County of Monterey

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

Meeting Agenda - Final-Revised

Tuesday, January 9, 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 Luis A. Alejo - District 1
Vice Chair Supervisor Glenn Church - District 2
Supervisor Chris Lopez - District 3
Supervisor Wendy Root Askew - District 4
Supervisor Mary L. Adams - District 5

Participation in meetings

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

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

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

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

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

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

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

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

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

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

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

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

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

9:00 A.M. - Called to Order

Roll Called

Additions and Corrections for Closed Session by County Counsel

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

Closed Session

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

   a. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.

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

Public Comments for Closed Session

The Board Recessed 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. - Reconvened on Public Agenda Items

Roll Called

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.

Nominations and Presentation

2. Nominate and elect members of the Monterey County Board of Supervisors to serve as 2024 Chair and Vice Chair

3. Presentation of plaque to outgoing Chair Luis A. Alejo:
a. Comments by outgoing Chair
b. Comments by other Supervisors
c. Comments by incoming Chair and Vice Chair
d. Comments by other Supervisors

Board of Supervisors Appointments

4. Consider proposed member of the Board of Supervisors' appointments to various Standing Committees and Non-County Entities for calendar year 2024 as recommended by the incoming Chair of the Board of Supervisors **AND** consider creation, dissolution and/or continuation of certain Board of Supervisors Ad Hoc Committees.

Attachments:
Board Report
Exhibit A -Board Policy G-10
Exhibit B - Standing Committee Rotation Table - Redline
EXHIBIT C- Board Ad Hoc Committees
2024 BoS Appointments - redline
2024 BoS Appointments - clean

Ceremonial Resolutions

4.1 Adopt a resolution in recognition of the Thirtieth Anniversary of Centro Binacional para el Desarrollo Indígena Oaxaqueño. (Supervisor Lopez) (ADDED VIA ADDENDA)

Appointments

5. Consider making an appointment to the Monterey County Regional Fire District Board of Directors for a four-year term, effective upon appointment through January 9, 2028. (REVISED VIA SUPPLEMENTAL)

Attachments:
Board Report
Revised Board Report
Exhibit A - Policy
Application - Nicole Hollingsworth (Dist 5)_Redacted
Application - Teri Short (Dist 4)_Redacted
Application - Molly McGee (Dist 5) Redacted

6. Appoint Gabriela Manzo to Community Restorative Justice Commission as a Non-Profit Representative with a term expiration date on January 9, 2027. (Nominated by Community Restorative Justice Commission)

Attachments: Notification to Clerk of Appt - Gabriela Manzo
Application - Gabriela Manzo
Resume - Gabriela Manzo

7. Reappoint Charles Erik Heacox to Agricultural Advisory Committee representing Grower-Shipper Association with a term expiration date on June 30, 2027. (Nominated by Grower-Shipper Association of Central California)

Attachments: Notification to Clerk of Appt - Charles Erik Heacox
Application - Charles Erik Heacox

8. Appoint Marc Del Piero to Agricultural Advisory Committee as a representing District 5 with a term expiration date on June 30, 2027. (Nominated by District 5 Supervisor Adams)

Attachments: Notification to Clerk of Appt - Marc Del Piero
Application - Marc Del Piero

9. Appoint Otto Kramm to Agricultural Advisory Committee as a Primary Representative representing District 3 with a term expiration date on January 31, 2027. (Nominated by District 3 Supervisor Lopez)

Attachments: Notification to Clerk of Appt - Otto Kramm
Resume - Otto Kramm

10. Correct the term expiration for Don Chesterman from November 30, 2026 to November 30, 2027. (Nominated by District 2 Supervisor Church)

Attachments: Corrected Notification to Clerk of Appt - Don Chesterman
Resume - Don Chesterman

11. Correct the term expiration for Paul Anderson from November 30, 2023, to November 30, 2027. (Nominated by District 2 Supervisor Church)

Attachments: Corrected Notification to Clerk of Appt - Paul Anderson
Resume - Paul Anderson

12. Appoint Alison Kerr to the Airport Land Use Commission as a At Large member representing District 4 with a term expiration date on May 1, 2028. (Nominated by District 4 Supervisor Askew)

Attachments: Notification to Clerk of Appt - Alison Kerr
Application - Alision Kerr
Resume - Alison Kerr

13. Reappoint Luis Angel Zamora Salgado to North County Recreation and Park District as a Primary Representative representing District 2 with a term expiration date on November 30, 2026. (Nominated by District 2 Supervisor Church)

Attachments: Notification to Clerk of Appt - Luis Angel Zamora Salgado
Application - Luis Angel Salgado Zamora
Resume - Luis Angel Salgado Zamora

14. Appoint Drew Coleman to the East Garrison Community Service District Advisory Committee as an Alternate Representative with a term expiration date on January 31, 2027. (Nominated by District 4 Supervisor Askew)

Attachments: Notification to Clerk of Appt - Drew Coleman
Resume - Drew Coleman

15. Appoint Cynthia Buhl to Carmel Valley Road Advisory Committee as a Primary Representative to fill an unexpired term ending on May 4, 2024. (Nominated by District 5 Supervisor Adams)

Attachments: Notication to Clerk of Appt - Cynthia Buhl
Bio - Cynthia Buhl

16. Appoint Mitchel Winick to Housing Advisory Committee as a Primary Representative representing District 5 to fill an unexpired term ending on April 19, 2024. (Nominated by District 5 Supervisor Adams)

Attachments: Notication to Clerk of Appt - Mitchel Winick
Resume - Mitchel Winick
Application - Mitchel Winick

17. Appoint Wesley Haye to the Community Restorative Justice Commission as a Personal Experience with the Criminal Justice System representative with a term ending on January 8, 2027. (Nominated by the Community Restorative Justice Commission)

Attachments: Notification to Clerk of Appt - Wesley Haye
Application - Wesley Haye

Approval of Consent Calendar – (See Supplemental Sheet)

18. See Supplemental Sheet

General Public Comments

19. 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

20. a. Adopt an ordinance to amend the contract between the California Public Employees' Retirement System and the County of Monterey to provide Section 21118 Partial Service Retirement for local miscellaneous members and local safety members; and
b. Direct the Human Resources Department to work with the County Administrative Office and the Office of the County Counsel to implement the Partial Service Retirement Program.

Attachments: Board Report
Attachment A - Contract Between the County of Monterey and CalPERS
Attachment B - Certification of FINAL Action of Governing Body
Attachment C - Ordinance_Partial Service Retirement

21. a. Accept public comments and close the public comment period for the Fifth Substantial Amendment to the Monterey Urban County 2019-2020 Community Development Block Grant (CDBG) Annual Action Plan;
b. Accept public comments and close the public comment period for the First Substantial Amendment to the Monterey Urban County 2023-2024 CDBG Annual Action Plan;
c. Adopt and authorize the Housing and Community Development Director or their designee to submit the Fifth Substantial Amendment to the 2019-2020 Annual Action Plan and First Substantial Amendment to the 2023-2024 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD);
d. Authorize the Housing and Community Development Director or their designee to execute an Amended Subrecipient Agreement to increase the entitlement funding for Meals on Wheels of Salinas Valley by $53,351, including making minor changes as necessary, subject to review and approval by County Counsel, to implement the Fifth Substantial Amendment to the 2019-2020 Annual Action Plan; and
e. Authorize the Housing and Community Development Director or their designee to execute an Amended Subrecipient Agreement to increase the amount of project funding for the City of Gonzales by $122,911, including making minor changes as necessary, subject to review and approval by County Counsel, to implement the First Substantial Amendment to the 2023-2024 Annual Action Plan

Attachments: Board Report
Attachment A - Draft Fifth Substantial Amendment 2019-2020 Final
Attachment B - Draft First Substantial Amendment 2023-2024 Final
Presentation for Item No. 21.pdf

12:00 P.M. - Recessed to Lunch

1:30 P.M. - Reconvened

Roll Called

Scheduled Matters

22. a. Consider amending the requirements for the Outdoor Commercial Cannabis Cultivation Pilot Program related to proof of prior cultivation;
b. Consider setting a limit for aggregate outdoor cultivation canopy under the Pilot Program;
c. Consider directing Housing and Community Development staff to amend Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code; and
d. Provide further direction as appropriate. (REVISED VIA SUPPLEMENTAL)

Attachments: Board Report
Revised Board Report
Attachment A Monterey County Code Titles 20.69 and 21.69 Redline Version
Item No. 22 Presentation

23. a. Receive a broadband status report from the Chief Information Officer;
b. Receive and Accept the Monterey County Broadband Strategic Plan; and
c. Receive a broadband strategic plan presentation by MMKelly Consulting on behalf of TeleworX, LLC.

Attachments: Board Report
RCRC Broadband Strategic Plan
Presentation for Item No. 23 - IT Dept
Presentation for Item No. 23 - Teleworx

Other Board Matters

County Administrative Officer Comments

24. County Administrative Officer Comments

New Referrals

25. New Referrals

Attachments: Board Referral Matrix 1-9-24

Board Comments

26. Board Comments

Read Out from Closed Session by County Counsel

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

Adjourned

Supplemental Sheet, Consent Calendar

Natividad Medical Center

27. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-15698) with AE & Associates, LLC for coding, audits, onsite training, and remote coding support services, extending the agreement an additional one (1) year period (August 1, 2024 through July 31, 2025) for a revised full agreement term of August 1, 2019 through July 31, 2025), and adding $400,000 for a revised total agreement amount not to exceed $689,616.

Attachments: Board Report
AE & Associates LLC Amendment 3
AE & Associates LLC Amendment 2
AE & Associates LLC Amendment 1
AE & Associates LLC Agreement

28. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Student Placement Agreement with Arcadia University for rotations of Arcadia University's Doctor of Physical Therapy Program students at NMC, with an agreement term of January 15, 2024 through January 14, 2027.
b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification and insurance provisions within the agreement.

Attachments: Board Report
Student Placement Agreement with Arcadia University

29. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the Student Placement Agreement with Boise State University for rotations of Boise State University's Acute Care Nurse Practitioner Program students at NMC, with no change to the agreement term of March 1, 2023 through February 28, 2026.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification and insurance provisions within the agreement, and to include "Certification" provision (Idaho Code Section 67-2359) which addresses Institution's compliance with pertaining law of its home state of Idaho.

Attachments: Board Report
Student Placement Agreement with Boise State University
Amendment No. 1
Student Placement Agreement with Boise State University

30. Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to adjust the salary ranges of the Pharmacy Technician and Senior Pharmacy Technician classifications as indicated in Attachment A effective January 13, 2024; and

b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.

Attachments: Board Report
Attachment A
Resolution

31. Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendices A and B to retitle the classification of Quality/Compliance Administrator to Hospital Quality Director and adjust the salary range as indicated in Attachment A effective January 13, 2024; and
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.

Attachments: Board Report
Attachment A
12.2023 - RES - Retitle and Adj Salary Ranges For Quality.Compliance Administrator

32. Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician with the salary ranges as indicated in Attachment A effective January 13, 2024;
b. Amend the FY 2023-24 Natividad Medical Center Adopted Budget (Fund 451-Dept. 9600-Unit 8333-Appropriation Unit NMC001) to reallocate seven (7) Central Sterile Technician positions to seven (7) Certified Sterile Processing Technician positions and one (1) Senior Central Sterile Technician position to one (1) Senior Certified Sterile Processing Technician position as indicated in Attachment A effective January 13, 2024;
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.

Attachments: Board Report
Attachment A
Resolution

Health Department

33. a. Ratify the execution by the Director of Health Services or designee of a Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 1") and an updated Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 2”) authorizing the participation by the County of Monterey in the Technical Assistance Marketplace (“TA Marketplace”) of the California Department of Health Care Services (“DHCS”) California Advancing and Innovating Medi-Cal (“CalAIM”) Initiative, enabling the County of Monterey Health Department ("CMHD") to provide CalAIM TA

Marketplace services to DHCS-approved community-based organizations, government agencies, and other entities for a retroactive term of March 15, 2023, through June 30, 2027; and
b. Approve Director of Health Services' recommendation to accept non-standard provisions in Acknowledgements 1 and 2.

Attachments: Board Report
Acknowledgment of TA Marketplace Terms and Conditions
Updated Acknowledgement of TA Marketplace Terms and Conditions

34. a. Authorize the Director of Health Services or designee to execute Amendment No. 3, effective upon execution, to a Platform License Agreement, No. A-14686, between the County of Monterey and Conduent Health Communities Corporation (CHCC), adding a Data Usage Agreement; and
b. Approve and authorize the Health Director Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($7,000) of the original Platform License Agreement amount, do not significantly alter the scope of services, and do not exceed a revised maximum amount of $187,000.

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

35. a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with the County of Santa Barbara to provide water testing and laboratory analysis upon execution through June 30, 2024, for a total agreement amount of $5,000; and
b. Approve non-standard provisions in the Agreement as recommended by the Director of Health Services or designee; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the amendments do not exceed 10% ($500) of the original contract amount and does not significantly change the scope of work, with a total not to exceed a maximum of $5,500.

Attachments: Board Report
Agreement

36. a. Approve and authorize the Director of Health Services or designee to execute a non-standard Amendment No. 1 with Steris Corporation for the purchase of preventative maintenance for existing laboratory equipment LAB 110/250 VAC/Grav BC SD Electric, extending the term an additional year, effective January 1, 2021, through June 30, 2024, and increase the contract amount for a total amount of $58,111; and

b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($5,812) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $63,923.

Attachments: Board Report
Amendment No. 1
Exhibit A
Board Order to Agreement
Agreement

37. a. Authorize the Director of Health Services or designee to execute the Student Placement Agreement ("Agreement") with the Center for Employment Training ("CET") for the placement of nursing students within the Health Department to complete internship/externship assignments as part of their respective field of education and service-learning requirements, for a term of January 9, 2024, to June 30, 2028; and
b. Approve the recommendation of the Director of Health Services or designee to accept nonstandard indemnification provisions in the Agreement.

Attachments: Board Report
Student Placement Agreement

38. a. Ratify the execution by the Director of Health Services, of Amendment No. 1 to the Agreement with Arbor Environmental, LLC., ("Arbor") for professional consulting services related to qualitative respirator fit testing, modifying the automobile insurance provisions, with no change to term October 10, 2022 to October 9, 2024 or Agreement amount of $32,500; and
b. Approve the recommendation of Director of Health Services to accept non-standard provisions related to automobile insurance in Amendment No. 1.

Attachments: Board Report
Amendment No. 1
Agreement

39. a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with Thermo Electron N. America, LLC, for the purchase of three years of preventative maintenance for existing laboratory equipment, effective January 19, 2024, to January 18, 2027, for a total agreement amount of $26,403; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($2,640) of the original amount and does not significantly change the scope, total not to exceed a maximum of $29,043.

Attachments: Board Report
Agreement
Exhibit A
Addendum

40. Approve and authorize the Director of Health Services or their designee to execute an Amendment No. 1 to three-year Mental Health Services Agreement A-15377 with the Community Hospital of the Monterey Peninsula (CHOMP) for the addition of Crisis Stabilization Unit (CSU) services, adding $1,542,860 to FY 2023-24 for a new maximum County obligation of $1,878,380 retroactive to July 1, 2023, for the same full term of July 1, 2021 through June 30, 2024.

Attachments: Board Report
Amendment No. 1
Agreement

41. a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement with Thermo Electron N. America, LLC, for the purchase of new laboratory equipment and two years of preventative maintenance, effective upon execution, to January 31, 2027, for a total agreement amount of $170,523; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($17,052) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $187,575.

Attachments: Board Report
Agreement
Exhibit A
Addendum

42. Approve and authorize the Director of Health Services or designee to execute Amendment No. 4 to Mental Health Services Agreement A-15506 between The County of Monterey and Partners for Peace for the provision of new and additional prevention and early intervention outreach and engagement services, retroactive to January 1, 2024, which adds $358,195 in FY 2023-2024 and $357,678 in FY 2024-25, for a new total Agreement amount not to exceed $1,603,871 for a term of July 1, 2021 through June 30, 2025.

Attachments: Board Report
Draft Amendment No. 4 to Agreement A-15506
Amendment No. 3 to Agreement A-15506 is on file with the Clerk of the Board
Amendment No. 2 to Agreement A-15506 is on file with the Clerk of the Board
Amendment No. 1 to Agreement A-15506 is on file with the Clerk of the Board
Agreement A-15506 is on file with the Clerk of the Board

43. Approve and authorize the Director of Health Services or designee to execute a new Standard Agreement between the County of Monterey and The University Corporation, San Francisco State, DBA Family Acceptance Project for the provision of culturally attuned trainings, consultation, and material supports to fulfill the approved "Rainbow Connections" Mental Health Services Act (MHSA) Innovations project, for a maximum County obligation of $549,125 for the retroactive term of January 1, 2024 through June 30, 2025.

Attachments: Board Report
Agreement

44. a. Approve and authorize the Director of Health Services or designee to execute a five-year agreement with the Epicenter to provide county-wide art as healing classes to selected at-risk high school students and to collaborate with high school wellness centers throughout Monterey County for the term upon execution through April 30, 2028, for a total Agreement amount not to exceed $410,850; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($41,085) of the original amount and do not significantly change the scope of work, total not to exceed maximum of $451,935.

Attachments: Board Report
Agreement
Exhibit A

45. Approve and authorize the Director of Health Services or designee to execute a new Non-Standard Agreement between the County of Monterey and Community Foundation for Monterey County for the provision of community outreach, engagement and education for County of Monterey Behavioral Health Bureau's Mental Health Services Act (MHSA) Innovation and Prevention and Early Intervention (PEI) programming, for a maximum County obligation of $277,000 for the retroactive term of October 15, 2023 through June 30, 2024.

Attachments: Board Report
Agreement

46. a. Approve and authorize the Director of Health Services or designee to execute an Agreement with

CPS Solutions, LLC ("CPS") for 340B Program external audit and remote program monitoring services, for a term of February 1, 2024 through January 31, 2028, and a total agreement amount not to exceed $259,610; and
b. Accept the recommendation of the Director of Health Services to approve the non-standard provisions in the Agreement; and
c. Authorize the Director of Health Services or designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($25,961) of the agreement amount and do not significantly change the scope of work.

Attachments: Board Report
Agreement

Criminal Justice

47. Adopt a resolution authorizing the County Administrative Officer or her designee to sign a Memorandum of Agreement and all related documentation on behalf of the County for the U.S. Office of Justice Planning, Edward Byrne Memorial Justice Assistance Grants (JAG) application with the City of Salinas, subject to review and approval by County Counsel.

Attachments: Board Report
Board Resolution - JAG
MOU - 2023 JAG
2023 JAG Award Package

48. Approve and authorize the Sheriff to process the retirement of one canine, Loki, owned by the County of Monterey and to allow the canine handler to purchase his assigned canine for the sum of $1.00 in accordance with the Memorandum of Understanding between the County of Monterey and the County of Monterey Patrol Association (COMPA).

Attachments: Board Report
K9 Loki Resolution.doc
K9 Loki Resolution.pdf

49. Adopt Resolution to:
a. Authorize the Public Defender or Assistant Public Defender to execute Grant Agreement number BSCC169-23 with the State of California Board of State and Community Corrections (BSCC), for a no-cost extension providing the County of Monterey Public Defender with an additional twenty months, from July 1, 2023 through February 28, 2025, to continue the Indigent Defense Grant program Attorney & Case Management Enhancement (ACME) project originally executed under Grant Agreement number BSCC 169-20; and
b. Approve the delegation of authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period.

Attachments: Board Report
Resolution
Agreement BSCC 169-23
Indigent Defense Grant Program Application
Signed Agreement_BSCC_169-23

General Government

50. a. Authorize the Chief Information Officer to execute a non-Standard Agreement with Black Hills Information Security, LLC for network security evaluation for the term of January 9, 2024, through June 30, 2024, in an amount not to exceed $37,760; and
b. Authorize the Chief Information Officer or his designee to execute order forms and such documents as necessary with Black Hills Information Security, LLC; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer or his designee; and
d. Authorize the Chief Information Officer or his designee the option to execute up to two (2) future amendments to this Agreement, each extending the term by one year, where the additional costs of each Amendment do not exceed 10% ($3,776) of the original contract amount of $37,760, bringing the maximum additional compensation to $41,536 for each additional term and potential overall Agreement aggregate not to exceed amount to $120,832.

Attachments: Board Report
Non-Standard Agreement
Scope of Work

51. Approve and authorize the Auditor-Controller to sign an Amendment No. 6 to the Professional Services Agreement with Hinderliter, de Lamas & Associates, for the provision of sales and use tax recovery analysis and audit services, adding $74,850 for a revised total contract amount of $463,955, with no change to the contract term of July 1, 2019 through June 30, 2024.

Attachments: Board Report
HdL Amendment No. 6
HdL Renewal and Amendment No. 5, 4, 3, 2, 1
HDL Original Agreement

52. Adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $100,000, financed by grant revenues from the California Department of State Hospitals (4/5th vote required).

Attachments: Board Report
Resolution
Attachment A - Fully Executed Agreement
Attachment B - Approved Stepping Up Initiative Resolution

53. Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Community Engagement Program Manager and Legislative Program Manager with the salary range as indicated in Attachment A effective January 13, 2024;
b. Amend FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8440-Appropriation Unit CAO004) to reallocate one (1) vacant 1.0 FTE Management Analyst III to one (1) 1.0 FTE Community Engagement Program Manager as indicated in Attachment A effective January 13, 2024;
c. Amend FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8054-Appropriation Unit CAO004) to reallocate and approve the reclassification of one (1) 1.0 FTE Management Analyst III to one (1) 1.0 FTE Legislative Program Manager as indicated in Attachment A effective January 13, 2024;
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2023-24 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

Attachments: Board Report
Attachment A
Resolution

54. Authorize the County Contracts/Purchasing Officer or designee to execute an Agreement for the Comprehensive Economic Development Strategy (CEDS) Year 2 Annual Update Standard Agreement for National Council for Community Development Inc. 'Grow America' to perform all tasks necessary to conduct an annual CEDS update for the County of Monterey (County), for the period of six (6) months, for the term of January 9, 2024, through June 30, 2024, in the amount not to exceed $75,000.

Attachments: Board Report
Standard Agreement
Exhibit A

55. a. Adopt a resolution authorizing County Administrative staff to partner with Pacific Gas and Electric to conduct research and analysis regarding strategies for community energy efficiency and electrification projects; and
b. Authorize the County Administrative Officer, or designee, to execute Pacific Gas and Electric's Non-Disclosure Agreement that will provide staff with confidential energy infrastructure data; and,
c. Authorize the County Administrative Officer, or designee, to execute any documents necessary to implement this partnership.

Attachments: Board Report
Draft Resolution PGE Partnership
PG&E Non-Disclosure Agreement

56. Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classification of Assistant Deputy Director Social Services with the salary range as indicated in Attachment A effective January 13, 2024;
b. Direct the County Administrative Office, Auditor-Controller, and Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

Attachments: Board Report
Attachment A
Resolution

57. Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to correct the base wage salary range of the Auditor-Controller Analyst I-II classification series as indicated in Attachment A, effective December 2, 2023;
b. Direct the County Administrative Office, Auditor-Controller, and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

Attachments: Board Report
Attachment A
Resolution

58. Adopt a resolution in support of Measure N, the Pajaro Valley Health Care District Bond, on the March 2024 ballot.

Attachments: Board Report
Resolution

59. Approve and authorize the County Administrative Officer or her designee to execute a Memorandum of Agreement between the County of Monterey and the Community Hospital of the Monterey Peninsula, Inc. ("CHOMP"), for the purpose of demonstrating CHOMP's eligibility to participate in the federal drug discount 340B Program and pursuant to which CHOMP commits to provide health care services to low-income individuals who are not entitled to Medicare or Medi-Cal benefits at no reimbursement or considerably less than full reimbursement from these patients, for a term retroactive to January 1, 2024 until terminated by either Party upon not less than sixty (60) days prior written notice.

Attachments: Board Report
Agreement

60. a. Adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $4,500,000, financed by grant revenues from the California Interagency Council on Homelessness (4/5th vote required).
b. Authorize the County Administrative Officer or designee, to execute non-standard service agreements, as necessary, and upon approval by the Board of Supervisors, to effectuate the purchase of modular units to operate a low-barrier non-congregate shelter in Watsonville, California in partnership with Santa Cruz County, in an amount not to exceed the grant award of $7,986,354.

Attachments: Board Report
Resolution
Attachment A - Completed Board Order 23-143
Attachment B - Executed Agreement with the State of California
Attachment C - Estimated Cost Analysis

61. Adopt a resolution to ratify the Proclamation of Local Emergency issued by the County Administrative Officer on January 3, 2024, related to the Winter Storm Event that started on December 27, 2023, causing damage to public infrastructure and private property throughout Monterey County including the Monterey Peninsula, Carmel River, Carmel River Lagoon, Salinas River and Salinas River Lagoon, thereby causing conditions of extreme peril to the safety of persons and property nearby. (4/5ths vote required).

Attachments: Board Report
Attachment A Proclamation of a Local Emergency, dated January 3,2024
Attachment B Draft Resolution Ratifying the Proclamation of a Local Emergency

Housing and Community Development

62. a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under California Environmental Quality Act (CEQA) Guidelines section 15317; and
b. Accept a Conservation and Scenic Easement Deed covering approximately 0.77 acres of Environmentally Sensitive Habitat at 3256 17 Mile Drive, Pebble Beach (APN 008-462-008-000) to satisfy a condition of approval related to Planning Commission Resolution 23-004 (File No. PLN210276); and
c. Authorize the Chair of the Board of Supervisors to execute the Conservation and Scenic Easement Deed; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.

(Conservation and Scenic Easement Deed - PLN210276, FEATHER CYPRESS LLC, 3256 17 Mile Drive, Pebble Beach, APN 008-462-008-000, Del Monte Forest Land Use Plan)

Attachments: Board Report
Attachment A - Memorandum to the Clerk of the Board
Attachment B - Conservation and Scenic Easement Deed

63. a. Find that the execution of the Conservation and Scenic Easement Deed is categorically exempt under California Environmental Quality Act (CEQA) Guidelines section 15317;
b. Accept a Conservation and Scenic Easement Deed consisting of approximately 5,000 square feet over those proportions of the property with archaeological resources commonly referred to as APN 008-423-017-000 to satisfy a condition of approval related to Planning Commission Resolution 21-002 (File No. PLN190083);
c. Authorize the Chair of the Board of Supervisors to execute the Conservation and Scenic Easement Deed; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.
(Conservation and Scenic Easement Deed - PLN190083, GREEN JASON E & ANN W TRS, 3334 17-Mile Drive, Pebble Beach, APN 008-423-017-000, Del Monte Forest Land Use Plan)

Attachments: Board Report
Attachment A - Memorandum to Clerk of the Board
Attachment B - Conservation Scenic Easement Deed

Public Works, Facilities and Parks

64. a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 3 to Standard Agreement No. A-14567 between the County of Monterey and A & B Fire Protection and Safety, Inc., for fire sprinkler suppression system services including annual inspections, testing, maintenance services and on-call repairs, to renew and amend the agreement to add an additional one (1) year from December 1, 2023 to December 1, 2024, for a new term of December 2, 2019 through December 1, 2024 and increase the not to exceed amount by $100,000, for a total not to exceed amount of $615,310; and
b. Authorize the Contracts/Purchasing Officer or designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement, each extending the term by one year, with no increase in the not to exceed amount.

Attachments: Board Report
Attachment A - A3 to A & B Fire Protection & Safety
Attachment B - A2 to A & B Fire Protection & Safety
Attachment C - A1 to A & B Fire Protection & Safety Inc.
Attachment D - Standard Agreement with A&B Fire
Attachment E - Summary Annual Exp and Balance

65. Adopt a resolution to:

a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2023-24 Adopted Budget for the Carmel Lagoon project, County Service Areas/County Sanitation District Water projects, Parks Water projects, Laguna Seca Clean Water project, Laguna Seca Sewer Infrastructure project, ARPA Project Contingency, Prop 68 projects, Jail Sewer Lift Station project, Development SW Corner of Gabilan at Church project, 331 North Sanborn project, Bradley Library project, HVAC Animal Shelter project, Sheriff Replace Kitchen Refrigeration project, Sheriff Replace and Install New ATS project, 911 replace 2 HVAC units project, 911 Center Fence and Pavement Improvement project, District Attorney Security Improvement project, 168 W Alisal 3rd Floor Elevator and Supervisor Door Security Improvement project, 168 W Alisal Site Lighting Improvement project, 1488 Schilling Place Shredder Safety Reconfiguration project, Records Retention Center Office Safety and Ergo Improvement project, 1441 Schilling Place Failed Beam Assessment and Repair project, and Schilling Place Emergency Generator Rental project, as follows:

1. Increase appropriations by $3,647,411 in Fund 478-BIR, Appropriation Unit CAO047, financed by Unrestricted Net Position (478-BIR-3202); (4/5ths vote required).
2. Increase appropriations by $9,523,444 in Capital Projects, Fund 404, Appropriation Unit PFP057, financed by increased revenues from Federal Aid Reimbursements of $821,934, a transfer in from Fund 478-BIR, Appropriation Unit CAO047 of $4,865,213, and Unassigned Fund Balance (404-3101) of $3,836,297; (4/5ths vote required).
3. Increase appropriations by $503,067 in General Fund, Fund 001, Facility Services Appropriation Unit PFP054, financed by a transfer in from Fund 478-BIR, Appropriation Unit CAO047. (4/5ths vote required).

b. Authorize and direct the Auditor-Controller to transfer $5,368,280 from Fund 478-BIR, Appropriation Unit CAO047 to Capital Projects, Fund 404, Appropriation Unit PFP057 ($4,865,213) and General Fund, Fund 001, Facility Services Appropriation Unit PFP054 ($503,067). (4/5ths vote required).

Attachments: Board Report
Attachment A - BOS True up Projects
Attachment B - Draft Resolution

66. Approve and authorize the Monterey County Laguna Seca Representative to execute an Event Agreement between Ferrari North America, Inc., and the County of Monterey for the right to conduct a sports car type road racing event at WeatherTech® Raceway at Laguna Seca in calendar year 2024 event season.

Attachments: Board Report
Attachment A - Event Agreement

67. a. Approve and authorize the Monterey County Laguna Seca Representative to execute a retroactive Standard Agreement between Smile Business Products, Inc. and the County of Monterey for equipment lease for printers, copiers, and multifunction machine services for Laguna Seca Recreation Area with a term beginning July 1, 2023, through December 31, 2024, for an amount not to exceed of

$50,000.
b. Approve and authorize the Monterey County Laguna Seca Representative to execute a future amendment to the retroactive Standard Agreement where the total amendments do not exceed ten percent (10%), or $5,000, of the agreement amount and does not significantly change the scope of work, subject to County Counsel approval for a total not to exceed amount of $55,000.

Attachments: Board Report
Attachment A - Smile Business Prod. Retro Agmt.

68. a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 2 to the Standard Agreement with San Miguel Garbage Co., Inc. to provide solid waste containers and solid waste and recycling collection services at Lake Nacimiento Resort, extending the term through February 25, 2029, for a revised term of February 26, 2019, to February 25, 2029; and increasing the amount not to exceed by $467,788 with an amended not to exceed total of $885,357; and,
b. Approve and authorize the County Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total amendments do not exceed 10% ($88,535) of the Agreement's not to exceed sum for an aggregate total not to exceed of $973,893 and does not significantly change the scope of work, subject to County Counsel approval.

Attachments: Board Report
Attachment A - S A with San Miguel Garbage
Attachment B - Amendment 1
Attachment C - Proposed Amendment 2
Attachment D - Annual Expenditures and Balance

69. Approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between NorCal Rental Group LLC dba Cresco Equipment Rentals and the County of Monterey for Golf Cart Rentals and Service for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of April 1, 2023 through December 31, 2024; and increasing the amount not to exceed by $160,000 with an amended not to exceed total of $325,000.

Attachments: Board Report
Attachment A - Standard Agreement with Cresco
Attachment B - Proposed Amendment No. 1
Attachment C - Summary of Agreement Annual Expenditures and Balance

70. Approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between Tix, Inc. and the County of Monterey to provide a web-based ticket system for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of January 1, 2022, through December 31, 2024 and increasing the amount not to exceed by $85,000 with an amended not to exceed total of $225,000.

Attachments: Board Report
Attachment A - Standard Agreement with Tix, Inc.
Attachment B - Proposed Amendment No. 1
Attachment C - Summary of Agreement Annual Expenditures and Balance

71. a. Approve Amendment No. 1 to Standard Agreement No. A-15190, Multi-Year Agreement #3200*5629, with SCA of CA, LLC to provide National Pollutant Discharge Elimination System (NPDES), on-call and emergency street sweeping services, Request for Proposals #10784; extend the expiration date for one additional year through March 31, 2025, for a revised term of April 1, 2021 to March 31, 2025, with the option to extend the term for one additional 1-year period, and increase the not to exceed maximum by $184,414 to a total amount of $569,514; and
b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 1 to Standard Agreement No. A-15190 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

Attachments: Board Report
Attachment A - Proposed Amendment No. 1 to SA
Attachment B - Assignment & Assumption of Contract to SA
Attachment C - SA
Attachment D - Summary of SA and Annual Expenditures & Balance

Addenda/Supplemental

72. **Addenda/Supplemental**
Added Item No. 4.1 under Ceremonial Resolution

Attached Revised Board Report & Application to No. 5 Under Appointments

Revised Item No. 22 and Attached Revised Board Report under Scheduled Matters
22. ~~Consider providing direction to staff on potential amendments to outdoor commercial cannabis regulations contained in Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code~~ a. Consider amending the requirements for the Outdoor Commercial Cannabis Cultivation Pilot Program related to proof of prior cultivation;
b. Consider setting a limit for aggregate outdoor cultivation canopy under the Pilot Program;
c. Consider directing Housing and Community Development staff to amend Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code; and
d. Provide further direction as appropriate

County of Monterey

Board Report

Legistar File Number: CS 24-001

Item No.1

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

January 09, 2024

Introduced: 1/2/2024
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 section 54956.9(d)(2), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.

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

County of Monterey

Board Report

Legistar File Number: 24-002

Item No.2

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

January 09, 2024

Introduced: 1/3/2024
Version: 1

Current Status: Draft
Matter Type: General Agenda Item

Nominate and elect members of the Monterey County Board of Supervisors to serve as 2024 Chair and Vice Chair

County of Monterey

Board Report

Legistar File Number: 24-003

Item No.3

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

January 09, 2024

Introduced: 1/3/2024
Version: 1

Current Status: Draft
Matter Type: General Agenda Item

Presentation of plaque to outgoing Chair Luis A. Alejo:

a. Comments by outgoing Chair
b. Comments by other Supervisors
c. Comments by incoming Chair and Vice Chair
d. Comments by other Supervisors

Introduced: 1/4/2024
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Consider proposed member of the Board of Supervisors' appointments to various Standing Committees and Non-County Entities for calendar year 2024 as recommended by the incoming Chair of the Board of Supervisors **AND** consider creation, dissolution and/or continuation of certain Board of Supervisors Ad Hoc Committees.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Consider the proposed member of the Board of Supervisors' appointments to various Standing Committees and Non-County Entities as proposed by the incoming Chair; and,
b. Consider the following options for each of Board of Supervisors Ad Hoc Committees:
    i. Creation or dissolution from 2024 appointments list; or
    ii. Confirm appointments and establish new termination date.

SUMMARY:

In March 2022, the Board of Supervisors (Board) adopted policy language establishing the rotation of appointments to standing committees with three-year terms, sequentially by district, and continued confirmation of members to ad hoc committees and appointments to non-county entities at the beginning of each calendar year.

DISCUSSION:
Board Policy G-10 (Exhibit A) addresses Board standing and ad hoc committees, non-county entities to which the Board makes appointments, and the process for making such appointments. The policy set forth a rotating membership for standing committees with three-year terms and continued the confirmation of ad hoc committees and appointments to non-county entities on an annual basis.

Standing Committees
The rotational sequence for standing committee appointments commenced on January 17, 2023, following Board approval. However, staff recently identified an error in the approved rotation schedule related to the Equal Opportunity Committee. The schedule requires approval by the Board as noted in the redlined Exhibit B.

Non-County Entities:
Pursuant to Policy G-10, the County Administrative Officer (CAO) solicited input from each supervisor regarding service on various non-county entities to which the Board makes appointments. The CAO, Chief Assistant CAO, and County Counsel have conferred with the incoming Chair

regarding Board member preferences on such entities. The incoming Chair will provide recommendation for member of the Board of Supervisors' appointments to those entities for the Board's consideration.

Ad Hoc Committees
There are nine ad hoc committees of the Board, listed with detail on Exhibit C for the Board's reference. Board direction is sought regarding the creation, dissolution and/or continuance of the identified ad hoc committees.

A consolidated list of standing committee appointments and proposed member of the Board of Supervisors' appointments to various Non-County Entities by the incoming Chair is attached to this report as Exhibit D for Board consideration.

Upon Board direction, the County Administrative Office will modify and post the 2024 appointment list accordingly.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated with the Office of County Counsel and the incoming Chair of the Board of Supervisors (District 2).

