**

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

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provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

   CONTRACTOR shall submit via email a monthly claim using Exhibit G, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

   MCHDBHFinance@co.monterey.ca.us

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.

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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 **$4,742,130** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2023 - June 30, 2024	$4,742,130
TOTAL MAXIMUM LIABILITY	**$4,742,130**

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.

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E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

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

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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 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.

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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

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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 IV (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.

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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 submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

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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."

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EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

DocuSigned by:
Leticia Galyean
AB03154D78B3438...
Signature of Authorized Representative

1/4/2024 | 12:05 PM PST
Date

Seneca Family of Agencies
Business Name of Contractor

Leticia Galyean
Name of Authorized Representative (printed)

President/Chief Executive Officer
Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	Seneca Family of Agencies		
Name of Designee	Leticia Galyean		
Title of Designee	President/Chief Executive Officer		
Street: 8945 Golf Links Road			
City: Oakland		State: CA	Zip: 94605
IRS Employer Identification Number			

I certify that the above information is complete and correct to the best of my knowledge and belief.

DocuSigned by:
Leticia Galyean
AB03154D78B3438...

1/4/2024 | 12:05 PM PST

Signature & Title of Contractor Date:

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EXHIBIT E:
ASSURANCE OF COMPLIANCE WITH
MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement
- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration
- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access
- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

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- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.
(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.
(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.
(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.
(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

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2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

DocuSigned by:
Leticia Galyean
AB03154D78B3438...
Signature of Authorized Representative

1/4/2024 | 12:05 PM PST
Date

Seneca Family of Agencies
Contractor (Organization Name)

Leticia Galyean, LCSW
Name of Authorized Representative

President and Chief Executive Officer
Title of Authorized Representative

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EXHIBIT F:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **July 1, 2023** ("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 **Seneca Family of Agencies** ("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

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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);

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(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. § 164.504(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;

(iii) Covered Entity shall have sole control over the timing and method of

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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 Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI

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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

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(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 of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

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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 email to the facsimile telephone numbers or email addresses listed below.

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If to Business Associate, to:

Seneca Family of Agencies
Attn: Leticia Galyean, President/Chief Executive Officer
8945 Golf Links Road
Oakland, CA 94605
Phone: 510-520-0943
Fax: 510-317-1443
Email: leticia_galyean@senecacenter.org

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@co.monterey.ca.us

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

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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, with limits of not less than **$2,000,000** per claim and in the aggregate. 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.

DS
LG

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,

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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.

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: Leticia Galyean AB03154D78B3438...	By: _____
Print Name Leticia Galyean	Print Name _____
Print Title President and CEO	Print Name _____
Date: 1/4/2024 | 12:05 PM PST	Date: _____

4817-6588-6700.1 *May 2021*

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EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :		Invoice Number :	
Address Line 1		County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		Final Invoice :	(Check if Yes)
BH Division :			BH Control Number

Rendering Staff Type	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2023-24	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@co.monterey.ca.us
Behavioral Health Claims Section

Behavioral Health Authorization for Payment

_____ _____
Authorized Signatory Date

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EXHIBIT H: BUDGET AND EXPENDITURE REPORT

SENECA FAMILY OF AGENCIES
BUDGET AND EXPENDITURE REPORT
For Monterey County - Behavioral Health
Fiscal Year 2023-24

Program Name: **GRAND TOTAL ALL MENTAL HEALTH PROGRAMS**

	Budget FY 2022-23	Requested FY 2023-24	Change
A. PROGRAM REVENUES			
Monterey County Funds:			
Provisional Rates	$ -	$ -	$ -
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)	Budget FY 2022-23	Requested FY 2023-24	Change
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	$ -	$ -	$ -
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	$ -	$ -	$ -
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. Please provide List of Providers)	$ -	$ -	$ -

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26	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133) and Certified Public Expenditure requirement of Monterey County	$ -	$ -	$ -
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.		$ -	$ -
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	**Budget FY 2022-23**	**Requested FY 2023-24**	**Change**
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	$ -	$ -	$ -
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**	$ -	$ -	$ -
63	**Total Allowable Costs**	**$ -**	**$ -**	$ -

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I. AUDITS AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

   1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

   2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

   3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

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1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

    a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
    b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (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,

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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;
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.

DocuSign Envelope ID: CFD1DFA2-CB3C-4B04-9395-F8FAF630B2B8

Introduced: 1/19/2024 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a revised Mental Health Services Agreement A-16489 with Seneca Family of Agencies for the same term of July 1, 2023 through June 30, 2024, and total Agreement amount not to exceed $4,742,130; and
b. Approve the non-standard cyber liability provisions in the Business Associate Agreement 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 revised Mental Health Services Agreement A-16489 with Seneca Family of Agencies for the same term of July 1, 2023 through June 30, 2024, and total Agreement amount not to exceed $4,742,130; and
b. Approve the non-standard cyber liability provisions in the Business Associate Agreement as recommended by the Director of Health Services.

SUMMARY/DISCUSSION

On June 27, 2023, the County Board of Supervisors approved the Mental Health Services Agreement template A-16489 with Seneca Family of Agencies DBA Kinship Center in the contract amount of $4,742,130 for the term July 1, 2023 to June 30, 2024 for the provision of mental health services, mobile crisis response, wraparound, and family partner services to children, youth, and their families. Services promote improvement in the child's overall functioning; a reduction in the risk of mental health disabilities, an improvement with family member's mental health and well-being to improve the child's mental health functioning; and a reduction in the possibility of future residential care, periodic inpatient hospitalization, placement at out of state facilities, or placement in a juvenile justice facility.

The Agreement, in its entirety, is being presented to the Board of Supervisors for approval for a couple reasons. While the Agreement was in process of being assembled, the vendor's name changed from Seneca Family of Agencies DBA Kinship to Seneca Family of Agencies effective July 1, 2023. Further, both parties negotiated a reduced cyber liability insurance amount of $2,000,000 in Exhibit E: Business Associate Agreement. The Health Department requests that the Board accept the Director of Health's recommendation to accept modification to the cyber liability insurance provisions.

This work supports one of the County of Monterey Health Department's 2018-2024 Strategic Plan Goal(s): 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

DocuSign Envelope ID: CFD1DFA2-CB3C-4B04-9395-F8FAF630B2B8

OTHER AGENCY INVOLVEMENT:
The office of the County Counsel and Auditor-Controller have reviewed and approved this request as to legal form and fiscal provisions respectively. Risk Management has not approved this Agreement due to non-standard cyber liability limitation provisions.

FINANCING:
This Agreement is funded by Mental Health Federal Financial Participation (MH FFP) (43%), 2011 Realignment-Early Periodic Screening, Diagnosis, and Treatment (EPSDT) (27%), Mental Health Services Act-CSS (MHSA) (4%), MHSA PEI (10%), California Health Facilities Financing Authority (CHFFA) (5%), Family Urgent Response (10%), and SAMHSA (1%). The funds for this Agreement FY 2023-24 will be included in the Health Department's (HEA012, Unit 8410) FY 2023-24 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Charise Walters, Management Analyst II, 755-4703

Approved by:

DocuSigned by:
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Date 1/19/2024 | 3:58 PM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment(s):

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Board Report
Agreement is on file with Clerk of the Board