FINANCING:
There are no financial impacts to the General Fund resultant to the Board receiving this report. Costs related to the operation of various boards, committees and commissions are funded in the appropriate departmental budget related to their operations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The member of the Board of Supervisors' assignments and staff to boards, committees, and commissions for calendar year 2024 work to advance all categories of the Board's Strategic Initiatives.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Karina Bokanovich, Management Analyst
Approved by: Sonia M. De La Rosa, County Administrative Officer

Attachments:
Exhibit A - Board Policy G-10

Exhibit B - Standing Committee Rotation Schedule - Redlined
Exhibit C - Ad Hoc Committee Descriptions
Exhibit D - Consolidated list of Standing Committee, Non-County Entity, and Ad hoc Committee appointments for 2024

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County of Monterey

Board Report

Legistar File Number: 24-006

Item No.4

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

January 09, 2024

Introduced: 1/4/2024
Version: 1
Current Status: Agenda Ready
Matter Type: General Agenda Item

Consider proposed member of the Board of Supervisors' appointments to various Standing Committees and Non-County Entities for calendar year 2024 as recommended by the incoming Chair of the Board of Supervisors **AND** consider creation, dissolution and/or continuation of certain Board of Supervisors Ad Hoc Committees.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Consider the proposed member of the Board of Supervisors' appointments to various Standing Committees and Non-County Entities as proposed by the incoming Chair; and,
b. Consider the following options for each of Board of Supervisors Ad Hoc Committees:
    i. Creation or dissolution from 2024 appointments list; or
    ii. Confirm appointments and establish new termination date.

SUMMARY:
In March 2022, the Board of Supervisors (Board) adopted policy language establishing the rotation of appointments to standing committees with three-year terms, sequentially by district, and continued confirmation of members to ad hoc committees and appointments to non-county entities at the beginning of each calendar year.

DISCUSSION:
Board Policy G-10 (Exhibit A) addresses Board standing and ad hoc committees, non-county entities to which the Board makes appointments, and the process for making such appointments. The policy set forth a rotating membership for standing committees with three-year terms and continued the confirmation of ad hoc committees and appointments to non-county entities on an annual basis.

Standing Committees
The rotational sequence for standing committee appointments commenced on January 17, 2023, following Board approval. However, staff recently identified an error in the approved rotation schedule related to the Equal Opportunity Committee. The schedule requires approval by the Board as noted in the redlined Exhibit B.

Non-County Entities:
Pursuant to Policy G-10, the County Administrative Officer (CAO) solicited input from each supervisor regarding service on various non-county entities to which the Board makes appointments. The CAO, Chief Assistant CAO, and County Counsel have conferred with the incoming Chair regarding Board member preferences on such entities. The incoming Chair will provide recommendation for member of the Board of Supervisors' appointments to those entities for the Board's consideration.

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Ad Hoc Committees
There are nine ad hoc committees of the Board, listed with detail on Exhibit C for the Board's reference. Board direction is sought regarding the creation, dissolution and/or continuance of the identified ad hoc committees.

A consolidated list of standing committee appointments and proposed member of the Board of Supervisors' appointments to various Non-County Entities by the incoming Chair is attached to this report as Exhibit D for Board consideration.

Upon Board direction, the County Administrative Office will modify and post the 2024 appointment list accordingly.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated with the Office of County Counsel and the incoming Chair of the Board of Supervisors (District 2).

FINANCING:
There are no financial impacts to the General Fund resultant to the Board receiving this report. Costs related to the operation of various boards, committees and commissions are funded in the appropriate departmental budget related to their operations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The member of the Board of Supervisors' assignments and staff to boards, committees, and commissions for calendar year 2024 work to advance all categories of the Board's Strategic Initiatives.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Karina Bokanovich, Management Analyst
Approved by: Sonia M. De La Rosa, County Administrative Officer

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Attachments:
Exhibit A - Board Policy G-10
Exhibit B - Standing Committee Rotation Schedule - Redlined
Exhibit C - Ad Hoc Committee Descriptions
Exhibit D - Consolidated list of Standing Committee, Non-County Entity, and Ad hoc Committee appointments for 2024

County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Standing and Ad Hoc Committees, and Non-County Entities Functions, Membership and Appointments	G-10	1 of 16
Policy Category Government and Administration		

I. Purpose

a. To establish policy and guidelines for the function of and appointments to standing andad hoc committees of the Board of Supervisors, and appointments to non-County entities such as the Local Agency Formation Commission of Monterey County ("LAFCO") and the Monterey Bay Air Resources District ("MBARD").

II. Background

a. The Board of Supervisors ("Board") has, on occasion, established various standing and ad hoc committees. In addition, the County is required or has agreed to appoint Supervisors to various non-County entities such as special districts and joint powers authorities. Historically, the appointments to such committees and non-County entities have been annually upon recommendation of the incoming Chairperson of the Board and vote of the full Board. The procedure for appointments has not been formally established and was last addressed by the Board in 2010.

b. This policy is intended to formalize the functions of, and the appointment process to, Board standing and ad hoc committees, and appointments to non-County entities.

III. Policy

a. It is the policy of the Board that the functions of and appointments to Board standing and ad hoc committees, and appointments to non-County entities, be pursuant to this policy unless otherwise determined by Board resolution or Board order.

IV. Definitions

a. "Standing committee" means an advisory committee established by the Board consisting of less than a quorum of the Board and having continuing jurisdiction of a major policy issue or objective, or an issue of ongoing significance to the County. Standing Committees shall be subject to the California Open Meeting Law, Government Code

section 54950 et seq. (the "Brown Act").

b. "Ad hoc committee" means an advisory committee established by the Board, consisting of less than a quorum of the Board, and established to address a specific issue or goal with a limited existence. Ad hoc committees shall generally not exist for the lesser of the time to complete their purpose or 1 year.In unusual circumstances, the Board may authorize an ad hoc committee to exist beyond 1 year, but such committees shall not exist for more than a total of eighteen (18) months. Ad hoc committees are not subject to the Brown Act.

c. "Non-County entity" means a non-County legislative or governing body established pursuant to state law or agreement. Examples of non-County entities are, but are not limited to, LAFCO, MBARD, Salinas Valley Groundwater Sustainability Agency ("SVBGSA"), Salinas Valley Recycles (Salinas Valley SolidWaste Authority), Monterey Regional Waste Management District ("MRWMD"), and Monterey One Water ("M1W"). Such entities may or may not be subject to the Brown Act, depending on their organic law, method of formation, or unilateraldetermination. Membership on some such entities may also be determined by state law or agreement.

V. Committees established

a. Standing committees.

As of the date this policy was adopted, the standing committees of the Board are as set forth in Attachment A. The Board may create new or abolish existingstanding committees from time-to-time, and the Clerk of the Board ("COB") is authorized and directed to update Attachment A as necessary to reflect the newor abolished committees. Attachment A shall reflect which committees are newand which have been abolished, and the date of such action by the Board to create a historical record of standing committees.

b. Ad hoc committees.

As of the date this policy was adopted, the ad hoc committees of the Board are as set forth in Attachment B. The Board may create new or abolish existing ad hoc committees, on occasion, and the COB is authorized and directed to update Attachment B as necessary to reflect the new or abolished committees. Attachment B shall reflect which committees are new and which have been abolished, the date of such action by the Board, and the target date for the termination of the Ad Hoc Committee, to create a historical record of ad hoc committees.

c. Non-County entities.

As of the date this policy was adopted, the non-County entities to which the Board makes appointments are as set forth in Attachment C. Non-County entities may be created or abolished on occasion, and the COB is

authorized and directed to update Attachment C as necessary to reflect the newor abolished entities. Attachment C shall reflect which entities are new and which have been abolished, and the date of such action, to create a historical record of non-County entities.

VI. Appointments and Membership

a. Standing committees.

The membership on standing committees shall be on a rotational basissequentially by Supervisorial District as follows:

1. Supervisors shall serve on a standing committee for a term of three years that commences on January 1st and ends on December 31st.

2. Upon adoption of this policy, the Chairperson shall recommend appointments to the standing committees for the remainder of calendar year 2022, with consideration given to interest, continuity, expertise and importance to specific Supervisorial Districts, and the Board shall make the appointments. Thereafter, in December of 2022, the incoming Chairperson shall recommend appointments to the standing committees on a rotational basis. The recommendations shall be by Supervisorial District sequentially, and the recommendations shall stagger the initial terms such that not all memberships start with District 1. For example, Districts 1 and 2 to committee A; Districts 2 and 3 to committee B; Districts 3 and 4 to committee C, etc. The Board shall make the appointments at the first meeting in January of 2023, designating the Supervisor first in sequence to serve an initial term of two years, and the Supervisor second in sequence to serve the full term. Thereafter, upon completion of a Supervisor's term on the committee, the Supervisor from the District next in sequence shall serve on the committee and no formal appointment by the Board shall be required.

3. A Supervisor whose District is in sequence may, at the start of a term, decline to serve on a standing committee, in which case the Supervisor in the District next in sequence shall serve, and the membership sequence shall remain the same. For example, if the Supervisor from District 3 is next in sequence to start a term to serve on committee A and declines, theSupervisor from District 4 then serves on the committee and District 5 is next in sequence. The declining Supervisor shall provide notice to the Chairperson, CAO, County Counsel, and the COB in the December prior to the start of a term.

   If all other Supervisors decline to serve, the Board shall make an appointment upon the Chairperson's recommendation. Upon such appointment, the appointed Supervisor's District shall not re-start the sequence of membership and it remains the same. In the same exampleas above, if District 2 is appointed, District 5 remains next is sequence.

4. A Supervisor whose District is in sequence may assign or delegate membership on a standing committee to another Supervisor at the start of a term. Such assignment or delegation shall require Board approval. In the event the Board approves the assignment or delegation, the assigned/delegated Supervisor's District shall not re-start the sequence of membership. For example, the Supervisor from District 4 is on committee B and the Supervisor from District 5 is next in sequence to serve on that committee. The Supervisor from District 5 may assign or delegate service to the Supervisor from District 3. Upon Board approval, the Supervisor from District 3 serves on the committee, but District 1 remains in sequence to next serve a term on the committee. If the Board declines all proposed assignments/delegations, the Supervisor from the District in sequence shall serve the term. In the example above, if the Board declines the assignment/delegation to District 3, the Supervisor from District 5 shall serve the term.

5. Membership on standing committees is by District. If a new Supervisor is elected during a term for which a District is serving on a committee, the newly elected Supervisor shall finish out the term.

6. Supervisors who begin a term on a committee are expected to serve out that term. If a vacancy occurs in a Supervisorial District, or a Supervisor desires to resign or refuses to participate in committee meetings, the procedures in paragraph VI.A.3, above, shall generally be followed, and the selected Supervisor shall serve out the term on the committee, but thesequence of membership shall remain the same.

7. Notwithstanding the foregoing:

    i. A Supervisor from either District 3 or 4 shall serve on the Monterey Urban County Standing Committee with the remaining position rotating sequentially by District;

    ii. The Supervisors from Districts 2 and 3 shall serve on the Water Resources Agency Joint Boards Leadership Committee;

    iii. The Supervisor from District 3 shall serve on the Cannabis Standing Committee with the remaining position rotating sequentially by District;and,

    iv. The Supervisor appointed to serve on the Coalition of Homeless Services Providers Leadership Council shall serve on the Homelessness Standing Committee with the remaining position rotating sequentially by District.

    v. Should any of the above identified Supervisors decline to serve, wish to assign or delegate, or resign from serving, the procedures in paragraphs VI.A.3, A.4 or A.6, above, shall be followed as appropriate.

8. The COB shall keep a roster of standing committee membership which shall be presented to the Board for information at the Board's first meetingof the calendar year.

b. Ad hoc committees.

Ad hoc committees may be formed on occasion by the Board. Upon formation, the Board shall determine membership and anticipated length of existence, with consideration given to interest, expertise, and importance to specific Supervisorial Districts. Supervisors appointed to an ad hoc committee are expected to serve on the committee until such time as the committee is disbanded; however, a Supervisor may request to be removed from a committee,in which case the Board shall select a replacement.

Prior to the first meeting of the Board in a calendar year, the COB shall prepare amatrix showing membership on ad hoc committees and the anticipated expiration of the committees, and submit the matrix for Board confirmation at the first meeting of the calendar year. The COB shall keep the matrix for reference and shall update the matrix if a committee is disbanded during the calendar year.

c. Non-County entities.

In December of each year, for those non-County entities whose membership is not set by state law or agreement, the CAO shall, in a manner that does not violate the Brown Act, and in consultation with the County Counsel, solicit interest from each Supervisor regarding service on such entities (designated appointments are listed on Attachment C). Upon receiving such input, the CAO shall provide the information to the incoming Chairperson, who shall prepare recommendations for appointments to the non-County entities, including recommendations for those non-County entities whose membership is set by state law or agreement. Recommendations for those entities whose membershipis not set by state law or agreement shall be prepared with consideration given tointerest, continuity, expertise, and importance to specific Supervisorial Districts.
The CAO shall process to the full Board consideration of the recommendations atthe first Board meeting in January of each year, and the Board shall make such appointments as it deems appropriate. The COB shall keep a roster of non- County entity membership for reference.

VII. Committee Procedures

a. At their first meeting of each calendar year, standing and ad hoc committees shall select a Chairperson. Generally, and unless a committee determines otherwise, the Chairperson position of each committee shall rotate annually between its appointees. The meetings of committees, and the responsibility of committee members, shall be in conformance with Section 2.04.250 of the Monterey County Code, enclosed for ease of reference as Attachment D.

VIII. Review Date

a. This Policy will be reviewed by the Board in December of 2024, and then every even numbered year after that.

IX. Board Action

a. Legistar File Number: 22-185, March 1, 2022

ATTACHMENT A

ATTACHMENT A

BOARD STANDING COMMITTEES

Alternative Energy and Environment Committee

Budget Committee

Cannabis Standing Committee[1]

Capital Improvement Committee

Economic Opportunity Committee

Equal Opportunity Committee

Health, Housing, and Human Services Committee

Homelessness Committee[2]

Human Resources Committee

Legislative Committee

Monterey Urban County Standing Committee[3]

Water Resources Agency Joint Boards Leadership Committee[4]

[1]Supervisor from District 3 to be a member with the remaining position rotating sequentially by District.
[2]Supervisor appointed to Coalition of Homeless Services Providers Leadership Council to be a member with the remaining position rotating sequentially by District.
[3]Supervisor from either District 3 or 4 to be a member with the remaining position rotating sequentially by District.
[4]Supervisors from Districts 2 and 3 to be members.

ATTACHMENT B

ATTACHMENT B

BOARD AD HOC COMMITTEES

Animal Services Ad Hoc Committee

COVID-19 Agricultural Ad Hoc Committee

COVID-19 Communications Ad Hoc Committee

COVID-19 Hospitality Ad Hoc Committee

Downtown MOU Ad Hoc Committee

Housing Authority Ad Hoc Committee

ATTACHMENT C

ATTACHMENT C

NON-COUNTY ENTITIES

3CE (Central Coast Community Energy) – Policy Board

3CE (Central Coast Community Energy) – Operations Board[1]

Arts Council for Monterey County

Association of Monterey Bay Area Governments (AMBAG)

Behavioral Health Commission

California State Association of Counties (CSAC) Board of Directors[2]

Central California Alliance for Health (Santa Cruz-Monterey-Merced Managed Medical Care Commission) (CCAH)

Children's Council of Monterey County

Coalition of Homeless Services Providers Leadership Council

Community Corrections Partnership[1]

Community Alliance for Safety and Peace (CASP)

Community Restorative Justice Commission

Emergency Communications Policy Advisory Committee

Emergency Medical Services Committee

First 5 Monterey County

Golden State Connect Authority (GSCA)

Golden State Financing Authority (GSFA)

Gonzales Enhanced Infrastructure District Public Financing Authority[3]

Juvenile Justice Coordinating Council

Law Library Board of Trustees[1]

Local Agency Formation Commission (LAFCO)

Military & Veterans Affairs Advisory Commission

Monterey Bay Air Resources District (MBARD)

Monterey County Convention and Visitors Bureau (MCCVB)

Monterey County Parks Commission

ATTACHMENT C (cont.)

NON-COUNTY ENTITIES

Monterey One Water (M1W)

Monterey Peninsula Water Management District (MPWMD) Board of Directors[4]

Monterey Peninsula Water Management District (MPWMD) Policy Advisory Committee (PAC)

Monterey Peninsula Water Management District (MPWMD) Technical Advisory Committee (TAC)[1]

Monterey Peninsula Water Supply Project Governance Committee

Monterey Regional Waste Management District (MRWMD)[5]

Monterey-Salinas Transit (MST)

Natividad Medical Center Board of Trustees

Pajaro Regional Flood Management Agency (PRFMA)[6]

Pajaro River Watershed Flood Prevention Authority (PRWFPA)

Remote Access Network[7]

Rural County Representatives of California (RCRC)

Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA)[8]

Salinas Valley Recycles (Salinas Valley Solid Waste Authority)[9]

Seaside Groundwater Basin Watermaster[10]

Transportation Agency for Monterey County (TAMC)[11]

Workforce Development Board (WDB)

[1]County staff appointments.

[2]Appointment to the Board of Directors is typically made in the fall, in time for the appointed Supervisor to participate in the CSAC Board meeting in November/December.

[3]Appointee is the Supervisor from the District that includes the City of Gonzales; alternate is chief of staff.

[4]Appointee must be a resident of MPWMD.

[5]Appointee shall be the Supervisor from either District 4 or 5.

[6]The Supervisor from District 2 shall be the County appointee to the Board; Board to make another appointment for the Water Resources Agency seat.

[7]Appointee shall be the Chairperson of the Board.

[8]Appointment to SVBGSA Board is made in June for a three (3) year term. Next appointment is June of 2023, and every three (3) years thereafter.

[9]Appointees shall be the Supervisors from Districts 1, 2 and 3, either as primaries or alternate.

[10]Appointees shall be the Supervisors from Districts 4 and 5.

[11]Alternates are County staff appointments.

ATTACHMENT D

ATTACHMENT D

2.04.250 Committees.

A. It shall be the responsibility of each member of a committee appointed by the Board to be fully informed concerning the business assigned to it by the Board. Eachcommittee shall promptly perform tasks assigned to it and report to the Board such information and recommendations as shall be necessary or proper.

B. The regular meetings of all committees of the Board of Supervisors shall be held at168 West Alisal Street, Salinas, California; however, regular meetings of a Board committee may be held at a location within the County other than 168 West Alisal Street or other than in the City of Salinas provided that either:

1. Such alternate location is adopted when the schedule for regular meetings duringthe year is adopted by the committee as permitted in Subsection 2.04.250.D, or

2. The alternate location is adopted by resolution or order at a regular meeting and notice of the alternative location is posted prior to the regular meeting immediatelypreceding the meeting at the alternate location.

C. Committees may hold special meetings, and continue or adjourn regular meetings, in the manner provided for the Board of Supervisors set forth in Sections 2.04.030 and2.04.060, above.

D. Each committee may annually adopt a schedule setting forth the time and place forholding regular meetings; such schedule may be amended from time-to-time by the committee.

(Ord. 2523 § 1 Ch. 7 Rule 23, 1979)

(Ord. No. 5257, §§ 5, 6, 9-29-2015)

Board Standing Committee Assignments in Next Five Years with Staggered Rotation, 3-Year Terms

BOARD STANDING COMMITTEES	2023 DISTRICTS	2024 DISTRICTS	2025 DISTRICTS	2026 DISTRICTS	2027 DISTRICTS
Alternative Energy and Environment Committee	1 2	1 2	2 3	3 4	3 4
Budget Committee	2 3	2 3	3 4	4 5	4 5
Cannabis Standing Committee[1]	3 5	3 5	3 5	3 1	3 1
Capital Improvement Committee	4 5	4 5	5 1	1 2	1 2
Economic Development Committee	5 1	5 1	1 2	2 3	2 3
Equal Opportunity Committee	1 2	1 2	~~3~~2 ~~4~~3	~~4~~3 ~~5~~4	~~5~~3 ~~1~~4
Health, Housing, and Human Services Committee	2 3	2 3	3 4	4 5	4 5
NEW - Homelessness	X[2] 4	X 4	X 4	X 5	X 5
Human Resources Committee	4 5	4 5	5 1	1 2	1 2
Legislative Committee	4 1	4 1	1 2	2 3	2 3
Monterey Urban County Standing Committee[3]	3 2	3 2	4 2	4 5	4 5
Water Resources Agency Joint Boards Leadership Committee[4]	2 3	2 3	2 3	2 3	2 3

[1] The Supervisor from District 3 shall serve on the Cannabis Standing Committee with the remaining position rotating sequentially by District.
[2] The Supervisor appointed to serve on the Coalition of Homeless Services Providers Leadership Council shall serve on the Homelessness Standing Committee with the remaining position rotating sequentially by District – Supervisor Alejo appointed for 2022.
[3] A Supervisor from either District 3 or 4 shall serve on the Monterey Urban County Standing Committee with the remaining position rotating sequentially by District.
[4] The Supervisors from Districts 2 and 3 shall serve on the Water Resources Agency Joint Boards Leadership Committee.

EXHIBIT B 2023 Ad Hoc Committees

Ad hoc committees are periodically established by the Board of Supervisors to address a single subject for a limited duration.

Ad Hoc Committee	Established	Purpose
AB 1185 Ad Hoc Committee	2/28/2023	Study various options available concerning oversight of the Office of the Sheriff pursuant to Assembly Bill 1185.
Animal Services Ad Hoc Committee	2016	Provide oversight of the alignment of animal services in Monterey County and the City of Salinas.
COVID-19 Agricultural Ad Hoc Committee	2020	Address the challenges faced by specific economic sectors through the COVID-19 pandemic while maintaining a focus on the health of our communities and the need for policies and protocols to protect our residents and workforce.
COVID-19 Communications Ad Hoc Committee	1/12/21	Work with staff and other Board approved resources to increase public awareness of County efforts to address the pandemic.
COVID-19 Hospitality Ad Hoc Committee	2020	Address the challenges faced by specific economic sectors through the COVID-19 pandemic while maintaining a focus on the health of our communities and the need for policies and protocols to protect our residents and workforce.
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2020	Address Natividad Medical Center's Strategic Objectives.
Non-County Entity Appointment Procedure Ad Hoc	11/28/2023	Review and vet current non-county entities appointment procedure.
Salinas-County Ad Hoc Committee	2/23/2021	Work on updating MOUs in relation between the County and the City of Salinas.
Unified Health System Ad Hoc Committee	7/19/2022	Address electronic efficiencies for patients requiring medical help.

Assignment of Monterey County Board of Supervisors Members and Staff to Boards, Committees and Commissions for Calendar Year 2024

BOARD STANDING COMMITTEES (Year ~~1~~ 2 – Rotating Schedule)	NUMBER OF APPOINTMENTS	2024 APPOINTMENTS
Alternative Energy and Environment Committee	2	District 1 District 2
Budget Committee	2	District 2 District 3
Cannabis Standing Committee	2	District 3 District 5
Capital Improvement Committee	2	District 4 District 5
Economic Development Committee	2	District 5 District 1
Equal Opportunity Committee	2	District 1 District 2
Health, Housing and Human Services Committee	2	District 2 District 3
Homelessness Committee	2	X[1] District 4
Human Resources Committee	2	District 4 District 5
Legislative Committee	2	District 4 District 1
Monterey Urban County Standing Committee	2	District 3 District 2
Water Resources Agency Joint Boards Leadership Committee	2	District 2 District 3

[1] The Supervisor appointed to serve on the Coalition of Homeless Service Providers Leadership Council shall serve on the Homelessness Standing Committee. The appointment is made by the Leadership Council.

AD HOC COMMITTEES	NUMBER OF APPOINTMENTS	2024 APPOINTMENTS
Animal Services Ad Hoc Committee	2	District 2 District 3
COVID-19 Agricultural Ad Hoc Committee	2	District 1 District 3
COVID-19 Communications Ad Hoc Committee	2	District 3 District 4
COVID-19 Hospitality Ad Hoc Committee	2	District 5 District 2
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2	District 1 District 3
Salinas-County Ad Hoc Committee	2	District 1 District 4
AB 1185 Ad Hoc Committee	2	District 2 District 4
Unified Health System Ad Hoc Committee	2	District 3 District 4
Non-County Entity Appointment Procedure Ad Hoc	2	District 2 District 5

AGENCIES, JPAs & MISC. APPOINTMENTS		NUMBER OF APPOINTMENTS	2024 APPOINTMENTS
3CE (Central Coast Community Energy) – Policy Board		1 *1 Alternate*	District 5 *District 4*
Arts Council for Monterey County		1 *1 Alternate*	District 2 *District 1*
Association of Monterey Bay Area Governments (AMBAG)		2 *1 Alternate*	District 2 District 5 *District 4*
Behavioral Health Commission		1 *1 Alternate*	District ~~2~~1 *District ~~1~~4*
Central California Alliance for Health (Santa Cruz-Monterey-Merced Managed Medical Care Commission)		1	District 4
Children's Council of Monterey County		1 *1 Alternate*	District 4 *District 3*
Coalition of Homeless Services Providers Leadership Council		1 Leadership Council Appointment	~~NA~~District 1
Community Alliance for Safety and Peace (CASP)		1 *1 Alternate*	District 1 *District 2*
Community Restorative Justice Commission		1	District 2
Emergency Communications Policy Advisory Committee		2	District 3 District 2
Emergency Medical Services Committee		2	District 5 District 3
First 5 Monterey County		1	District 3
Juvenile Justice Coordinating Council		1	District 2
Local Agency Formation Commission		2 *1 Alternate*	District ~~2~~5 District 4 *District ~~5~~3*
Military & Veterans Affairs Advisory Commission		1	District 1
Monterey Bay ~~Unified~~ Air Resources~~Pollution Control~~ District		3 *1 Alternate*	District 5~~2~~ District 3 District 4 *District 1*
Monterey County Convention and Visitors Bureau (MCCVB)		1	District 5
Monterey County Parks Commission		1	District 2
Monterey One Water		1 *1 Alternate*	District 2 *District 4*
Monterey Peninsula Water Management District (MPWMD)	Board of Directors	1 Resident District Supervisor (Dist. 4 or 5)	District 5
	Policy Advisory Committee (PAC)	1	District 5
	Water Supply Project Governance Committee	1 *1 Alternate to Governance Committee*	District 5 *District 4*

AGENCIES, JPAs & MISC. APPOINTMENTS - *CONTINUED*	NUMBER OF APPOINTMENTS	2024 APPOINTMENTS
Monterey-Salinas Transit (MST)	1 *1 Alternate*	District 1 *District 4*
Natividad Medical Center Board of Trustees	1	District ~~3~~4
Pájaro Regional Flood Management Agency Board of Directors (WRA)	1 *1 Alternate*	District 1 *District 4*
Pájaro River Watershed Flood Prevention Authority	1	District 2
Remote Access Network Board	1	District 5
Salinas Valley Recycles (Salinas Valley Solid Waste Authority)	2 *1 Alternate*	District 2 District 3 *District 1*
Seaside Groundwater Basin Watermaster	1 *1 Alternate*	District 4 *District 5*
Workforce Development Board	1	District 1

AGENCIES, JPAs & MISC. (DISTRICT APPOINTMENTS)	DISTRICT APPOINTMENTS	2024 APPOINTMENTS
Pájaro Regional Flood Management Agency Board of Directors (BoS)	District 2 and *1 Alternate*	*District 3*
Gonzales Enhanced Infrastructure District	District 3	NA
South Salinas Valley Broadband Authority	District 3	NA

AGENCIES, JPAs & MISC. (TERM APPOINTMENTS)	NUMBER APPOINTMENTS	2024 APPOINTMENTS	TERM
Hitchcock Road Animal Services Board of Directors	1 1 Alternate 1 County Representative	District 2 District 1 CAO	Four-year term expires March 2027
California State Association of Counties (CSAC) Board of Directors	1 *1 Alternate*	District 1 *District 4*	Appointed annually in Fall. Term expires early November 2024
Golden State Connect Authority (GSCA)	1 *1 Alternate*	District 3 *District 2*	Appointed annually in Fall. Term expires early January 2025
Golden State Financing Authority (GSFA)			
Rural County Representatives of California (RCRC)			
ReGen Monterey (Monterey Regional Waste Management District	1 (District 2, 4, 5)	District 4	Four-year term expires December 2024
Salinas Valley Basin Groundwater Sustainability Agency	1 1 Alternate	District 2 *John Baillie*	Term expires June 2026

AGENCIES, JPAs & MISC. (STAFF APPOINTMENTS)	NUMBER OF STAFF APPOINTMENTS	2024 APPOINTMENTS
3CE (Central Coast Community Energy) – Operations Board	1 *1 Alternate*	CAO *Assistant CAO*
Community Corrections Partnership	1	Assistant CAO
Law Library Board of Trustees	1 Staff member from County Counsel, District Attorney, or Public Defender	~~Robert Brayer~~Samuel Beiderwell
Monterey Peninsula Water Management District (MPWMD) Technical Advisory Committee (TAC)	1	Craig Spencer (Interim Appointment)

Assignment of Monterey County Board of Supervisors Members and Staff to Boards, Committees and Commissions for Calendar Year 2024

BOARD STANDING COMMITTEES (Year 2 – Rotating Schedule)	NUMBER OF APPOINTMENTS	2024 APPOINTMENTS
Alternative Energy and Environment Committee	2	District 1 District 2
Budget Committee	2	District 2 District 3
Cannabis Standing Committee	2	District 3 District 5
Capital Improvement Committee	2	District 4 District 5
Economic Development Committee	2	District 5 District 1
Equal Opportunity Committee	2	District 1 District 2
Health, Housing and Human Services Committee	2	District 2 District 3
Homelessness Committee	2	X[1] District 4
Human Resources Committee	2	District 4 District 5
Legislative Committee	2	District 4 District 1
Monterey Urban County Standing Committee	2	District 3 District 2
Water Resources Agency Joint Boards Leadership Committee	2	District 2 District 3

[1] The Supervisor appointed to serve on the Coalition of Homeless Service Providers Leadership Council shall serve on the Homelessness Standing Committee. The appointment is made by the Leadership Council.

AD HOC COMMITTEES	NUMBER OF APPOINTMENTS	2024 APPOINTMENTS
Animal Services Ad Hoc Committee	2	District 2 District 3
COVID-19 Agricultural Ad Hoc Committee	2	District 1 District 3
COVID-19 Communications Ad Hoc Committee	2	District 3 District 4
COVID-19 Hospitality Ad Hoc Committee	2	District 5 District 2
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2	District 1 District 3
Salinas-County Ad Hoc Committee	2	District 1 District 4
AB 1185 Ad Hoc Committee	2	District 2 District 4
Unified Health System Ad Hoc Committee	2	District 3 District 4
Non-County Entity Appointment Procedure Ad Hoc	2	District 2 District 5

AGENCIES, JPAs & MISC. APPOINTMENTS		NUMBER OF APPOINTMENTS	2024 APPOINTMENTS
3CE (Central Coast Community Energy) – Policy Board		1 *1 Alternate*	District 5 *District 4*
Arts Council for Monterey County		1 *1 Alternate*	District 2 *District 1*
Association of Monterey Bay Area Governments (AMBAG)		2 *1 Alternate*	District 2 District 5 *District 4*
Behavioral Health Commission		1 *1 Alternate*	District 1 *District 4*
Central California Alliance for Health (Santa Cruz-Monterey-Merced Managed Medical Care Commission)		1	District 4
Children's Council of Monterey County		1 *1 Alternate*	District 4 *District 3*
Coalition of Homeless Services Providers Leadership Council		1 Leadership Council Appointment	District 1
Community Alliance for Safety and Peace (CASP)		1 *1 Alternate*	District 1 *District 2*
Community Restorative Justice Commission		1	District 2
Emergency Communications Policy Advisory Committee		2	District 3 District 2
Emergency Medical Services Committee		2	District 5 District 3
First 5 Monterey County		1	District 3
Juvenile Justice Coordinating Council		1	District 2
Local Agency Formation Commission		2 *1 Alternate*	District 5 District 4 *District 3*
Military & Veterans Affairs Advisory Commission		1	District 1
Monterey Bay Air Resources District		3 *1 Alternate*	District 5 District 3 District 4 *District 1*
Monterey County Convention and Visitors Bureau (MCCVB)		1	District 5
Monterey County Parks Commission		1	District 2
Monterey One Water		1 *1 Alternate*	District 2 *District 4*
Monterey Peninsula Water Management District (MPWMD)	Board of Directors	1 Resident District Supervisor (Dist. 4 or 5)	District 5
	Policy Advisory Committee (PAC)	1	District 5
	Water Supply Project Governance Committee	1 *1 Alternate to Governance Committee*	District 5 *District 4*

AGENCIES, JPAs & MISC. APPOINTMENTS - *CONTINUED*	NUMBER OF APPOINTMENTS	2024 APPOINTMENTS
Monterey-Salinas Transit (MST)	1 *1 Alternate*	District 1 *District 4*
Natividad Medical Center Board of Trustees	1	District 4
Pájaro Regional Flood Management Agency Board of Directors (WRA)	1 *1 Alternate*	District 1 *District 4*
Pájaro River Watershed Flood Prevention Authority	1	District 2
Remote Access Network Board	1	District 5
Salinas Valley Recycles (Salinas Valley Solid Waste Authority)	2 *1 Alternate*	District 2 District 3 *District 1*
Seaside Groundwater Basin Watermaster	1 *1 Alternate*	District 4 *District 5*
Workforce Development Board	1	District 1

AGENCIES, JPAs & MISC. (DISTRICT APPOINTMENTS)	DISTRICT APPOINTMENTS	2024 APPOINTMENTS
Pájaro Regional Flood Management Agency Board of Directors (BoS)	District 2 and *1 Alternate*	*District 3*
Gonzales Enhanced Infrastructure District	District 3	NA
South Salinas Valley Broadband Authority	District 3	NA

AGENCIES, JPAs & MISC. (TERM APPOINTMENTS)	NUMBER APPOINTMENTS	2024 APPOINTMENTS	TERM
Hitchcock Road Animal Services Board of Directors	1 1 Alternate 1 County Representative	District 2 District 1 CAO	Four-year term expires March 2027
California State Association of Counties (CSAC) Board of Directors	1 *1 Alternate*	District 1 *District 4*	Appointed annually in Fall. Term expires early November 2024
Golden State Connect Authority (GSCA)	1 *1 Alternate*	District 3 *District 2*	Appointed annually in Fall. Term expires early January 2025
Golden State Financing Authority (GSFA)			
Rural County Representatives of California (RCRC)			
ReGen Monterey (Monterey Regional Waste Management District	1 (District 2, 4, 5)	District 4	Four-year term expires December 2024
Salinas Valley Basin Groundwater Sustainability Agency	1 1 Alternate	District 2 *John Baillie*	Term expires June 2026

AGENCIES, JPAs & MISC. (STAFF APPOINTMENTS)	NUMBER OF STAFF APPOINTMENTS	2024 APPOINTMENTS
3CE (Central Coast Community Energy) – Operations Board	1 *1 Alternate*	CAO *Assistant CAO*
Community Corrections Partnership	1	Assistant CAO
Law Library Board of Trustees	1 Staff member from County Counsel, District Attorney, or Public Defender	Samuel Beiderwell
Monterey Peninsula Water Management District (MPWMD) Technical Advisory Committee (TAC)	1	Craig Spencer (Interim Appointment)

County of Monterey

Board Report

Legistar File Number: CR 24-001

Item No.4.1

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

January 09, 2024

Introduced: 1/5/2024
Version: 1

Current Status: Passed
Matter Type: Ceremonial Resolution

Adopt a resolution in recognition of the Thirtieth Anniversary of Centro Binacional para el Desarrollo Indígena Oaxaqueño. (Supervisor Lopez) (ADDED VIA ADDENDA)

Introduced: 1/4/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Appointment

Consider making an appointment to the Monterey County Regional Fire District Board of Directors for a four-year term, effective upon appointment through January 9, 2028. (REVISED VIA SUPPLEMENTAL)

RECOMMENDATION:
It is recommended that the Board of Supervisors consider making an appointment to the Monterey County Regional Fire District (MCRFD) Board of Directors for a four-year term, effective upon appointment through January 9, 2028.

SUMMARY/DISCUSSION:
The Monterey County Regional Fire District is governed by five Board of Directors who are appointed by the County of Monterey Board of Supervisors (Board). In October 2023, the Board adopted a policy concerning appointments to the MCRFD Board of Directors for the purpose of setting forth a clear and equitable process for appointments by the Board to the MCRFD Board.

In accordance with the policy (Exhibit A), a 30-day solicitation period was initiated to fill a current vacancy on the Board of Directors on November 16, 2023. The vacancy must be filled through Board appointment of a resident from the supervisorial district's service territory, in this instance, either District 4 or 5. By December 16, 2023, two applications with resume and statement of interest were submitted; a third application was received late and incomplete. The two complete applications have been vetted by the County Administrative Officer and reviewed by County Counsel, see attached applications.

The Board is asked to confer and make an appointment to the MCRFD Board for a four-year term.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated with the Office of County Counsel.

FINANCING:
There are no financial impacts to the General Fund resultant to the Board receiving this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed action advances the Board's administrative and public safety initiatives.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Karina Bokanovich, Management Analyst
Approved by: Sonia M. De La Rosa, County Administrative Officer

Attachments:
Exhibit A - Policy
Application - Teri Short (District 4)
Application - Nichole Hollingsworth (District 5)

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County of Monterey

Board Report

Legistar File Number: APP 24-003

Item No.