DocuSign Envelope ID: 20DC1EBC-BAB0-4825-B510-253404181C97

Introduced: 1/18/2024

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Accept three Grant Awards of $333,278; $227,941; and $266,452 respectively for $827,672 in total from The California Department of Health Care Services (DHCS) for the continued implementation of an in-house Mentored Internship Program ("MIP"), to assist in the treatment and recovery of patients with substance use disorders or co-occurring disorders and to support statewide expansion of California's behavioral health workforce; and
b. Approve and authorize the Director of Health Services or designee to execute Subcontract Agreements, ID No. 7438-BHWD-MONTEREY - (MIPRD2)-01G (MIPMOB1); ID No. 7438-BHWD-MONTEREY - (MIPRD2)-02G (MIPMOB2); ID No. 7438-BHWD-MONTEREY - (MIPRD2)-03G (MIPMOB3) between the County of Monterey ("County") and Advocates for Human Potential, Inc. ("AHP"), the administrative entity for the MIP, for professional services to be performed by County as an AHP subcontractor, for a retroactive term of October 1, 2023 through December 31, 2024, in the amount of $827,672; and
c. Approve and authorize the Director of Health Services or designee to approve up to three (3) future amendments that do not exceed 10% of the original Subcontract Agreement amount ($82,767) and do not significantly change the scope of services.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Accept three Grant Awards of $333,278; $227,941; and $266,452 respectively for $827,672 in total from The California Department of Health Care Services (DHCS) for the continued implementation of an in-house Mentored Internship Program ("MIP"), to assist in the treatment and recovery of patients with substance use disorders or co-occurring disorders and to support statewide expansion of California's behavioral health workforce; and
b. Approve and authorize the Director of Health Services or designee to execute Subcontract Agreements, ID No. 7438-BHWD-MONTEREY - (MIPRD2)-01G (MIPMOB1); ID No. 7438-BHWD-MONTEREY - (MIPRD2)-02G (MIPMOB2); ID No. 7438-BHWD-MONTEREY - (MIPRD2)-03G (MIPMOB3) between the County of Monterey ("County") and Advocates for Human Potential, Inc. ("AHP"), the administrative entity for the MIP, for professional services to be performed by County as an AHP subcontractor, for a retroactive term of October 1, 2023 through December 31, 2024, in the amount of $827,672; and
c. Approve and authorize the Director of Health Services or designee to approve up to three (3) future amendments that do not exceed 10% of the original Subcontract Agreement amount ($82,767) and do not significantly change the scope of services.

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SUMMARY/DISCUSSION:

The California Department of Health Care Services (DHCS) Behavioral Health Workforce Development (BHWD) established a grant for Mentored Internship Program (MIP) to develop and implement an in-house MIP to assist in building a workforce to ensure well-prepared diverse providers are available to deliver high-quality services to members of the community.

The County of Monterey Health Department was awarded a Round 1 award on March 10, 2022, for a total amount of $1,193,550 to start the in-house MIP program in Salinas, Marina, and King City. On May 26, 2023, the County of Monterey Health Department received a preliminary funding notice for a Round 2 of awards due to the organization's continued participation in the MIP project.

On September 22, 2023, the County of Monterey Health Department received an official Round 2 award notice. The period of performance was stated to be October 1, 2023 through December 31, 2024. Funding would again be administered through a contract with Advocates for Human Potential, Inc. (AHP). AHP issued its agreement and modifications, with County as subcontractor, on December 14, 2023, with a retroactive term of October 1, 2023 through December 31, 2024. At the request of the contractor, the contract term cannot be changed.

The Monterey County Behavioral Health Bureau ("MCBH") is excited to continue the program to provide mentoring to students who could one day join the MCBH workforce and provide behavioral health services. Approval of the recommended action will allow MCBH to receive the second round of funding and meet the need for quality services and behavioral health care access for our community.

This work supports one of the County of Monterey Health Department's 2018-2024 Strategic Plan Goal(s): 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services and 4. Engage MCHD workforce and improve operational functions to meet current and developing population health needs; and supports one of the ten essential public health services, specifically: 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel reviewed and approved as to form. Auditor-Controller reviewed and approved as to financial terms.

FINANCING:

This Agreement is funded by DHCS Grant funds. The funds for this Agreement are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) Fiscal Year (FY) 2023-24 Adopted Budget. The funds for FY 2024-25 will be included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) Proposed Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy

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economy.

☒ Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency.

☒ Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses, and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Ashley Schafer, Management Analyst II, 755-4924

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date: 1/22/2024 | 10:21 AM PST

Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Subcontract Agreement, ID No. 7438-BHWD-MONTEREY - (MIPRD2)-01G (MIPMOB1) and County of Monterey Signature Page
Subcontract Agreement, ID No. 7438-BHWD-MONTEREY - (MIPRD2)-02G (MIPMOB2) and County of Monterey Signature Page
Subcontract Agreement, ID No. 7438-BHWD-MONTEREY - (MIPRD2)-03G (MIPMOB3) and County of Monterey Signature Page

DocuSign Envelope ID: D6711476-B45C-4A7F-A2AC-BDD8CA007B17

Introduced: 1/11/2024
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Accept a one-time grant allocation payment of $1,500,000 from the California Department of Health Care Services (DHCS) for capital improvements to the County of Monterey Clinic at Marina, authorized by Assembly Bill 102 (Statutes of 2023) and Executive Order (EO 23/24-78), and appropriated from the State General Fund through Control Section 19.566, as a targeted legislative priority of the State Annual Budget Year 2023-24.
b. Approve and authorize the execution by the Director of Health Services or designee of the Legislative Priorities Control Sections 19.565 Vendor Self Certification, acknowledging the County's receipt of the Control Section 19.566 one-time grant allocation payment of $1,500,000.

RECOMMENDATION:

a. Accept a one-time grant allocation payment of $1,500,000 from the California Department of Health Care Services (DHCS) for capital improvements to the County of Monterey Clinic at Marina, authorized by Assembly Bill 102 (Statutes of 2023) and Executive Order (EO 23/24-78), and appropriated from the State General Fund through Control Section 19.566, as a targeted legislative priority of the State Annual Budget Year 2023-24.
b. Approve and authorize the execution by the Director of Health Services or designee of the Legislative Priorities Control Sections 19.565 Vendor Self Certification, acknowledging the County's receipt of the Control Section 19.566 one-time grant allocation payment of $1,500,000.

SUMMARY/DISCUSSION:

The Health Department Clinic Services Bureau (Clinic Services) operates ten community clinic sites designated as Federally Qualified Health Centers (FQHCs) which provide preventive, primary, and specialty medical care services.

The Department of Health Care Services released a one-time allocation payment to County of Monterey as per State of California Executive Order (EO 23/24-78) Section 19.565. The allocated funds will be applied to capital improvements planned for the County of Monterey Clinic at Marina and include constructing a 14,000 sq. ft. comprehensive primary care and dental clinic with expanded general family practice, pediatric, obstetrics/gynecology, dental services, and mental health services for Medi-Cal and uninsured residents and dental services for underserved/unserved veteran residents.

Approval of the recommended action will allow the Health Department’s Director of Health Services to sign the use of funds certification letter required by DHCS, and have the allocated

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payment released to County of Monterey Health Department.

This work supports one of the County of Monterey Health Department's 2018-2024 Strategic Plan Goal(s): 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services; and 4) Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports one or more of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provision of health care when otherwise unavailable, and 8) Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:
County Counsel and Auditor-Controller have reviewed and agree with the recommended action.

FINANCING:
The $1,500,000 payment amount to County of Monterey Health Department is part of the funding designated to Assembly District 30 in the 2023-2024 State Budget. This one-time payment will be deposited into BSA 3120 and be drawn down as eligible expenses are incurred.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Prisca Segovia, Management Analyst II, 755-4939

Approved by:

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DocuSigned by:
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Date 1/12/2024 | 1:57 PM PST

Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Vendor Self Certification Letter

DocuSign Envelope ID: 8ADE1D79-4F54-467A-B6AD-5FADBDE5D75A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective March 1, 2023 ("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 Close Grover Medical Corporation ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

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(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

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(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

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or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

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4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

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5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Close Grover Medical Corporation
Attn: Dr. Reb JH Close, President

Phone: 831-682-5008
Fax: N/A
Email: Reb.Close@gmail.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@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 **Counterparts; Facsimiles**. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 **Relationship of Parties**. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 **Choice of Law; Interpretation**. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

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5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than $10,000,000 per claim and in the aggregate. 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.

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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.

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: Reb Close 8F33B66901A9416...	By:
Print Name Dr.Reb JH Close	Print Name: Elsa Jimenez
Print Title President	Print Title: Health Director
Date: 12/19/2023 | 6:21 AM MST	Date:

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Introduced: 1/11/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a service agreement between the County of Monterey and Close Grover Medical Corporation for the provision of technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program retroactive to March 1, 2023, through April 15, 2024, for an amount not to exceed $61,497 contingent on availability of grant funds; and
b. Authorize the Director of Health Services or designee to execute up to three (3) future amendments to this Agreement where each amendment does not exceed 10% ($6,149) of the original Agreement amount and does not significantly alter the scope of the services.
c. Approve and authorize the Director of Health Services or designee to execute a Business Associate Agreement (BAA) between the County of Monterey and Close Grover Medical Corporation to comply with privacy and protection of patient health information shared with Close Grover Medical Corporation during the provision of technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program retroactive to March 1, 2023, to February 28, 2027.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a service agreement between the County of Monterey and Close Grover Medical Corporation for the provision of technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program retroactive to March 1, 2023, through April 15, 2024, for an amount not to exceed $61,497 contingent on availability of grant funds; and
b. Authorize the Director of Health Services or designee to execute up to three (3) future amendments to this Agreement where each amendment does not exceed 10% ($6,149) of the original Agreement amount and does not significantly alter the scope of the services.
c. Approve and authorize the Director of Health Services or designee to execute a Business Associate Agreement (BAA) between the County of Monterey and Close Grover Medical Corporation to comply with privacy and protection of patient health information shared with Close Grover Medical Corporation during the provision of technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program retroactive to March 1, 2023, to February 28, 2027.

SUMMARY/DISCUSSION:
Pursuant to California Health and Safety Code, Section 1797 et seq., the County of Monterey EMS Agency is responsible for EMS system coordination, medical oversight, and coordination of the

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delivery of EMS by provider organizations in Monterey County.

In 2022, the County of Monterey EMS Agency entered into a three-county collaborative with the County of Santa Cruz and the County of San Benito to support the ongoing efforts to address substance use disorder (SUD) as a treatable emergency condition. Through the Buprenorphine program, paramedics responding to medical emergency calls will be able to identify and treat patients who may benefit from medication-assisted treatment (MAT).

In 2023, the Department of Health Care Services (DHCS) informed the three counties of funding available for this program. The total grant amount of $375,000 was allocated among the participating three counties based on population percentage. This grant will support overall program and grant management costs related to the administration of buprenorphine to patients in opioid withdrawal or following a near-fatal opioid overdose and linking these patients to needed services.
Dr. Reb Close, of Close Grover Medical Corporation, has an expanded knowledge and expertise in addressing the opioid epidemic in the County of Monterey, Santa Cruz, and San Benito, thus she possesses intimate knowledge of the Buprenorphine program in the three counties. She is currently the Clinical Champion and Implementation Leader for the California Bridge Project. Santa Cruz and San Benito Counties are already in the process of contracting with Dr. Close to provide the services needed. Having a single physician act as the Chief SUN will provide the program the consistency it needs.

EMS is seeking approval retroactive to March 1, 2023, because the grant award documents were not received until August 2023. It took time to meet with the grantor to clarify grant requirements before the subcontract agreement could be approved by the Board. Without the subcontract agreement being fully executed, the EMS Agency could not begin to execute an agreement with Close Grover Medical Corporation. The BAA is needed to comply with privacy and protection of patient health information shared with Close Grover Medical Corporation during the provision of technical medical services as the Chief Substance Use Navigator (SUN) for the County of Monterey Buprenorphine Program. Given that the services provided by Close Grover Medical Corporation will continue after the term of the grant, the BAA must remain in place after the term of the grant.

This work supports the Monterey County Health Department 2018-2024 Strategic Plan Goal 2 (Enhance public health and safety through prevention) and Goal 4 (Engage Health Department workforce and improve operational functions to meet current and developing population health needs). It also supports the following of the ten essential public health services, specifically, (Monitor health status to identify and solve community health problems; Mobilize community partnerships and action to identify and solve health problems; and Link people to needed personal health services and assure the provision of health care when otherwise unavailable).

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved the Agreement as to legal form. Auditor-Controller has reviewed and approved the Agreement as to fiscal provisions.

FINANCING:
There are no General Fund Impacts resulting from this Board action. There are sufficient

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appropriations and revenues in FY 2024 adopted budget 001-4000-8109-HEA006. The County of Monterey will compensate vendor from the Public Health Institute.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Teresa Rios, EMS Director, 783-7082

Approved by:

DocuSigned by:
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1/19/2024 | 2:11 PM PST

Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report

Service Agreement is on file with the Clerk of the Board

Business Associate Agreement on file with the Clerk of the Board

DocuSign Envelope ID: B353BAB6-BD23-42B5-9C17-4DFE965D21AD

Original Agreement No. (A-13995)

RENEWAL AND AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN B.E. SMITH, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
INTERIM MANAGEMENT-LEVEL SERVICES

This Renewal and Amendment No. 3 to the Services Agreement ("Agreement") which was effective on July 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and B.E. Smith, Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with B.E. Smith Inc. for interim management-level services with a term July 1, 2018 through June 30, 2021 and a total Agreement amount not to exceed $300,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to extend it for an additional two (2) year period through June 30, 2023 for a revised full Agreement term (July 1, 2018 through June 30, 2023) to allow for services to continue with no revisions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a $300,000 increase for a revised Agreement amount not to exceed $600,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to allow for services to continue with no changes to the scope of work or term of Agreement (July 1, 2018 through June 30, 2023) with a $450,000 increase for a revised Agreement amount not to exceed $1,050,000; and

WHEREAS, the Agreement expired on June 30, 2023; and

WHEREAS, the Parties wish to renew and amend the Agreement via Renewal and Amendment No. 3 on the same or similar terms, beginning July 1, 2023 and to extend the term for an additional six (6) month period through December 31, 2023 for a revised full Agreement term (July 1, 2018 through December 31, 2023) to allow for services to continue with no changes to the scope of work or Agreement amount of $1,050,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. The first sentence of Section 3.1 shall be amended to the following:
   "The term of this Agreement is from July 1, 2018 through December 31, 2023 unless sooner terminated pursuant to the terms of this Agreement."

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2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Amendment No. 2.

3. A copy of this Renewal and Amendment No. 3 shall be attached to the Agreement.

4. This Renewal and Amendment No. 3 is effective retroactively on July 1, 2023.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: DocuSigned by: Charles R. Harris 4E1F837D2DAE481...
Charles R. Harris, CEO

Date: 10/10/2023 | 1:31 PM PDT

APPROVED AS TO LEGAL PROVISIONS

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 10/5/2023 | 7:28 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 10/9/2023 | 9:05 AM PDT

CONTRACTOR

B.E. Smith, Inc.
CONTRACTOR's Business Name
See instructions below

By: DocuSigned by: Steve Leatherman 6B1CFED9347C4E5...
(Signature of: Chair, President, or Vice-President)

Steve Leatherman, Division Director, West
Name and Title

Date: 10/3/2023 | 8:17 AM PDT

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

_____
Name and Title

Date: _____

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

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 (two signatures required).

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 (one signature required).

DocuSign Envelope ID: 9A436092-5B19-4CA7-941F-04A1A2A2B2DB

Introduced: 1/8/2024 **Current Status:** Scheduled AM

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

a. Receive a status report on the Board Referral 2020.12 "Consider funding options to increase the Pavement Condition Index of County roads to at least a 'Fair' standard over the next ten years";
b. Support implementation of a financing plan for the local road rehabilitation pilot program;
c. Approve the initial local road repair plan; and
d. Provide direction to staff.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Receive a status report on the Board Referral 2020.12 "Consider funding options to increase the Pavement Condition Index of County roads to at least a 'Fair' standard over the next ten years";
b. Support implementation of a financing plan for the local road rehabilitation pilot program;
c. Approve the initial local road repair plan; and
d. Provide direction to staff.