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

January 09, 2024

Introduced: 1/4/2024
Version: 1
Current Status: Agenda Ready
Matter Type: Appointment

Consider making an appointment to the Monterey County Regional Fire District Board of Directors for a four-year term, effective upon appointment through January 9, 2028.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider making an appointment to the Monterey County Regional Fire District (MCRFD) Board of Directors for a four-year term, effective upon appointment through January 9, 2028.

SUMMARY/DISCUSSION:
The Monterey County Regional Fire District is governed by five Board of Directors who are appointed by the County of Monterey Board of Supervisors (Board). In October 2023, the Board adopted a policy concerning appointments to the MCRFD Board of Directors for the purpose of setting forth a clear and equitable process for appointments by the Board to the MCRFD Board.

In accordance with the policy (Exhibit A), a 30-day solicitation period was initiated to fill a current vacancy on the Board of Directors on November 16, 2023. The vacancy must be filled through Board appointment of a resident from the supervisorial district's service territory, in this instance, either District 4 or 5. By December 16, 2023, two applications with resume and statement of interest were submitted; a third application was received late and incomplete. The two complete applications have been vetted by the County Administrative Officer and reviewed by County Counsel, see attached applications.

The Board is asked to confer and make an appointment to the MCRFD Board for a four-year term.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated with the Office of County Counsel.

FINANCING:
There are no financial impacts to the General Fund resultant to the Board receiving this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed action advances the Board's administrative and public safety initiatives.

Mark a check to the related Board of Supervisors Strategic Initiatives

__ Economic Development
X Administration
__ Health & Human Services

DocuSign Envelope ID: F8B68D40-2BFC-4DB4-B2B3-3F5710C03A4F

__ Infrastructure
X Public Safety

Prepared by: Karina Bokanovich, Management Analyst
Approved by: Sonia M. De La Rosa, County Administrative Officer

DocuSigned by:
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Attachments:
Exhibit A - Policy
Application - Teri Short (District 4)
Application - Nichole Hollingsworth (District 5)

..Title
Consider making an appointment to the Monterey County Regional Fire District Board of Directors for a four-year term, effective upon appointment through January 9, 2028.

..Report
RECOMMENDATION:
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SUMMARY/DISCUSSION:
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In accordance with the policy (Exhibit A), a 30-day solicitation period was initiated to fill a current vacancy on the Board of Directors on November 16, 2023. The vacancy must be filled through Board appointment of a resident from the supervisorial district's service territory, in this instance, either District 4 or 5. By December 16, 2023, three applications with resume and statement of interest were submitted. The applications have been vetted by the County Administrative Officer and reviewed by County Counsel, see attached applications.

The Board is asked to confer and make an appointment to the MCRFD Board for a four-year term.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated with the Office of County Counsel.

FINANCING:
There are no financial impacts to the General Fund resultant to the Board receiving this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed action advances the Board's administrative and public safety initiatives.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Karina Bokanovich, Management Analyst
Approved by: Sonia M. De La Rosa, County Administrative Officer

Attachments:
Exhibit A - Policy
Application - Terri Short (District 4)
Application - Nichole Hollingsworth (District 5)
Application – Molly McGee (District 5)

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

Resolution No.: 23-468

Adopting a policy regarding appointments)
to the Board of Directors of the Monterey)
County Regional Fire District.)

WHEREAS, the Monterey County Regional Fire District ("MCRFD") is a special fire district organized and operating pursuant to Health and Safety Code section 13800 et seq.; and,

WHEREAS, the territory served by the MCRFD includes areas within County of Monterey Supervisorial Districts 2, 3, 4 and 5; and,

WHEREAS, the MCRFD is governed by a five-member Board of Directors appointed by the County of Monterey Board of Supervisors; and,

WHEREAS, members of the MCRFD Board must be residents of the area served by the MCRFD; and,

WHEREAS, in the event of a vacancy on the MCRFD Board, such vacancy is filled by the Board of Supervisors pursuant to Government Code section 1779; and,

WHEREAS, there is no procedure set forth in state law for the noticing the Board of Supervisors of a vacancy on the MCRFD Board; and,

WHEREAS, it is necessary and appropriate for the Board of Supervisors to adopt a policy setting forth a clear and equitable process for appointments by the Board of Supervisors to fill vacancies on the MCRFD Board; NOW, THEREFORE,

BE IT RESOVED, by the Board of Supervisors in and for the County of Monterey as follows:

1. The MCRFD must notify the Monterey County Clerk of the Board of Supervisors of an actual or potential vacancy on the MCRFD Board of Directors immediately upon learning of the actual or potential vacancy and in no event later than five business days of learning of such vacancy.

2. Upon such notification, the Clerk of the Board shall immediately inform the Board of Supervisors and the County Administrative Officer ("CAO").

3. Upon notification of the vacancy, the CAO shall institute a process for the solicitation of interested residents within the territory of the MCRFD to serve on the MCRFD Board, including the publication in newspapers of general circulation and posting on the County and MCRFD websites, such solicitation to remain open for thirty (30) calendar days from posting on the County's website.

4. Interested persons may self-nominate to serve on the MCRFD Board by filing an application with the Clerk of the Board no later than the close of the solicitation period, such application to indicate a place of residence and general qualifications to serve.

5. The Supervisors for Districts 2, 3, 4 and 5 may nominate persons to serve on the MCRFD Board by providing the Clerk of the Board, no later than the close of the solicitation period, with a memorandum setting forth the residence of the person nominated, and general qualifications to serve.

6. Following the close of the nominating period, the CAO shall cause the applications and Supervisorial nominations to be vetted to confirm residency within the MCRFD territory and determine the Supervisorial District within which the applicant or nominee resides, and shall cause an item to be on the Board of Supervisors agenda within 2 weeks of the close of the solicitation period for the Board to consider the appointment.

7. In making the appointment, the Board of Supervisors shall consider the Supervisorial District within which the applicants or nominees reside such that the MCRFD Board shall have an equitable representation of the Supervisorial Districts served by the MCRFD.

8. This process shall only apply to vacancies on the MCRFD Board; however, staff is directed to prepare a general Board policy describing a clear and equitable process for the filling of vacancies on the boards of special districts for which the Board of Supervisors is the appointing authority.

9. The CAO and County Counsel are authorized and directed to take such other and further action as may be necessary or appropriate to implement the intent and purposes of this resolution.

PASSED AND ADOPTED on this 24th day of October 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 October 24, 2023.

Dated: November 17, 2023
File ID: 23-824
Agenda Item No.: 48

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



Vicente Ramirez, Deputy

Application

Name of Board, Commission or Committee: Monterey County Regional Fire District

Email *

[redacted]

This Form and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

First Name *

Nicole

MI

E

Last Name *

Hollingsworth (Charles)

Address 1 *

[redacted]

Address 2 (optional)

City *

Salinas

State *

CA

Postal Code *

93908

What district do you live in? *

5

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

White

Gender

Female

Primary Phone *

[redacted]

Alternate Phone

[redacted]

Please identify how you prefer to be contacted.

- ○ Please contact me by **mail**, using the address listed above
- ☒ Please contact me by **phone** using number entered above
- ☒ Please contact me by **email**

Are you currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? *

- ○ Yes ☒ No

Interests & Experiences

Please tell us about yourself and why you want serve.

I just moved to the Toro Park area but I've been involved in community service in Monterey for many years. I am currently Director of Governmental and External Relations for CSUMB and formal Distirct Director to Senator Monning. I am also a governor's appointee to Monterey County Fairgrounds (7th Agricultural District) and I am on the Board of Directors of the Monterey Peninsula Chamber of Commerce. I love to give back and serve my community.

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

When I worked for Senator Monning, we dealt with fires in this community at the ground level. I'd like to put my skills and knowledge in this area to good use. And now that I live in Toro Park, I have a vested interest in what it takes to keep the community safe. I have a great deal of board experience as well that can be of use.

Have you served on an advisory group before?

○ Yes ○x No

If yes, please explain

How did you hear about the position?

I heard about this position from Supervisor Adams and Supervisor Askew-- they advertised it.

Monterey County Policy - states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member *

x○ Yes ○ No

Background Information

Include a resume with the names, addresses, and dates of employers for the last five (5) years and a brief statement of interest/intent in this position.

I am interested in serving on this Board as a new resident of Toro Park off the Highway 68 corridor. I have a passion for civil and community service, and giving back to my community I would like to put my various skill set sand experience in the public realm to good use in my new community. My resume is attached and details my work and volunteer experience. I would be honored to serve my community and help to protect this community during the most vulnerable times, such as during natural disasters like fires. While I do not have experince fighting fires I do have experience handling behind the scenes work and many connections to various parts of the community which are critical during fires and other natural disasters.

Employer Cal. State University Monterey Bay

Job Title Director of Governmental and External Relations

Occupation

Government and External Affairs

Employer Address

100 Campus Center, Seaside, CA 93955

Information Regarding Conflict of Interest and Filing of Statements of Economic Interests (Form 700)

State and local law requires that you abstain from participation in decisions that may affect your financial interest, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interest beginning with the immediate 12 months period prior to your appointment.

In accordance with Government Code Sections 87313 and the County of Monterey's Conflict of Interest Code, this Board/commission/Committee/District, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosures are:

- Investments
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the Clerk of the Board's office at **831-755-5066**.

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Enter Your Initals *

NH

NICOLE ELIZABETH (CHARLES) HOLLINGSWORTH, MPA

[redacted]

EDUCATION

Golden Gate University, San Francisco, CA
2017 - Executive Master Degree in Public Administration. Graduated with Highest Honors.
Dissertation: "A Case Study of the California State Legislature's E-Governance System: Reinventing Citizen Engagement in the Legislative Process,"
Achieved maximum score.

California State University Monterey Bay, Seaside, CA
2009 - B.A. Human Communications, Concentration Pre-Law.
Senior Dissertation: "The War Against Global Warming: A Case Study of California's Bold Initiatives,"
Achieved maximum score.

College Park High School, Pleasant Hill, CA
2005 - High School Diploma

RECENT EMPLOYMENT EXPERIENCE

California State University, Monterey Bay Seaside, CA
Director of Governmental and External Relations
March 2020 – Present

- Leads governmental relations program on the local, state, and federal levels in such areas as policy analysis and advocacy, budget, capital outlay, legal affairs bond campaigns and land use in coordination with the President and senior leadership team
- Represents the campus in external community programs and activities. Creates and maintains good will and greater community understanding of the university and its education, research and service programs
- Ensures CSUMB's annual submission of policy and program requests for the CSU, state and federal agenda and Congressional appropriations
- Coordinates external messaging efforts with CSUMB marketing and alumni relations
- Serves as principal liaison and maintains cooperative relationships between the Senator and constituents, governmental bodies, local elected officials, business and political associations, and the general public
- Serves on local boards and commissions on CSUMB's behalf including the Chamber of Commerce

California State Senate Monterey, CA
District Director for Senate Majority Leader Bill Monning
July 2013 – March 2020

- Promoted to lead the operation of four district offices, manage five district staff and interns (including hiring new staff)
- Develop and manage official State Senate website and outreach plan/materials
- Assist the Senator with special projects/initiatives including the establishment of the CA Central Coast State Veteran's Cemetery
- Serve as principal liaison and maintain cooperative relationships between the Senator and constituents, governmental bodies, local elected officials, business and political associations, and the general public
- Serve on local boards and commissions on the Senator's behalf

California State Assembly/Senate Monterey, CA
Field Representative for Assemblymember/Senator Bill Monning
November 2010 – July 2013

- Represented the Assemblymember/Senator at events and community meetings, conferences, workshops, and ceremonial occasions throughout Monterey, Santa Cruz, San Luis Obispo and Santa Clara Counties
- Initiated government administrative action in response to community concerns and constituent problems
- Established and maintained cooperative relationships with community groups, elected officials, local and state agencies, private interest groups, and the general public

The Monterey Bay Aquarium Monterey, CA
Administrative Assistance for Special Projects
January 2009 – July 2010

- Assisted in coordinating logistics for the *Cooking for Solutions* events at the Monterey Bay Aquarium
- Assisted in coordinating logistics for other events per the Conservation Outreach, Special Events Team
- Facilitated in the execution of the *Cooking for Solutions* events at the Monterey Bay Aquarium

RECENT VOLUNTEER EXPERIENCE

Monterey Peninsula Chamber of Commerce Monterey, CA
Board Member
July 2023 – Present

- Chair the Economic Vitality Committee to focus on programming for members focused on regional economic impact
- Attend meetings, events, and local ribbon cuttings hosted by the Chamber for the business community

7th District Agricultural Association, Monterey County Fair Board Monterey, CA
Board Member – Appointed by Governor Brown
January 2019 – Present

- Work with the Chief Executive Officer (CEO) to focus on policy objectives; the operational, financial and administrative functions of the fair; strategic planning strategies; the budget, and the long term welfare of the fair
- Make constructive suggestions and help the Board make decisions that benefit the fair and the community it serves

Democratic Women of Monterey County Monterey, CA
Board Member At Large, Political Liaison, President, Past President
January 2018 – Present

- Apprise the board and membership of current political information relevant to the DWMC platform and endorsed activities
- Foster the DWMC mission to inspire and empower women to be a catalyst of progressive social change and the leaders in our community who will fight effectively for critically needed, sustainable, positive change in our society

California State University Monterey Bay Foundation Board of Directors Seaside, CA
Secretary & Board Member
September 2014 – March 2020

- Served as Secretary of the Board from 2015 – Present
- Work to direct and guide the policy and vision of leadership to foster and support the goals and mission of Cal. State Monterey Bay

California State University Monterey Bay Alumni Association Seaside, CA
President & Board Member
July 2012 – July 2018

- Served as President of the Board from 2013 – 2015
- Work to continue the vision of CSUMB through opportunities for alumni to remain engaged, connected, and give back to current and future students.

Sierra Club, Ventana Chapter Monterey, CA
Member of the Executive Committee
June 2008 – November 2010

- Served on the Board of Executive Members
- Various work on subcommittees to oversee funding of current restoration, conservation and political efforts towards environmental sustainability

I just moved to the Toro Park area, but I've been involved in community service in Monterey for many years. I am currently Director of Governmental and External Relations for CSUMB and former District Director to Senator Monning. I am also a governor's appointee to Monterey County Fairgrounds (7th Agricultural District) and I am on the Board of Directors of the Monterey Peninsula Chamber of Commerce. I love to give back and serve my community.

When I worked for Senator Monning, we dealt with fires in this community at the ground level. I'd like to put my skills and knowledge in this area to good use. And now that I live in Toro Park, I have a vested interest in what it takes to keep the community safe. I have a great deal of board experience as well that can be of use.

I am interested in serving on this Board as a new resident of Toro Park off the Highway 68 corridor. I have a passion for civil and community service and giving back to my community. I would like to put my various skill set and experience in the public realm to good use in my new community. My resume is attached and details my work and volunteer experience. I would be honored to serve my community and help to protect this community during the most vulnerable times, such as during natural disasters like fires. While I do not have experience fighting fires, I do have experience handling behind the scenes work and many connections to various parts of the community which are critical during fires and other natural disasters.

Application

Name of Board, Commission or Committee: Monterey County Regional Fire District

Email *

[redacted]

This Form and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

First Name *

Teri

MI

Last Name *

Short

Address 1 *

[redacted]

Address 2 (optional)

City * East Garrison

State * CA

Postal Code * 93933

What district do you live in? *

District 4 Wendy Root Askew

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

African / American

Gender

Female

Primary Phone *

[redacted]

Alternate Phone

Please identify how you prefer to be contacted.

- ○ Please contact me by **mail**, using the address listed above
- ○ Please contact me by **phone** using number entered above
- ✓ Please contact me by **email**

Are you currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? *

- ✓ Yes
- ○ No

Interests & Experiences

Please tell us about yourself and why you want serve.

Public safety and representation of East Garrison.

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

I am a Dedicated volunteer for decades, caring deeply about marginalized communities.

Have you served on an advisory group before?

(•) Yes ( ) No

If yes, please explain

I have served on the East Garrison Advisory Committee since 2018.

How did you hear about the position?

Wendy Root Askew

Monterey County Policy - states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member *

(•) Yes ( ) No

Background Information

Include a resume with the names, addresses, and dates of employers for the last five (5) years and a brief statement of interest/intent in this position.

Seperate attachment

Employer Self employed

Job Title Consultant

Occupation

Consultant

Employer Address

same as home address

Information Regarding Conflict of Interest and Filing of Statements of Economic Interests (Form 700)

State and local law requires that you abstain from participation in decisions that may affect your financial interest, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interest beginning with the immediate 12 months period prior to your appointment.

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- Investments
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the Clerk of the Board's office at **831-755-5066**.

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Enter Your Initals *



Teri Short [redacted]

Leadership Profile

Experience demonstrating and providing outstanding client service, building community partnerships, promoting teamwork, and effectively achieving goals in the corporate and public sectors. I believe in an organized thoughtful approach and sharing best practices with my teammates for mutual growth and success.

Experience

TERI SHORT CONSULTING – 2015-PRESENT

Providing campaign management and field operations for state senate, state assembly, county supervisors, city councils, and water district candidates. Locate, setup, and management of campaign offices. Recruiting, training, and supervision of hundreds of paid staff and volunteers. Coordinate candidate speaking engagements, media events, and debates. Work with all aspects of media, press releases, and interviews. Built and maintain websites and Facebook pages.

Responsible for raising thousands of dollars for campaigns and overseeing fundraising efforts and reporting of funds per FPPC/FEC regulations. Develop innovative ideas for field operations to increase candidate visibility and gain early voting opportunities. Manage multiple locations for precinct walking and phone banks. Maintain VAN, PDI, and other sensitive voter databases. Build phone and walk lists for campaigns and candidates. Create campaign messaging, brochures, and materials in English and Spanish. Teach voter registration and moderate candidate forums.

BUSINESS DEVELOPMENT REPRESENTATIVE, FIRST AMERICAN – 2017-2019

Developed and retained a residential client base of Real Estate Agents, Brokers, Lenders, Builders, Attorneys, and others through the acquisition of new clients and maintenance of existing customers. Interfaced with division management, branch managers and escrow staff in delivering seamless client service on all escrow transactions.

Maintained the client relationship, while servicing their needs throughout the entire sales order, shipping, billing, customer payment, and follow-up for future business. Licensed by the CA Department of Insurance.

MARKETING COORDINATOR | OFFICE MANAGER | TAX PREPARER, H&R BLOCK 2010-2017

As Marketing Coordinator, I worked closely with our District General Manager to build district and office level marketing plans that led us to surpass our new client growth goal of 14%. We identified target areas to partner with local businesses and non-profit agencies to showcase our brand. We increased our Latino outreach with tax talks and tabling events. With the help of our office marketing ambassadors, we held weekly events in shopping centers, farmers markets, schools, sporting events, and were able to reach over 400 businesses with materials.

During my 5 years as office manager (managing multiple locations), I ensured superb client experience was demonstrated and maintained at all times, while exceeding office goals for revenue, retention, and new client growth by 18%. I held a PTIN and CTEC to prepare tax returns.

EDUCATION

Available upon request.

Skills

- **Administrative:** Handle all management tasks, special projects, office associates, client issues, and provide excellent support to upper management directors.

- **Communication:** Conduct myself with the utmost level of professionalism with all levels of staff. Maintain the highest level of associate and client confidentiality. Exceed company standards for communicating corporate initiatives and expectations to teams.

- **Computers:** Proven ability to adapt quickly to new technology and find solutions when technology isn't our friend. Proficient in Microsoft Windows and macOS.

- **Marketing Strategies:** Formulate and coordinate office level and district-wide marketing plans and activities to promote brand and services. Design promotional materials and execute tactics and strategies. Plan and organize kickoff events and rallies. Expert in grassroots organizations and building community partnerships.

- **Community Outreach:** Built relationships with local non-profits, schools, businesses and partner with their special projects to gain brand visibility. Successful outreach in our diverse communities with tax talks and events. Develop press relationships and opportunities for earned media to promote brand.

- **Management:** Implement office expectations and procedures to associates, share daily results with team, coach, achieve commitments, and recognize performance.

- **Microsoft Programs:** Word, Excel, PowerPoint, Outlook, and Publisher.

- **Clerical Duties:** POS, phone, fax, copier, multi-tasking and organizational skills, associate scheduling, analyze and share reports, research, and ensure offices are ready to serve clients.

- **Office Efficiency:** Promote efficient time management, timely communication of company initiatives to associates, possess cultural awareness and sensitivity, ensure protection and security of client files and records, meet deadlines, and maintain office equipment.

Teri Short
[redacted]

December 13, 2023

Dear Monterey County Regional Fire District,

I am interested in serving on the Board of Directors for your organization.

Having witnessed firsthand the importance of community involvement and engagement with the East Garrison Fire Station, I believe my experience and passion for serving the community would make me a valuable addition to your Board of Directors. I would be dedicated to supporting and advocating for the county regional fire district's needs and working towards creating safer and stronger communities for our residents.

On a personal note, having lost a bonus daughter and her father to a fire in 2018, I take fire safety and fire mitigation seriously. They perished because they did not have a working smoke detector. I've wanted to work on this issue and help create solutions to put smoke detectors in every housing unit that needs one.

Thank you for your time and consideration of my application.

Sincerely,

Teri Short

Application

Name of Board, Commission or Committee: MCRFD Board of Directors

Email *

[redacted]

This Form and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

First Name *

Molly

MI

D

Last Name *

McGee

Address 1 *

[redacted]

Address 2 (optional)

City *

Salinas

State *

CA

Postal Code *

93908

What district do you live in? *

5

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

Caucasian

Gender

Female

Primary Phone *

[redacted]

Alternate Phone

Please identify how you prefer to be contacted.

- ○ Please contact me by **mail**, using the address listed above
- ⊗ Please contact me by **phone** using number entered above
- ○ Please contact me by **email**

Are you currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? *

- ○ Yes ⊗ No

Interests & Experiences

Please tell us about yourself and why you want serve.

I have been a homeowner since 2000 and a real estate professional since 2005. I love our community and feel I am in a unique position to aid in the education and outreach to our community.

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

As a former State Director and President of the Monterey County Assoc of Realtors, and current Education Chair, I have strong connections with the Realtor community who in turn, have very strong ties with their clients. We are in the business of providing guidance to our clients and I have found that many residents are unaware of the ongoing risks of wildfires and/or have a lot of confusion as to what resources are available to help disseminate this critical information.

Have you served on an advisory group before?

- ○ Yes
- ⊗ No

If yes, please explain

How did you hear about the position?

MaryAnn Leffel reached out to me, she thought that I might bring a different perspective to the position than the other board members.

Monterey County Policy - states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member *

- ⊗ Yes
- ○ No

Background Information

Include a resume with the names, addresses, and dates of employers for the last five (5) years and a brief statement of interest/intent in this position.

Previously attached

Employer Coldwell Banker Realty

Job Title Realtor

Occupation

Residential Sales Associate serving Monterey County

Employer Address

456 Washington St, Monterey, CA

Information Regarding Conflict of Interest and Filing of Statements of Economic Interests (Form 700)

State and local law requires that you abstain from participation in decisions that may affect your financial interest, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interest beginning with the immediate 12 months period prior to your appointment.

In accordance with Government Code Sections 87313 and the County of Monterey's Conflict of Interest Code, this Board/commission/Committee/District, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosures are:

- Investments
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the Clerk of the Board's office at **831-755-5066**.

Please identify any specialized accommodations needed for equal participation:

None

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Enter Your Initals *

DS

MOLLY **MCGEE**

SUMMARY

Community-minded professional with over 17 years of real estate experience providing high-level services and advice to buyers and sellers in the Monterey Peninsula area. Seeking a position on the board of directors with the Monterey Regional Fire District as a way to better serve and help educate the community.

EDUCATION

University of Iowa
Bachelor's Degree in Psychology
1994

Licensed REALTOR since 2005

SKILLS

- Strong organizational and time-management skills
- Exceptional communication and interpersonal skills
- Ability to work independently and as part of a team
- Detail-oriented and able to handle multiple tasks simultaneously

AFFILIATIONS

- Board Member, Food Bank for Monterey County 2016-2022
- Board Member, Monterey County Association of REALTORS 2016-2021
- Director, California Association of REALTORS 2018-2021
- Education Chair, Monterey County Association of REALTORS 2020-2022

PROFESSIONAL EXPERIENCE

REALTOR
COLDWELL BANKER REALTY | 2019 - Present

TEAM LEADER

KELLER WILLIAMS REALTY | 2016 - 2018

- Managed, trained, recruited and coached 100+ agents
- Prepared and distributed reports, presentations, and other educational materials
- Handled confidential documents and maintained their proper organization

PRESIDENT, MONTEREY COUNTY ASSOCIATION OF REALTORS 2019

PRESIDENT, WOMEN'S COUNCIL OF REALTORS-MONTEREY PENINSULA CHAPTER 2013

Molly McGee's Statement of Interest

I have been a homeowner since 2000 and a real estate professional since 2005. I love our community and
feel I am in a unique position to aid in the education and outreach to our community.

As a former State Director and President of the Monterey County Assoc of Realtors, and current Education Chair, I have strong connections with the Realtor community who in turn, have very strong ties with their clients. We are in the business of providing guidance to our clients and I have found that many residents are unaware of the ongoing risks of wildfires and/or have a lot of confusion as to what services are available. I can help disseminate this critical information.

County of Monterey

Board Report

Legistar File Number: APP 23-172

Item No.6

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

January 09, 2024

Introduced: 12/12/2023
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Gabriela Manzo to Community Restorative Justice Commission as a Non-Profit Representative with a term expiration date on January 9, 2027. (Nominated by Community Restorative Justice Commission)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Elizabeth Crooks

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: January 9, 2024

Appointment to the (Name of the Board, Commission or Committee): Community Restorative Justice Commission

Nominated by (Supervisor/District and or Association): Community Restorative Justice Commission

Representing (Primary, Alternate, At Large, Community Organization, etc.): Non-Profit Representative

Nominated Appointee:

Name: Gabriela Manzo

Address:

Telephone number(s):
Cell
Home
Business

Email:

Contact preference: ☐ USPS Mail or via ☒ Email

Reason for Nomination:

☒ New Appointment

Replacing Member: Deborah Carrillo

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term: 3 years

Start Date: 1/9/24 Expiration Date: 1/9/27

Community Restorative Justice Commission of MONTEREY COUNTY

Commission Member Application

NAME: Gabriela Manzo DATE: 11/7/23

DL#: _____ DOB: _____ SSN: _____

(You must include a photocopy of your driver's license and social security card).

Current Address:

_____
Street/ Apt No. City State Zipcode

Home Phone: N/A **Work Phone:** _

Present Occupation: Lead Case Manager at Rancho Cielo

Special licenses, credentials, training certificates: Restorative Justice Facilitator
Trained in healing informed practices through the National Compadres Network in: Circle Keeping, Joven Noble, Xihachitli

Previous volunteer experience:

Business/Organization Name	Address	Phone	Job/Position Title	Supervisor

How did you hear about the Community Restorative Justice Commission?
Referred by my current CEO at Rancho Cielo

Have you ever been convicted of a crime resulting in: imprisonment, probation, fine, forfeiture of bail of $100 or more? Yes ☐ No ☑

If yes, indicate the following: Charge: _____ Date Charged: _____
Location: _____ Action Taken: _____

Why are you interested in working as a member on the Community Restorative Justice Commission?
To better support my community's healing. Also very interested in bringing in the perspective of youth from our community which entails the voices of the Rancho Cielo students I work with.

Those who serve on the commission are expected to attend the monthly meeting, held on the 3rd Monday from 12:00 – 1:00 PM. You must be available to attend this meeting, as well as serve on at least one subcommittee, participate in a conference and attend Restorative Justice training.

I certify that the information on this application is true and correct to the best of my knowledge. Furthermore, my signature provides my authorization to the County of Monterey to do driver and criminal records check, as well as reference checks to determine my suitability for placement.

_____ 11/7/23
Signature Date

Please contact (831) 755-3961 for questions. Please return this application to 1422 Natividad Road, Salinas, CA 93906 or fax it to (831) 759-7242.

Gabriela Manzo

EXPERIENCE

Rancho Cielo Youth Campus– *Lead Case Manager*
July 2022- Present.

- Responsible for the development and management of individualized training and employment plans for program participants.
- Oversee the Case Management team to ensure referral of program participants to a variety of community resources and student services that can help lower their barriers to succeed, graduate, and become employable and successful in college or post-secondary technical training
- Leads Enrichment training courses with students to include Trauma Informed Care, Evidence Based Practices and Cultural Relevancy
- Works alongside Rancho Cielo Board of Directors to identify opportunities to enhance student equity and explore new opportunities for overall fulfillment of Rancho Cielo's mission
- Manages the relationship with Harmony at Home therapy, ensuring a successful partnership with the Case Management team
- Oversees Driver's Education program and facilitates relationship with Drive Carmel

Building Healthy Communities, Monterey County – *Youth Equity Organizer*
December 2017- July 2022

- Built a base of 100 youth for BHC's Youth Equity Team and supported the development and execution of various successful civic actions.
- Manage, supervise, and train team of 6 interns, staff, and consultants
- Develop a working knowledge of youth leadership development and engagement strategies to lift up their voice in decision-making spaces around issues related to land use, education and racial equity.
- Cultivated working relationships among government agencies, elected officials, residents, and other community stakeholders
- Routinely utilized policy and evidence-based research and restorative justice practices to facilitate conflict resolution, promote community building and develop organizing strategies.
- Manage several projects with a racial equity and healing informed lense which include; La Cosecha, Crime Prevention Through Environmental Design, and Ciclovía Salinas.
- Assisted with the expansion of Ciclovía Salinas project to Gonzales, King City, Soledad and Greenfield.
- Co-Facilitate County Wide racial equity COLIBRI cohort with over 100 participants
- Led youth participatory action research (YPAR) project focusing on racial equity gaps in the school district.
- Co-created and facilitated social justice curriculum for Monterey County Office of Education Alternative Education at Rancho Cielo utilizing social and emotional practice curriculums.
- Collaborated with administrators of local school districts and cultivated

EDUCATION

Sonoma State University
Bachelors of Art, Sociology
Graduated Summer 2017
Dean's List Fall 2016
Capstone Project: Teaching Latino Kid's Gender: Latino Families and Gender Identity Socialization

PROFESSIONAL SUMMARY

La Cultura Cura Practitioner-
Joven Noble
Xinachtli
Circle Keeper

Restorative Justice Practitioner-
Community Building
Harm & Conflict

Midwest Academy
Organizing for Social Change

Leadership Community Transformation

Race Forward Racial Equity Training

Anti-Blackness Training

Community Engagement Spectrum

Awards
Recipient of State Champion of Civic Engagement 2021

partnerships with statewide and regional partners to develop strategies on youth engagement to impact local policy.
- Developed and facilitated community-wide workshops for underserved youth and their families on civic engagement and political education
- Monitored grant deliverables and supported completion of monthly grant reports

Ciclovía Salinas, Salinas,CA—*Lead Coordinator*

August 2017-October 2017

- Led program coordination, event activities, and logistics for the Ciclovía Salinas event on October 15, 2017 attended by over 5,000 of Monterey County residents
- Assisted in public relations and marketing of event with the support of youth from the Publicity Committee
- Identified and coordinate all sponsors and 100 community partner booths/activity participants for the event
- Assisted all 4 of Ciclovía Salinas subcommittees with program support, logistical concerns, and strategies
- Prepared for and supported all Ciclovía Salinas 2017 weekly youth intern meetings attended by over 45 youth from all over Salinas

County of Monterey

Board Report

Legistar File Number: APP 23-174

Item No.7

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

January 09, 2024

Introduced: 12/12/2023
Version: 1

Current Status: Passed
Matter Type: Appointment

Reappoint Charles Erik Heacox to Agricultural Advisory Committee representing Grower-Shipper Association with a term expiration date on June 30, 2027. (Nominated by Grower-Shipper Association of Central California)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From:

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date:

Appointment to the (Name of the Board, Commission or Committee): Agricultural Advisory Committee

Nominated by (Supervisor/District and or Association): Grower-Shipper Association of Central California

Representing (Primary, Alternate, At Large, Community Organization, etc.): Grower-Shipper Association

Nominated Appointee:

Name: Charles Erik Heacox

Address:

Telephone number(s):

Cell

Home

Business

Email:

Contact preference: ☐ USPS Mail or via ■ Email

Reason for Nomination:

☐ New Appointment

Replacing Member:

■ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on: 11/29/2023

Earliest Board of Supervisors' meeting date appointment can be set is: January 2024

Term:

Start Date: January 25, 2024

Expiration Date: June 30, 2027

Charles Heacox

Agricultural Advisory Committee Application

District: **Unknown**
Initialed Application: **Yes**

Applicant

First Name: **Charles**
Middle Initial:
Last Name: **Heacox**
Ethnicity: **White**
Gender: **Male**

Employment

Occupation: **Production Agriculture**
Job Title: **Senior Director of Farm Support Services**
Employer: **Tanimura and Antle**
Employer Address:
80

Interests and Experiences

Currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? **Yes**
Has served on an advisory group before? **Yes**
Able to attend meetings regularly and devote the time necessary to fulfill duties as a member? **Yes**

Please tell us about yourself and why you want serve:

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

How did you hear about the position?:
Current Member of the board

County of Monterey

Board Report

Legistar File Number: APP 23-175

Item No.8

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

January 09, 2024

Introduced: 12/12/2023
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Marc Del Piero to Agricultural Advisory Committee as a representing District 5 with a term expiration date on June 30, 2027. (Nominated by District 5 Supervisor Adams)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From:

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date:

Appointment to the (Name of the Board, Commission or Committee): Agricultural Advisory Committee

Nominated by (Supervisor/District and or Association): District 5

Representing (Primary, Alternate, At Large, Community Organization, etc.): District 5

Nominated Appointee:

Name: Marc Del Piero

Address:

Cell
Home
Business

Email:

Contact preference: ☐ USPS Mail or via ■ Email

Reason for Nomination:

■ New Appointment

Replacing Member: Matt Shea

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on: 12/5/2023

Earliest Board of Supervisors' meeting date appointment can be set is: January 2024

Term:

Start Date: January 25, 2024

Expiration Date: June 30, 2027

Marc Del Piero

Agricultural Advisory Committee Application

District: **5**
Initialed Application: **Yes**

Applicant

First Name: **Marc**
Middle Initial:
Last Name: **Del Piero**
Ethnicity: **White**
Gender: **Male**

Employment

Occupation: **CEO**
Job Title: **CEO/Manageing Director**
Employer: **Ag Land Trust**
Employer Address:

Interests and Experiences

Currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? **Yes**
Has served on an advisory group before? **Yes**
Able to attend meetings regularly and devote the time necessary to fulfill duties as a member? **Yes**

Please tell us about yourself and why you want serve:
I am the CEO (and founding Chairman - 1984) of the Ag Land Trust. The Ag Land Trust currently owns in fee ownership or conservation easements over 48,000 acres of farmland in Monterey County. I am a fourth generation Monterey County resident and our family has farmed in Monterey County since 1918. Previously, I served for 12 years on the Monterey County Board of Supervisors and 8 years on the State Water Resources Control Board. I believe that my knowledge of agricultural issues, including pesticide issues, water resource issues, and urban ag conflicts, would greatly contribute to the decision making process of the Agricultural Advisory Board.

Please state the reason you would like to be a member of this board committee/commission/district:
I would like to serve on the committee because I have real experience in a variety of agricultural issues that are not common experiences by typical farmers or agribusiness persons. I think that my experiences and knowledge would greatly contribute to a better quality of detailed analysis and decision making.

How did you hear about the position?:
Email from Supervisor Mary Adams office

County of Monterey

Board Report

Legistar File Number: APP 23-176

Item No.9

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

January 09, 2024

Introduced: 12/12/2023
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Otto Kramm to Agricultural Advisory Committee as a Primary Representative representing District 3 with a term expiration date on January 31, 2027. (Nominated by District 3 Supervisor Lopez)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Julianna De La Paz

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: January 9, 2024

Appointment to the (Name of the Board, Commission or Committee): **Agricultural Advisory Committee**

Nominated by (Supervisor/District and or Association): **District 3**

Representing (Primary, Alternate, At Large, Community Organization, etc.): **Primary**

Nominated Appointee: Otto Kramm

Name: **Otto Kramm**

Address:

Telephone number(s):
Cell
Home
Business

Email:

Contact preference: ☐ USPS Mail or via ☐ Email

Reason for Nomination:

☑ New Appointment

Replacing Member:

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: **January 9, 2024** Expiration Date: **January 31, 2027**

OTTO KRAMM

SUMMARY

A fresh food leader with proven expertise in agricultural operations throughout the Salinas, Yuma, and Baja California growing areas. Bilingual, challenge driven professional with extensive experience in all aspects of the fresh food industry including farming, harvesting, food safety, supplier relations, processing, sales, and marketing. Proven ability in motivational leadership, and team building, from the farm to the boardroom.