SUMMARY:

This report provides an update to the Board of Supervisors on the status of the proposed local road rehabilitation pilot program and recommends that the Board support the financing approach (Version 2) and proposed initial 10-year plan.

DISCUSSION:

Background

The County Administrative Office (CAO) and the Public Works, Facilities, and Parks Department (PWFP) received Board Referral 2020.12 on March 3, 2020, to consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years. Upon receiving the Board Referral, staff began researching options and consulted with the County's municipal advisor, KNN Public Finance (KNN), to identify funding/financing strategies within the context of the Road Fund existing revenue sources. Staff reviewed financing tools that the Board has mentioned in the past, starting with iBank, then the Total Road Improvement Program (TRIP), and lines of credit. KNN performed extensive research and analysis of potential financing options and security structures to possibly leverage existing Road Fund revenues. Based on this collective research and evaluation, the primary financing options available are: 1) Revenue Bonds, non-General Fund backed; and 2) Certificates of Participation (COPs), General Fund backed - but with debt service/repayment covered by the Road Fund (specifically, Measure X revenue proceeds).

Attachment A is the report which went to the Capital Improvement Committee (CIC) on March 6, 2023. It outlines a proposed debt financing approach (Version 1) and summarizes previous status and

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options as well as related concerns and questions. This was scheduled to go to the full Board for direction in late March; however, PWFP's response to the Winter Storms precluded doing so at that time. Subsequently, after further evaluation, and in response to concerns iterated by both the Debt Advisory Committee (DAC) and Budget Committee, staff in PWFP have developed a third financing option for Board consideration - one which does not involve bond issuance or debt financing.

Previously Proposed Financing Approach - Summary (Version 1)
This financing approach would rely on available Road Fund balance to fund local road repairs until Fiscal Year (FY) 2025, at which time a General Fund COP of approximately $43 million would be issued to continue funding the program, followed by another issuance of about $23 million in FY 2028. This approach would rely solely on the availability of Measure X revenues to secure and repay the bonds (approximately $5 million per year for 20 years starting in FY29). The estimated total debt service for these two issuances is about $109 million, with a total interest cost of $43.3 million.

The alternative Revenue bond issuance would cost the Road Fund about $4.9 million more in higher interest costs. These are preliminary estimates, which would be refined and further detailed at the time the Board is asked to formally approve the first debt issuance.
(Refer to Attachment B for more detailed information - PowerPoint used for Budget Committee presentation on November 30, 2022).

Summary of Concerns with Version 1 and regarding possible Bond financing:

- **The DAC had the following concerns that should be considered and evaluated:** Debt service difference between General Fund COP and Revenue bond; Asset capacity if the Board wanted to bond for other major capital projects; Clarify and ensure that any bonds have terms not exceeding the Measure X sunset date, and that the road improvement useful life is 20 years or more; Recognize that the Measure X County allocation is set by ordinance by the Transportation Agency for Monterey County (TAMC) and could technically change in the future; Acknowledge concerns about future Senate Bill 1 (SB1) and the Highway Users Tax Account (HUTA) revenues/trends due to changes in fuel use. The DAC also noted that staff should pursue releases of currently pledged assets to the extent allowable under existing debt issuances.
- **Budget Committee (received a presentation on the bond financing approach at its meeting of November 30, 2022). The Budget Committee (BC) did not make a recommendation, and instead outlined the following key issues that the BC felt should be further considered**: Ensure that this program focusing on local roads does not impact ongoing efforts to rehabilitate higher-volume County roads that serve as important agricultural and tourism links; Concern about funding road repair in those County Services Areas (CSAs) that are responsible for and should be funding road repairs, and desire to understand how much of this program is directed to these CSAs; Cost of the program, specifically, the high cost of debt service and suggestion to pursue local road repair to the extent existing revenue sources allow; Ability to deliver projects in a timely manner and provide adequate inspection and oversight given current staffing levels; Provide information on potential upcoming large projects that the County might issue bonds for and ensure that the proposed road bond program does not preclude the County's ability to pursue other large bond-financed projects.

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PWFP staff recognize the validity of the concerns which were expressed and believe that the most significant issues are the cost of debt service and satisfying commitments to the higher-volume County roads that serve as important agricultural and tourism links which strengthen the regional economic base.

Present Proposed Financing Approach for new Local Road Rehabilitation Program - Version 2

This proposed alternative financing approach would also rely on available Road Fund balance to fund local road rehabilitation work until Fiscal Year (FY) 2025; however, this would become a 'pay as you go' (PAYGo) program (rather than debt financed) from that point forward (for the remaining term of the 10 year 'Pilot Program'). The dedicated funding source would be the Road Fund's share of the County Transient Occupancy Tax (TOT). With the adoption of the FY 2024 Budget, there was follow-up that directed staff to implement the Financial Policy for the Road Fund that includes allocating 25% of TOT to the Road Fund in FY 2025 as part of the FY 2025 budget process. This proposed PAYGo program describes how those funds would be used.

Fundamental tenets and potential benefits of this approach, include:

- **No Planned Bond Issuance** - Switching to a 'PAYGo" program should mitigate concerns regarding the cost of the program, specifically, the high cost of debt service (utilizing Measure X revenues to secure and repay the bonds). This would also conform with the BC's suggestion to pursue local road repair to the extent existing revenue sources allow.
- **Convert Local Road Rehabilitation Program to 'PAYGo' utilizing TOT -** starting in FY25. There is currently a planned increased transfer to the Road Fund in FY25 from General Fund TOT to 25% of tax receipts. As a result, just over $10 million is projected to be available in FY25 (up from $6.2 million in the current fiscal year - FY24). The projected 10 -year total for this revenue stream is a little over $105 million.
    - For possible reference, Attachment C is the existing County General Financial Policy. Within Section 7.9 (page 13), there is a clause dealing with the transfers to the Road Fund - 'Contributions to the Road Fund' which reads as follows: "In FY 2013-14, the TOT contribution percentage for the Road Fund was established by the Board at twenty percent (20%) of total TOT revenue. Per annum, the contribution shall increase by one percent (1%) until it reaches a twenty-five percent cap (25%). This contribution replaces, and is not in addition to, the $2.0 million the County previously provided per annum to the Road Fund from the General Fund."
- **Use of Measure X and SB1 -** Switching to a 'PAYGo' program will permit these funds to be dedicated to major maintenance and road improvements consistent with what was originally envisioned when passed by the electorate in 2016 and 2017 (i.e., for Pavement Management and other improvements on higher-volume County roads which function to strengthen the economic backbone of the region).

  In addition, the current road selection process of the 5-year CIP prioritizes these higher-volume roads that carry significant amounts of people and goods movement, particularly agricultural goods (a policy of the Monterey County General Plan), and is consistent with other policies of the Circulation Element of the Monterey County General Plan.

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Switching to a "PAYGo" program allows more funding for these roads in the 5-year CIP to be performed (rather than paying interest on debt).

Measure X is primarily needed to fund any on-going program for major maintenance/upgrade of higher-volume County roads that serve as important agricultural and tourism links. Being able to avoid using a substantial portion of this recurring revenue stream to pay bond debt will also facilitate our being better able to:

- Satisfy specific commitments which were made to the Ag community in 2016.
- Fund other Safety and Operational improvements on the County high volume system (e.g., Intersection upgrades).
- Retain a focus on roads of primary importance to the regional economic base.
- Perform road repairs in the communities of Pajaro, Castroville, Boronda, and Chualar.
- Manage the Road Fund to stay 'in the black 'and comply with the County's General Financial Policies which recommend that major funds create reserves for operational contingencies equal to one percent (1%) of estimated annual revenue and a strategic reserve equal to ten percent (10%) of estimated annual revenue.