SKILLS

- Proficient in organic and conventional farming
- Operational management
- Contract negotiations and review with a focus in land leases, and supplier agreements
- Planning, deployment, and maintenance of operational assets
- Creative problem solving
- Budgeting, and cost controls
- P&L management, and review
- Project planning and execution
- Productivity and efficiency improvement

EXPERIENCE

Dole Fresh Vegetables Salinas, CA
Director of Internal Farming/Greenhouse and Transplant Operations/Farm Research and Development 08/2020 to present
Managing the internal farming operations in Salinas, Huron, Oxnard, and Yuma. Along with overseeing the greenhouse and transplant functions and the in-house R&D department. In my short term I have been able to change the culture within these areas to function as a cohesive Team and not in silos. This has resulted in improved focus on productivity and cost savings.

Elkhorn Packing Company Salinas, CA. Yuma, AZ
General Manager 04/2019 to 07/31/2020
Managed the daily operations of a labor contracting/harvesting business utilizing H2A employees. Developed cost tracking and productivity programs to establish visibility to the business. Implemented a equipment tracking program to monitor the companies fleet of assets.

BENGARD RANCH Salinas, CA
Grower Relations/Farm Management 08/2018 to 01/15/2019
Scope of work was to develop a succession plan for the farming team. Due to unforeseen challenges, I was not able to accomplish the task.

EARTHBOUND FARM San Juan Bautista, CA
Chief Production Officer 07/2011 to 02/2018
Managed all internal farming operations with a $75 million budget. Had positive results year after year on 7,500 farm acres translating to more than 15,000 crop acres.

Sr. VP of Northern Farming Operations 01/2010 to 07/2011
Oversaw a $35 million budget on 4,000 farm acres, turning more than 8,000 crop acres for the northern farming operation. Directed integration of multiple entities, including Mission Organics, American Organics, and Lonoak Farms.

MISSION ORGANICS Salinas, CA
Founder, Managing Partner 09/1996 to 12/2009
Brought "organic farming" into the world of production agriculture. Took a 500-acre land base and fostered it into over 4,500 farm acres producing over 9,000 fully organic crop acres. Developed a highly knowledgeable team of organic farmers and support personnel, who were leaders of organic vegetable production in North America, farming exclusively for Earthbound Farm. Implemented the baby green farming and harvesting program and pioneered new techniques to the trade.

CHRISTENSEN & GIANNINI Salinas, CA
General Manager 02/1988 to 08/1996
Responsible for a 2,500-acre operation, cropping more than 5,000 acres annually. Supervised all farming and harvesting operations.

ACTIVITIES AND HONORS

Member California Certified Organic Farmers/Former Board Representative for the Central Coast
Member Growers/Shippers Association
Member Salinas Valley Water Board
Salinas Leadership Program, Class 11

County of Monterey

Board Report

Legistar File Number: APP 23-177

Item No.10

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

January 09, 2024

Introduced: 12/13/2023
Version: 1

Current Status: Appointment
Matter Type: Appointment

Correct the term expiration for Don Chesterman from November 30, 2026 to November 30, 2027. (Nominated by District 2 Supervisor Church)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: **Marilyn Vierra, Chief of Staff, Supervisor Church**

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: **November 7, 2023**

Appointment to the Pajaro Sunny Mesa Board of Directors

Nominated by: **Supervisor Glenn Church**

Representing: **District 2**

Nominated Appointee: **Don Chesterman**

Name: Don Chesterman

Address:

Primary Telephone number:

Email:

Contact preference:

Reason for Nomination:

☐ New Appointment

Replacing Member:

☒ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: December 1, 2023 Expiration Date: November 30, 2027

November 9, 2021

Don Chesterman

Dear Board Members,

I would like to be considered for a position on the Pajaro/Sunny Mesa Board. I have two years' experience working as a chemist in a lab doing water and soil testing for inorganic chemicals. I have taught Chemistry, Ecology, Physical Science and Biology at the high school level. I also spent 30 years with the California Department of Corrections before retiring in 2007. During that time, I was part of the activation team at Salinas Valley State Prison, establishing and supervising four Law Libraries, 17 Academic Classes, and 20 Vocational Programs, as well as the Recreational Activities and Rehabilitation Programs. This included hiring qualified staff and supervisors, purchasing equipment, setting up the shops and classrooms and filling the programs.

Since retiring in 2007 I have volunteered at the Elkhorn Slough National Estuarine Reserve, mostly working in the maintenance department doing a wide variety of duties to include mowing weeds for eradication of the non-native species, cutting eucalyptus trees for habitat restoration, constructing owl boxes, and maintaining the wildlife watering sites on the property. I also volunteer with the research department monitoring bird boxes for a study on nesting birds in the various woodlots that has been going on for the past 15 years and have worked with the nursery collecting and propagating native plants for use in restoration projects.

I am a very good communicator, have good computer skills and take an interest in my neighbors in the Prunedale area. I have been an officer of the Berta Meadows HOA for 14 of my 20 years living in that development, holding every position except the vice-president position over the course of the 20 years. I have also volunteered at the Castroville Library as the photographer for the Art Literacy Program which my wife ran for seven years.

I know the importance of the water systems overseen by Pajaro Sunny Mesa and was ecstatic when they took over from the previous company which had done such a poor job with the Normco system it was put into receivership. I feel it is a good time to give something back and so I am volunteering for a position on the board.

Thank you for considering me for the position.

Sincerely

Don Chesterman

County of Monterey

Board Report

Legistar File Number: APP 23-178

Item No.11

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

January 09, 2024

Introduced: 12/13/2023
Version: 1

Current Status: Appointment
Matter Type: Appointment

Correct the term expiration for Paul Anderson from November 30, 2023, to November 30, 2027. (Nominated by District 2 Supervisor Church)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: **Marilyn Vierra, Chief of Staff, Supervisor Church**

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: **November 7, 2023**

Appointment to the Pajaro Sunny Mesa Board of Directors

Nominated by: **Supervisor Glenn Church**

Representing: **District 2**

Nominated Appointee: **Paul Anderson**

Name: Paul Anderson

Address:

Primary Telephone number:

Email:

Contact preference:

Reason for Nomination:

☐ New Appointment

Replacing Member:

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: December 1, 2023 Expiration Date: November 30, 2027

Supplemental list for Pajaro Sunny Mesa Community Services District Board Application

April 25, 2022

Paul Anderson

Community Activities

Santa Cruz County Reserve Deputy Sheriff
Santa Cruz City Reserve Police Officer
American Red Cross Disaster Services Volunteer
Assistant Mass Care Director Red Cross Santa Cruz County Floods 1982
State Special Olympics Volunteer (3 Years)
United Way Allocations Committee, Panel Leader (6 Years)
United Way Allocations Committee Chairman 1994
Fenix Services Board Member-Secretary
Hospice of Santa Cruz Honoree Board Member
Vega Mutual Community Water Association Board Member- President (10 Years)

Please state the reasons that you believe are important for the Board to consider when reviewing your application:
Thank you for the opportunity to submit my interest to service on the Board.

I have lived in the District for over 23 years. I have volunteer in many different organizations thought-out my life. While I was the president of Vega Road Mutual Water Association I led the homeowners to tax themselves and rebuild our water entire system. This system is the best system in Pajaro Sunny Mesa's list of water systems. In the 10 years I volunteered for Vega Road Mutual Water company I dealt with every possible problem that came up. I worked well with both Don and Joe Rosa and the office staff and service technicians. I would appreciate the chance to volunteer for Pajaro Sunny Mesa Community Service District.

County of Monterey

Board Report

Legistar File Number: APP 23-179

Item No.12

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

January 09, 2024

Introduced: 12/13/2023
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Alison Kerr to the Airport Land Use Commission as a At Large member representing District 4 with a term expiration date on May 1, 2028. (Nominated by District 4 Supervisor Askew)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Supervisor Wendy Root Askew

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: January 9, 2024

Appointment to the (Name of the Board, Commission or Committee): Airport Land Use Commission

Nominated by (Supervisor/District and or Association): Supervisor Wendy Root Askew/ District 4

Representing (Primary, Alternate, At Large, Community Organization, etc.): At Large

Nominated Appointee:

Name: Alison Kerr

Address:

Telephone number(s):
Cell :
Home
Business

Email:

Contact preference: ☐ USPS Mail or via ☒ Email

Reason for Nomination:

☒ New Appointment

Replacing Member: N/A

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: 01/01/2024 Expiration Date: 05/01/2028

Alison Kerr

Airport Land Use Commission Application

District: **4**
Initialed Application: **Yes**

Applicant

First Name: **Alison**
Middle Initial:
Last Name: **Kerr**
Ethnicity: **White**
Gender: **Female**

Employment

Occupation:
Job Title:
Employer: **Retired**
Employer Address:

Interests and Experiences

Currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? **No**
Has served on an advisory group before? **Yes**
Able to attend meetings regularly and devote the time necessary to fulfill duties as a member? **Yes**

Please tell us about yourself and why you want serve:
Almost a year ago I retired from both federal and city government, where my skills were honed, and I gained experience that fed my deep sense of responsibility and commitment. It has always been important for me to be of service to our community and I would be honored to be considered for this county position.

Please state the reason you would like to be a member of this board committee/commission/district:
Our airports provide community members, businesses, and visitors invaluable connections to the world. As a city resident within the MRY's area of influence, I want to understand better and help decide how close land use decisions are made to ensure a healthy, delicate balance of economic growth, environmental protection, and lifestyle.

How did you hear about the position?:
Supervisor Adams

Alison Kerr

Professional, creative, and effective leader with over twenty years experience delivering complex and large-scale international, federal, city, educational and non-profit strategic, financial, and communications management.

EXPERIENCE

NAVAL POSTGRADUATE SCHOOL

STEM Action Officer & Internship Program Manager **2007 - 2023**

Created, executed, and monitored STEM internship portfolio for 250 world-class researchers and 800 next-generation scientists and engineers.

- Planned, scheduled, and coordinated all activities, including Meet & Greets, Orientation, lab tours, special speakers, and field trips.
- Taught professional development and research skills, in person and Sakai.
- Developed and launched first NPS partnerships with local Hispanic Serving Institutions, and Dept of Energy.
- Ensured compliance with university and naval policies and procedures.
- Evaluated program operation, finance, and process effectiveness.
- Created and managed budgets, and contracts. PI for ONR funding.

Cebrowski Institute Program Manager. **2005 - 2020**

Collaborated with subject matter experts/thought leaders on emergence and evolution of cross-discipline research projects. Managed multi-million dollar budgets and contracts, created branding and project events.

Executive Education Event Planner **2002 - 2003**

Stage setter of national security courses for upper echelon officers of all military branches, domestic and international.

MAYOR City of Del Rey Oaks, Ca. **2018 - 2022**

First female, progressive mayor. Campaigned and led on transparency, sustainability, and civic engagement. Fiscally responsible.

- Created communication channels with Zoom and Mailchimp to disburse COVID, city and regional information.
- Created civic engagement opportunities, including Mayor's Advisory Committees, and first-ever Parks & Recreation Committee.

ASSOC PRODUCER/PROJECT MANAGER **1997 - 2002**
Garthwait & Griffin Films

Developed US and European messaging and distribution channels for Tibetan freedom movement documentaries and education campaigns.

- Established first-ever film tour for Dalai Lama's 2001 US visit.
- Collaborated with Nobel Laureates, members of the entertainment industry, and international human rights organizations.

EXPERTISE

- Critical Thinker
- Strong, Effective Communicator
- Integrous & Discrete
- Agile Problem-Solver
- Collaborator / Team Player & Independent
- Keen Eye for Design & Detail
- Analytical & Curious

SERVICE

- Co-Founder & Co-Chair, Sustainable DRO, a 501(c)3 entity
- Co-Founder, Monterey Improv
- Big Brothers, Big Sisters of America
- Former Board Member:
  - California League of Cities Community Services Policy
  - Transportation Agency of Monterey County

RECOGNITION

- President's Partnership Award, Hartnell College
- Woman of Influence, California League of Cities

EDUCATION

BACHELOR OF ARTS **2005**

Human Communications
CSU, Monterey Bay

County of Monterey

Board Report

Legistar File Number: APP 23-180

Item No.13

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

January 09, 2024

Introduced: 12/18/2023
Version: 1

Current Status: Passed
Matter Type: Appointment

Reappoint Luis Angel Zamora Salgado to North County Recreation and Park District as a Primary Representative representing District 2 with a term expiration date on November 30, 2026.
(Nominated by District 2 Supervisor Church)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: **Marilyn Vierra, Chief of Staff, Supervisor Church**

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: **December 5, 2023**

Appointment to the North County Recreation and Park District

Nominated by: **Supervisor Glenn Church**

Representing: **District 2**

Nominated Appointee: Luis Angel Zamora Salgado

Name: Luis Angel Zamora

Address:

Primary Telephone number:

Email:

Contact preference: email

Reason for Nomination:

☐ New Appointment

Replacing Member:

☒ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Term:

Start Date: February 1, 2024 **Expiration Date: November 30, 2026**

Application

Name of Board, Commission or Committee: North County Recreation and Park District Board of Directors

Email*

angelsalgado79@gmail.com

This Form and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

First Name*

Luis

MI

A.

Last Name*

Salgado

Address 1*

Address 2 (optional)

City*

State*

Postal Code *

What district do you live in?*

District 2

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

Hispanic

Gender

Male

Primary Phone *

Alternate Phone

n/a

Please identify how you prefer to be contacted.

- O Please contact me by **mail,** using the address listed above
- O Please contact me by **phone** using number entered above
- X Please contact me by **email**

Are you currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group?*

X Yes O No

Interests & Experiences

Please tell us about yourself and why you want serve.

I am long resident of the district and a youth sports coach. I believe that youth sports are a crucial part of a community.

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

I believe NCRPD is an important part of the community and I want to help make my community a better place.

Have you served on an advisory group before?

☒ Yes ○ No

If yes, please explain

I am a board member seeking to be reappointed.

How did you hear about the position?

Word of mouth

Monterey County Policy - states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member *

☒ Yes ○ No

Background Information

Upload a resume with the names, addresses, and dates of employers for the last five (5) years.

Choose File No file chosen

Only .pdf format are accepted. Document cannot be larger than 1 MB.

Employer

Black Diamond Electric

Job Title

Electrician

Occupation

Commercial Electrical

Employer Address

Information Regarding Conflict of Interest and Filing of Statements of Economic Interests (Form 700)

State and local law requires that you abstain from participation in decisions that may affect your financial interest, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interest beginning with the immediate 12 months period prior to your appointment.

In accordance with Government Code Sections 87313 and the County of Monterey's Conflict of Interest Code, this Board/commission/Committee/District, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosures are:

- Investments
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the Clerk of the Board's office at **831-755-5066**.

Please identify any specialized accommodations needed for equal participation:

n/a

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Enter Your Initals *

LAZ

Luis Angel Salgado

Black Diamond Electrical | Antioch, CA
Electrician | 06/2016 - Present

- Install, maintain, and repair electrical wiring, fixtures, and equipment in residential, commercial, and industrial settings.
- Read and interpret electrical blueprints and schematics.
- Use various hand tools and power tools, such as drills, saws, screwdrivers, and pliers.
- Test electrical circuits for continuity and proper voltage.
- Troubleshoot and repair electrical malfunctions.
- Install and maintain electrical panels and circuit breakers.
- Install and maintain lighting systems, including fluorescent, LED, and incandescent fixtures.
- Install and maintain electrical motors and controls.
- Install and maintain grounding systems.
- Test and repair electrical appliances.
- Perform preventive maintenance on electrical systems.
- Adhere to all electrical safety codes and regulations

Nido Aguila Castroville | Castroville, CA
President and Founder | 04/2016 - Present

- **Leadership:** I provided vision, direction, and leadership to the league, overseeing the board of directors and establishing annual goals.
- **Strategic Planning:** I developed and implemented long-term strategic plans for the league, ensuring its sustainability and growth.
- **Financial Management:** I managed the league's budget, fundraising efforts, and financial resources.
- **Marketing and Public Relations:** I promoted the league to potential players, families, and sponsors, increasing league visibility and participation.
- **Volunteer Management:** I recruited, trained, and motivated volunteers to ensure the smooth operation of the league.
- **Compliance:** I ensured the league complied with all local, state, and national regulations and policies.
- **League Development:** I identified and implemented new programs and initiatives to enhance the player experience and league offerings.
- **Community Relations:** I built and maintained positive relationships with the community and other stakeholders.

SKILLS

Customer service, Time management, Bilingual, Leadership, Computer literacy, Microsoft word, Microsoft excel, Microsoft excel

County of Monterey

Board Report

Legistar File Number: APP 23-181

Item No.14

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

January 09, 2024

Introduced: 12/18/2023
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Drew Coleman to the East Garrison Community Service District Advisory Committee as an Alternate Representative with a term expiration date on January 31, 2027. (Nominated by District 4 Supervisor Askew)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Supervisor Wendy Root Askew

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: January 9, 2024

Appointment to the (Name of the Board, Commission or Committee): East Garrison Community Service District Advisory Committee

Nominated by (Supervisor/District and or Association): Supervisor Wendy Root Askew (District 4)

Representing (Primary, Alternate, At Large, Community Organization, etc.): Alternate

Nominated Appointee:

Name: Drew Coleman

Address:

Telephone number(s):
Cell:
Home
Business

Email:

Contact preference: ☐ USPS Mail or via ☒ Email

Reason for Nomination:

☒ New Appointment
Replacing Member: N/A
☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: 01/09/2024 Expiration Date: 01/31/2027

Drew Coleman
Principal
Ione Olson Elementary School

Professional Experience

- Principal, 2018 – Present, Ione Olson Elementary School, Monterey Peninsula Unified School District
- Principal, 2015 – 2018, Meyerholz Elementary School, Cupertino Union School District
- Assistant Principal, 2013 – 2015, Meyerholz Elementary School, Cupertino Union School District
- Academic Dean, 2012 – 2013, Cesar Chavez Academy
- Elementary School Teacher, 2006 – 2012
- Teachers College Reading and Writing Project School, 2014 – Present
    - Summer Writing Institute Participant (Administrator)
- Human Systems Dynamics Associate
- Compassionate Systems Framework Training Participant

Education

- San Jose State University, 2007-2009
- Chico State University, 2003-2006
- College of the Redwoods, 2001-2003

Credentials

- Clear Administrative Services Credential, 2016
- National Board-Certified Teacher (NBCT), Physical Education/Early and Middle Childhood, 2011
- M.A, Credential: Preliminary Administrative Services/Education, Concentration in Administration and Supervision, 2009
- Single Subject Teaching Credential Physical Education/Supplement in Community and Family Health, Including Drug and Alcohol Abuse, 2006
- B.A, Physical Education Teacher Education/Minor Health Science, 2005

Professional Competencies

- Instructional Leadership
    - Analyze district, school, class, and individual student behavior, process, demographic, and student learning data utilizing multiple electronic data management systems
    - Design and deliver research – based professional development for faculty and staff
    - Identify, analyze, and apply research findings to increase academic achievement and support social emotional needs of every child
    - Collaborate among various district and school leaders regarding implementation of deep learning and culturally responsive teaching practices

- Provide instructional feedback and coaching for teachers and staff to improve the quality of instruction while increasing student learning outcomes
- Design and facilitate the execution of school – wide systematic academic and social emotional intervention & acceleration programs

- Facilitator
  - Individualized Educational Plan (IEP) and 504 meetings
  - Student Success Team (SST) meetings
  - Professional Learning Community (PLC)
  - Faculty and staff meetings
  - Behavior and academic intervention team meetings
  - Student support (counseling) team meetings
  - Yard duty and volunteer support staff meetings
- Coordinator
  - CAASPP & ELAC
  - 504 Plan
  - Student Success Team (SST)
  - Positive Behavior Intervention and Support (PBIS)
- School - Wide Behavior Management and Discipline
  - Implementation and execution of school wide progressive discipline; including managing office discipline referrals and suspensions
  - Utilization of various behavior intervention and management strategies
    - Functional Analysis Assessment (FAA)
    - Practical Functional Behavioral Assessment (FBA)
    - Behavior Intervention Plan (BIP)
- School Operations and Management
  - Development & execution of the master schedule
  - Develop and ensure school safety protocol, crisis response teams, and drills are practiced regularly and executed with precision
  - Ensure school facilities are safe and clean for all stakeholders
- Fiscal
  - Develop school site budget, including Title I, that ensures fiscal solvency and alignment to school and district priorities
  - Collaboratively develop PTA school site budget to support community and school priorities
- Human Resources
  - Recruit, hire, evaluate, retain, and supervise faculty and staff

References

*Please see application

County of Monterey

Board Report

Legistar File Number: APP 23-182

Item No.15

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

January 09, 2024

Introduced: 12/18/2023
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Cynthia Buhl to Carmel Valley Road Advisory Committee as a Primary Representative to fill an unexpired term ending on May 4, 2024. (Nominated by District 5 Supervisor Adams)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Supervisor Mary L. Adams, District 5

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: January 9, 2024

Appointment to the Carmel Valley Road Advisory Committee

Nominated by Supervisor Mary Adams, District 5

Representing (Primary, Alternate, At Large, Community Organization, etc.):

Nominated Appointee:

Name: Cynthia Buhl
Address:
Telephone number(s):
Cell
Home
Business
Email:

Contact preference: ☐ ☒Email

Reason for Nomination:

☐ New Appointment
Replacing Member:

☐ Reappointment

☒ **Filling an Unscheduled/Unexpired Term**
Replacing Member: Irwin Speizer
Reason: ☒ Resignation ☐ Death ☐ Term not completed ☐ Other (explain)
Clerk noticed of Unscheduled/Unexpired Term on:
Earliest Board of Supervisors' meeting date appointment can be set is:

Term:

Start Date: 01-09-2024 Expiration Date: **05-04-2024**

Cynthia Buhl has been the General Manager of The Crossroads Carmel since 2004. Prior to coming to The Crossroads, Cynthia was the Assistant General Manager at Del Monte Center in Monterey. Born and raised here on the Monterey Peninsula, Cynthia attended Carmel River and Carmel Middle schools and graduated from Carmel High School in 1983. Cynthia holds a Bachelor of Science degree in Business Administration, with a concentration in Marketing from San Jose State University. Cynthia moved back to the Monterey Peninsula in 1999 after living in Silicon Valley for over 14 years working in the commercial real estate industry where she was directly responsible for the operations and management of over 3,000,000 square feet of retail, office, industrial park properties.

Cynthia is active in the business community and has previously served as Vice Chair, Chair of the Board, and Past Chair as well as a board member for both the Monterey Peninsula (“MPCC”) and Carmel Chambers of Commerce and board member on the Monterey County Hospitality Association. During her time as a board member of MPCC, Cynthia served as Co-Chair of MPCC's Government Affairs Committee. Currently, Cynthia is serving an additional term as board member of the Carmel Chamber of Commerce and serves as Co-Chair of the Government Affairs Committee and the Carmel Commercial Property Owners Group. Recognition and awards for her work in support of the business community include;

2008 Volunteer of the Year, MPCC
2011 Robert C. Littlefield, Lifetime Achievement Award, MPCC
2017 Volunteer of the Year, Carmel Chamber of Commerce
2017 Volunteer of the Year, Monterey County Hospitality Association

Cynthia lives in Pacific Grove, California.

County of Monterey

Board Report

Legistar File Number: APP 23-183

Item No.16

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

January 09, 2024

Introduced: 12/18/2023
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Mitchel Winick to Housing Advisory Committee as a Primary Representative representing District 5 to fill an unexpired term ending on April 19, 2024. (Nominated by District 5 Supervisor Adams)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Supervisor Mary L. Adams, District 5

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: January 9, 2024

Appointment to the Housing Advisory Committee

Nominated by Supervisor Mary Adams, District 5

Representing (Primary, Alternate, At Large, Community Organization, etc.):

Nominated Appointee:

Name: Mitchel Winick
Address:

Telephone number(s):
Cell
Home
Business
Email:

Contact preference: ☐ ☒Email

Reason for Nomination:

☐ New Appointment

Replacing Member:

☐ Reappointment

☒ **Filling an Unscheduled/Unexpired Term**
Replacing Member: Tyler Williamson
Reason: ☒ **Resignation** ☐ Death ☐ Term not completed ☐ Other (explain)
Clerk noticed of Unscheduled/Unexpired Term on:
Earliest Board of Supervisors' meeting date appointment can be set is:

Term:

Start Date: **01-09-2024** Expiration Date: **04-19-2024**

MITCHEL L. WINICK

ACADEMIC LEADERSHIP and PROFESSIONAL ETHICS EXPERIENCE

President and Dean

Monterey College of Law, Seaside, California (August 2005 – present)

Chief executive and academic officer of a 501c(3) non-profit California-accredited law school. Selected as Dean in 2005 and named President and Dean in 2010. During this period, the law school has increased in gross revenue from appx. $925,000 to $1.9 million and from a cumulative bar pass rate of 52% to 66%, ranking it as one of the top California accredited law schools. Responsibilities include budgeting and finance, faculty and staff management, fundraising and alumni development, compliance with accreditation standards, program marketing, and community liaison with regional courts, public officials, and attorneys.

Interim Executive Director/Education and Programming Director

Texas Center for Legal Ethics and Professionalism, Austin, Texas (1995 - 2006)

Ten years experience in the development and presentation of professional ethics programs.

- Developer and presenter of over 300 professional ethics programs for more than 20,000 professionals.
- Editor and co-author of three highly respected books on professionalism and ethics with over 15,000 copies in print and CD ROM.

Assistant Dean and Lecturer

Texas Tech University School of Law, Lubbock, Texas (1996-2003)

Member of Dean's executive staff with shared responsibility for strategic planning, facility development, administrative planning, and program budgeting. Primary responsibility for administration and reorganization of the $7 million TTU Law Foundation and 5,500-member alumni organization. Primary faculty member for the development of law office management and law-related technology courses, including: *Cross-Cultural Negotiation, Law Office Management*; *Courtroom of the Future; Internet: Law and Practice; Intellectual Property and the Internet; Law Offices of the Future;* and *Law in Cyberspace.*

Adjunct Professor of Law

University of New Mexico School of Law, Albuquerque (2001-2002)
University of Houston Law Center, Houston, Texas (1997-1999)
Southern Methodist University School of Law, Dallas, Texas (1998)
Texas Wesleyan University School of Law, Irving, Texas (1996-1997)

CORPORATE MANAGEMENT and CONSULTING EXPERIENCE

Director of Strategic Planning and Business Development

Jenkens & Gilchrist, L.L.P. (1992-93) and ***Gardere & Wynne, L.L.P.*** (1990-92), Dallas, Texas

Senior manager in charge of strategic planning, marketing, and public relations for two large regional, multi-office law firms.

Management Consultant

White Petrov McHone, L.L.P. (1989-90), ***Winick & Associates, Inc.*** (1981-84, 1985-89), and ***LWFW, Inc.*** (1977-79), Texas

Senior consultant for three multi-disciplinary business consulting practices. Consulting emphasis included strategic planning, interim corporate management, market research, and economic forecasting. Clients included companies within the oil and gas, commercial services, real estate development, and professional services industries.

Vice President - Acquisition and Planning

Houstonian, Inc. (1984-85), Houston, Texas

Corporate executive in charge of acquisitions for western region of a publicly held company.

Assistant Attorney General of Texas

Insurance, Banking and Securities Division (1980-81), Austin, Texas

Administrative law practice representing the Texas Banking Commission, Savings and Loan Commission, Consumer Credit Commission, and the Texas Secretary of State.

PROFESSIONAL AND COMMUNITY INVOLVEMENT

Board of Directors and Advisory Board Experience

Monterey College of Law
President, 2010-Present
Member (Non-Voting), Board of Trustees, 2005-Present
Panetta Institute for Public Policy
Member, Academic Advisory Board, 2011-Present
Leadership Monterey Peninsula
Member, Advisory Board, 2007-2011

Action Council of Monterey County, Girls Inc. of the Central Coast
President, Board of Directors, 2009-2011
Member, Board of Directors, 2006-2012
Interfirst Bank-Fannin, Houston, Texas
Development Board, 1985-87
US Medical Corp., Houston, Texas
Board of Directors, 1985-86

Professional and Community Service

Monterey County Business Council
Co-Chair, Higher Education Cluster, 2012-Present
Member, Higher Education Cluster, 2006-Present
Monterey Redevelopment Oversight Committee
Vice Chair, 2012-Present
Leadership Monterey Peninsula
Graduate, Class of 2006
Law School Advisory Council, State Bar of California
Vice Chair, 2009-2012
Monterey County Pathways to Safety
Chair, Differential Response Committee, 2007-2010
Rotary Club of Monterey
Member, 2006-2010

State Bar of Texas
Attorney Advertising Review Committee, Chair 1997-1998
State Bar of New Mexico
Outstanding Contributor Award, 2002
Program Director, Management and Technology, 2001-02
Center for American and International Law
Member, Institute for Law and Technology, 2003-2005
Texas Access to Justice Commission
Member, Coordination/Technology Committee, 2002-2005
Judicial Commission for Information Technology
Liaison Member, 2001-2003

DEGREES, LICENSES, AND PROFESSIONAL MEMBERSHIPS

1996	Fellow	Texas Bar Foundation	Austin, TX
1996	Member	State Bar College	Austin, TX
1979	Member	State Bar of Texas	Austin, TX
1979	Licensed	Supreme Court of Texas	Austin, TX
1978	Doctor of Jurisprudence	University of Houston Law Center	Houston, TX
1976	Bachelor of Arts	University of the Pacific	Stockton, CA

CORPORATE AND BOARD TRAINING PROGRAMS

"Board Level Communication and Strategic Planning," Monterey Jazz Festival Board Retreat, Monterey, 2012.

"Board Level Communication and Strategic Planning," National Association of State Judicial Educators Board Retreat, Austin, February 2005.

"Leadership and Strategic Planning," Crohn's & Colitis Foundation of America North Texas Chapter Board Retreat, Dallas, November 2004.

"Board Level Communication and Strategic Planning," State Bar of Texas Board of Director's Retreat, Dallas, July 2004.

"The Role of Corporate Counsel Under Sarbanes-Oxley," course director, State Bar of Texas, Austin, Houston, Dallas, April-May 2003.

"The Emerging Role of Corporate Counsel," program director, six-part series including interviews with the Honorable Norman Veasey, *Chief Justice Delaware Supreme Court*; Anne McNamara, *General Counsel, American Airlines*; Paul Coggins, *former U.S. Attorney, Northern District of Texas*; Mike Baggett, *Managing Partner, Winstead Sechrest, L.L.P.*; Harold Degenhardt, *Regional Director, Securities and Exchange Commission.*; Marc Steinberg, Professor, S.M.U. School of Law, Texas Center for Legal Ethics and Professionalism, Dallas, January/February 2003.

"Through the Looking Glass: Understanding Communication Styles," Texas Land Title Association Annual Meeting, Austin, November 2003.

"Ethics Jeopardy," Western States Association of Tax Administrators Annual Meeting, Austin, Texas, September 2003.

"Accountants' Liability: Selected Ethical Considerations," ACPEN CPE National Broadcast Program, Dallas, Texas, May 2003.

"Nonprofit Board Membership: Obligations and Responsibilities," Dallas Area Lupus Foundation Board, Dallas, December 1999.

"Ethics: Confidentiality and Privilege in Electronic Communications," CLE International, Dallas, June 1999.

"Nonprofit Board Membership: Obligations and Responsibilities," Institute for Board Development, Gulf Coast United Way, Houston, May 1998.

"Emerging Technology and Ethical Concerns," Independent Bankers Association of Texas Annual Legal Conference, Austin, February 1998.

"Qualities of Leadership," Texas Association of CPA's, Annual Leadership Conference, Dallas, February 1995.

Mitchel Winick

Housing Advisory Committee Application

District: **5**
Initialed Application: **Yes**

Applicant

First Name: **Mitchel**
Middle Initial:
Last Name: **Winick**
Ethnicity: **White**
Gender: **Male**

Employment

Occupation: **Law Dean**
Job Title: **President, Dean, and CEO**
Employer: **Monterey College of Law**
Employer Address:

Interests and Experiences

Currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? **Yes**
Has served on an advisory group before? **Yes**
Able to attend meetings regularly and devote the time necessary to fulfill duties as a member? **Yes**

Please tell us about yourself and why you want serve:
I serve as President, Dean, and CEO of Monterey College of Law, a unique 501(c)3 non-profit California accredited law school system headquartered in Monterey that includes Monterey College of Law, San Luis Obispo College of Law, Kern County College of Law, and Empire College of Law. MCL is one of the first two California Accredited Law Schools (CALS) authorized to offer a hybrid online J.D./M.L.S. degree program and the only CALS authorized to offer a post-graduate LL.M. degree. The MCL law schools provide high quality, part-time, evening law degree programs for traditional and non-traditional students. The law school also provides over a dozen community legal advisory clinics to serve at-risk and under-represented community members throughout Monterey County. We respond to an average of 5,000 telephone inquiries and 1,000 advisory appointments each year. Many of these issues are related to landlord/tenant and housing conflicts. As such, I am very aware of the unique challenges related to housing throughout the County. I am interested in the complex challenges facing the County as it works to provide additional housing that will enhance the quality of life for existing residents as well as addressing the need for an expanding workforce to meet the needs of area business and industry.

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

As a lawyer who has previous experience in real estate development, community development, and market analysis, I am interested in the complex challenges facing the County as it works to provide additional housing for all levels of residents. These challenges include environmental regulations, water use policy, state housing mandates, and federal, state, county, and municipal housing laws and regulations. Having a legal background and experience in public policy development should be an asset for the Housing Advisory Committee. I also currently serve as one of seven directors of the Seaside Housing Collaborative, a 501(c)3 organization formed by the city to focus on providing more affordable housing within the city. I was appointed by the Seaside City Council to the volunteer position as one of two non-resident directors. It seems to me that affordable and inclusionary housing issues are complimentary challenges for both County and City policies and strategies and that participating in both could be beneficial to both committees.

How did you hear about the position?:
Supervisor Adam's community email.

County of Monterey

Board Report

Legistar File Number: APP 23-184

Item No.17

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

January 09, 2024

Introduced: 12/21/2023
Version: 2

Current Status: Passed
Matter Type: Appointment

Appoint Wesley Haye to the Community Restorative Justice Commission as a Personal Experience with the Criminal Justice System representative with a term ending on January 8, 2027. (Nominated by the Community Restorative Justice Commission)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Elizabeth Crooks

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: January 8, 2024

Appointment to the (Name of the Board, Commission or Committee): Community Restorative Justice Commission

Nominated by (Supervisor/District and or Association): Community Restorative Justice Commission

Representing (Primary, Alternate, At Large, Community Organization, etc.): Personal Experience with Criminal Justice System

Nominated Appointee:

Name: Wesley Haye

Address:

Telephone number(s):
Cell
Home
Business

Email: Wesley.Haye@icloud.com

Contact preference: ☐ USPS Mail or via ☒ Email

Reason for Nomination:

☒ New Appointment

Replacing Member:

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: 1/8/24 Expiration Date: 1/8/27

Community Restorative Justice Commission of MONTEREY COUNTY

Commission Member Application

NAME: Wesley Haye DATE: 12/18/23 DL#:

DOB: 12.04.1944 SSN:

(You must include a photocopy of your driver's license and social security card).

Current Address: 126 Mar Vista Drive Monterey CA 93940
Street/ Apt No. City State Zipcode

Home Phone: Work Phone:

Present Occupation: self-employed; veteran peer support (volunteer)

Special licenses, credentials, training certificates: Peer Support, Musician

Previous volunteer experience:

Business/Organization Name	Address	Phone	Job/Position Title	Supervisor
Central Coast Center...	318 Cayuga St #208 Salinas, CA	831-757-2468	board member	Volunteer

How did you hear about the Community Restorative Justice Commission?
I've been with CRJC for several years

Have you ever been convicted of a crime resulting in: imprisonment, probation, fine, forfeiture of bail of $100 or more? Yes ☑ No ☐

If yes, indicate the following: Charge: PC 187 Date Charged: 1984
Location: L.A. CA Action Taken: indeterminate sentence

Why are you interested in working as a member on the Community Restorative Justice Commission?
Restorative Justice is a gateway to Dental and encourage... [illegible] murder.

Those who serve on the commission are expected to attend the monthly meeting, held on the 3rd Monday from 12:00 – 1:00 PM. You must be available to attend this meeting, as well as serve on at least one subcommittee, participate in a conference and attend Restorative Justice training.

I certify that the information on this application is true and correct to the best of my knowledge. Furthermore, my signature provides my authorization to the County of Monterey to do driver and criminal records check, as well as reference checks to determine my suitability for placement.

Signature 12.18.2023
Date

Please contact (831) 755-3961 for questions. Please return this application to 1422 Natividad Road, Salinas, CA 93906 or fax it to (831) 759-7242.

Wesley Haye

Biography:

I enlisted in the Army in Los Angeles, California – 12 September 1963. I completed Basic Training and Advance Infantry Training at Fort Ord. I receive my Parachute Badge at Fort Benning, Georgia.

I served with the 82nd Airborne Division; deployed to the Dominican Republic (Power Pack) in May of 1966. I Received the Armed forces Expedition Medal; Combat Infantry's Badge; and the National Defense Medal.

I am a 'return citizen' whose decisions altered his life for 30 years.

On September of 2014, I received my 'Peer Support Specialist' certification.

I am a volunteer mentor for Veterans Treatment Court and independently mentor and assist veterans with housing as well as encouraging and assisting my brothers and sisters of arms – how to submit their claims.