- **Satisfy Objective of Board Referral 2020.12 - "Consider funding options to increase the Pavement Condition Index to at least a 'Fair' standard over the next ten years".** PWFP staff believe that a "Fair" Standard is achievable without bonding. Pavement Condition Index (PCI) provides a snapshot of the pavement health of a road. PCI is measured on a scale of 0 to 100 where 100 means a newly paved road. Examples of typical pavement surface distresses are spalling, rutting, scaling, and cracking. The Overall System PCI for County Roads is presently about 45. In fact, it appears County efforts will attain 50 ('Fair') by 2032 with the current/continued Pavement Management Program utilizing existing Measure X and SB1 revenue streams for major maintenance/upgrade of higher-volume County roads which serve as important agricultural and tourism links, and consistent with the Circulation Element policies of the Monterey County General Plan.
- **Retain Initial Road Repair Plan** as previously developed and presented (i.e., with a 10 -year pilot plan) as a guide for the Program - refer to Attachments D and E). Some restructuring may be necessary on an annual basis to align cash flow to match available revenue. This will be accomplished as part of the regular yearly Capital Improvement Program (CIP) Update (i.e., specific scheduling of projects may be adjusted from what is reflected in the program as initially developed in 2022).
- **Retain (Existing) Community Road Maintenance Program (CRMP)** - for unprogrammed, qualifying road maintenance projects where the funding is allocated among the supervisorial districts, and that can be handled by PWFP at the discretion of the Director of PWFP. Examples of qualified projects include, but are not limited to: street sweeping, vegetation clearing, litter removal, etc. (beyond base program). Funding for CRMP is from TOT and divided among the supervisorial districts based on a formula set forth in the adopted policy.
- **Other related local road programs** would also be housed in this program, including:
    - **Annual Seal Coat Program** (already part of TOT **-** currently $2 million per year).
    - **Measure X Community Street Repair Program** - currently $1.4 million per year. This existing program focuses on deferred maintenance on County maintained roads in

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neighborhoods which are part of disadvantaged communities, as well as neighborhoods which are part of communities without CSAs (Castroville, Boronda, Pajaro, and Chualar).

- **Sample Program Year (FY25)** - for illustration purposes (all numbers rounded for discussion simplicity's sake):

  Revenue: $10 million

  Expenditure categories:

  - $1.5 million - CRMP (25% of revenue of previous TOT allocation)
  - $2.0 million - Annual Seal Coat Program
  - $1.0 million - Maintenance crew needs
  - $5.5 million - Other planned projects in Local Road Rehabilitation Program and/or Added Capacity for Measure X Community Street Repair Program
  - Total: $10 million

- **Recommended Policy Framework/Priorities**

  Subject to funding capacity:

  1. Available for deferred maintenance on County maintained roads in neighborhoods which are part of disadvantaged communities.
  2. Available for deferred maintenance on County maintained roads in neighborhoods which are part of communities without CSAs.
  3. Available for one-time deferred maintenance on County maintained roads in neighborhoods which are part of CSA areas - with concurrent commitment to activation and utilization of the CSA's 'Street and Sidewalk Maintenance' function moving forward.

Other Financing Alternatives?

Another alternative could include borrowing from county funds and/or reducing the scope of the 10-year pilot plan. This is not recommended at this time; however, this alternative can be reevaluated in the future if necessary as work on the pilot plan proceeds.

There are also potentially grant opportunities and other funding avenues possible through the new Federal infrastructure bill, the "Bipartisan Infrastructure Law." Staff will continue to research and explore these potential opportunities when they are released; however, if successful, staff believes that they should be viewed as extending the program reach (via supplementing).

Initial Road Repair Plan (unchanged from Version 1)

PWFP engaged a consultant to help develop a proposed 10-year plan to show how and where bond financing proceeds would be applied to improve local County roads. Local roads in need of repair were selected in areas to make meaningful improvements to entire communities or neighborhoods and address needed deferred maintenance. These community roads would not have otherwise been selected over the other roads in the 5-year CIP. The proposed plan assumed that approximately $100 million would be available over the 10-year period, which results in about 124 centerline miles of roads that would be improved. The plan is intended to be a living document that will be periodically updated; therefore, roads could be added or deleted depending on funding availability over the life of

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this program. The plan focuses on pavement repair and rehabilitation, and other road related repair needs such as drainage features, sidewalks, etc., will be addressed via other road maintenance funding programs. There are no County roads in District 1 (which is entirely comprised of the City of Salinas) and the relatively few County roads in District 4 are not local roads targeted under this program. Therefore, the road sections in this proposed program are contained only in Supervisorial Districts 2, 3, and 5.

While this plan focuses on communities (such as Aromas, San Ardo, Spreckels, Bradley, Moss Landing (residential), etc.), many of the targeted roads are in County Service Areas (CSAs) because these form distinct, residential neighborhood areas, and District 5 has many large CSAs. Therefore, District 5 has the highest percentage of roads targeted under this bond-financed program. Some CSAs include road maintenance services, and after the condition of those roads is improved by this program, those CSAs will be solely responsible for funding future road maintenance per discussion during prior meetings. Roads included in the program were grouped into neighborhoods, so that roads located in relatively close geographic proximity were included in the same neighborhood. This was done to complete repairs on selected roads in the same geographic area to avoid returning to the same area multiple times over the life of the program. This will create cost efficiencies as contractors working on projects under this program can address multiple roads in the same area at the same time and minimize disruption to residents and motorists by impacting the selected roads in the same geographic area with construction activity only once.

The proposed program will have a meaningful impact on the quality of the local roads in the pilot plan, improving the condition of these roads from an overall “Poor” condition rating to an overall “Very Good” condition. Without this program, these roads would continue to decline, perhaps even to a “Very Poor/Failed” condition - even though the overall County maintained road system rating is expected to reach ‘Fair’ within 10 years. The table in Attachment D lists the neighborhoods selected for each year of the 10-year program, along with preliminary estimated costs. Maps depicting the roads included within each neighborhood and additional details on the proposed program are included in the report provided in Attachment E.

Current Status

The first two years of the program (FY23 and 24) are underway utilizing Road Fund balance as previously discussed:

- Design is underway for Aromas with construction anticipated in FY25.
- Road rehabilitation work in CSAs 25 and 66 has been completed.
- Design is underway for San Ardo, with construction anticipated over the next two Fiscal Years (FY25 and 26).
- Design is underway for Tierra Grande with construction anticipated in FY25.

The specific planned work plan for years FY25-29 will be included in the 5 Year CIP presented to the Board in the spring of 2024.

Staffing for the Program

Staffing increases to implement the local road rehabilitation will be measured and modest, and rely on

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increased consultant support (i.e., a "hybrid" approach which has been discussed with the CIC and Board). With this measured approach, PWFP believes that we will be able to make timely progress on delivery of an increased number of road improvement projects.

Staff recommends implementing the new Local Road Rehabilitation Program as 'PAYGo' utilizing TOT (rather than leveraging the Road Fund's Measure X transaction revenues to support either a General Fund COP or Revenue COP bond issuance).

OTHER AGENCY INVOLVEMENT:
PWFP staff continues to coordinate with the County Administrative Office Budget & Analysis Division. They are aware that the recommended approach is now for a PAYGo program using TOT rather than debt financing. The proposed bond-funded local road repair program has been discussed at the CIC at its September 13, 2021 meeting; the CIC at its November 8, 2021 meeting with its implementation plan; the BC at its November 18, 2021 meeting; the full Board of Supervisors at its February 8, 2022 meeting for direction as a pilot; the DAC at its November 21, 2022 meeting; the BC at its November 30, 2022 meeting; and the CIC at its March 6, 2023 meeting.

FINANCING:
Staff recommends implementing the new Local Road Rehabilitation Program as 'PAYGo' utilizing TOT (rather than leveraging the Road Fund's Measure X transaction revenues to support either a General Fund COP or Revenue COP bond issuance). There would be no impact to General Fund revenues other than the use of TOT consistent with the existing County General Financial Policy.