I am a board member of Central Coast Center for Independent Living (CCCIL);

A board member for the William James Association;

A member of the Veteran Issue Advisory Committee;

A member of the city of Marina General Plan Advisory Committee;

I am founder and Owner of Wesley Haye Enterprise, LLC with a focus to developing a gated community for veterans and their families.

Respectfully submitted,

Wesley Haye

County of Monterey

Board Report

Legistar File Number: OBM 24-001

Item No.18

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

January 09, 2024

Introduced: 1/2/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 24-002

Item No.19

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

January 09, 2024

Introduced: 1/2/2024
Version: 1

Current Status: General Public Comment
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: 12/7/2023

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Adopt an ordinance to amend the contract between the California Public Employees' Retirement System and the County of Monterey to provide Section 21118 Partial Service Retirement for local miscellaneous members and local safety members; and
b. Direct the Human Resources Department to work with the County Administrative Office and the Office of the County Counsel to implement the Partial Service Retirement Program.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Adopt an ordinance to amend the contract between the California Public Employees' Retirement System and the County of Monterey to provide Section 21118 Partial Service Retirement for local miscellaneous members and local safety members; and
b. Direct the Human Resources Department to work with the County Administrative Office and the Office of the County Counsel to implement the Partial Service Retirement Program.

SUMMARY/DISCUSSION:

On July 25, 2023, the Board of Supervisors authorized the Human Resources Department to work with the California Public Employees' Retirement System (CalPERS) to implement a Partial Service Retirement Program in the County of Monterey. The Partial Service Retirement Program will allow Department Heads to refer eligible employees, based on departmental operational needs and approval from the County Administrative Officer, to work part-time while simultaneously drawing on their CalPERS retirement benefits. This program will equip departments to provide mentoring opportunities for employees while retaining access to decades of institutional knowledge, years of experience, and specialized skill sets.

The establishment of Partial Service Retirement Program requires an amendment to the contract between the County of Monterey and the California Public Employees' Retirement System. The amendment of the contract requires a two-step process. The first step was completed on July 25, 2023, with the Board of Supervisors approving the intent to modify the contract with CalPERS. The second step requires the approval of the amendment to the contract between the County of Monterey and CalPERS (Attachment A) through an ordinance to establish Partial Service Retirement Program and approval of the Certification of Final Action of Governing Body Action (Attachment B). On November 28, 2023, the Board of Supervisors approved the introduction, waiving of the first reading, and set January 9, 2024, at 10:30 am as the date and time to consider the adoption of the ordinance

to amend the contract.

As such, the Human Resources Department recommends the Board of Supervisors adopt the Ordinance to Amend the Contract Between the County of Monterey and California Public Employees' Retirement System (Attachment C), the Certification of Final Action of Governing Body and authorize the Human Resources Department to work with the California Public Employees' Retirement System and applicable County departments to establish the Partial Service Retirement Program and amend the contract with CalPERS.

On November 28, 2023, the Board of Supervisors introduced the ordinance, waived reading, and advanced the ordinance for adoption at the meeting on January 9, 2024, at 10:30 a.m.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has consulted with the County Administrative Office, the Office of the County Counsel, and the Auditor-Controller's Office regarding the implementation of the Partial Service Retirement Program. The County Counsel's Office has reviewed the ordinance as to form.

FINANCING:
Participation in the Partial Service Retirement Program may result in higher costs for the participating department. Departments will absorb these costs in their existing department budgets. As the cost of implementing this program is dependent on the employee's actual participation in the program, CalPERS is unable to provide an estimated cost at this time. Employees participating in PSRP are not considered "retired" for purposes of CalPERS until they apply and are approved for full retirement benefits by CalPERS.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action addresses the Board of Supervisors' Administration Strategic Initiative and demonstrates the County's commitment to meeting the Board's initiatives by attracting, recruiting, and retaining a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared by: Melissa Zamora, HR Program Manager
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Attachment A - Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Monterey
Attachment B - Certification of Final Action of Governing Body

Attachment C - Ordinance

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Introduced: 12/7/2023
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Adopt an ordinance to amend the contract between the California Public Employees' Retirement System and the County of Monterey to provide Section 21118 Partial Service Retirement for local miscellaneous members and local safety members; and
b. Direct the Human Resources Department to work with the County Administrative Office and the Office of the County Counsel to implement the Partial Service Retirement Program.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Adopt an ordinance to amend the contract between the California Public Employees' Retirement System and the County of Monterey to provide Section 21118 Partial Service Retirement for local miscellaneous members and local safety members; and
b. Direct the Human Resources Department to work with the County Administrative Office and the Office of the County Counsel to implement the Partial Service Retirement Program.

SUMMARY/DISCUSSION:

On July 25, 2023, the Board of Supervisors authorized the Human Resources Department to work with the California Public Employees' Retirement System (CalPERS) to implement a Partial Service Retirement Program in the County of Monterey. The Partial Service Retirement Program will allow Department Heads to refer eligible employees, based on departmental operational needs and approval from the County Administrative Officer, to work part-time while simultaneously drawing on their CalPERS retirement benefits. This program will equip departments to provide mentoring opportunities for employees while retaining access to decades of institutional knowledge, years of experience, and specialized skill sets.

The establishment of Partial Service Retirement Program requires an amendment to the contract between the County of Monterey and the California Public Employees' Retirement System. The amendment of the contract requires a two-step process. The first step was completed on July 25, 2023, with the Board of Supervisors approving the intent to modify the contract with CalPERS. The second step requires the approval of the amendment to the contract between the County of Monterey and CalPERS (Attachment A) through an ordinance to establish Partial Service Retirement Program and approval of the Certification of Final Action of Governing Body Action (Attachment B). On November 28, 2023, the Board of Supervisors approved the introduction, waiving of the first reading, and set January 9, 2024, at 10:30 am as the date and time to consider the adoption of the ordinance to amend the contract.

DocuSign Envelope ID: E09A527E-CD59-466D-91EA-08F5BC2333F1

As such, the Human Resources Department recommends the Board of Supervisors adopt the Ordinance to Amend the Contract Between the County of Monterey and California Public Employees' Retirement System (Attachment C), the Certification of Final Action of Governing Body and authorize the Human Resources Department to work with the California Public Employees' Retirement System and applicable County departments to establish the Partial Service Retirement Program and amend the contract with CalPERS.

On November 28, 2023, the Board of Supervisors introduced the ordinance, waived reading, and advanced the ordinance for adoption at the meeting on January 9, 2024, at 10:30 a.m.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has consulted with the County Administrative Office, the Office of the County Counsel, and the Auditor-Controller's Office regarding the implementation of the Partial Service Retirement Program. The County Counsel's Office has reviewed the ordinance as to form.

FINANCING:
Participation in the Partial Service Retirement Program may result in higher costs for the participating department. Departments will absorb these costs in their existing department budgets. As the cost of implementing this program is dependent on the employee's actual participation in the program, CalPERS is unable to provide an estimated cost at this time. Employees participating in PSRP are not considered "retired" for purposes of CalPERS until they apply and are approved for full retirement benefits by CalPERS.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action addresses the Board of Supervisors' Administration Strategic Initiative and demonstrates the County's commitment to meeting the Board's initiatives by attracting, recruiting, and retaining a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared by: Melissa Zamora, HR Program Manager
Approved by: Andreas Pyper, Director of Human Resources

DocuSigned by:
Andreas Pyper
3D3E9642CCB9490...

Attachments:
Attachment A - Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Monterey
Attachment B - Certification of Final Action of Governing Body
Attachment C - Ordinance

CalPERS

EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Supervisors
County of Monterey

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective June 1, 1948, and witnessed December 29, 1947, and as amended effective November 26, 1951, January 1, 1952, October 1, 1953, January 1, 1954, July 1, 1960, January 1, 1962, January 25, 1969, September 4, 1971, January 1, 1973, June 23, 1973, August 18, 1973, June 21, 1975, August 16, 1975, May 22, 1976, December 1, 1977, April 19, 1980, January 9, 1982, December 5, 1986, November 11, 1989, April 14, 1990, May 16, 1991, December 25, 1998, July 1, 2000, December 16, 2000, February 10, 2001, August 11, 2001, September 22, 2001, February 9, 2002, May 24, 2002, November 30, 2002, September 1, 2007, and November 5, 2011, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Monterey County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency."

A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective November 5, 2011, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local fire members and those classic county peace officers entering membership in the county peace officer classification on or prior to November 5, 2011, age 55 for classic county peace officers entering membership for the first time in the county peace officer classification after November 5, 2011, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after June 1, 1948, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

   (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Local Fire Fighters (herein referred to as local safety members);

   b. County Peace Officers (included as local safety members);

   c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   a. RESIDENT PHYSICIAN I, II, AND III.

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.

7. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service on and after January 1, 1956, the effective date of Social Security coverage, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).

8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).

9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).

10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic county peace officer entering membership in the county peace officer classification on or prior to November 5, 2011, shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

11. The percentage of final compensation to be provided for each year of credited current service as a classic county peace officer entering membership for the first time in the county peace officer classification after November 5, 2011, shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

12. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).

13. Public Agency elected and elects to be subject to the following optional provisions:

    a. Section 21571 (Basic Level of 1959 Survivor Benefits) for local miscellaneous members only.

    b. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance) for local fire members; those county peace officers entering membership on or prior to January 9, 1982, and those specified county peace officers, pursuant to Section 20480, Statutes of 1999, who entered membership after January 9, 1982.

    c. Sections 20839 (provides for prior service credit to employees who were under direction and supervision of the public agency, but whose compensation was received from some other sources). Legislation repealed said Section effective January 1, 1973.

    d. Section 20840 (provides the retirement allowance of any person granted additional prior service credit pursuant to Section 20839, and who retired prior to June 21, 1954, shall be recalculated and paid for time beginning with said effective date in the recalculation amounts). Legislation repealed and added said Section effective January 1, 1973.

    e. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.

    f. Section 20439 ("County Peace Officer" shall include county jail, detention or correctional facility employees as described in Government Code Section 20439).

g. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members and those classic county peace officers entering membership on or prior to November 5, 2011.

h. Section 20440 ("County Peace Officer" shall include bailiffs as described in Government Code Section 20440).

i. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.

j. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.

k. Section 21325 (One-Time 3% to 15% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to January 1, 1974). Legislation repealed said Section effective January 1, 2002.

l. Section 21326 (One-Time 1% to 7% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to July 1, 1974). Legislation repealed said Section effective January 1, 2002.

m. Section 20475 (Different Level of Benefits): Section 21624, 21626, and 21628 (Post Retirement Survivor Allowance) are not applicable to county peace officers entering membership for the first time with this agency in the county peace officer classification after January 9, 1982, except those specified county peace officers, pursuant to Section 20480, Statutes of 1999.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic county peace officers entering membership for the first time with this agency in the county peace officer classification after November 5, 2011.

n. Section 21024 (Military Service Credit as Public Service).

o. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).

p. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.

q. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local miscellaneous members only.

r. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members only.

s. Section 21023.5 (Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service) for local miscellaneous members and county peace officers only.

t. Section 20441 ("County Peace Officer" shall include persons employed by a county parks and recreation department as described in Government Code Section 20441).

u. Section 21118 (Partial Service Retirement).

14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on June 21, 1975. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.

15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

16. Public Agency shall also contribute to said Retirement System as follows:

a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the 9 day of February, 2024.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
COUNTY OF MONTEREY

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"
PLEASE DO NOT SIGN "EXHIBIT ONLY"

California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or **888**-225-7377) | TTY: (877) 249-7442 | **www.calpers.ca.gov**

CERTIFICATION
OF
FINAL ACTION OF GOVERNING BODY

I hereby certify that the Board of Supervisors of the
(governing body)

County of Monterey
(public agency)

considered and adopted on _____, _____, by an affirmative vote of a
(date)
majority of the members of said Governing Body, **Ordinance/Resolution** No. _____ approving the attached contractual agreement between the Governing Body of said Agency and the Board of Administration of the California Public Employees' Retirement System, a certified copy of said **Ordinance/Resolution** in the form furnished by said Board of Administration being attached hereto.

Adoption of the retirement benefit increase/change was not placed on the consent calendar.

_____
Clerk/Secretary

_____
Title

Date _____

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

County Counsel Summary

This ordinance authorizes an amendment to the contract with the California Public Employees' Retirement System (CalPERS) to implement a Partial Service Retirement Program. Such program will allow department heads and the County Administrative Officer to identify and incentivize employees who have expressed their plans to retire and who possess specialized skill sets and institutional knowledge to consider delaying their retirement to allow the department additional time to transition said valuable knowledge and skill sets which are imperative for the continued operations of the County of Monterey.

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

SECTION 1. FINDINGS AND PURPOSE.

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. On July 25, 2023, the Board of Supervisors authorized the Human Resources Department to work with the California Public Employees' Retirement System (CalPERS) to implement a Partial Service Retirement Program.

C. The Partial Service Retirement Program will allow department heads and the County Administrative Officer to identify and incentivize employees who have expressed their plans to retire and who possess specialized skill sets and institutional knowledge to consider delaying their retirement to allow the department additional time to transition said valuable knowledge and skill sets which are imperative for the continued operations of the County of Monterey.

D. The establishment of Partial Service Retirement Program requires an amendment to the contract between the County of Monterey and CalPERS.

SECTION 2. This ordinance authorizes an amendment to the contract between the County of Monterey and the Board of Administration, California Public Employees' Retirement System, a copy of said amendment being attached hereto, marked Exhibit 1, and by such reference made part hereof as though herein set out in full. The Chair of the Board of

Supervisors of the County of Monterey is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the County of Monterey.

SECTION 3. 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 4. EFFECTIVE DATE. This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED this ____day of _____ 2024, by the following vote:

AYES:
NOES:
ABSENT: None

_____
Glenn Church, Chair
Monterey County Board of Supervisors

A T T E S T :

VALERIE RALPH
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

KELLY L. DONLON
Assistant County Counsel

Introduced: 11/22/2023 **Current Status:** Passed

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

a. Accept public comments and close the public comment period for the Fifth Substantial Amendment to the Monterey Urban County 2019-2020 Community Development Block Grant (CDBG) Annual Action Plan;
b. Accept public comments and close the public comment period for the First Substantial Amendment to the Monterey Urban County 2023-2024 CDBG Annual Action Plan;
c. Adopt and authorize the Housing and Community Development Director or their designee to submit the Fifth Substantial Amendment to the 2019-2020 Annual Action Plan and First Substantial Amendment to the 2023-2024 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD);
d. Authorize the Housing and Community Development Director or their designee to execute an Amended Subrecipient Agreement to increase the entitlement funding for Meals on Wheels of Salinas Valley by $53,351, including making minor changes as necessary, subject to review and approval by County Counsel, to implement the Fifth Substantial Amendment to the 2019-2020 Annual Action Plan; and
e. Authorize the Housing and Community Development Director or their designee to execute an Amended Subrecipient Agreement to increase the amount of project funding for the City of Gonzales by $122,911, including making minor changes as necessary, subject to review and approval by County Counsel, to implement the First Substantial Amendment to the 2023-2024 Annual Action Plan

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Accept public comments and close the public comment period for the Fifth Substantial Amendment to the Monterey Urban County 2019-2020 Community Development Block Grant (CDBG) Annual Action Plan;
b. Accept public comments and close the public comment period for the First Substantial Amendment to the Monterey Urban County 2023-2024 CDBG Annual Action Plan;
c. Adopt and authorize the Housing and Community Development Director or their designee to submit the Fifth Substantial Amendment to the 2019-2020 Annual Action Plan and First Substantial Amendment to the 2023-2024 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD);
d. Authorize the Housing and Community Development Director or their designee to execute an Amended Subrecipient Agreement to increase the entitlement funding for Meals on Wheels of Salinas Valley by $53,351.47, including making minor changes as necessary, subject to review and approval by County Counsel, to implement the Fifth Substantial Amendment to the 2019-2020 Annual Action Plan; and
e. Authorize the Housing and Community Development Director or their designee to execute an

Amended Subrecipient Agreement to increase the amount of project funding for the City of Gonzales by $122,911.78, including making minor changes as necessary, subject to review and approval by County Counsel, to implement the First Substantial Amendment to the 2023-2024 Annual Action Plan

SUMMARY:
The Board of Supervisors is being asked to accept public comments and close the 30-day public comment period on the Monterey Urban County's Fifth Substantial Amendment to the 2019-2020 Community Development Block Grant (CDBG) Annual Action Plan and First Substantial Amendment to the 2023-2024 CDBG Annual Action Plan. The Urban County, for purposes of this plan, includes the County of Monterey and the cities of Del Rey Oaks, Gonzales, Greenfield, and Sand City. The recommended actions will increase entitlement funding to Meals on Wheels of Salinas Valley as part of the 2019-2020 Annual Action Plan and close the funding gap for the Gonzales Community Center Project as part of the 2023-2024 Annual Action Plan.

DISCUSSION:
On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The Act identified additional funding for the CDBG program specifically to allow jurisdictions to prevent, prepare for, and respond to the community impacts of the Coronavirus pandemic (CDBG-CV). HUD allocated a portion of the CDBG-CV funds immediately and allocated additional CDBG-CV funds later in the year.

The Urban County has unused CARES Act funds in the amount of $53,351.47. Meals on Wheels of Salinas Valley is one of the agencies awarded CARES Act funds and continues to utilize the funds to provide services for seniors that meet the program requirements to prevent, prepare for, and respond to Coronavirus. Staff is recommending that Meals on Wheels of Salinas Valley receive $53,351.47 in unused CARES Act funds to continue to support their monthly congregate meal programs.

On May 9, 2023, the Board of Supervisors approved the 2023-2024 Annual Action Plan for the Urban County. The Annual Action Plan includes funding for the City of Gonzales Community Center Project in the amount of $347,382. The Community Center Project also received funds in the amount of $357,475 in the 2022-2023 Annual Action Plan. HUD recently completed a monitoring of the County of Monterey's Urban County CDBG Program and found that the County improperly reimbursed the City of Gonzales in the amount of $122,911.78 for ineligible work to reroof the City Council Chamber building. HUD required the County have the funds returned, which was completed on November 6, 2023. The County has determined an equitable proposal for addressing HUD's findings while keeping the City of Gonzales's CDBG funding whole is to use the returned funds of $122,911.78 to increase the CDBG support for the Community Center Project from a total of $704,857 to $827,768.78.

The public comment period for both Substantial Amendments opened on November 30, 2023, and ran through January 9, 2024, following publication of the public comment period by the Monterey County Weekly and social media posting. The notice was also posted to the County's website. No public comments had been received regarding the proposed Fifth Substantial Amendment to the 2019-2020 Annual Action Plan or First Substantial Amendment to the 2023-2024 Annual Action Plan as of the time this staff report was prepared.

OTHER AGENCY INVOLVEMENT:
The Board of Supervisors Urban County Committee considered and concurred with the revised funding recommendations. A separate action will be brought forward later to increase appropriations if needed. County Counsel has reviewed the draft Fifth Substantial Amendment to the 2019-2020 Annual Action Plan and First Substantial Amendment to the 2023-2024 Annual Action Plan as to form.

FINANCING:
The recommended actions do not change the current FY 2023-24 appropriations. The recommended actions will have no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Authorizing the Urban County to adopt the Fifth Substantial Amendment to the 2019-2020 Annual Action Plan will make an additional $53,351.47 available to support seniors in the unincorporated communities. Authorizing the Urban County to adopt the First Substantial Amendment to the 2023-2024 Annual Action Plan will make an additional $122,911.78 available to construct the Gonzales Community Center.

__Economic Development
__Administration
X Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Dawn M Yonemitsu, Management Analyst II, x5387
Reviewed by: Darby Marshall, Redevelopment & Housing Analyst II, x5391
Approved by: Craig Spencer, Interim Director of Housing & Community Development, x5233

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Fifth Substantial Amendment to the 2019-2020 County of Monterey Annual Action Plan
Attachment B - Draft First Substantial Amendment to the 2023-2024 County of Monterey Annual Action Plan

Introduced: 11/22/2023 **Current Status:** Agenda Ready

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

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OTHER AGENCY INVOLVEMENT:
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FINANCING:
The recommended actions do not change the current FY 2023-24 appropriations. The recommended actions will have no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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__Economic Development
__Administration
X Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Dawn M Yonemitsu, Management Analyst II, x5387
Reviewed by: Darby Marshall, Redevelopment & Housing Analyst II, x5391
Approved by: Craig Spencer, Interim Director of Housing & Community Development, x5233 *CS*

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Attachment A

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FIFTH SUBSTANTIAL AMENDMENT
to the
MONTEREY URBAN COUNTY FY 2019-2020 ANNUAL ACTION PLAN

BACKGROUND
The County of Monterey (County) is an Entitlement Jurisdiction to Community Development Block Grant (CDBG) Entitlement funds from the U.S. Department of Housing and Urban Development (HUD). Annually, the County receives approximately $1.2 million in Entitlement funds to provide programs and services to the low- and moderate-income residents of the County.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The Act identified additional funding for the CDBG program specifically to allow jurisdictions to prevent, prepare for, and respond to the community impacts of the Coronavirus pandemic (CDBG-CV). HUD allocated a portion of the CDBG-CV funds immediately and allocated additional CDBG-CV funds later in the year.

FIRST SUBSTANTIAL AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN: On January 7, 2020, the County Board of Supervisors approved the first Substantial Amendment to the FY 2019-2020 Action Plan to allow unused program funds from FY 2017-2018, FY 2018-2019 and FY 2019-2020 to be reprogrammed to an eligible project. CDBG funds in the amount of $1,066,771 were reallocated to Interim Inc.'s Sun Rose permanent supportive and transitional housing development.

SECOND SUBSTANITAL AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN: On April 21, 2020, the County Board of Supervisors approved the second Substantial Amendment to the FY 2019-2020 Action Plan to increase funding by $518,475 for the City of Greenfield's purchase of fire apparatus, and to increase funding by $65,650 for the North County Recreation and Parks District's neighborhood and recreational facility project in Castroville.

THIRD SUBSTANTIAL AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN: On March 27, 2020, the County received $816,541 in the first allocation of CDBG-CV funds (CV1). On May 19, 2020, the County Board of Supervisors approved the third Substantial Amendment to the FY 2019-2020 Action Plan, which included changes to the Citizen Participation Plan, the creation of a new Consolidated Plan Priority, and the allocation of the CV1 funds for a variety of programs to prevent, prepare for, and respond to Coronavirus.

FOURTH SUBSTANTIAL AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN: In September of 2020, the County was notified of an additional allocation of $1,049,326 in CDBG-CV funds (CV3). On December 18, 2020, the County Board of Supervisors approved the fourth Substantial Amendment to the FY 2019-2020 Action Plan and the allocation of the CV3 funds to various activities.

FIFTH SUBSTANTIAL AMENDMENT TO THE FY 2019-2020 ANNUAL ACTION PLAN: This fifth Substantial Amendment to the FY 2019-2020 Action Plan proposes to reallocate $8,351.45 CDBG-CV1 funds and $45,000.02 CDBG-CV3 funds to an existing FY 2019-2020 CV Project, as shown below.

Meals on Wheels – Salinas Valley
2019-2020 CDBG-CV funds to assist seniors to prevent, prepare for, and respond to Coronavirus

Current Funding: $150,000.00
Proposed Additional Funding: $53,351.47 (FY 2019-2020 CDBG-CV funds)
Total Cumulative Allocation: $203,351.47

Attachment B

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FIRST SUBSTANTIAL AMENDMENT
to the
MONTEREY URBAN COUNTY FY 2023-2024 ANNUAL ACTION PLAN

FIRST SUBSTANTIAL AMENDMENT TO THE FY 2023-2024 ANNUAL ACTION PLAN:
This first Substantial Amendment to the FY 2023-2024 Action Plan proposes to allocate $122,911.78 in returned FY 2017-2018 Entitlement funds to an existing FY 2023-2024 Project.

CDBG PROGRAM BACKGROUND
The County of Monterey (County) is an Entitlement Jurisdiction to Community Development Block Grant (CDBG) Entitlement funds from the U.S. Department of Housing and Urban Development (HUD). Annually, the County receives approximately $1.2 million in Entitlement funds to provide programs and services to the low- and moderate-income residents of the County.

Monterey County was first designated as an entitlement community eligible to receive a formula allocation of CDBG funds in 2013. To qualify for and receive CDBG funds, the County partners with the cities of Del Rey Oaks, Gonzales, Greenfield, and Sand City. The County must submit an Annual Action Plan each year which details how that year's entitlement allocation will be spent.

HUD recently completed a monitoring of the County's CDBG Program and found that the County had improperly reimbursed the City of Gonzales in the amount of $122,911.78 for ineligible work to reroof the City Council Chamber building. HUD required the $122,911.78 in CDBG funds to be returned to the County. The funds were returned to the County's line of credit on November 6, 2023, and are now available to be reallocated to another project. The County proposes to add these funds to the existing City of Gonzales Community Center Project through the HUD-required Substantial Amendment process.

COMMUNITY CENTER PROJECT FUNDING BACKGROUND
As part of the 2022-2023 Annual Action Plan, the City of Gonzales was allocated $714,950 for the Community Center Project, to be provided in two installments - $357,475 from the FY 2022-2023 allocation, and the remaining $357,475 as part of the FY 2023-2024 allocation. However, the FY 2023-2024 allocation was less than anticipated and the FY 2023-2024 funding for the City of Gonzales was reduced to $347,382. This reduced the total funding for the Community Center Project to $704,857. Adding the recaptured $122,911.78 to the City of Gonzales Community Center Project will bring the total project funding up to $827,768.78.

The proposed project includes development of an approximately 23,300 square foot community center facility featuring an approximately 6,000 square foot County library (which replaces the existing County library at 851 5th Street), an approximately 4,000 square foot teen center, and an approximately 13,300 square foot community center building organized around a central courtyard and amphitheater for indoor/outdoor connections. The project also includes a free-standing 12,100 square foot gymnasium building with an indoor multi-court, restrooms, lobby, storage, and support space.

Gonzales Community Center Project

Current Funding: $704,857.00
Proposed Additional Funding: $122,911.78 (FY 2017-2018 Entitlement funds)

Total Proposed Cumulative Allocation: $827,768.78

COMMUNITY DEVELOPMENT BLOCK GRANT SUBSTANTIAL AMENDMENTS

January 9, 2024 - Agenda Item #21

Urban County Partners:

Del Rey Oaks

Gonzales

Greenfield

Sand City

County of Monterey

TODAY'S ACTIONS

- Conduct a public hearing to obtain residents' views and respond to proposals and questions received during the preceding 30-day public comment period regarding the Urban County Community Development Block Grant (CDBG) Substantial Amendments;
- Authorize the Director of Housing and Community Development (HCD) or their designee to submit the Fifth Substantial Amendment to 2019/2020 Annual Action Plan and First Substantial Amendment to 2023/2024 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD);
- Authorize HCD to amend Subrecipient Agreement to increase entitlement funding for Meals on Wheels of Salinas Valley by $53,351.47; and,
- Authorize HCD to amend Subrecipient Agreement to increase project funding for the City of Gonzales by $122,911.78.

FIFTH SUBSTANTIAL AMENDMENT 2019/2020 ANNUAL ACTION PLAN

CARES ACT FUNDING

County of Monterey awarded $1,865,867 in Cares Act Funding.

Unused funds are in the amount of $53,351.47

FIRST SUBSTANTIAL AMENDMENT 2023/2024 ANNUAL ACTION PLAN

CITY OF GONZALES

Re-roofing project was found ineligible for $122,911.78 paid from CDBG funds; therefore, the City refunded the money to CDBG.

Gonzales Community Center, CDBG fund eligible project, increase project funding by $122,911.78.

THANK YOU

Dawn M. Yonemitsu

Introduced: 12/21/2023

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Consider amending the requirements for the Outdoor Commercial Cannabis Cultivation Pilot Program related to proof of prior cultivation;
b. Consider setting a limit for aggregate outdoor cultivation canopy under the Pilot Program;
c. Consider directing Housing and Community Development staff to amend Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code; and
d. Provide further direction as appropriate. (REVISED VIA SUPPLEMENTAL)

RECOMMENDATIONS:
It is recommended that the Board of Supervisors:
a. Consider amending the requirements for the Outdoor Commercial Cannabis Cultivation Pilot Program related to proof of prior cultivation;
b. Consider setting a limit for aggregate outdoor cultivation canopy under the Pilot Program;
c. Consider directing Housing and Community Development staff to amend Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code; and
d. Provide further direction as appropriate.

SUMMARY/DISCUSSION:
At the Board of Supervisors Cannabis Committee (Committee) meeting on November 2, 2023, there was discussion regarding requirements Chapters 20.69 and 21.69 of Monterey County Code (MCC). These Chapters pertain to the Outdoor Commercial Cannabis Cultivation Pilot Program (Pilot) within coastal and inland zones respectively. Current regulations require an applicant to provide proof that cannabis had been cultivated on the site under the medicinal cannabis rules that preceded the commercial cannabis regulations. Proof includes evidence that cannabis was cultivated on the site prior to January 1, 2016. In discussing the requirements, the Cannabis Committee was split on the recommendation to amend the outdoor cannabis cultivation, acknowledging prior decisions from the Board of Supervisors, most recently in August of 2022 so the Cannabis Program (Program) staff were directed to return to the full Board to reconsider with the narrow focus of removing the requirement for proof of prior cultivation.

MCC sections 20.69.050 and 21.69.050 (Attachment A) currently state:

> *"B. Qualified properties are required to provide evidence to the satisfaction of the Appropriate Authority that all of the following criteria are met:*
> *3. The cannabis site is located on a lot where proof of prior cultivation is*

demonstrated per Subsection C of this Section.

C. Qualified properties are required to provide evidence to the satisfaction of the appropriate authority that they were engaged in medicinal cannabis cultivation on the lot prior to January 1, 2016. For the purposes of this Subsection, cultivation of six or fewer plants shall not be sufficient evidence of prior cultivation. Such evidence shall include at least two of the following:

1. Photographs of cultivation that existed on the lot prior to January 1, 2016, including aerial views from Google Earth, Big Maps, Terraserver, or a comparable service showing both the entire lot and the cultivation site in more detail. The date these images were captured shall be noted.

2. Documentary evidence that medicinal cannabis was cultivated on the lot on behalf of a collective or cooperative dated prior to January 1, 2016.

3. Any other form of evidence acceptable to the appropriate authority that cultivation occurred on the lot prior to January 1, 2016."

It should be noted that real properties are qualified through this requirement, not individual applicants.

As presented in the previous Board report, Growing Equity Together (GET) participants have faced numerous obstacles that hinder their ability to enter the commercial cannabis industry within our County:

- Inability to secure a property within an allowable zoning area.
- Challenges in meeting requirements to submit a complete land use permit application.
    - 10 of the 14 verified equity applicants previously cultivated under the Compassionate Use Act (Prop 215) and are trying to restart outdoor cultivation activities.
    - Many of these heritage Prop 215 growers no longer own/lease the original property, which makes them ineligible for the Pilot.
    - Retirement, Remediation and Relocation (RRR) was a benefit to verified equity applicants under the original GET framework and would allow applicants who previously cultivated under Prop 215 to transfer development rights to a new property, however the RRR benefit was later removed from the GET Program by the Board.
    - While some operators may qualify for an exemption from the California Environmental Quality Act (CEQA), those who do not would face steep costs and extended timelines for approval of their land use entitlements.
        - An Environmental Impact Report (EIR) pertaining to outdoor cultivation within District 5 was allocated within the budget of a separate grant-the Local Jurisdiction Assistance Grant-and would have removed the need for site-specific CEQA studies, but funding for the EIR was later reallocated by the Board.

Despite being in place for four and a half years, the Pilot has resulted in the following:

- 10 GET participants interested in the Pilot:

    - One participant has obtained a provisional Department of Cannabis Control (DCC) Outdoor license for outdoor cultivation within District 5 but must also obtain local authorization before operations may begin. This participant is working to achieve compliance with the required land use and cannabis business permits.
    - Three participants have submitted land use permit applications but have not yet submitted cannabis business permit applications or obtained DCC licenses.
    - One participant withdrew their land use permit application.
- 2 non-equity applicants interested in the Pilot:
    - One applicant was outside of the allowable area and their land use permit application was voided.
    - One applicant withdrew their land use permit application.

To provide additional opportunity to participate in the commercial cannabis industry while preserving the intent of the Pilot, staff recommends the Board consider:

- Removal of the requirement to provide proof of cannabis cultivation on the lot prior to January 1, 2016.
- Limit aggregate cultivation canopy to 300,000.
    - Pursuant of MCC 20/21.69.060(J), canopy is currently limited to 20,000 per lot.

In August 2022, the Board approved the extension of the Pilot to 2030. Should the Board direct staff to amend the code, HCD requests guidance on the prioritization of item relative to other priority work tasks.

FINANCING:
Monterey County's Cannabis Program is funded in County Administrative Office - Department 1050, Intergovernmental and Legislative Affairs Division - Unit 8533, Cannabis. The proposed recommendations will not incur additional expenses to the Program but may incur additional expenses related to HCD and County Counsel staff time required to prepare reports, ordinances, and presentations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Monterey County Cannabis Program addresses each of the Strategic Initiative Policy Areas that promote the growth of a responsible and legal Monterey County cannabis industry.

Mark a check to the related Board of Supervisors Strategic Initiatives
X Economic Development
X Administration
Health & Human Services
Infrastructure
X Public Safety

Prepared by: Joann Iwamoto, Cannabis Program Manager
Approved by: Craig Spencer, Acting Housing and Community Development Director

Attachments:

A. Current Versions of Monterey County Code Titles 20.69 and 21.69

Introduced: 12/21/2023
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Consider providing direction to staff on potential amendments to outdoor commercial cannabis regulations contained in Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code.

RECOMMENDATIONS:
It is recommended that the Board of Supervisors:

a. Consider providing direction to staff on potential amendments to outdoor commercial cannabis regulations contained in Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code.

SUMMARY/DISCUSSION:
At the Board of Supervisors Cannabis Committee (Committee) meeting on November 2, 2023, there was discussion regarding requirements Chapters 20.69 and 21.69 of Monterey County Code (MCC). These Chapters pertain to the Outdoor Commercial Cannabis Cultivation Pilot Program (Pilot) within coastal and inland zones respectively. Current regulations require an applicant to provide proof that cannabis had been cultivated on the site under the medicinal cannabis rules that preceded the commercial cannabis regulations. Proof includes evidence that cannabis was cultivated on the site prior to January 1, 2016. In discussing the requirements, the Cannabis Committee was split on the recommendation to amend the outdoor cannabis cultivation, acknowledging prior decisions from the Board of Supervisors, most recently in August of 2022 so the Cannabis Program (Program) staff were directed to return to the full Board to reconsider with the narrow focus of removing the requirement for proof of prior cultivation.

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> *"B. Qualified properties are required to provide evidence to the satisfaction of the Appropriate Authority that all of the following criteria are met:*
>
> *3. The cannabis site is located on a lot where proof of prior cultivation is demonstrated per Subsection C of this Section.*
>
> *C. Qualified properties are required to provide evidence to the satisfaction of the appropriate authority that they were engaged in medicinal cannabis cultivation on the lot prior to January 1, 2016. For the purposes of this Subsection, cultivation of six or fewer plants shall not be sufficient evidence of prior cultivation. Such evidence shall include at least two of the following:*
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    - Many of these heritage Prop 215 growers no longer own/lease the original property, which makes them ineligible for the Pilot.
    - Retirement, Remediation and Relocation (RRR) was a benefit to verified equity applicants under the original GET framework and would allow applicants who previously cultivated under Prop 215 to transfer development rights to a new property, however the RRR benefit was later removed from the GET Program by the Board.
    - While some operators may qualify for an exemption from the California Environmental Quality Act (CEQA), those who do not would face steep costs and extended timelines for approval of their land use entitlements.
        - An Environmental Impact Report (EIR) pertaining to outdoor cultivation within District 5 was allocated within the budget of a separate grant-the Local Jurisdiction Assistance Grant-and would have removed the need for site-specific CEQA studies, but funding for the EIR was later reallocated by the Board.

Despite being in place for four and a half years, the Pilot has resulted in the following:

- 10 GET participants interested in the Pilot:
    - One participant has obtained a provisional Department of Cannabis Control (DCC) Outdoor license for outdoor cultivation within District 5 but must also obtain local authorization before operations may begin. This participant is working to achieve compliance with the required land use and cannabis business permits.
    - Three participants have submitted land use permit applications but have not yet submitted cannabis business permit applications or obtained DCC licenses.
    - One participant withdrew their land use permit application.
- 2 non-equity applicants interested in the Pilot:
    - One applicant was outside of the allowable area and their land use permit

application was voided.
- One applicant withdrew their land use permit application.

To provide additional opportunity to participate in the commercial cannabis industry while preserving the intent of the Pilot, staff recommends the Board consider:

- Removal of the requirement to provide proof of cannabis cultivation on the lot prior to January 1, 2016.
- Limit aggregate cultivation canopy to 300,000.
  - Pursuant of MCC 20/21.69.060(J), canopy is currently limited to 20,000 per lot.

In August 2022, the Board approved the extension of the Pilot to 2030. Should the Board direct staff to amend the code, HCD requests guidance on the prioritization of item relative to other priority work tasks.