If the Board concurs, then staff will develop and return with a formal Policy for the Local Road Rehabilitation Program which will set out the fundamental framework, tenets, and policies/priorities for adoption and inclusion in the Board Policy Manual (with implementation starting next Fiscal Year 2025).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
A key objective has been to find funding sources for much needed maintenance to the County's transportation infrastructure. Financing helps to fulfill this objective. Combining these funds with federal and/or state grants will extend funding even further. The recommended action supports the following Board of Supervisors' Strategic Initiative below:

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

Prepared by: Benny J. Young, Management Specialist - Public Works, Facilities and Parks
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Jessica Cordiero-Martinez, Finance Manager III
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

DocuSigned by: Randell Ishii C09779208FE94F3...

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Attachments:
Attachment A - CIC Report - March 6, 2023
Attachment B - PowerPoint from BC Report - November 30, 2022
Attachment C - FY 202324 General Financial Policy
Attachment D - Initial Local Road Repair Program Summary Table
Attachment E - Initial Local Road Repair Program Complete Report

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Introduced: 11/21/2023 **Current Status:** Agenda Ready

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

a. Receive an update on the Enterprise Resource Planning (ERP) Replacement Project Planning.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive an update on the Enterprise Resource Planning (ERP) Replacement Project Planning.

SUMMARY:

This agenda item is to provide the Board of Supervisors with an overall project status update including project funding for the FY23-24 project implementation costs to date for the ERP Replacement project. Cost for subsequent fiscal years will be incorporated as the department prepares its requested budget for the corresponding fiscal year. As of the date of this report, there are no anticipated cost overruns and funding has been set aside for the full cost of the project.

DISCUSSION:

The last update provided to the Budget Committee was November 29, 2023 to provide an overall project status update including project funding for the FY23-24 project implementation costs to date for the ERP Replacement project. Due to the size, complexity, and impact to the entire County it was agreed that updates would be provided to this committee on an ongoing basis.

The Board of Supervisors approved the vendor agreements for Graviton Consulting Services (Implementation services), CherryRoad Technologies (Oracle licensing), and Emphasys Computer Solutions (Sympro Treasury and Debt Management) via Consent Agenda on 7/11/23.

The project officially kicked off with the Enterprise Resource Planning (ERP) phase in August. The objective is to provide the Board of Supervisors with an update on project progress made to date in addition to FY23-24 project expenditures to Fund 478 (ERP Resource Planning, sub fund ERP).

Currently both the project schedule and budget are on track. Project resources are currently a 'watch item', as Auditor Controller has only been able to fill 3 of 12 requested backfill positions and are supporting both the project and operational needs.

Some functionality gaps have been identified during detailed working sessions, however the implementor, Graviton Consulting and Oracle partners will work with County to address functional gaps prior to Go Live. This is the first of many iterations in the product design and development stage. The positive is that these gaps are being identified early on so that there is runway to address well in advance of User Acceptance Testing and Go Live. The County has already had the opportunity to perform 'hands-on' use case execution within the system.

OTHER AGENCY INVOLVEMENT:

The implementation project team will be led by Information Technology Department and will include

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County Administrator Office, Auditor-Controller's Office, and Human Resources department leaders and staff. Other County departments will need to participate as stakeholders and will be engaged throughout various phases of the project.

FINANCING:
There is no financial impact from receiving this report, as required funding for the project will be provided by Fund 478 (Enterprise Resource Planning), Department 1050 CAO, Unit 8506, Appropriation Unit CAO034, which already includes the required funds. The available fund balance of the Enterprise Resource Planning project as of 07/01/2023 is estimated at $19,606,692. Total Expenditures in FY 2023-24 through the end of October 2023 are $1,695,565 with a current estimated fund balance of $17,911,127.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
In addition to supporting the existing basic ERP functions, the below Project Objectives support the BOS Strategic Initiative for Administration:
A. Enable the County to increase operational efficiencies by implementing best business practices and increased automation.
B. Implement standard functionality and best business practices embedded in the solution to reduce cost, long-term maintenance impacts, and avoid or minimize customizations.
C. Improve quality and accessibility of information through standard reports, ad hoc tools, and the ability to create new reports.
D. Promote a system that provides for self-services to the General Public, County departments, County employees, and external agencies via online and mobile capabilities.
E. Implement a scalable platform that will support future growth and integration without requiring significant upgrades, costs, and County resources.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Michelle Karim, IT Project Manager, 759-6901

Approved by:

DocuSigned by:
Eric Chatham
747D862C7BD04AE...
Date: 11/22/2023 | 9:27 AM PST
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
ERP Update

DocuSign Envelope ID: BFD74771-2DBD-421D-B098-AE7284285D5B

County of Monterey

Board Report

Legistar File Number: 24-035

Item No.

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

January 30, 2024

Introduced: 1/12/2024
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Conduct a public hearing to receive and accept the 2023 Annual Carmel Valley Traffic Report.

RECOMMENDATION:
It is recommended that the Board of Supervisors receive and accept the 2023 Annual Carmel Valley Traffic Report on the traffic volumes for Segments 3, 4, 5, 6, 7, and 10 (on Carmel Valley Road), pursuant to the 2010 General Plan, Carmel Valley Master Plan (CVMP).

SUMMARY:
The 2010 General Plan includes policies that require annual monitoring and reporting of traffic volumes and travel times on Segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road. If the annual monitoring reveals that traffic volumes are exceeding certain thresholds, the Board of Supervisors must conduct a noticed public hearing.

Public Works, Facilities and Parks generally monitors 13 road segments listed in CVMP Policy CV-2.17 annually (refer to Attachment A for map). Only six of those segments are required to be reported on for the annual report per CVMP Policy 2.17 (a), see Attachment E- CVMP Policy CV 2.17.

The required monitoring was completed for the months of June and October 2023 for Segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road. The Average Daily Traffic (ADT) and Percent Time Spent Following (PTSF) results are shown in Attachment B. For this monitoring period, the ADT volumes for all reportable segments are below the thresholds set by Policy CV-2.17. Segments 6 and 7 exceeded the PTSF threshold set by Policy CV-2.17. Additionally, Segments 3, 4, 5, 6 and 7 are within twenty percent (20%) of ADT threshold, as shown on Attachment C. Attachment D shows the Traffic Volumes from 2015 to present for all segments. Consequently, pursuant to Policy CV-2.17(c), a public hearing before the Board of Supervisors is required. The remaining segments do not meet this criterion and generally do not need to be evaluated annually.

DISCUSSION:
The 2010 General Plan - Carmel Valley Master Plan (CVMP) includes a policy to monitor the circulation of traffic in Carmel Valley on 13 established segments on Carmel Valley Road, numbered from east to west (locations shown in Attachment A). Segments 1-10 are located along Carmel Valley Road and segments 11-13 are located on Rio Road and Carmel Rancho Boulevard. Policy CV-2.17 requires bi-annual monitoring of peak hour traffic volumes, once while school is not in session (June) and once while school is in session (October). The counts are conducted on all 13 segments, but per Policy, an evaluation is only required on Segments 3, 4, 5, 6, 7 and 10 of Carmel

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Valley Road, plus any others that fall within 20% of the established threshold. This year, no other segments were within 20% of the established thresholds thus no additional segments need to be evaluated this year, and the list of required segments for evaluation does not need to be amended for 2024.

CVMP Policy 2.17 (c) requires the Board of Supervisors to conduct a public hearing in January following data collection if the analysis shows that the established thresholds are exceeded or are within one percent (1%) of the value that would cause a decrease in Level of Service (LOS), or when only 100 or fewer ADT remain before the ADT count for a segment will equal or exceed the indicated threshold. Attachment B presents the ADT volumes for the six required segments, the LOS data, and the threshold values from the CVMP. For 2023, two of the segments exceeded the established thresholds, and four did not exceed the established thresholds, triggering the need for the public hearing.