FINANCING:
Monterey County's Cannabis Program is funded in County Administrative Office - Department 1050, Intergovernmental and Legislative Affairs Division - Unit 8533, Cannabis. The proposed recommendations will not incur additional expenses to the Program but may incur additional expenses related to HCD and County Counsel staff time required to prepare reports, ordinances, and presentations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Monterey County Cannabis Program addresses each of the Strategic Initiative Policy Areas that promote the growth of a responsible and legal Monterey County cannabis industry.

Mark a check to the related Board of Supervisors Strategic Initiatives
X Economic Development
X Administration
Health & Human Services
Infrastructure
X Public Safety

Prepared by: Joann Iwamoto, Cannabis Program Manager
Approved by: Craig Spencer, Acting Housing and Community Development Director

Attachments:
A. Current Versions of Monterey County Code Titles 20.69 and 21.69

Introduced: 12/21/2023

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Consider amending the requirements for the Outdoor Commercial Cannabis Cultivation Pilot Program related to proof of prior cultivation;
b. Consider setting a limit for aggregate outdoor cultivation canopy under the Pilot Program;
c. Consider directing Housing and Community Development staff to amend Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code; and
d. Provide further direction as appropriate. (REVISED VIA SUPPLEMENTAL)

RECOMMENDATIONS:
It is recommended that the Board of Supervisors:
a. Consider amending the requirements for the Outdoor Commercial Cannabis Cultivation Pilot Program related to proof of prior cultivation;
b. Consider setting a limit for aggregate outdoor cultivation canopy under the Pilot Program;
c. Consider directing Housing and Community Development staff to amend Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code; and
d. Provide further direction as appropriate.

SUMMARY/DISCUSSION:
At the Board of Supervisors Cannabis Committee (Committee) meeting on November 2, 2023, there was discussion regarding requirements Chapters 20.69 and 21.69 of Monterey County Code (MCC). These Chapters pertain to the Outdoor Commercial Cannabis Cultivation Pilot Program (Pilot) within coastal and inland zones respectively. Current regulations require an applicant to provide proof that cannabis had been cultivated on the site under the medicinal cannabis rules that preceded the commercial cannabis regulations. Proof includes evidence that cannabis was cultivated on the site prior to January 1, 2016. In discussing the requirements, the Cannabis Committee was split on the recommendation to amend the outdoor cannabis cultivation, acknowledging prior decisions from the Board of Supervisors, most recently in August of 2022 so the Cannabis Program (Program) staff were directed to return to the full Board to reconsider with the narrow focus of removing the requirement for proof of prior cultivation.

MCC sections 20.69.050 and 21.69.050 (Attachment A) currently state:

> *"B. Qualified properties are required to provide evidence to the satisfaction of the Appropriate Authority that all of the following criteria are met:*
> *3. The cannabis site is located on a lot where proof of prior cultivation is*

demonstrated per Subsection C of this Section.

C. Qualified properties are required to provide evidence to the satisfaction of the appropriate authority that they were engaged in medicinal cannabis cultivation on the lot prior to January 1, 2016. For the purposes of this Subsection, cultivation of six or fewer plants shall not be sufficient evidence of prior cultivation. Such evidence shall include at least two of the following:

1. Photographs of cultivation that existed on the lot prior to January 1, 2016, including aerial views from Google Earth, Big Maps, Terraserver, or a comparable service showing both the entire lot and the cultivation site in more detail. The date these images were captured shall be noted.

2. Documentary evidence that medicinal cannabis was cultivated on the lot on behalf of a collective or cooperative dated prior to January 1, 2016.

3. Any other form of evidence acceptable to the appropriate authority that cultivation occurred on the lot prior to January 1, 2016."

It should be noted that real properties are qualified through this requirement, not individual applicants.

As presented in the previous Board report, Growing Equity Together (GET) participants have faced numerous obstacles that hinder their ability to enter the commercial cannabis industry within our County:

- Inability to secure a property within an allowable zoning area.
- Challenges in meeting requirements to submit a complete land use permit application.
    - 10 of the 14 verified equity applicants previously cultivated under the Compassionate Use Act (Prop 215) and are trying to restart outdoor cultivation activities.
    - Many of these heritage Prop 215 growers no longer own/lease the original property, which makes them ineligible for the Pilot.
    - Retirement, Remediation and Relocation (RRR) was a benefit to verified equity applicants under the original GET framework and would allow applicants who previously cultivated under Prop 215 to transfer development rights to a new property, however the RRR benefit was later removed from the GET Program by the Board.
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X Administration
Health & Human Services
Infrastructure
X Public Safety

Prepared by: Joann Iwamoto, Cannabis Program Manager
Approved by: Craig Spencer, Acting Housing and Community Development Director

Attachments:

A. Current Versions of Monterey County Code Titles 20.69 and 21.69

ORDINANCE NO. 5312

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ADDING CHAPTER 20.69 TO TITLE 20 (COASTAL ZONING) OF THE MONTEREY COUNTY CODE TO ESTABLISH AN OUTDOOR COMMERCIAL CANNABIS CULTIVATION PILOT PROGRAM

County Counsel Summary

This ordinance adds Chapter 20.69 to Title 20 (coastal zoning) of the Monterey County Code to establish a five-year pilot program for outdoor commercial cannabis cultivation and related activities in the coastal Big Sur Land Use Plan unincorporated area of Monterey County. The purpose of the pilot program is to analyze the impacts of outdoor commercial cannabis cultivation; evaluate the establishment of long-term regulations; provide those who historically cultivated cannabis an opportunity to participate; and to reduce negative impacts to the environment. The pilot program establishes outdoor commercial cannabis cultivation not exceeding 10,000 square feet of canopy and specified related cannabis activities in the Big Sur Land Use Plan area as a use allowed subject to a Coastal Administrative Permit in each case within specified zoning districts and subject to specified eligibility criteria. Specified zoning districts include the Rural Density Residential and Watershed and Scenic Conservation, with allowance of the particular use within each zoning district dependent on factors specified by the ordinance. Other criteria specified in the ordinance must be met for a property to be eligible for the pilot program.

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

SECTION 1. Findings and declarations.

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 Controlled Substances Act (21 U.S.C. §§ 801, *et seq.*) prohibits, except for certain research purposes, the possession, distribution, and manufacture of cannabis, and there is no medical necessity exception to prosecution and conviction under the Controlled Substances Act.

C. The federal government issued guidelines for states and local governments that have enacted laws authorizing cannabis related conduct that highlight the importance of implementing strong and effective regulatory and enforcement systems that will address the threat that cannabis activity could pose to public safety, public health, and other law enforcement interests.

D. On November 5, 1996, California voters approved Proposition 215, the Compassionate Use Act of 1996 (Health & Safety Code § 11362.5, "CUA"), an initiative that exempted certain patients and their primary caregivers from criminal liability under state law for the possession and cultivation of cannabis for medical purposes. One of the stated purposes of the CUA is to ensure that seriously ill Californians have the right to obtain and use cannabis for medical purposes where that medical use has been recommended by a physician.

E. On January 1, 2004, Senate Bill 420, the Medical Marijuana Program Act (Health & Safety Code §§ 11362.7-11362.83), became law to clarify the scope of the CUA and to facilitate the prompt identification of qualified patients and their primary caregivers.

F. On October 9, 2015, the State enacted the Medical Marijuana Regulation and Safety Act (former Business & Professions Code §§ 19300, *et seq.*; "MMRSA"). MMRSA created a state licensing program for commercial medical cannabis activities.

G. On July 12, 2016, the Monterey County Board of Supervisors ("Board of Supervisors") adopted inland zoning regulations establishing criteria for issuing local land use permits pursuant to the MMRSA (Ordinance Number 5270, amending sections of Title 21 and adding Chapter 21.67 to the Monterey County Code ("MCC")), and on July 19, 2016 the Board of Supervisors adopted regulations establishing criteria for issuing local business permits pursuant to the MMRSA (Ordinance Numbers 5272, codified at MCC Chapter 7.90). These ordinances were to become operative only if the Board of Supervisors submitted a County tax on commercial medical cannabis activities to the voters, the voters approved the tax, and the tax was certified by the County pursuant to Section 15372 of the California Elections Code. On November 8, 2016, the voters approved the tax (Measure Y, codified at MCC Chapter 7.100). On December 13, 2016, the tax was certified pursuant to Section 15372 of the Elections Code and Ordinance Numbers 5270 and 5272 became operative. Hence, Chapter 21.67 became operative in the inland unincorporated area on December 13, 2016. Chapter 21.67 only allowed for medical commercial cannabis activities within greenhouses and indoor facilities legally established as of January 1, 2016.

H. Also on July 12, 2016, the Board of Supervisors adopted a resolution of intent (Resolution No. 16-210) to adopt coastal zoning regulations to establish criteria for local land use permits pursuant to MMRSA. The County submitted the regulations to the California Coastal Commission for certification, but the County subsequently withdrew the proposed regulations because of discussions with Coastal Commission staff on revisions and changes to state law.

I. On November 8, 2016, by statewide initiative, the voters enacted the Adult Use of Marijuana Act ("AUMA"). AUMA created a state licensing program for commercial adult-use cannabis activities.

J. On June 27, 2017, the State enacted the Medicinal and Adult-Use of Cannabis Regulatory and Safety Act (Business & Professions Code §§ 26000, *et seq.*; "MAUCRSA"), which combined MMRSA and AUMA into a single state licensing scheme for both medicinal

and adult-use cannabis. MAUCRSA allows counties and cities to maintain local regulatory authority over commercial cannabis activities.

K. On December 5, 2017, the Board of Supervisors adopted Ordinance No. 5292 to amend Title 21 of the MCC to regulate both adult-use and medical commercial cannabis activities. Commercial cannabis sites were limited to greenhouses and indoor facilities that were legally established as of January 1, 2016.

L. Also on December 5, 2017, the Board of Supervisors adopted a Resolution of Intent to adopt an ordinance amending the Monterey County Coastal Implementation Plan, Parts 1 and Part 2 (Title 20, coastal zoning ordinance) of the MCC to regulate commercial cannabis activities in the coastal zone of unincorporated Monterey County consistent with MAUCRSA; and to amend the text of the North County Land Use Plan to allow permitting of commercial cannabis activities at the former Kaiser National Refractories site located at 7697 Highway 1, Moss Landing, notwithstanding the coastal-dependent industrial land use designation on the site. Commercial cannabis sites were limited to greenhouses and indoor facilities that were legally established as of January 1, 2016.

M. On February 7, 2018, the California Coastal Commission certified Monterey County LCP Amendment number LCP-3-MCO-18-0004-1 (North County Land Use Plan amendment and Commercial Cannabis Ordinance) as submitted by the County.

N. On March 20, 2018, the Board of Supervisors adopted the North County Land Use Plan amendment and coastal zoning regulations, as certified by the Coastal Commission, establishing criteria for issuing local land use permits pursuant to the MAUCRSA (Ordinance Number 5299, amending sections of Title 20 and adding Chapter 20.67 to the MCC).

O. On November 6, 2018, the Board of Supervisors adopted Ordinance No. 5306 to amend Title 21 of the MCC to change commercial cannabis activities from a conditional use allowed subject to a Use Permit, to a principle use allowed subject to an Administrative Permit. On that same day, the Board of Supervisors adopted Resolution of Intent No. 18-413 to amend the Monterey County Coastal Implementation Plan, Part 1 (Title 20 coastal zoning ordinance) to change commercial cannabis activities from a conditional use allowed subject to a Coastal Development Permit, to a principle use allowed subject to a Coastal Administrative Permit. The County needs to submit Resolution of Intent No. 18-413 to the Coastal Commission for certification. If certified by the Coastal Commission, the ordinance will then need to be adopted by the Board of Supervisors.

P. The purpose of this ordinance is to provide uniform procedures, applicable to the coastal unincorporated areas of Monterey County, for consideration of a permits for outdoor commercial cannabis cultivation on a limited and temporary basis. The Board of Supervisors is acting on a separate similar ordinance applicable to the inland unincorporated area. Together these ordinances are intended to establish an outdoor commercial cannabis cultivation pilot program for Monterey County. The pilot program is intended gather data and information related to outdoor cannabis cultivation and outdoor cultivation ancillary uses to enable the County to evaluate the establishment of long-term regulations; to provide those who historically

cultivated cannabis within the Big Sur Land Use Plan area an opportunity to participate in the legalized commercial cannabis industry; to reduce negative impacts on the community and environment from outdoor cannabis cultivation and outdoor cultivation ancillary uses; and to provide for protection of public health, safety and welfare.

Q. It is the intent of the County of Monterey to have a strong and effective regulatory and enforcement system with regard to cannabis that addresses threats to public safety, health and other law enforcement interests through robust controls and procedures that are effective in practice, and that comply with state law and federal guidelines.

R. In addition to this ordinance, outdoor cultivation and associated activities will be subject to Chapters 7.02 and 7.90 of the MCC, which require a Business License and a Commercial Cannabis Business Permit respectively. Together these regulations establish an effective regulatory and enforcement system.

S. The County intends to carry out the amendments in a manner fully in conformity with the Coastal Act and MAUCRSA.

T. This ordinance amends the Monterey County Coastal Implementation Plan, which is part of the County's Local Coastal Program. Pursuant to the Coastal Act, the County may amend the certified Local Coastal Program provided the County follows certain procedures. The procedures include the following: the County's Planning Commission holds a noticed public hearing and makes a recommendation to the Board of Supervisors on the proposed amendment; the Board of Supervisors holds a noticed public hearing to adopt the ordinance subject to California Coastal Commission certification, and submits the proposed amendment to the Coastal Commission for certification together with materials sufficient for a thorough and complete review; and the Coastal Commission certifies the amendment and confirms the County's action. Accordingly, the ordinance will not go into effect until after the Coastal Commission certifies the amendment and confirms the Board's action.

U. This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to California Business and Professions Code section 26055(h), which provides a statutory exemption from CEQA where, prior to July 1, 2019, the local agency adopts an ordinance that requires discretionary review of permits, including applicable environmental review under CEQA, to engage in commercial cannabis activity. This ordinance requires a Coastal Administrative Permit for all commercial cannabis activities, and each Coastal Administrative Permit would be individually subject to applicable environmental review under CEQA.

SECTION 2. Chapter 20.69 is added to the Monterey County Code to read as follows:

Chapter 20.69
OUTDOOR COMMERCIAL CANNABIS CULTIVATION PILOT PROGRAM

Sections:
20.69.010 – Definitions.

20.69.020 – Purpose.
20.69.030 – Applicability and duration.
20.69.040 – Permits required.
20.69.050 – Qualified properties.
20.69.060 – Regulations.
20.69.070 – Required findings.
20.69.080 – Required conditions.
20.69.090 – Application requirements.
20.69.100 – Suspension, revocation, and enforcement.

20.69.010 Definitions.

For the purpose of this Chapter, unless the context otherwise requires, certain terms used in this Chapter shall be as defined below. The definitions in Chapters 20.06 and 20.67 shall otherwise apply.

A. "Cannabis Site" means the location or area specified in the permit issued pursuant to this Chapter, that is owned, leased, or otherwise held under the control of the applicant or permittee where outdoor cultivation and outdoor cultivation ancillary uses will be conducted. The cannabis site shall be on one lot and shall only be occupied by one permittee.

B. "Lot" shall have the same meaning as in Section 20.06.760 of this Title.

C. "Outdoor Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis without the use of artificial lighting or light deprivation in the canopy area at any point in time.

D. "Outdoor Cultivation Ancillary Uses" means supportive nursery, self-distribution, and self-processing activities as those terms are defined in this Chapter.

E. "Pilot Program" means the outdoor commercial cannabis cultivation pilot program established in this Chapter.

F. "Self-distribution" means the transport of cannabis grown onsite and nonmanufactured cannabis products produced onsite to another permitted and licensed cannabis business at an offsite facility.

G. "Self-processing" means all activities associated with the drying, curing, grading, trimming, rolling, storing, packaging, and labeling of cannabis or nonmanufactured cannabis products grown or produced onsite.

H. "Supportive Nursery" means all activities associated with producing clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of outdoor cannabis cultivation onsite. Artificial lighting is permissible only to maintain immature plants in a supportive nursery.

20.69.020 Purpose.

The purpose of this Chapter is to achieve the following:

A. To establish a pilot program to provide uniform procedures for consideration of permits for outdoor cultivation and outdoor cultivation ancillary uses in the Big Sur Land Use Plan area;

B. To gather data and information related to outdoor cultivation and outdoor cultivation ancillary uses to enable the County to evaluate the establishment of long-term regulations;

C. To provide those who historically cultivated cannabis within the Big Sur Land Use Plan area an opportunity to participate in the legalized commercial cannabis industry;

D. To reduce negative impacts to the environment; and

E. To provide for protection of public health, safety and welfare of residents, visitors, and persons engaged in outdoor cultivation and outdoor cultivation ancillary uses under this pilot program.

20.69.030 Applicability and duration.

A. Notwithstanding the provisions of Chapter 20.67 of this Title, the provisions of this Chapter are applicable to outdoor cultivation and outdoor cultivation ancillary uses within the Rural Density Residential (RDR), and Watershed and Scenic Conservation Zoning (WSC) districts of the Big Sur Land Use Plan area. Chapter 20.67 shall apply to all other commercial cannabis activities not covered in this Chapter.

B. The duration of the pilot program shall be five (5) years from the effective date of the ordinance enacting this Chapter.

20.69.040 Permits required.

A. Except as provided in Section 20.67.090 of this Title, commercial cannabis activities shall not be allowed in the unincorporated coastal areas of Monterey County without first securing all permits, licenses, or other entitlements required by state law and County regulation.

B. A Coastal Administrative Permit shall be required for all outdoor cultivation and outdoor cultivation ancillary uses provided for in this pilot program. The application for a Coastal Administrative Permit, and for amendments thereto and extensions thereof, shall be processed in accordance with Chapter 20.76 of this Title. The Chief of Planning is the Appropriate Authority to consider issuance, extension of, and amendment to such permits. Appeals from the decision of the Chief of Planning shall be governed by Chapter 20.86 of this Title. Notwithstanding the foregoing, the procedures for suspension and revocation of a Coastal

Administrative Permit granted under this pilot program shall be as set forth in sections 20.67.110 and 20.67.120 of this Title.

C. All Coastal Administrative Permits issued pursuant to this pilot program shall expire within five (5) years from the approval date or upon the termination of the pilot program, whichever occurs first. On or before the five (5) year expiration of this pilot program, the County shall evaluate the pilot program to determine if the program should be terminated, extended, or modified. Permits approved pursuant to this Chapter shall not survive or have continuing application beyond the expiration of the pilot program unless the program is extended or modified by the Board of Supervisors. Approval of Coastal Administrative Permits pursuant to this pilot program and commencement of allowed uses shall not establish a non-conforming use. If the pilot program is extended or modified, new land use entitlements, as may be specified in the extended or modified regulations, must be obtained.

D. In addition to a Coastal Administrative Permit, pursuant to Chapters 7.02 and 7.90 of the Monterey County Code, a Business License and a Commercial Cannabis Business Permit shall be required for all outdoor cultivation and outdoor cultivation ancillary uses.

E. Pursuant to California Business and Professions Code section 26000 *et seq.*, a valid license from the State shall be required for all outdoor cultivation and outdoor cultivation ancillary uses.

F. The owner shall post or cause to be posted on the cannabis site all required County and state permits and licenses required to operate. Such posting shall be located in a conspicuous location at or near the location where the outdoor cultivation and outdoor cultivation ancillary uses occur, and a copy of the permits and licenses shall be kept in all vehicles that transport cannabis or nonmanufactured cannabis products.

G. The owner and all permittees shall maintain clear and adequate records and documentation demonstrating that all cannabis or nonmanufactured cannabis products have been obtained from and are provided to other permitted and licensed cannabis operations. The County shall have the right to examine, monitor, and audit such records and documentation, which shall be made available to the County upon request.

H. The owner and all permittees shall conduct outdoor cultivation and outdoor cultivation ancillary uses in compliance with all required County permits and state licenses, and in compliance with state law and County law. The owner and all permittees shall be responsible for the payment of all required inspection fees, permit fees, and taxes.

20.69.050 Qualified properties.

A. Only qualified properties shall be eligible for permitting under this Chapter.

B. Qualified properties are required to provide evidence to the satisfaction of the Appropriate Authority that all of the following criteria are met:

1. The cannabis site is located within the Big Sur Land Use Plan area.

2. The cannabis site is within an area zoned Rural Density Residential (RDR) or Watershed and Scenic Conservation (WSC) Zoning as designated on the Sectional District Zoning Maps.

3. The cannabis site is located on a lot where proof of prior cultivation is demonstrated per Subsection C of this Section.

C. Qualified properties are required to provide evidence to the satisfaction of the Appropriate Authority that they were engaged in medicinal cannabis cultivation on the lot prior to January 1, 2016. For the purposes of this Subsection, cultivation of six (6) or fewer plants shall not be sufficient evidence of prior cultivation. Such evidence shall include at least two (2) of the following:

1. Photographs of cultivation that existed on the lot prior to January 1, 2016, including aerial views from Google Earth, Big Maps, Terraserver, or a comparable service showing both the entire lot and the cultivation site in more detail. The date these images were captured shall be noted.

2. Documentary evidence that cannabis was cultivated on the lot on behalf of a collective or cooperative dated prior to January 1, 2016.

3. Any other form of evidence acceptable to the Appropriate Authority that cultivation occurred on the lot prior to January 1, 2016.

D. This pilot program only applies to the specified areas of the Big Sur Land Use Plan in the coastal zone as restricted by this Chapter, and in the Carmel Valley Master Plan and Cachagua Area Plan as restricted by Chapter 21.69 of the Monterey County Code. The uses permitted under this pilot program are expressly prohibited in all other unincorporated areas of Monterey County.

20.69.060 Regulations.

Permits for outdoor cultivation and outdoor cultivation ancillary uses shall comply with all of the following regulations:

A. Activities allowed pursuant to this pilot program shall be limited to outdoor cultivation and outdoor cultivation ancillary uses. Indoor and mixed-light cultivation, and any form of manufacturing, testing, and retail operations are excluded from this pilot program.

B. Outdoor cultivation and outdoor cultivation ancillary uses shall obtain and maintain a permit required pursuant to Section 20.69.040 of this Chapter prior to recommencement of activities, and shall establish and maintain all activities in accordance with all requirements, regulations, limitations, and conditions established in this Chapter and as may be applied to a permit approved pursuant to this Chapter.

C. Outdoor cultivation and outdoor cultivation ancillary uses shall conform to all of the following minimum setback requirements:

1. The lot on which a cannabis site is located shall not be within one thousand (1,000) feet of a school providing instruction in kindergarten or any grades 1 through 12, a child care center, a youth center, a playground, or a drug recovery facility that is in existence at the time of approval of a permit by the Appropriate Authority. The distance specified in this Section shall be measured in a straight line from the nearest point of the property line of the lot that contains the outdoor cultivation and outdoor cultivation ancillary uses, to the nearest point of the property line of the enumerated use(s).

2. The cannabis site shall be setback a minimum of fifty (50) feet from any public road.

3. The cannabis site shall be setback a minimum of five hundred (500) feet from the nearest offsite structure. This setback does not apply to non-habitable sheds, outbuildings, and similar non-habitable accessory structures. The distance specified in this Section shall be measured in a straight line from the nearest point of the cannabis site to the nearest applicable structure on adjoining properties.

4. The cannabis site shall be setback a minimum of one hundred fifty (150) feet from a stream, river, or watercourse.

D. Exceptions to setbacks may be considered by the Appropriate Authority for supportive nursery cannabis sites and for outdoor cultivation ancillary uses, provided that such uses are located entirely within an approved structure that incorporates adequate odor mitigation technologies. In no case shall the setback from a school, playground, youth center, child care center, or drug recovery facility be less than a one thousand (1,000) foot radius. This Subsection does not restrict the ability of the Appropriate Authority to consider odor mitigation techniques, including but not limited to, landscape vegetation strips which may include other fragrant vegetation to mask the odors, odor neutralizing technologies, or relocation of cannabis sites as part of the consideration of a permit required pursuant to this Chapter.

E. Outdoor cultivation and outdoor cultivation ancillary uses shall be located only within a permitted cannabis site. Cannabis sites shall be located in areas where prior cultivation activities occurred on the lot, except when previously utilized areas or structures on the qualified property do not conform to one or more standards contained herein or cannot comply with other applicable state or local regulations. In such cases, reconfiguration of the cannabis sites and associated infrastructure may be permitted provided that the reconfiguration results in compliance with the terms of this pilot program and will not conflict with other applicable provisions of state and County law including the applicable provisions of the Local Coastal Program.

F. Outdoor cultivation and outdoor cultivation ancillary uses shall be subject to applicable use of private road regulations contained in the Monterey County Code.

G. Outdoor cultivation and outdoor cultivation ancillary uses shall not take place on federal or state lands, or on lots where the only access is through federal land.

H. In no case shall a building built as a single-family dwelling or multiple family dwelling be used for outdoor cultivation and outdoor cultivation ancillary uses, except that the dwelling may be used for offices related to the permitted cannabis activities, or for the purposes of providing sanitary facilities and break areas for employees employed onsite.

I. No visual indications that outdoor cultivation and outdoor cultivation ancillary uses occur on the site shall be visible from offsite, including but not limited to cannabis plants, markers, and similar indicators of cannabis activities. In addition, no structures, fences, water or irrigation equipment, or any other structures or objects shall be visible within the critical viewshed as defined in the Big Sur Land Use Plan.

J. The canopy of outdoor cultivation shall be limited to two and one half percent (2.5%) of the total square footage of the lot, not to exceed ten thousand (10,000) square feet or less of canopy on any one lot.

K. Security measures sufficient to restrict access to only those intended and to deter trespass and theft of cannabis or cannabis products shall be provided and maintained. If onsite security is utilized, such onsite security shall not use or possess firearms or other lethal weapons. Fencing is only required where other reasonable limitations to access to the cannabis site cannot be provided, and only where such fencing is in compliance with the scenic resource protection policies of the Big Sur Land Use Plan. Fencing and other structures and improvements for the purposes of providing security shall be subject to the applicable permit(s), including siting and design criteria for the site.

L. Pesticides and fertilizers shall be properly labeled, stored, and applied to avoid and prevent contamination through erosion, leakage, or inadvertent damage from rodents, pests, or wildlife. Approved outdoor cultivation operations using pesticides shall obtain the appropriate permits, licenses, or clearances from the Monterey County Agricultural Commissioner and the Environmental Health Bureau, as applicable.

M. Lighting inside and outside of all structures shall be unobtrusive and constructed or located so that only the area intended is illuminated, long range visibility is reduced, the lighting source is not visible from offsite, and glare is fully controlled. In addition, no lighting shall be visible within the critical viewshed as defined in the Big Sur Land Use Plan.

N. All necessary fire prevention measures, as determined by the appropriate fire district personnel, shall be provided and maintained onsite.

O. Adequate water supply sources to meet all onsite uses shall be provided. Water use includes, but is not limited to, irrigation water, and permanent potable water for all

employees. Water transported by vehicle from offsite shall not be considered an adequate water supply source.

P. All necessary waste water facilities, as determined by the Monterey County Environmental Health Bureau, shall be provided.

Q. The following additional plans and information shall be created, reviewed, permitted and implemented, as applicable, during operations:

1. A water management plan including the proposed water supply, written permission to access to water if the source is a water system or surface diversion, proposed water conservation measures, and any water offset.

2. Information regarding stormwater control and wastewater discharge. Such plans shall be sufficient to prevent erosion and other water quality impacts on or offsite.

3. A storage and hazard response plan for all pesticides, fertilizers, and any other hazardous materials kept on site.

4. All power source(s) for commercial cannabis activities at the site including any proposed energy offsets. Generators shall not be permitted as the permeant power source.

5. A cannabis waste management plan including the method(s) for managing cannabis waste. Acceptable methods include onsite composting provided the composting site is clearly defined and approved as part of a permit pursuant to this pilot program, collection and processing of cannabis waste by an approved waste hauler in Monterey County, or self-haul of cannabis waste to a permitted solid waste or composting facility.

6. All permits shall also be subject to the resource protection policies contained in the Big Sur Land Use Plan and Coastal Implementation Plan.

20.69.070 Required findings.

A Coastal Administrative Permit for the cannabis activities allowed pursuant to this pilot program shall not be granted by the Appropriate Authority unless all of the following findings are made based on substantial evidence:

A. The outdoor cultivation and outdoor cultivation ancillary uses, as proposed, comply with all of the requirements of Chapter 20.69.

B. Adequate energy, sewer, and water services exist or can be provided for the use(s) proposed.

C. The location of the cannabis site(s) and the establishment or operation of outdoor cultivation and outdoor cultivation ancillary uses are consistent with the text, policies and regulations of the Big Sur Land Use Plan and Coastal Implementation Plan.

D. Any environmental impacts considered potentially significant are mitigated.

E. The plans include adequate facilities and operational measures to address security, health and safety standards, and other standards that minimize or avoid nuisances and impacts on the lot and in the neighborhood where the activities are proposed.

20.69.080 Required conditions.

In addition to any other conditions and mitigation measures required by the Appropriate Authority, all of the following conditions shall apply to all permits for outdoor cultivation and outdoor cultivation ancillary uses:

A. The owner and permittees shall allow access to the cannabis site and access to records if requested by the County, its officers, or agents, and shall pay for an annual inspection and submit to inspections from the County or its officers to verify compliance with all relevant rules, regulations, and conditions.

B. The applicant, owner, and permittees shall indemnify, defend, and hold the County harmless from any and all claims and proceedings relating to the approval of the permit or relating to any damage to property or persons stemming from the commercial cannabis activity.

C. Any person engaged in the cannabis activities allowed pursuant to the pilot program shall obtain and maintain all required state and County permits and licenses, including a valid and fully executed Business License and Commercial Cannabis Business Permit pursuant to Chapters 7.02 and 7.90 of the Monterey County Code.

D. The owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with all permits and licenses required by state law and the Monterey County Code. Failure to take appropriate actions to evict or otherwise remove permittees and persons conducting commercial cannabis activities at the site who do not maintain permits or license in good standing with the state or County shall be grounds for the suspension or revocation of permits pursuant to Sections 20.67.110 and 20.67.120 of the Monterey County Code.

20.69.090 Application requirements.

All applications for a Coastal Administrative Permit for outdoor cultivation and outdoor cultivation ancillary uses shall be filed with the Resource Management Agency on the form and in the manner prescribed by the Chief of Planning, or his or her designee. In all cases, the application shall contain, without limitation the following documentation:

A. Notarized, written authorization from all persons and entities having a right, title or interest in the property that is the subject of the application consenting to the application and the operation of the proposed commercial cannabis activities on the subject property.

B. A site plan containing the following minimum information:

1. Boundaries of lot and the cannabis site(s) wherein each of the proposed cannabis activities will occur;

2. Access roads and driveways to the lot from the nearest public road;

3. Entrances and exits to and from all proposed cannabis sites;

4. All existing and proposed structures, wells, septic systems, parking areas, and utilities at the lot;

5. All easements and all water bodies on the lot;

6. Assessor's Parcel Number;

7. Property boundaries and distance from all cannabis sites to structures on neighboring properties, if structures are located within one thousand five hundred (1,500) feet of the cannabis site(s);

8. Topographic information including areas of the property containing slopes greater than twenty five percent (25%); and

9. The diagram shall be to scale.

C. A cultivation plan containing a cannabis site diagram showing all boundaries and dimensions in feet of the following proposed areas to scale:

1. Location of and aggregate square footage of canopy area(s) for all outdoor cultivation on the lot;

2. Location of and aggregate square footage of canopy areas for all supportive nursery operations on the lot;

3. Designated pesticide and other agricultural chemical storage area(s);

4. Designated self-processing area(s), if processing will occur on site;

5. Designated composting area(s), if composting will occur on site or designated secured area(s) for cannabis waste if composting does not occur on site;

6. Designated area(s) for harvested cannabis storage;

7. Common use area(s) such as hallways, bathrooms, or break rooms; and

8. The Geospatial Positioning System (GPS) Coordinates for the boundaries of each cannabis site.

D. An operations plan including at a minimum, the following information:

1. Onsite security plan including both physical and operation measures;

2. An odor management plan, including progressive measures that will be taken if needed to address odor complaints;

3. Proposed hours of operation;

4. Employee safety and training plan;

5. Water management plan including the proposed water supply and proposed conservation measures, and if water is obtained from a domestic water system, then proof of approval of use from the water system;

6. Waste management plan;

7. Sustainability measures including energy source and proposed energy efficiency measures;

8. Parking plan;

9. Hazardous waste storage plan and hazard response plan;

10. Stormwater control plans; and

11. Fuel and fire management plan.

E. A cross connection control survey completed by a qualified professional confirming that no cross connections will exist between potable water and irrigation uses.

F. Such other information as the Chief of Planning, or his or her designee, may require.

20.69.100 Suspension, revocation, and enforcement.

Grounds and procedures for suspension revocation and enforcement shall be as set forth in Sections 20.67.110, 20.67.120, and 20.70.130 of this Title.

SECTION 3. 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 4. This Ordinance shall become effective on the thirty-first day following its adoption or upon California Coastal Commission confirmation that County's ordinance satisfies the Coastal Commission's certification order, whichever occurs later.

PASSED AND ADOPTED on this 18th day of June 2019, by the following vote:

AYES: SUPERVISOR ALEJO, PHILLIPS, LOPEZ, PARKER AND ADAMS
NOES: NONE
ABSENT: NONE
ABSTAIN:NONE

Chair, John M. Phillips
Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM BY:

Kelly L. Donlon
Deputy County Counsel

Chapter 21.69 OUTDOOR COMMERCIAL CANNABIS CULTIVATION PILOT PROGRAM

21.69.010 Definitions.

For the purpose of this Chapter, unless the context otherwise requires, certain terms used in this Chapter shall be as defined below. The definitions in Chapters 21.06 and 21.67 shall otherwise apply.

A. "Cannabis site" means the location or area specified in the permit issued pursuant to this Chapter, that is owned, leased, or otherwise held under the control of the applicant or permittee where outdoor cultivation and outdoor cultivation ancillary uses will be conducted. The cannabis site shall be on one lot and shall only be occupied by one permittee.

B. "Lot" shall have the same meaning as in Section 21.06.760 of this Title.

C. "Outdoor cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis without the use of artificial lighting or light deprivation in the canopy area at any point in time.

D. "Outdoor cultivation ancillary uses" means supportive nursery, self-distribution, and self-processing activities as those terms are defined in this Chapter.

E. "Pilot program" means the outdoor commercial cannabis cultivation pilot program established in this Chapter.

F. "Self-distribution" means the transport of cannabis grown onsite and nonmanufactured cannabis products produced onsite to another permitted and licensed cannabis business at an offsite facility.

G. "Self-processing" means all activities associated with the drying, curing, grading, trimming, rolling, storing, packaging, and labeling of cannabis or nonmanufactured cannabis products grown or produced onsite.

H. "Supportive nursery" means all activities associated with producing clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of outdoor cannabis cultivation onsite. Artificial lighting is permissible only to maintain immature plants in a supportive nursery.

(Ord. No. 5311, § 2, 6-18-2019)

21.69.020 Purpose.

The purpose of this Chapter is to achieve the following:

A. To establish a pilot program to provide uniform procedures for consideration of permits for outdoor cultivation and outdoor cultivation ancillary uses in the Carmel Valley Master Plan and Cachagua Area Plan areas;

B. To gather data and information related to outdoor cultivation and outdoor cultivation ancillary uses to enable the County to evaluate the establishment of long-term regulations;

C. To provide those who historically cultivated cannabis within the Carmel Valley Master Plan and Cachagua Area Plan areas an opportunity to participate in the legalized commercial cannabis industry;

D. To reduce negative impacts to the environment; and

E. To provide for protection of public health, safety and welfare of residents, visitors, and persons engaged in outdoor cultivation and outdoor cultivation ancillary uses under this pilot program.

(Ord. No. 5311, § 2, 6-18-2019)

21.69.030 Applicability and duration.

A. Notwithstanding the provisions of Chapter 21.67 of this Title, the provisions of this Chapter are applicable to outdoor cultivation and outdoor cultivation ancillary uses within the Carmel Valley Master Plan and the Cachagua Area Plan. Chapter 21.67 shall apply to all other commercial cannabis activities not covered in this Chapter.

B. The duration of the pilot program shall be June 18, 2026, eight years from the effective date of the ordinance enacting this Chapter.

(Ord. No. 5311, § 2, 6-18-2019; Ord. No. 5350 , § 3, 5-18-2021)

21.69.040 Permits required.

A. Except as provided in Section 21.67.090 of this Title, commercial cannabis activities shall not be allowed in the unincorporated non-coastal areas of Monterey County without first securing all permits, licenses, or other entitlements required by state law and County regulation.

B. An administrative permit shall be required for all outdoor cultivation and outdoor cultivation ancillary uses provided for in this pilot program. The application for an administrative permit, and for amendments thereto and extensions thereof, shall be processed in accordance with Chapter 21.70 of this Title. The Chief of Planning is the appropriate authority to consider issuance, extension of, and amendment to such permits. Appeals from the decision of the Chief of Planning shall be governed by Chapter 21.86 of this Title. Notwithstanding the foregoing, the procedures for suspension and revocation of an administrative permit granted under this pilot program shall be as set forth in Sections 21.67.110 and 21.67.120 of this Title.