Traffic flow patterns were evaluated for the six Segments using two methods: Average Daily Traffic (ADT) and Percent-Time-Spent-Following (PTSF). Monitoring in 2023 was conducted in June and October, as required. This report was completed and presented to the Carmel Valley Road Committee on December 14, 2023.

The results of the monitoring, along with the threshold values established by Policy 2.17(e)(3)(b), are presented on Attachment B. For the six specified segments, data indicates a slight decrease in traffic volumes (ADT), but overall, volumes were generally similar to the volumes from last year. LOS is based on PTSF, and peak hour volumes are used to determine PTSF. The PTSF was calculated for Segments 3 through 7. PTSF methodology applies only to two-lane roads, and not to four-lane roads, and because Segment 10 is a four-lane highway, Level of Service (LOS) is based on volumes only. Based on the data collected, no monitored segment exceeded the ADT threshold in October or June. Although Segments 6 and 7 exceed the LOS D threshold, the traffic volume levels on both segments did not exceed the ADT volume threshold and are summarized in Attachment C. In addition, the traffic volume data from 2015 to present are shown in Attachment D.

For this monitoring year, the data and observations may not be typical, primarily because there were several construction activities along the Carmel Valley Road corridor that may have affected traffic flow along Carmel Valley Road. As an example, observations showed vehicles platooned behind construction vehicles that were likely travelling to or from construction project work sites. These construction projects included: the Carmel Area Wastewater District/Carmel Manor Sewer Extension project; All Saints School improvements; September Ranch subdivision; and road improvements in County Service Area (CSA) 25 (Valley Greens Drive/Quail Lodge area).

The results were presented to the Carmel Valley Road Advisory Committee (CVRAC) at its December 14, 2023, meeting. Comments received include: using a measurement other than average daily traffic to evaluate what happens on Carmel Valley Road during the times that it is actually being used; and construction activities, even if they are not on Carmel Valley Road, can have trucks that affect traffic.

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Policy 2.17 (d) further requires that every five years, the County shall examine the degree to which the estimates of changes to the LOS in the Plan Area may be occurring earlier than predicted in the General Plan Environment Impact Report. The five-year analysis was conducted following the data collection of 2020, presented to the Board on January 15, 2021, and determined that no changes to the unit cap were needed. The next 5-year interval will be included with the report in January 2026.

OTHER AGENCY INVOLVEMENT:
This traffic volume analysis was presented to the Carmel Valley Road Advisory Committee (CVRAC) at its December 14, 2023, meeting as required in the Carmel Valley Master Plan (CVMP).

FINANCING:
Scheduled traffic monitoring activities for CVMP, estimated at $8,500, are funded by the Carmel Valley Traffic Impact Fee Program. Sufficient funds are available in the Road Fund 002, Unit 8558, Appropriation Unit PFP004 to finance this work.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
By following the policies in the Carmel Valley Master Plan and conducting the required hearing, the County practices accountability and transparency.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
X Public Safety

Prepared by: Chad Alinio, PE, Senior Civil Engineer
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities and Parks DocuSigned by: Randell Ishii C09779208FE94F3... 1/16/2024 | 8:38 AM PST

The following attachments are on file with the Clerk of the Board:
Attachment A - Location Map
Attachment B - Average Daily Traffic and Percent Time Spent Following
Attachment C - Percent Under Threshold
Attachment D - Segment Traffic Volumes from 2015 to Present
Attachment E - CVMP Policy CV-2.17

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Introduced: 1/22/2024 **Current Status:** Agenda Ready

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

a. Receive a presentation on two (2) proposed projects for the Encampment Resolution Funding Round Three (ERF-3-R) opportunity offered through the California Interagency Council on Homelessness;
b. Approve the submission of the Encampment Resolution Funding Application to assist with housing of people living in Salinas River encampments in the City of Soledad;
c. Approve the submission of the Encampment Resolution Funding Application to assist with housing of people living in Salinas River encampments in the City of King City; and,
d. Authorize the County Administrative Officer, or designee to execute all necessary documents required to be awarded for one or both Encampment Resolution Funding allocations.

RECOMMENDATION:

a. Receive a presentation on two (2) proposed projects for the Encampment Resolution Funding Round Three (ERF-3-R) opportunity offered through the California Interagency Council on Homelessness;
b. Approve the submission of the Encampment Resolution Funding Application to assist with housing of people living in Salinas River encampments in the City of Soledad;
c. Approve the submission of the Encampment Resolution Funding Application to assist with housing of people living in Salinas River encampments in the City of King City; and,
d. Authorize the County Administrative Officer, or designee to execute all necessary documents required to be awarded for one or both Encampment Resolution Funding allocations.

SUMMARY/DISCUSSION:

The County Administrative Office, Homeless Services Program (CAO-HS) recommends the Board of Supervisors approve the submission of two (2) ERF-3-R applications to assist with the housing of people living along the Salinas River in Soledad and King City as outlined in the presentation (Attachment A).

In March 2023, Encampment Resolution Funding Round 3 (ERF-3-R) was authorized through Senate Bill (SB) 197 (Chapter 70, Statutes of 2022), and enacted under Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (sections 50250 et seq.) The ERF Program was established in 2022 to increase collaboration between the California Interagency Council on Homelessness (CAL-ICH), local jurisdictions, and continuums of care (CoC's) to accomplish the following:

- Assist Local Jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.

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- Provide grants to Local Jurisdictions and CoCs to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

The $400 million allocated by the 2023-2024 State budget for ERF-3-R was appropriated by SB 101 (Chapter 12, Statute of 2023) for initial disbursement to be allocated to jurisdictions that applied for ERF-2-R who met all the program requirements but were unable to receive awards due to insufficient funds. The Notice of Funds Availability (NOFA) of ERF-3-R makes the remaining $298,747,574 available for awards through a rolling application process. Applications will be accepted on a rolling basis until June 30, 2024, or until funds are depleted, whichever occurs first. Up to 50 percent of the $400 million appropriated will be prioritized for proposals that serve people living in encampments on state right of way. If awarded, funding is available for 2 years and must be fully expended no later than June 30, 2027.

The ERF-3-R program will fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments along the Salinas River in both Soledad and King City. Resolving these experiences of homelessness will address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches that is required per the NOFA (Attachment B).

The Salinas River encampments in Soledad and King City were considerably impacted by the 2023 January storms, a federally declared disaster (DR-4683). The people living along the Salinas riverbed were displaced for several days and lost most of their personal belongings, leaving significant amounts of trash and debris, including two abandoned vehicles in the riverbed. These are two significant encampments that overlap unincorporated areas of the County, city jurisdictions, and on public and private lands. Both encampments pose health and safety risks for people living in and surrounding the sites and are being proposed as potential sites for the ERF-3-R project proposals as described in the presentation.

The Community Health Engagement (CHE) outreach team has been working with individuals living along the Salinas River in both Soledad and King City to understand the varying level of needs the encamped occupants are experiencing. The Cities of King and Soledad have identified nearly 80 individuals interested in participating in the ERF program, should the County be funded. The CAO-HS is actively seeking service provider partnerships to include in the ERF proposals in partnership with the City of Soledad and the City of King City (Cities).

The Cities' encampments continue to be a major health and safety concern and is subject to clean-ups annually to protect people living in the river and surrounding communities from the threat of flood. Homeless services in S. Monterey County are limited and the people often return to the river once the rain season subsides.

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Therefore, it is recommended the Salinas River encampments in Soledad and King City be the target focus of the ERF-3-R application window one (1) to be submitted by January 30, 2024. and will be reviewed after all applications have been submitted by January 30, 2024. ERF-3-R window one (1) awards will be announced no later than March 2024.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office anticipates collaborating with the Water Resources Agency, Department of Social Services, Sheriff's Department, partner city municipalities (including Police and Fire departments), Coalition of Homeless Services Providers, and other community-based organizations.