C. All administrative permits issued pursuant to this pilot program shall expire within five years from the approval date or upon the termination of the pilot program, whichever occurs first. On or before the five year expiration of this pilot program, the County shall evaluate the pilot program to determine if the program should be terminated, extended, or modified. Permits approved pursuant to this Chapter shall not survive or have continuing application beyond the expiration of the pilot program unless the program is extended or modified by the Board of Supervisors. Approval of Administrative Permits pursuant to this pilot program and commencement of allowed uses shall not establish a non-conforming use. If the pilot program is extended or modified, new land use entitlements, as may be specified in the extended or modified regulations, must be obtained.

D. In addition to an administrative permit, pursuant to Chapters 7.02 and 7.90 of the Monterey County Code, a Business License and a Commercial Cannabis Business Permit shall be required for all outdoor cultivation and outdoor cultivation ancillary uses.

E. Pursuant to California Business and Professions Code section 26000 et seq., a valid license from the State shall be required for all outdoor cultivation and outdoor cultivation ancillary uses.

F. The owner shall post or cause to be posted on the cannabis site all required County and state permits and licenses required to operate. Such posting shall be located in a conspicuous location at or near the location where the outdoor cultivation and outdoor cultivation ancillary uses occur, and a copy of the permits and licenses shall be kept in all vehicles that transport cannabis or nonmanufactured cannabis products.

G. The owner and all permittees shall maintain clear and adequate records and documentation demonstrating that all cannabis or nonmanufactured cannabis products have been obtained from and are provided to other permitted and licensed cannabis operations. The County shall have the right to examine, monitor, and audit such records and documentation, which shall be made available to the County upon request.

H. The owner and all permittees shall conduct outdoor cultivation and outdoor cultivation ancillary uses in compliance with all required County permits and state licenses, and in compliance with state law and County law. The owner and all permittees shall be responsible for the payment of all required inspection fees, permit fees, and taxes.

(Ord. No. 5311, § 2, 6-18-2019)

21.69.050 Qualified properties.

A. Only qualified properties shall be eligible for permitting under this Chapter.

B. Qualified properties are required to provide evidence to the satisfaction of the Appropriate Authority that all of the following criteria are met:

1. The cannabis site is located within the Carmel Valley Master Plan area or the Cachagua Area Plan area.

2. The cannabis site is within an area designated on the Sectional District Zoning Map as:

a. Rural Density Residential in the Carmel Valley Master Plan; or

b. Resource Conservation or Permanent Grazing in the Cachagua Area Plan.

3. The cannabis site is located on a lot where proof of prior cultivation is demonstrated per Subsection C of this Section.

C. Qualified properties are required to provide evidence to the satisfaction of the appropriate authority that they were engaged in medicinal cannabis cultivation on the lot prior to January 1, 2016. For the purposes of this Subsection, cultivation of six or fewer plants shall not be sufficient evidence of prior cultivation. Such evidence shall include at least two of the following:

1. Photographs of cultivation that existed on the lot prior to January 1, 2016, including aerial views from Google Earth, Big Maps, Terraserver, or a comparable service showing both the entire lot and the cultivation site in more detail. The date these images were captured shall be noted.

2. Documentary evidence that medicinal cannabis was cultivated on the lot on behalf of a collective or cooperative dated prior to January 1, 2016.

3. Any other form of evidence acceptable to the appropriate authority that cultivation occurred on the lot prior to January 1, 2016.

D. This pilot program only applies to the specified areas of the Carmel Valley Master Plan and Cachagua Area Plan as restricted by this Chapter, and in the Big Sur Land Use Plan as restricted by Chapter 20.69 of the Monterey County Code. The uses permitted under this pilot program are expressly prohibited in all other unincorporated areas of Monterey County.

(Ord. No. 5311, § 2, 6-18-2019; Ord. No. 5350 , § 4, 5-18-2021)

21.69.060 Regulations.

Permits for outdoor cultivation and outdoor cultivation ancillary uses shall comply with all of the following regulations:

A. Activities allowed pursuant to this pilot program shall be limited to outdoor cultivation and outdoor cultivation ancillary uses. Indoor and mixed-light cultivation, and any form of manufacturing, testing, and retail operations are excluded from this pilot program.

B. Outdoor cultivation and outdoor cultivation ancillary uses shall obtain and maintain a permit required pursuant to Section 21.69.040 of this Chapter prior to recommencement of activities, and shall establish and maintain all activities in accordance with all requirements, regulations, limitations, and conditions established in this Chapter and as may be applied to a permit approved pursuant to this Chapter.

C. Outdoor cultivation and outdoor cultivation ancillary uses shall conform to all of the following minimum setback requirements:

1. The lot on which a cannabis site is located shall not be within one thousand (1,000) feet of a school providing instruction in kindergarten or any grades 1 through 12, a child care center, a youth center, a playground, or a drug recovery facility that is in existence at the time of approval of a permit by the appropriate authority. The distance specified in this Section shall be measured in a straight line from the nearest point of the property line of the lot that contains the outdoor cultivation and outdoor cultivation ancillary uses, to the nearest point of the property line of the enumerated use(s).

2. The cannabis site shall be setback a minimum of fifty (50) feet from any public road.

3. The cannabis site shall be setback a minimum of two hundred fifty feet (250) feet from the nearest offsite structure. This setback does not apply to non-habitable sheds, outbuildings, and similar non-habitable accessory structures. The distance specified in this Section shall be measured in a straight line from the nearest point of the cannabis site to the nearest applicable structure on adjoining properties.

4. The cannabis site shall be setback a minimum of one hundred fifty (150) feet from a stream, river, or watercourse.

D. Exceptions to setbacks from the nearest offsite structure may be considered by the appropriate authority. The following criteria may be used in consideration of such an exception: weather patterns; existence of topographical features; trees and shrubs; and possible development of landscape berms to separate cannabis uses from nearby residential uses on a neighboring lot. Setbacks may also be reduced for supportive nursery cannabis sites and for outdoor cultivation ancillary uses, provided that such uses are located entirely within an approved structure that incorporates adequate odor mitigation technologies. In no case shall the setback from a school, playground, youth center, child care center, or drug recovery facility be less than a one thousand (1,000) foot radius. This Subsection does not restrict the ability of the appropriate authority to consider odor mitigation techniques, including but not limited to, landscape vegetation strips which may include other fragrant vegetation to mask the odors, odor neutralizing technologies, or relocation of cannabis sites as part of the consideration of a permit required pursuant to this Chapter.

E. Outdoor cultivation and outdoor cultivation ancillary uses shall be located only within a permitted cannabis site. Cannabis sites shall be located in areas where prior cultivation activities occurred on the lot, except when previously utilized areas or structures on the qualified property do not conform to one or more standards contained herein or cannot comply with other applicable state or local regulations. In such cases, reconfiguration of the cannabis sites and associated infrastructure may be permitted provided that the reconfiguration results in compliance with the terms of this pilot program and will not conflict with other applicable provisions of state and County law including the applicable provisions of the General Plan.

F. Outdoor cultivation and outdoor cultivation ancillary uses shall be subject to applicable use of private road regulations contained in the Monterey County Code.

G. Outdoor cultivation and outdoor cultivation ancillary uses shall not take place on federal or state lands, or on lots where the only access is through federal land.

H. In no case shall a building built as a single-family dwelling or multiple family dwelling be used for outdoor cultivation and outdoor cultivation ancillary uses, except that the dwelling may be used for offices related to the permitted cannabis activities, or for the purposes of providing sanitary facilities and break areas for employees employed onsite.

I. No visual indications that outdoor cultivation and outdoor cultivation ancillary uses occur on the site shall be visible from offsite, including but not limited to cannabis plants, markers, and similar indicators of cannabis activities.

J. The canopy of outdoor cultivation shall be limited to two and one half percent (2.5%) of the total square footage of the lot, not to exceed twenty thousand (20,000) square feet of canopy on any one lot.

K. Security measures sufficient to restrict access to only those intended and to deter trespass and theft of cannabis or cannabis products shall be provided and maintained. If onsite security is utilized, such onsite security shall not use or possess firearms or other lethal weapons. Fencing is only required where other reasonable limitations to access to the cannabis site cannot be provided. Fencing and other structures and improvements for the purposes of providing security shall be subject to the applicable permit(s), including siting and design criteria for the site.

L. Pesticides and fertilizers shall be properly labeled, stored, and applied to avoid and prevent contamination through erosion, leakage, or inadvertent damage from rodents, pests, or wildlife. Approved outdoor cultivation operations using pesticides shall obtain the appropriate permits, licenses, or clearances from the Monterey County Agricultural Commissioner and the Environmental Health Bureau, as applicable.

M. Lighting inside and outside of all structures shall be unobtrusive and constructed or located so that only the area intended is illuminated, long range visibility is reduced, the lighting source is not visible from offsite, and glare is fully controlled.

N. All necessary fire prevention measures, as determined by the appropriate fire district personnel, shall be provided and maintained onsite.

O. Adequate water supply sources to meet all onsite uses shall be provided. Water use includes, but is not limited to, irrigation water, and permanent potable water for all employees. Water transported by vehicle from offsite shall not be considered an adequate water supply source.

P. All necessary waste water facilities, as determined by the Monterey County Environmental Health Bureau, shall be provided.

Q. The following additional plans and information shall be created, reviewed, permitted and implemented, as applicable, during operations:

1. A water management plan including the proposed water supply, written permission to access to water if the source is a water system or surface diversion, proposed water conservation measures, and any water offset.

2. Information regarding stormwater control and wastewater discharge. Such plans shall be sufficient to prevent erosion and other water quality impacts on or offsite.

3. A storage and hazard response plan for all pesticides, fertilizers, and any other hazardous materials kept on site.

4. All power source(s) for commercial cannabis activities at the site including any proposed energy offsets. Generators shall not be permitted as the permeant power source.

5. A cannabis waste management plan including the method(s) for managing cannabis waste. Acceptable methods include onsite composting provided the composting site is clearly defined and approved as part of a permit pursuant to this pilot program, collection and processing of cannabis waste by an

approved waste hauler in Monterey County, or self-haul of cannabis waste to a permitted solid waste or composting facility.

6. All permits shall also be subject to the policies contained in the General Plan.

(Ord. No. 5311, § 2, 6-18-2019; Ord. No. 5350 , §§ 5—7, 5-18-2021)

21.69.070 Required findings.

An administrative permit for the cannabis activities allowed pursuant to this pilot program shall not be granted by the appropriate authority unless all of the following findings are made based on substantial evidence:

A. The outdoor cultivation and outdoor cultivation ancillary uses, as proposed, comply with all of the requirements of Chapter 21.69.

B. Adequate energy, sewer, and water services exist or can be provided for the use(s) proposed.

C. The location of the cannabis site(s) and the establishment or operation of outdoor cultivation and outdoor cultivation ancillary uses are consistent with the text, policies and regulations of the General Plan.

D. Any environmental impacts considered potentially significant are mitigated.

E. The plans include adequate facilities and operational measures to address security, health and safety standards, and other standards that minimize or avoid nuisances and impacts on the lot and in the neighborhood where the activities are proposed.

(Ord. No. 5311, § 2, 6-18-2019)

21.69.080 Required conditions.

In addition to any other conditions and mitigation measures required by the appropriate authority, all of the following conditions shall apply to all permits for outdoor cultivation and outdoor cultivation ancillary uses:

A. The owner and permittees shall allow access to the cannabis site and access to records if requested by the County, its officers, or agents, and shall pay for an annual inspection of the cannabis site and submit to inspections from the County or its officers to verify compliance with all relevant rules, regulations, and conditions.

B. The applicant, owner, and permittees shall indemnify, defend, and hold the County harmless from any and all claims and proceedings relating to the approval of the permit or relating to any damage to property or persons stemming from the commercial cannabis activity.

C. Any person engaged in the cannabis activities allowed pursuant to the pilot program shall obtain and maintain all required state and County permits and licenses, including a valid and fully executed Business License and Commercial Cannabis Business Permit pursuant to Chapters 7.02 and 7.90 of the Monterey County Code.

D. The owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with all permits and licenses required by state law and the Monterey County Code. Failure to take appropriate actions to evict or otherwise remove permittees and persons conducting commercial cannabis activities at the site who do not maintain permits or license in good standing with the state or County shall be grounds for the suspension or revocation of permits pursuant to Sections 21.67.110 and 21.67.120 of the Monterey County Code.

(Ord. No. 5311, § 2, 6-18-2019)

21.69.090 Application requirements.

All applications for an administrative permit for outdoor cultivation and outdoor cultivation ancillary uses shall be filed with the Resource Management Agency on the form and in the manner prescribed by the Chief of Planning, or his or her designee. In all cases, the application shall contain, without limitation the following documentation:

A. Notarized, written authorization from all persons and entities having a right, title or interest in the property that is the subject of the application consenting to the application and the operation of the proposed commercial cannabis activities on the subject property.

B. A site plan containing the following minimum information:

1. Boundaries of lot and the cannabis site(s) wherein each of the proposed cannabis activities will occur;
2. Access roads and driveways to the lot from the nearest public road;
3. Entrances and exits to and from all proposed cannabis sites;
4. All existing and proposed structures, wells, septic systems, parking areas, and utilities at the lot;
5. All easements and all water bodies on the lot;
6. Assessor's Parcel Number;
7. Property boundaries and distance from all cannabis sites to structures on neighboring properties, if structures are located within one thousand five hundred (1,500) feet of the cannabis site(s);
8. Topographic information including areas of the property containing slopes greater than twenty-five (25) percent; and
9. The diagram shall be to scale.

C. A cultivation plan containing a cannabis site diagram showing all boundaries and dimensions in feet of the following proposed areas to scale:

1. Location of and aggregate square footage of canopy area(s) for all outdoor cultivation on the lot;
2. Location of and aggregate square footage of canopy areas for all supportive nursery operations on the lot;
3. Designated pesticide and other agricultural chemical storage area(s);
4. Designated self-processing area(s), if processing will occur on site;
5. Designated composting area(s), if composting will occur on site or designated secured area(s) for cannabis waste if composting does not occur on site;
6. Designated area(s) for harvested cannabis storage;
7. Common use area(s) such as hallways, bathrooms, or break rooms; and
8. The Geospatial Positioning System (GPS) Coordinates for the boundaries of each cannabis site.

D. An operations plan including at a minimum, the following information:

1. Onsite security plan including both physical and operation measures;
2. Odor management plan, including progressive measures that will be taken if needed to address odor complaints;

3. Proposed hours of operation;
4. Employee safety and training plan;
5. Water management plan, including the proposed water supply and proposed conservation measures, and if water is obtained from a domestic water system, then proof of approval of use from the water system;
6. Waste management plan;
7. Sustainability measures including energy source and proposed energy efficiency measures;
8. Parking plan;
9. Hazardous waste storage plan and hazard response plan;
10. Stormwater control plans; and
11. Fuel and fire management plan.

E. A cross connection control survey completed by a qualified professional confirming that no cross connections will exist between potable water and irrigation uses.

F. Such other information as the Chief of Planning, or his or her designee, may require.

(Ord. No. 5311, § 2, 6-18-2019)

21.69.100 Suspension, revocation, and enforcement.

Grounds and procedures for suspension revocation and enforcement shall be as set forth in Sections 21.67.110, 21.67.120, and 21.70.130 of this Title.

(Ord. No. 5311, § 2, 6-18-2019)

Board of Supervisors
January 9, 2024

a. Consider amending the requirements for the Outdoor Commercial Cannabis Cultivation Pilot Program related to proof of prior cultivation;
b. Consider setting a limit for aggregate outdoor cultivation canopy under the Pilot Program;
c. Consider directing Housing and Community Development staff to amend Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code; and
d. Provide further direction as appropriate.

RECOMMENDATIONS:
It is recommended that the Board of Supervisors:

e. Consider amending the requirements for the Outdoor Commercial Cannabis Cultivation Pilot Program related to proof of prior cultivation;
f. Consider setting a limit for aggregate outdoor cultivation canopy under the Pilot Program;
g. Consider directing Housing and Community Development staff to amend Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code; and
h. Provide further direction as appropriate.

SUMMARY/DISCUSSION:
At the Board of Supervisors Cannabis Committee (Committee) meeting on November 2, 2023, there was discussion regarding requirements Chapters 20.69 and 21.69 of Monterey County Code (MCC). These Chapters pertain to the Outdoor Commercial Cannabis Cultivation Pilot Program (Pilot) within coastal and inland zones respectively. Current regulations require an applicant to provide proof that cannabis had been cultivated on the site under the medicinal cannabis rules that preceded the commercial cannabis regulations. Proof includes evidence that cannabis was cultivated on the site prior to January 1, 2016. In discussing the requirements, the Cannabis Committee was split on the recommendation to amend the outdoor cannabis cultivation, acknowledging prior decisions from the Board of Supervisors, most recently in August of 2022 so the Cannabis Program (Program) staff were directed to return to the full Board to reconsider with the narrow focus of removing the requirement for proof of prior cultivation.

MCC sections 20.69.050 and 21.69.050 (Attachment A) currently state:

> *"B. Qualified properties are required to provide evidence to the satisfaction of the Appropriate Authority that all of the following criteria are met:*
>
> *3. The cannabis site is located on a lot where proof of prior cultivation is demonstrated per Subsection C of this Section.*
>
> *C. Qualified properties are required to provide evidence to the satisfaction of the appropriate authority that they were engaged in medicinal cannabis cultivation on the lot prior to January 1, 2016. For the purposes of this Subsection, cultivation of six or fewer plants shall not be sufficient evidence of prior cultivation. Such evidence shall include at least two of the following:*
>
> *1. Photographs of cultivation that existed on the lot prior to January 1, 2016,*

including aerial views from Google Earth, Big Maps, Terraserver, or a comparable service showing both the entire lot and the cultivation site in more detail. The date these images were captured shall be noted.
2. Documentary evidence that medicinal cannabis was cultivated on the lot on behalf of a collective or cooperative dated prior to January 1, 2016.
3. Any other form of evidence acceptable to the appropriate authority that cultivation occurred on the lot prior to January 1, 2016."

It should be noted that real properties are qualified through this requirement, not individual applicants.

As presented in the previous Board report, Growing Equity Together (GET) participants have faced numerous obstacles that hinder their ability to enter the commercial cannabis industry within our County:

- Inability to secure a property within an allowable zoning area.
- Challenges in meeting requirements to submit a complete land use permit application.
    - 10 of the 14 verified equity applicants previously cultivated under the Compassionate Use Act (Prop 215) and are trying to restart outdoor cultivation activities.
    - Many of these heritage Prop 215 growers no longer own/lease the original property, which makes them ineligible for the Pilot.
    - Retirement, Remediation and Relocation (RRR) was a benefit to verified equity applicants under the original GET framework and would allow applicants who previously cultivated under Prop 215 to transfer development rights to a new property, however the RRR benefit was later removed from the GET Program by the Board.
  - While some operators may qualify for an exemption from the California Environmental Quality Act (CEQA), those who do not would face steep costs and extended timelines for approval of their land use entitlements.
    - An Environmental Impact Report (EIR) pertaining to outdoor cultivation within District 5 was allocated within the budget of a separate grant—the Local Jurisdiction Assistance Grant—and would have removed the need for site-specific CEQA studies, but funding for the EIR was later reallocated by the Board.

Despite being in place for four and a half years, the Pilot has resulted in the following:

- 10 GET participants interested in the Pilot:
  - One participant has obtained a provisional Department of Cannabis Control (DCC) Outdoor license for outdoor cultivation within District 5 but must also obtain local authorization before operations may begin. This participant is working to achieve compliance with the required land use and cannabis business permits.
  - Three participants have submitted land use permit applications but have not yet submitted cannabis business permit applications or obtained DCC licenses.
  - One participant withdrew their land use permit application.

- 2 non-equity applicants interested in the Pilot:
    - One applicant was outside of the allowable area and their land use permit application was voided.
    - One applicant withdrew their land use permit application.

To provide additional opportunity to participate in the commercial cannabis industry while preserving the intent of the Pilot, staff recommends the Board consider:

- Removal of the requirement to provide proof of cannabis cultivation on the lot prior to January 1, 2016.
- Limit aggregate cultivation canopy to 300,000.
    - Pursuant of MCC 20/21.69.060(J), canopy is currently limited to 20,000 per lot.

In August 2022, the Board approved the extension of the Pilot to 2030. Should the Board direct staff to amend the code, HCD requests guidance on the prioritization of item relative to other priority work tasks.

FINANCING:
Monterey County's Cannabis Program is funded in County Administrative Office – Department 1050, Intergovernmental and Legislative Affairs Division – Unit 8533, Cannabis. The proposed recommendations will not incur additional expenses to the Program but may incur additional expenses related to HCD and County Counsel staff time required to prepare reports, ordinances, and presentations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Monterey County Cannabis Program addresses each of the Strategic Initiative Policy Areas that promote the growth of a responsible and legal Monterey County cannabis industry.

Mark a check to the related Board of Supervisors Strategic Initiatives
X Economic Development
X Administration
Health & Human Services
Infrastructure
X Public Safety

Prepared by: Joann Iwamoto, Cannabis Program Manager
Approved by: Craig Spencer, Acting Housing and Community Development Director

Attachments:
A. Current Versions of Monterey County Code Titles 20.69 and 21.69

CANNABIS PROGRAM
COUNTY OF MONTEREY

Board of Supervisors Meeting
January 9, 2024

Proposed Amendments to Chapters 20/21.69

History of Outdoor Commercial Cannabis Cultivation Pilot Program

- Board adopted in June 2019 to add Chapters 20/21.69 to Monterey County Code.
- Board amended in May 2021 to:
  - Extend Pilot for 3 years.
    - Expiration date: 2026.
  - Add Permanent Grazing as an allowable zoning type within Cachagua Area Plan.
  - Increased canopy limit from 10,000 ➔ 20,000 square feet.
  - Reduced setbacks from nearest offsite structure from 500 ➔ 250 feet.
    - Expanded exception criteria for discretion of Appropriate Authority.

CANNABIS PROGRAM
COUNTY OF MONTEREY

Proposed Amendments to Chapters 20/21.69

- Consider removing the requirement to demonstrate that cannabis was cultivated onsite.

Reasons to remove proof of prior cultivation

- No operations in the four years the Pilot has been active.
- Board adopted Growing Equity Together Program in December 2021.
  - Included Retirement, Remediation, and Relocation (RRR) component.
    - RRR program not approved.
- Many interested applicants no longer own/lease property and are ineligible for Pilot.
- HCD has received four eligible formal land use permit applications for outdoor cultivation.
  - 4 - “Incomplete” status.
    - Each are Growing Equity Together applicants.
  - 1 other – ineligible due to zoning area.

CANNABIS PROGRAM
COUNTY OF MONTEREY

Proposed Amendments to Chapters 20/21.69

- Remove requirement for parcels cultivated prior to January 1, 2016.
- Consider aggregate canopy limit of 300,000 (Individual 20,000 cap per applicant).

Resources

- Program does not need additional allocations for staff or non-staff costs.
- HCD staff time is required to draft ordinances. This will compete with other priorities:
  - **Housing Element update**
  - **ADU ordinance updates**
  - **Inclusionary Housing Ordinance**
  - **Vacation Rental Ordinance**
  - **Zone 2C study**
  - **Ag land mitigation**
  - **Chualar Community Plan**
  - **Castroville Community Plan updates**
  - **Big Sur Land Use Plan updates**
  - **Moss Landing Community Plan update**
  - **East Garrison**
  - **Tree policies**
  - **Carmel Lagoon/Scenic Rd protective structures**
  - **CRFREE**
  - **DES**

CANNABIS PROGRAM
COUNTY OF MONTEREY

CANNABIS PROGRAM
COUNTY OF MONTEREY

Questions

Introduced: 12/12/2023 **Current Status:** Scheduled AM

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

a. Receive a broadband status report from the Chief Information Officer;
b. Receive and Accept the Monterey County Broadband Strategic Plan; and
c. Receive a broadband strategic plan presentation by MMKelly Consulting on behalf of TeleworX, LLC.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive a broadband status report from the Chief Information Officer;
b. Receive and Accept the Monterey County Broadband Strategic Plan; and
c. Receive a broadband strategic plan presentation by MMKelly Consulting on behalf of TeleworX, LLC.

SUMMARY/DISCUSSION:
The presentation will be divided into two parts, covering the following aspects:

1) A broadband update that outlines the current status of projects funded by the Advanced Research Projects Agency (ARPA), progress on the Local Area Technical Assistance (LATA) grant, and details on Federal Funding Account applications submitted by various entities, including the Rural County Representatives of California (RCRC) affiliate, Golden State Finance Authority (GSFA).
2) The second part of the presentation will focus on the Broadband Strategic Plan, presented by MMKelly Consulting on behalf of TeleworX, LLC. The board previously approved a letter on June 8, 2021, endorsing the grant application submitted by RCRC affiliate GSFA to the U.S. Department of Commerce's Economic Development Representative. This grant application sought funding for the development of a Broadband Strategic Plan, which spanned multiple counties, including the County of Monterey.
In addition, the board also approved a Memorandum of Understanding (MOU) between the County of Monterey and GSFA, delineating the roles and responsibilities of each agency in seeking grant funding to augment the costs and the participation required for the development of the Broadband Strategic Plan for the County of Monterey. The county committed a $25,000 match required for county participation in the strategic planning. In September 2022, the grant was awarded, leading to the release of an RFP by RCRC for consulting services to formulate the broadband strategic plan. By February 2023, TeleworX, LLC was selected as the consultant and contracted with GSCA. The presentation by MMKelly on behalf of TeleworX, LLC provides an overview of the proposed plan.

OTHER AGENCY INVOLVEMENT:
Designees from Information Technology, Department of Social Services, Monterey County Free

Libraries, Health Department, Housing and Community Development, Public Works, Facilities, and Parks, County Administration, Monterey County Office of Education, Hartnell College, Salinas Valley Chamber of Commerce, Monterey Bay Economic Partnership, Cities of Gonzales, Soledad, Greenfield, Salinas, Marina, and King City were included and given opportunities to provide input in the development of the strategic plan.

FINANCING:
The $25,000 required for Monterey County participation and MOU was addressed and paid in FY 2022-23.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The collaborative efforts and partnerships aimed at enhancing broadband access are poised to bridge the digital divide across Monterey County. The broadband strategic plan serves as the cornerstone, laying the groundwork for the investment and implementation of broadband infrastructure. This initiative will furnish essential information for local elected officials, empowering them to formulate policies that foster investment. Furthermore, the broadband strategy is instrumental in enabling communities to capitalize on funding opportunities that either mandate or strongly recommend the existence of a well-defined plan.

X Economic Development
__Administration
X Health & Human Services
X Infrastructure
__Public Safety

Prepared by: Sarah House, IT Manager, 759-6992

Approved by:

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

Attachments:
Broadband Update Presentation
Broadband Strategic Plan Presentation
RCRC Broadband Strategic Plan

DocuSign Envelope ID: 95DD9B9D-3C11-4821-A8E2-1E82E6D7B8D7

Introduced: 12/12/2023 **Current Status:** Agenda Ready

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

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Libraries, Health Department, Housing and Community Development, Public Works, Facilities, and Parks, County Administration, Monterey County Office of Education, Hartnell College, Salinas Valley Chamber of Commerce, Monterey Bay Economic Partnership, Cities of Gonzales, Soledad, Greenfield, Salinas, Marina, and King City were included and given opportunities to provide input in the development of the strategic plan.

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X Economic Development
__Administration
X Health & Human Services
X Infrastructure
__Public Safety

Prepared by: Sarah House, IT Manager, 759-6992

Approved by:

DocuSigned by:
Eric Chatham
747D862C7BD04AE...
Date: 12/18/2023 | 10:54 AM PST
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Broadband Update Presentation
Broadband Strategic Plan Presentation
RCRC Broadband Strategic Plan







Monterey County Broadband Strategic Plan

October 2023

Golden State Finance Authority®

County of Monterey California • 1850 •

TeleworX

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Executive Summary

The Monterey County Broadband Strategic Plan presented herein was commissioned by Golden State Finance Authority (GSFA) and funded through a US Department of Commerce, Economic Development Administration (EDA) grant awarded in August 2022 to GSFA.

The main goal of this project is to formulate a comprehensive countywide broadband strategy to address the broadband connectivity needs of residents, businesses, and anchor institutions while positioning local jurisdictions to pursue and attract broadband investments in the County.

This Broadband Strategic Plan also establishes the data foundation on which to develop state and federal broadband grants or to attract private industry to design and deploy broadband solutions.

The scope of the Broadband Strategic Plan includes the characterization of the broadband environment in the County and the development of network solutions and an associated implementation strategy to improve broadband access and adoption. The specific focus includes:

- A comprehensive broadband needs and market analysis
- A broadband asset inventory.
- Conceptual network designs to inform broadband operating model alternatives.
- Assessment and recommendations of operating models for broadband implementation and strategies for digital inclusion.
- Review of municipal broadband policies

Monterey County is a rural demarcation in California, home to approximately 434,000 residents and encompassing the cities Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, City of King, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad. The County's population is projected to experience a growth rate of 0.5% per year over the next decade. The Latino community represents 60% of the population in the County. Monterey County has a median household income of $90,987 and a per-capita personal income of $33,786 in 2021. The poverty rate in the County is over the national average, with 13.4 percent of households falling below the federal poverty line.

The main finding of the needs assessment and market analysis is the urgent need to expand and exploit fiber infrastructure within Monterey County. Approximately 97% of the broadband serviceable locations are considered served according to Federal Communications Commission (FCC) data. Of those unserved (3,400 locations), 79% are in unincorporated areas. However, there is an important gap in access to 1 G / 500 Mbps service as 77% of Monterey County locations lack access to this kind of service, including large areas across the cities.

Furthermore, the market analysis revealed that competition in most areas is limited since 45% of locations have access to only one or no provider offering services above 100 Mbps, and only 1% of locations have access to more than one fiber provider.

Public fiber infrastructure that can be leveraged to accelerate the deployment of fiber-based broadband services includes the 44-mile County fiber network and the California Middle Mile Broadband Initiative (MMBI) being built by the California Department of Technology (CDT) which includes 182 miles of planned deployment within Monterey County.

Based on the characterization of the broadband environment in the County, the Broadband Strategic Plan progresses to the development of solutions and strategies to address the identified needs and opportunities. This is accomplished through the identification of attractive areas for broadband deployment (fiber and fixed wireless), referred hereto as "Broadband Opportunity Zones". A conceptual design is developed, and three different operating models are assessed for the implementation and operation of each opportunity zone based on the assessment of available funding sources, financial viability, ongoing initiatives, and potential partners to arrive at a recommended scenario and strategy.

A total of sixty-four (64) broadband opportunity zones (52 for fiber and 12 for FWA) have been identified in Monterey County based on demographics, density, and the competitive environment. The conceptual designs for these opportunity zones result in a total cost estimated at $321 million. This leads to a plan that, if implemented, would result in 0% of unserved locations and an increase of 1G served locations from 23.3% to 84.3%.

Each opportunity zone is assessed against three operating models: 1) a public model led by Golden State Connect Authority (GSCA)[1], 2) a Private ISP Standalone model, and 3) a Public-Private Partnership (PPP) model. The assessment is done through a financial model and the consideration of grant eligibility and potential partners. This results in the selection of an operating model and the identification of key success factors for each opportunity zone.

Once the operating models have been identified, broadband opportunity zones under each model are further categorized based on their feasibility and timeframe for implementation - Phase 1(2023-24), Phase 2 (2025-26), and long-term categories (beyond 2026). Under each category, the focus of the next steps is on the key success factors such as securing grant funds, engagement with potential ISP partners, buildout of the California MMBI, and public contributions to trigger PPPs in areas with sub-standard business cases.

As an integral part of the broadband strategy, broadband policies of the County and certain cities are assessed based on the California Local Permitting Playbook and recommendations are provided to attract and streamline broadband infrastructure deployments. The recommendations focus on improving permitting processes and documentation, enabling access to public assets, implementing dig once policies, enforcing the deployment of conduit for major construction projects, and improving Geographic Information System (GIS) portals with broadband data.

The overall findings and recommendations gathered throughout the project are condensed into an action plan with three workstreams:

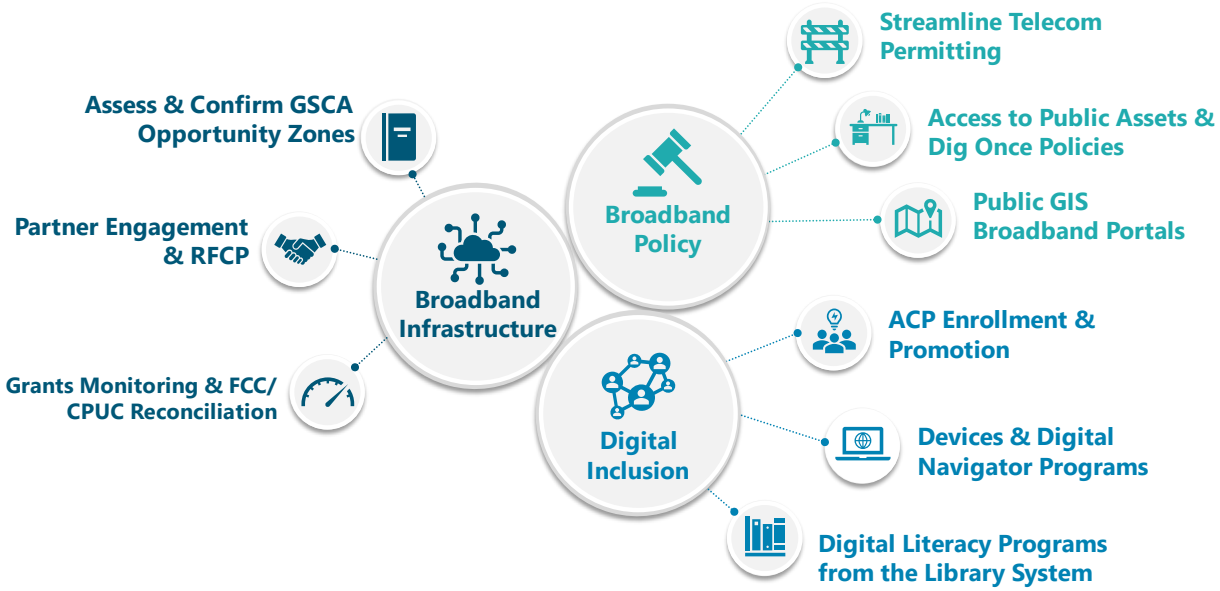
1) **Broadband Infrastructure**. This workstream focuses on the implementation of the recommended scenarios for the identified broadband opportunity zones. Specific tasks include engagement and negotiations with potential partners and the development of a Request for Concept Proposals (RFCP) to further confirm the partner choice and the required public contribution.

2) **Broadband Policies**. Implementation at the municipal level of the recommended policies and best practices, including the streamlining of telecom permitting, access to public assets, dig once policies, and development / improvement of GIS broadband portals.

[1] Golden State Connect Authority is a joint powers authority comprised of 40 rural California counties, including Monterey County that targets to improve access to reliable, affordable high-speed internet in those counties.

3) **Digital Inclusion**. This workstream is centered around coordination and support of existing programs, prioritizing those that address devices and skills gaps. This includes coalition building amongst various stakeholder groups. Key tasks are Affordable Connectivity Program (ACP) enrollment and promotion, implementation of devices and digital navigator programs, and leveraging digital literacy programs from Library System.

The graphic below provides a high-level view of the Action Plan.





1 Introduction

In an era defined by technological progress, broadband emerges as a transformative force, fueling economic growth, civic engagement, and business success. It serves as a gateway to empowerment, ensuring access to a wealth of educational, cultural, and informational resources.

Acknowledging that broadband access, adoption, and training are essential components of digital equity, the state of California has created the California Broadband for All initiative. The California Broadband for All Action Plan[2], developed by the California Broadband Council as instructed by Executive Order N-73-20, is a dynamic strategy aimed at accelerating broadband expansion and adoption in the state of California. The California Broadband for All Action Plan establishes a statewide broadband standard of 100 Mbps download and 20 Mbps upload (100/20) and focuses on ensuring access to high-speed internet, affordable internet services and devices, and digital skills and training.

In alignment with State's efforts, Golden State Finance Authority[3] (GSFA) applied for a grant from the US Department of Commerce, Economic Development Administration (EDA) in September 2021 to develop twenty-seven countywide broadband strategic plans for 28 GSFA member rural counties, including

[2] Broadband for All Cover Letter and Action Plan 2020 (ca.gov)

[3] GSFA is a California Joint Powers Authority with 39 member counties. GSFA structures, develops, and administers programs that create community resiliency through home ownership, community and economic development, and infrastructure investment.

Monterey County. The Grant was awarded in August 2022. TeleworX, LLC, a telecommunications consulting firm with national and international experience in the development of broadband strategies and networks, was selected in December 2022 to develop the Broadband Strategic Plan for Monterey County in response to GSFA's Request for Proposal (RFP) Number CD-22-02.

The Monterey County Broadband Strategic Plan, the subject of this report, has as its primary objective to formulate a comprehensive countywide strategy, addressing the broadband connectivity needs of residents, businesses, and anchor institutions.

The Broadband Strategic Plan empowers County jurisdictions to actively participate in funding programs, enhancing the County's ability to attract strategic broadband investments.

This strategic approach contributes to achieving universal broadband access, positioning the County to capitalize on federal and state funding opportunities, many of which necessitate the presence of broadband strategic plans.