FINANCING:
This action does not impact the General Fund. The total project expenses funded by ERF-3-R are estimated for each project proposal to between $6,000,000 and $8,000,000. The total project expenses estimated for both project proposals are between $12,000,000 and $16,000,000 of which the County could earn a 5% administrative fee between $600,000 and $800,000 for both proposals. These proposed projects include temporary shelter, a path to permanent housing, and outreach. The total proposal amounts are determined based upon site selection, availability of leveraged resources near the encampment, and overall project design. The County will administer the grant but will hold no responsibility for the sustainability of the project after the grant term expires. The Cities agree to assume responsibility for expenses incurred after the grant is fully expended for their respective project proposal. Both the County and Cities will work with a Managed Care Provider to identify additional funding resources for each project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This initiative correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by working collaboratively to address and develop a plan for ending homelessness.

Mark a check to the related Board of Supervisors Strategic Initiatives

__ Economic Development
__ Administration
X Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Sarah Federico, Management Analyst II, x5341
Roxanne Wilson, County Homeless Services Director, x5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

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Deborah Paolinelli 1/22/2024 | 5:03 PM
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Attachments:
A. Presentation on Encampment Resolution Funding 3-R Proposed Sites
B. Encampment Resolution Funding 3-R program NOFA

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County of Monterey

Board Report

Legistar File Number: ORD 24-001

Item No.

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

January 30, 2024

Introduced: 1/19/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

Consider introducing, waiving reading, and setting February 13, 2024, at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Sections 10.41.010 and 10.41.040 of the Monterey County Code to increase fines for littering in unincorporated Monterey County.

Proposed California Environmental Quality Act (CEQA) Action: Consider finding that the adoption of this ordinance is categorically exempt per Section 15308 of the CEQA Guidelines because the action consists of creating regulations for the protection of the environment.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Find the adoption of this ordinance is categorically exempt per Section 15308 of the CEQA Guidelines because the action consists of creating regulations for the protection of the environment; and

b. Introduce, waive first reading, set February 13, 2024, at 10:30 a.m. as the date and time to consider adoption of an ordinance to amend Sections 10.41.010 and 10.41.040 of the Monterey County Code to increase fines for littering in unincorporated Monterey County.

SUMMARY/DISCUSSION:

Pursuant to Article XI, Section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations to protect the natural resources of the County and promote the public health, safety, and welfare of its citizens.

On November 28, 2023, the Monterey County Environmental Health Bureau provided an update to the Board of Supervisors in response to Board Referral No.2023-20 addressing litter fines. Staff were subsequently directed to proceed with amending Monterey County Code to add specific litter fines.

Current regulations are set forth in Monterey County Code Section 10.41.040 as follows:

> "10.41.040- Litter Generally:
>
> A. A person shall not throw or deposit, or cause to be thrown or deposited, any refuse upon any premises whatsoever except at a permitted disposal facility.
> B. Transporting refuse in container used for burning. A person shall not transport refuse in any container that has been used for burning.
> C. State Law Relative to Littering. The attention of all persons is directed to Section 374 et seq. of the Penal Code and other provisions of the laws of the State prohibiting the littering of public highways."

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As Chapter 10.41 does not set forth a specific fine for violations of these regulations, such violations are subject to general fines as currently set forth in Monterey County Code Section 1.22.100, "Administrative Citations and Fines," which imposes administrative fines for violations in the amount of $100 for a first violation, $200 for a second violation within a year, and $500 for a third violation within a year.

Board Referral No. 2023.20 seeks to amend Monterey County Code to increase fines to deter littering, prevent illegal dumping, promote an enjoyable environment, and protect our natural resources. The purpose of amending the code is to facilitate an effective response to holding those responsible for illegal dumping and littering by clarifying code violations, increasing penalties, and updating language to emphasize local roles and responsibilities.

Illegal dumping and littering of solid waste and refuse is a common, repeated and increasing occurrence despite regulatory and service-related activities performed by the County of Monterey's various departments and agencies. Residents and local groups of ordinary citizens who volunteer their own personal time and efforts to clean up after those who break the law, do not deter law breakers. Many jurisdictions understand that public education and physical eradication efforts also require a robust enforcement element for an effective system to succeed.

A survey of littering fines for five counties was conducted with fines ranging from $100 to $10,000.

Location	**1st**	**2nd**	**3rd**
San Jose	$2500	$5000	$10,000
Santa Cruz	$100	$200	$500
San Benito	$2500	$5000	$10,000
San Luis Obispo	-	-	-
Fresno	Public Resources Code	Public Resources Code	Public Resources Code

First, to clearly set forth those County officials who are empowered to enforce this regulation, Staff recommend that the definition of "Enforcement Official" be added to the definitions section of 10.41.010 in its alphabetically appropriate location as new subsection G, and that all subsequent definition subsections be correctly re-alphabetized, as that this definition read as follows:

> "<u>"Enforcement Official" means any officer, employee, or agent of the County or any deputy or designee of such officer, employee, or agent that is charged with responsibility for enforcement of any provision of this Code.</u>"

Monterey County Code Section 10.41.040 be amended to read as follows:

> "10.41.040- Litter Generally:
>
> A. A person shall not throw or deposit, or cause to be thrown or deposited, any refuse upon any premises whatsoever except at a permitted disposal facility.
> B. Transporting refuse in container used for burning. A person shall not

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transport refuse in any container that has been used for burning.

C. State Law Relative to Littering. The attention of all persons is directed to Section 374 et seq. of the Penal Code and other provisions of the laws of the State prohibiting the littering of public highways.

D. Violations. The Enforcement Official may issue an administrative citation for the violation of this Section as a civil penalty as follows:

1. The first violation shall be punishable by a fine of not more than two thousand five hundred dollars ($2,500).
2. The second violation during a twelve (12) month period shall be punishable by a fine of not more than five thousand dollars ($5,000).
3. The third, and any subsequent, violation during a twelve (12) month period shall be punishable by a fine of not more than ten thousand dollars ($10,000)."

These amendments will assist any responding County agency that would encounter littering. The proposed increased fines are intended to be a deterrent to littering not an unintended financial burden. Ideally, a first offense will not warrant a subsequent second or third fine.

It is worth noting that other jurisdictions, within California and other states, have discussed the benefits of implementing fines at the statewide Illegal Dumping Conference. This conference highlights "the three E's" of education, eradication, and enforcement as the best approach for addressing illegal dumping. Locally, the Illegal Dumping Litter Abatement Task Force, known as IDLATF, has modeled its subcommittees after this three-pronged approach. The Education & Outreach subcommittee has worked on distributing a quarterly newsletter, creating media posts/videos, promoting the Disposal Voucher Program, and more as part of the efforts to continuously educate the public on why they shouldn't illegally dump and alternatives to illegal dumping. The Eradication subcommittee has hosted regular community cleanups throughout the County, collaborating with franchise solid waste haulers who also host cleanup events for residents, and working with Public Works to clean up illegal dumpsites, and more. The Enforcement and Eradication subcommittees have been developing a pilot surveillance program and implementing significant fines for illegal dumping/litter will strengthen enforcement efforts through distinct consequences to illegal dumping.

The Education and Outreach subcommittee's efforts are provided in multiple languages. The pilot surveillance programs of the Enforcement and Eradication subcommittees emphasize efforts in underserved communities, activities which mirror efforts of the Environmental Health Bureau.

This activity supports the Monterey County Health Department 2018-2024 Strategic Plan Goals: 1) Empower the community to improve health; 2) Enhance community health and safety through prevention. This activity also supports two of the ten essential public health services specifically: 5. Develop policies and plans that support individual and community health efforts and 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

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The Office of the County Counsel has approved this ordinance as to form.

FINANCING:
Adoption of the ordinance itself will not have direct financial impacts. Costs for implementation, enforcement, public outreach, and education will be covered through existing department budgets.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed ordinance supports the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☒ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☒ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, Management Analyst III, 796-1297

Approved by:

DocuSigned by:
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Date 1/22/2024 | 10:33 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
A - Draft ordinance (redline)
B - Draft ordinance (clean)