The Broadband Strategic Plan includes the characterization of the broadband environment in the County, addressed in Sections 2 to 4, and the development of network solutions and the associated implementation strategy to improve broadband access and adoption in Sections 5 to 7. The outcomes of the Plan will contribute to bridge the digital divide, creating a more connected, competitive, and equitable County for all residents and businesses.

The balance of this Section provides an overview of the project scope and methodology, the socioeconomic and demographic profile of the County, and a brief analysis of broadband benefits.

1.1 Project Scope & Methodology

This section outlines the scope and methodology applied for the development of the Countywide Broadband Strategic Plan. This methodology encompasses three stages as captured in Figure 1.

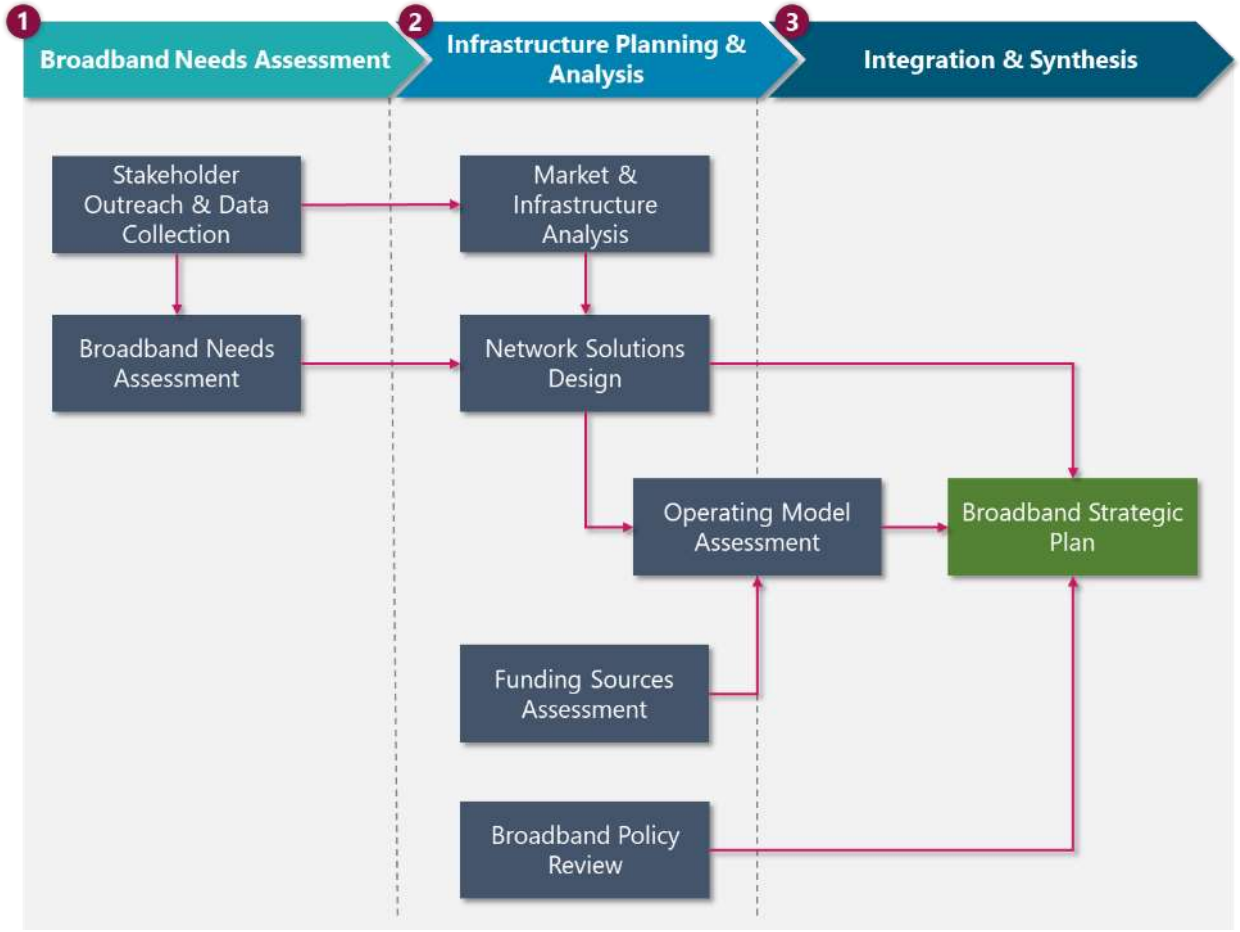


Figure 1. Project Scope and Methodology.

Stage 1: Broadband Needs Assessment

The initial stage is focused on stakeholder engagement, data collection and the identification of broadband needs and challenges. The associated tasks are set forth below:

- **Stakeholder Outreach & Data Collection.** Community outreach is done through a Needs Assessment Survey and a Speed Test Program. Key stakeholders from local governments, community-based organizations (CBOs) and anchor institutions are engaged in 1:1 meetings to capture their points of view, experience, and knowledge regarding the broadband needs in their communities. In parallel, data collection from public sources is performed including data from the Federal Communications Commission (FCC), the California Public Utilities Commission (CPUC), and the Census Bureau, among others. Finally, data from local agencies, including data on existing infrastructure, connectivity needs, and construction projects, is gathered through a data collection guide.
- **Broadband Needs Assessment.** Available data is analyzed to characterize broadband needs of the different sectors (i.e., residential, business, government and anchor institutions) regarding

availability, affordability, performance and digital inclusion. This includes Geographic Information System (GIS) processing of broadband deployment and speed test data, analysis of survey responses, characterization of challenges and opportunities from stakeholder engagement, and the development of the demand and gap analysis.

Stage 2: Infrastructure Planning & Assessment

Stage 2 focuses on the analysis of existing infrastructure, service offerings, and broadband policies, in order to identify attractive areas for deployment, develop network solutions, and provide policy recommendations for local governments in the County:

- **Market & Infrastructure Analysis.** Characterization of the broadband market utilizing data from the FCC, CPUC, speed tests, and the information collected in Stage 1, providing a comprehensive overview of the existing broadband service offerings, and identifying areas without competition. In addition, existing infrastructure is analyzed and documented through a broadband asset inventory. The outcomes of this task are crucial for the development of network solutions.
- **Network Solutions Design.** This task includes the identification of areas that are attractive for broadband deployment based on demographic and market characteristics, including areas suitable for fiber and Fixed Wireless Access (FWA) solutions. For each of these areas, referred to as "broadband opportunity zones" fiber-to-the-premises (FTTP) or FWA conceptual designs are developed along with the associated cost estimates that are a primary input for the assessment of operating models.
- **Funding Sources Assessment.** Evaluation of eligibility criteria, requirements, and timeframes of federal and state funding programs for broadband infrastructure. This assessment seeks to determine the eligibility and likelihood of securing broadband infrastructure funding from state and federal programs for broadband infrastructure deployment for each of the identified broadband opportunity zones.
- **Operating Model Assessment.** Assessment of various operating / business models to find the most feasible path for implementation of each broadband opportunity zone. This includes the evaluation of ongoing initiatives and potential partners, and a financial analysis to identify requirements for sustainability.
- **Broadband Policy Review:** Building on the California Local Permitting Playbook and the National Telecommunications and Information Administration's (NTIA) broadband policies and mechanisms, this component undertakes a comprehensive review of local broadband policies from local jurisdictions, providing recommendations to ensure that municipalities create a broadband friendly environment that contributes to extend and improve broadband infrastructure.

Stage 3: Integration & Synthesis: Broadband Strategic Plan

In Stage 3 findings from the previous phases are analyzed and consolidated into the Broadband Strategic Plan presented herein, including the development of recommendations and integration into a coherent strategy that serves as a roadmap for improved broadband access and digital inclusion that contributes to achieve digital equity within the County.

1.2 County Socioeconomic & Demographic Profile

Before addressing specific broadband benefits, it is important to review the socioeconomic and demographic profile of Monterey County. This provides the necessary context to accurately assess the potential impact of broadband.

Monterey County is a rural community in California, home to approximately 434,000 residents and encompassing the cities Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad. The County has a much higher population compared to its neighboring counties, San Benito, and San Luis Obispo. San Benito is home to about 65,000 while San Luis Obispo has a population of around 283,000 residents. The County's population is projected to experience a growth rate of 0.5% per year over the next decade. Latino community represents 60 percent of the population in the County.

Educational attainment in the county varies, with about 50 percent of adults completing high school but not pursuing further education. In contrast, only 25 percent of adults have obtained a graduate or professional degree. In terms of income, Monterey County has a median household income of $ $90,987 and a per-capita personal income of $33,786 in 2021. The poverty rate in the County is over the national average, with 13.4 percent of households falling below the federal poverty line.

There are approximately 202,833 employed residents in Monterey County. The labor force participation rate for Monterey County is around 71%, which is higher compared to neighboring San Benito County with a rate of 66% and lower compared to San Luis Obispo County with a rate of 83%. In terms of unemployment rates, Monterey County has a rate of 4.4%, while San Benito County has a rate of 4.2%, and San Luis Obispo County has the lowest rate at 2.7%.

As shown in Table 1, out of the 202,833 employees working within the County, the public business sector employs 33,902 individuals, while the private sector employs 168,931 individuals. Beyond the public sector, Agriculture, Tourism (specifically Accommodation and Food Services), Health Care and Retail are prominent sectors in Monterey County. These industries play a vital role in driving the County's economy and providing employment opportunities for its residents. Therefore, the benefit analysis for businesses in Section 4 focuses on these sectors.

Monterey County hosts a variety of employers that contribute to the local workforce. These key entities vary in size and industry, providing job opportunities for residents throughout the region. Some of the largest employers in the County include well-known businesses like Pebble Beach Resorts, Salinas Valley Memorial Hospital, Azcona Harvesting Inc in Greenfield, and Premium Packing Inc in Prunedale. Collectively, these businesses employ thousands of individuals and play a crucial role in sustaining the local economy.

Table 1. Employment by Industry

Sector	Monterey County Jobs (#)	Monterey County Jobs (%)
Agriculture, Forestry, Fishing and Hunting	56,035	27.6%
Public Administration	33,902	16.7%
Accommodation & Food Services	24,103	11.9%
Health Care & Social Assistance	18,288	9.0%
Retail Trade	16,787	8.3%

Professional, Scientific, and Technical Services	14,971	7.4%
Construction	6,635	3.3%
Wholesalers	6,051	3.0%
Transportation, Warehousing, & Utilities	4,865	2.4%
Manufacturing	5,061	2.5%
Educational Services	2,426	1.2%
Other Services, Except Public Administration	5,089	2.5%
Banking, Finance, and Insurance	4,474	2.2%
Arts, Entertainment, & Recreation	2,851	1.4%
Information	994	0.5%
Mining, Quarrying, Oil and Gas Extraction	301	0.1%
Total Employment	**202,833**	**100%**

1.3 Broadband Benefits

Broadband refers to high-speed internet access, meaning that it provides significantly higher speeds than those available through "dial-up" services[4], and allows users to reliably access today's internet services such as e-Learning, remote work, telehealth, video streaming, and gaming. Broadband access can be provided through various technologies, including FTTP, cable, Digital Subscriber Line (DSL), FWA and Satellite. These broadband technologies are described in Annex A.

With broadband, residents gain access to an extensive array of educational, cultural, and informational resources that enrich their lives and expand their horizons. Whether it be engaging in immersive online learning, connecting with loved ones through seamless video communication, or accessing critical healthcare services remotely, broadband empowers residents to thrive in an increasingly interconnected world. Moreover, for individuals with disabilities, broadband becomes a lifeline, enabling assistive technologies, fostering inclusivity, and facilitating independent living, thereby bridging the digital divide, and fostering a more equitable society.

Broadband is essential for businesses and anchor institutions, enabling enhanced productivity and innovation. With high-speed internet access, businesses can leverage digital tools, expand their market reach, and drive economic growth. Anchor institutions like public safety, schools, and government agencies rely on broadband for vital services, communication, and community development.

As part of the countywide Broadband Strategic Plan presented herein, an analysis of broadband benefits was developed to identify the expected benefits that County stakeholders can accrue provided broadband access and adoption is improved throughout the County. Figure 2 summarizes these benefits by stakeholder sector.

[4] https://www.fcc.gov/consumers/guides/getting-broadband-qa

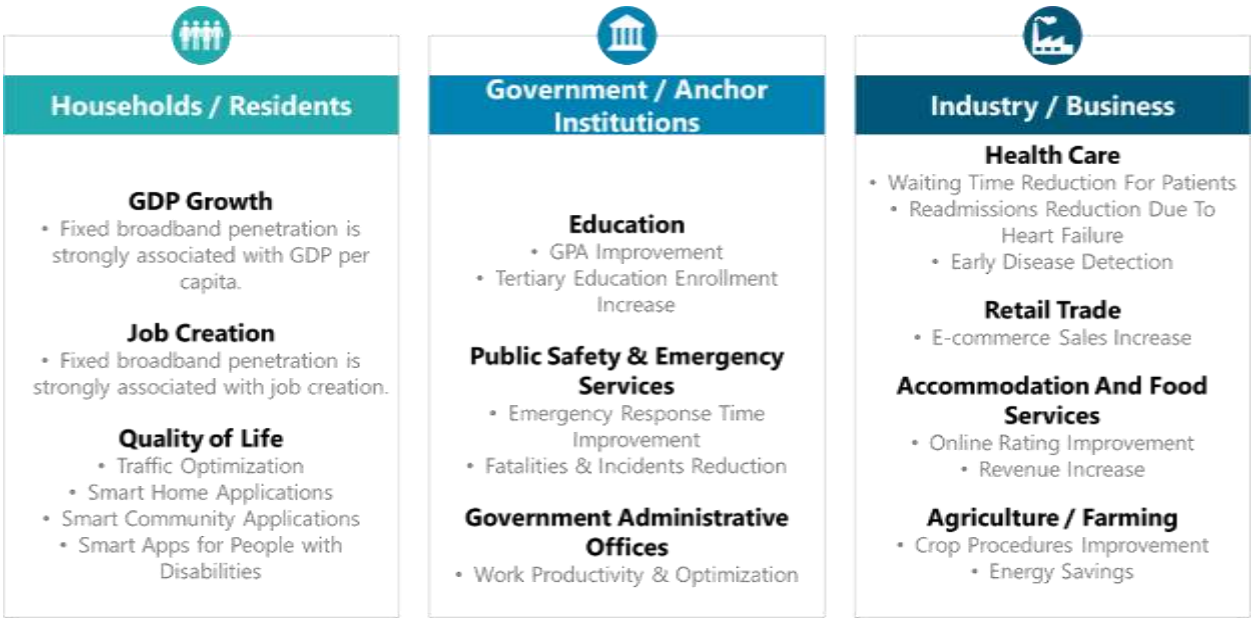


Figure 2. Broadband Benefits Overview.

Benefits for Residents

- ***Gross Domestic Product (GDP) Growth:*** It is estimated that a 10 percent point increase in fixed broadband adoption results in a GDP increase up to 1.5 percent points. Given that Monterey County currently has a broadband adoption rate of 90 percent, there is still potential for further growth. For example, if the County were to achieve a 98[5] percent adoption rate, this would translate into a potential increase of up to 1.2 percent in the County GDP.
- ***Employment Growth*:** By leveraging the power of broadband, individuals can expand their access to a diverse array of employment opportunities, including remote work options. In a hypothetical scenario where Monterey County's broadband adoption rate increases from 92 to 98 percent, the number of unemployed residents (17,400 residents) could be reduced by up to 28%.
- ***Traffic Optimization:*** According to Comprehensive Economic Development Strategy (CEDS) report, a primary concern for the County is the increase in traffic congestion, since during peak morning hours on a typical weekday, California 156 has significant commuter and tourist traffic into Monterey. In the context of Monterey County, the number of employees who can effectively work from home is primarily concentrated in tech companies and related fields. Promoting telework for the 14,900 employees that work in the tech industry could reduce the number of commuters, which would result in traffic congestion reduction and improved air quality[6].
- ***Smart Home Applications:*** Broadband is the essential backbone that fuels the capabilities and functionality of smart home applications that have the potential to enhance the quality of life in various aspects including energy consumption optimization, security, lighting, control and management of smart devices, and entertainment.

[5] California Advanced Services Fund (CASF) broadband adoption and access goal.

[6] The Urban Mobility Report

- ***Smart Applications for People with Disabilities*:** Broadband access is crucial for people with disabilities as it enables them to access telehealth services and contributes to fostering social inclusion through accessible communication technologies. These applications would impact 36,900 people under the age of 65 who live with a disability within the County, according to the U.S Census Bureau.
- ***Smart Community Applications*:** These applications have the potential to enhance the quality of life in various aspects including public Wi-Fi, security, lighting, emergency alerts, and control and management of public transportation.

Benefits for Local Governments and Anchor Institutions

- ***Education:*** According to the Monterey CEDS, the primary educational concern in the County revolves around the lower levels of educational attainment among its residents. It is noted that around 50 percent of adults in the County have completed high school but have not pursued any further formal education, while only 25 percent of adults in the county have attained a graduate or professional degree. Therefore, ensuring broadband access for scholars may play a crucial role in improving academic achievements and enrollment into tertiary education for the 73,640 K-12 students in the County.
- ***Public Safety & Emergency Services*:** A study conducted by the McKinsey Global Institute[7] has demonstrated that the utilization of smart technologies has the potential to reduce emergency response times by 20 to 35 percent. It highlighted the potential of deploying Early Warning Public Alert Systems and Smart Security Systems in reducing fatalities, specifically wildfires, by an estimated 8 to 10 percent. In an effort to deter criminal activity, Monterey County has implemented surveillance cameras with Automated License Plate Reader (ALPR) technology in various public locations. The installation of surveillance cameras serves as a proactive measure to enhance public safety and combat crime in the community.
- ***Government Administrative Services*:** Around 8% of County residents do not have access to the benefits of e-government due to limited broadband connectivity. Broadband would enable these residents to access government information, e-government services, and resources from their homes. The need for physical visits to local offices is reduced, saving time and paperwork. Another benefit is the online payment system, allowing residents to pay bills, fees, and taxes electronically.

Benefits for Industries and Businesses

- ***Healthcare:*** The County is served by four hospitals, where healthcare represents one of the largest workforces in the county, employing over 18,200 individuals. By embracing telehealth and ensuring that residents have access to broadband, hospitals enhance their ability to provide services to people who are not located near the facility. A study conducted by the FCC[8] found that improvement of broadband access to 80-100 percent would reduce diabetes prevalence by 8.5 percent. Therefore, continuous growth in broadband adoption can contribute to changing the trend in the County where 50,300 people live with diabetes.
- ***Agriculture & Farming*:** This sector represents a total of 310 companies and 56,000 employees. Smart Agriculture technologies fueled by broadband for data transmission and processing have the

[7] Smart cities: Digital solutions for a more livable future

[8] Broadband Connectivity: A "Super" Determinant Of Health

potential to increase crop yield by 13 percent[9] and achieve energy savings of up to 8 percent for row crop farmers.

- ***Tourism (Accommodation & Food Services)*:** A key benefit to this sector, integrated by 1,374 companies in Monterey, is that broadband infrastructure enables hotels and restaurants to offer high-speed internet access to their guests, enhancing their overall experience. In fact, a study conducted by the University of Las Palmas in Spain[10] has demonstrated that Wi-Fi access improves online ratings which in consequence increases revenues. The County is planning a tourism initiative to attract visitors to the Regional Wine Corridor. To make the County a desirable destination, widespread broadband access is essential. Broadband connectivity is also crucial for promoting tourist attractions to remote vacation planners and allowing visitors to share their experiences on social media.
- ***Retail Trade*:** For this industry, broadband connectivity would be a critical enabler, facilitating the adoption and implementation of e-commerce for the 2,448 companies dedicated to retail, collectively employing approximately 16,787 people. An equity analyst covering the U.S. internet industry expects e-commerce to reach 27% of retail sales by 2026. This projection suggests that there is a possibility for e-commerce sales in the County to reach $1.5 billion by 2026.

In summary, access to affordable, reliable, high-speed broadband has the power of changing lives, boosting economic development, improving quality of life, and contributing to solving today's social problems. Areas without broadband are at risk of being left behind in terms of education, job opportunities, business growth, healthcare, and full participation in the digital society and economy, impeding progress, equity, and economic development for individuals, institutions, and businesses.

It is therefore crucial to address this issue to achieve digital equity, "a condition in which all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy"[11]. The Monterey County Broadband Strategic Plan aims to contribute toward this goal.

[9] Application of Smart Techniques for Crop Production

[10] Improving hotel ratings by offering free Wi-Fi

* Bars, Banquet Halls, Restaurants.

[11] The Digital Equity Act of 2021



2 Needs Assessment

2.1 Broadband Availability

This section analyzes the gaps in broadband service availability in Monterey County, identifying the unserved and underserved areas through inspection of data from the FCC, the CPUC, and speed test data obtained through the speed test program implemented by the County. Unserved and underserved locations are defined as follows:

- **Unserved.** Locations without access to broadband services with speeds of at least 25 Mbps download and 3 Mbps upload.
- **Underserved.** Locations with access to broadband services with speeds equal to or higher than 25/3 Mbps but lower than 100 /20 Mbps.

These definitions align with FCC and CPUC and are directly tied to eligibility criteria in various federal and state broadband funding programs.

Unserved and underserved areas are further analyzed with respect to low-income and disadvantaged communities to identify the areas with the highest need and opportunity for funding.

2.1.1 Unserved and Underserved Area Identification

2.1.1.1 FCC Broadband Data

The FCC, through its Broadband Data Collection (BDC) program requires Internet Service Providers (ISPs) to report, for each serviceable location, information on the technologies available and the maximum advertised download and upload speeds. Serviceable locations across the United States are established through the FCC's Serviceable Locations Fabric, including approximately 120 million locations.

Monterey County obtained access to the FCC Broadband Data Collection dataset in June 2023 to support this project. Table 2 provides the counts and percent of unserved and underserved locations according to the FCC data. As shown, unincorporated areas outside of large communities have the highest

percentages of unserved and underserved locations. In fact, 2,720 out of the 3,436 unserved locations (79%) in the County are located there. In contrast, the rest of the communities reported less than 5% of unserved and underserved locations.

Table 2. Unserved/Underserved Serviceable Locations considering wireline and wireless connectivity.

Community	Total Serviceable Locations	Unserved (<25/3)	Underserved (25/3 to 100/20)	Served (100/20 to 1000 / 500)	1G Served (> 1G / 500 Mbps)
Marina	5,783	74 | 1.3%	0 | 0.0%	4,756 | 82.2%	953 | 16.5%
Salinas	30,375	262 | 0.9%	0 | 0.0%	22,048 | 72.6%	8,065 | 26.6%
Carmel-by-the-Sea	3,098	0 | 0.0%	0 | 0.0%	2,858 | 92.3%	240 | 7.7%
Del Rey Oaks	637	0 | 0.0%	0 | 0.0%	127 | 19.9%	510 | 80.1%
Monterey	8,280	36 | 0.4%	0 | 0.0%	4,105 | 49.6%	4,139 | 50.0%
Pacific Grove	5,974	87 | 1.5%	3 | 0.1%	2,577 | 43.1%	3,307 | 55.4%
Sand City	211	3 | 1.4%	0 | 0.0%	183 | 86.7%	25 | 11.8%
Seaside	8,303	3 | 0.0%	0 | 0.0%	6,387 | 76.9%	1,913 | 23.0%
Gonzales	1,820	30 | 1.6%	0 | 0.0%	1,622 | 89.1%	168 | 9.2%
Soledad	4,080	181 | 4.4%	0 | 0.0%	3,700 | 90.7%	199 | 4.9%
Greenfield	3,390	19 | 0.6%	0 | 0.0%	3,371 | 99.4%	0 | 0.0%
King City	2,775	21 | 0.8%	0 | 0.0%	2,561 | 92.3%	193 | 7.0%
Other Areas in Monterey County	36,449	2,720 | 7.5%	809 | 2.2%	26,759 | 73.4%	6,161 | 16.9%
Total	**111,175**	**3,436 | 3.1%**	**812 | 0.7%**	**81,054 | 72.9%**	**25,873 | 23.3%**

Table 2 also highlights "1G Served" locations, which are those with access to services with speeds equal to or higher than 1 Gbps / 500 Mbps. This is particularly relevant as on July 15, 2022, the FCC launched a "Notice of Inquiry"[12] that proposes to set a national goal of 1 Gbps / 500 Mbps for the future.

Access to 1 Gbps services provides seamless downloads and faster uploads, enables simultaneous use of bandwidth intensive applications, and prepares residents for a connected future.

As shown, 23% of the serviceable locations in the County have access to 1 Gbps services, in contrast to the 73% which are served but do not have access to these speeds.

The heatmaps in Figure 3 to Figure 5 capture the geographic distribution of unserved locations, showing the percentage of unserved locations by census block. Highlights are captured below:

- The cities of Salinas, Monterey, Pacific Grove, Sand City, Carmel by the Sea, Gonzales, and King City appear to be well served with only a few locations unserved or underserved.

[12] https://docs.fcc.gov/public/attachments/DOC-385322A1.pdf

- Marina, Seaside, and Greenfield also have relatively good broadband coverage, but there is still room for improvement as they have less than 30% of locations served with 1Gbps. These cities have the potential for further growth by focusing on meeting the threshold of (> 1G / 500 Mbps).
- In the northern zone (Figure 3) of the County, most census blocks seem to be served. However, there are scattered census blocks in areas such as Prunedale where more than 40% of locations lack access to reliable broadband services.
- The central zone (Figure 5) of the county, particularly the city of Soledad and Pinnacles National Park, has a significant number of census blocks with over 80% of locations lacking broadband service.
- The southern region (Figure 6) of the County presents the greatest challenge, with the majority of census blocks having over 80% of locations without broadband service. This area requires significant efforts to improve broadband coverage.

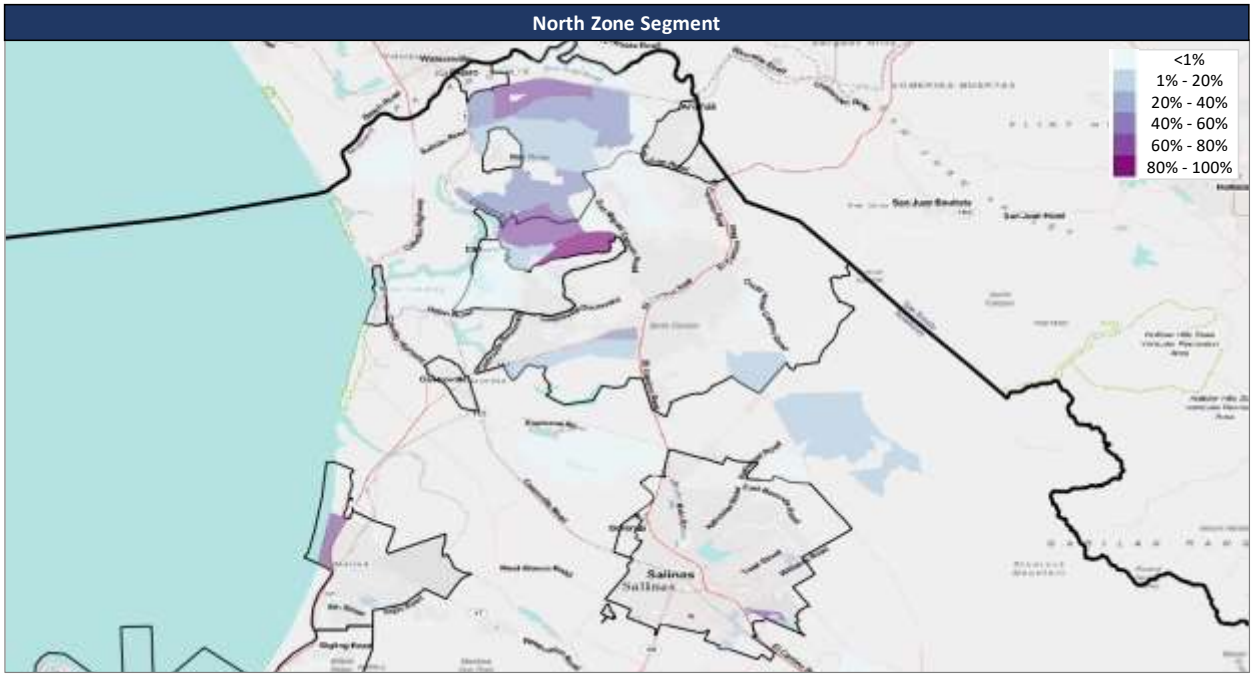


Figure 3. FCC Unserved serviceable locations by census block – North zone area

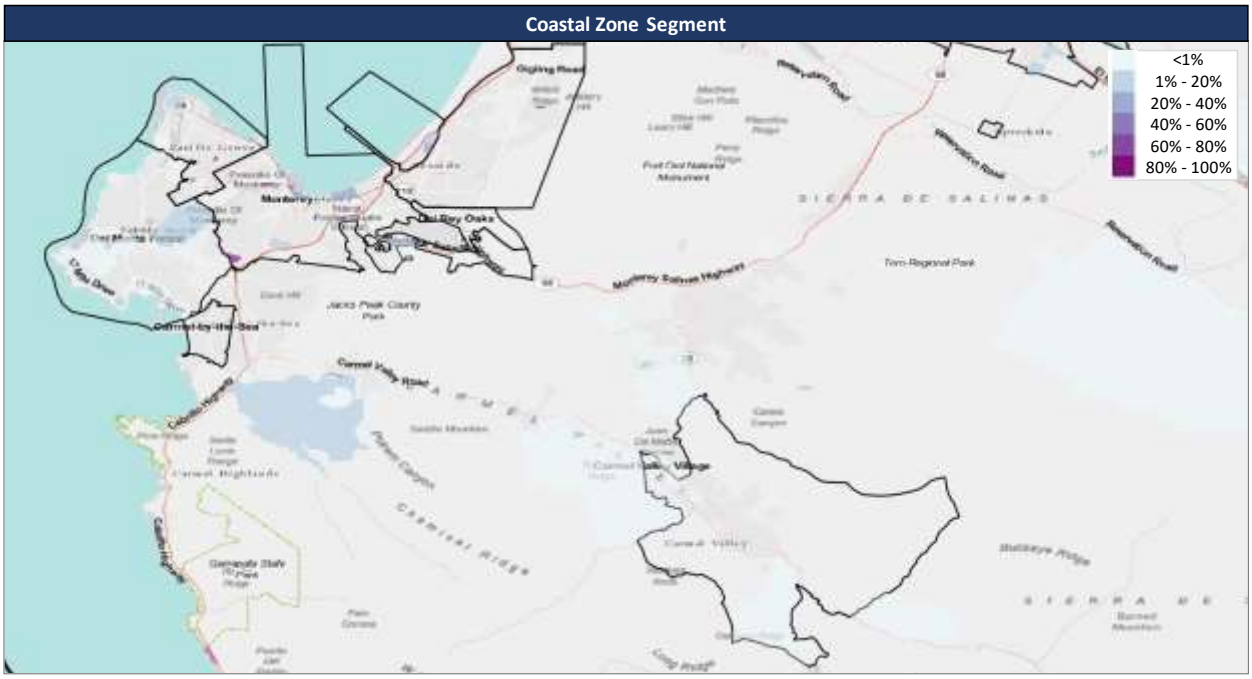


Figure 4. FCC Unserved serviceable locations by census block – Coastal zone area

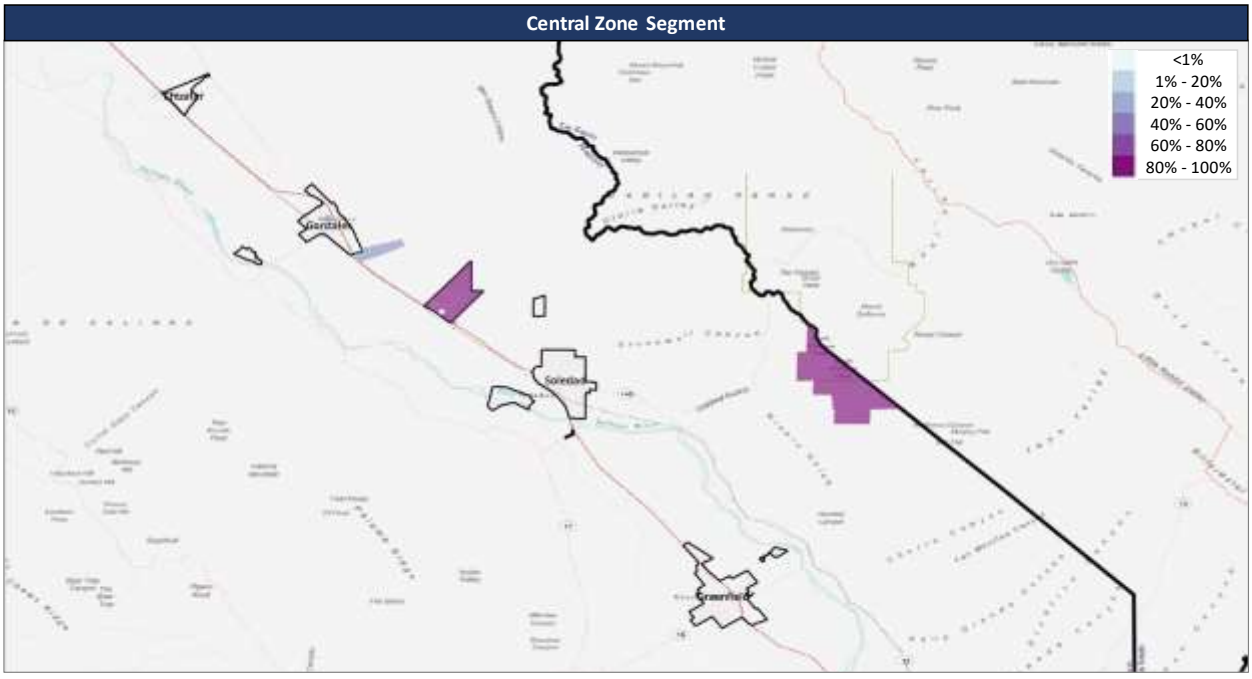


Figure 5. FCC Unserved serviceable locations by census block – Central zone area

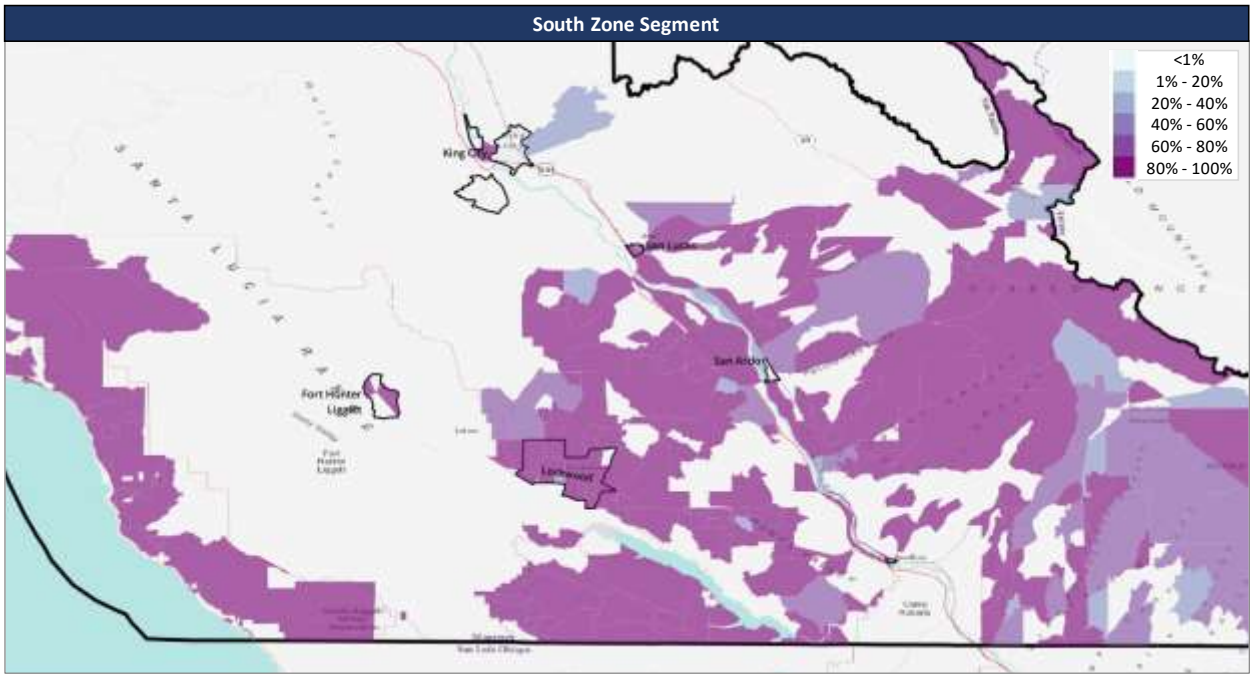


Figure 6. FCC Unserved serviceable locations by census block – South zone area

The same analysis for underserved locations is presented in Figure 7 to Figure 10. As noted, the underserved census blocks are primarily located in north Prunedale, Pacific Grove in the Coastal Zone, and the southeast area. It is also important to note that the underserved locations are less frequent than unserved. This is because most providers that are able to provide 25/3 Mbps services are also providing services above 100/20 Mbps.

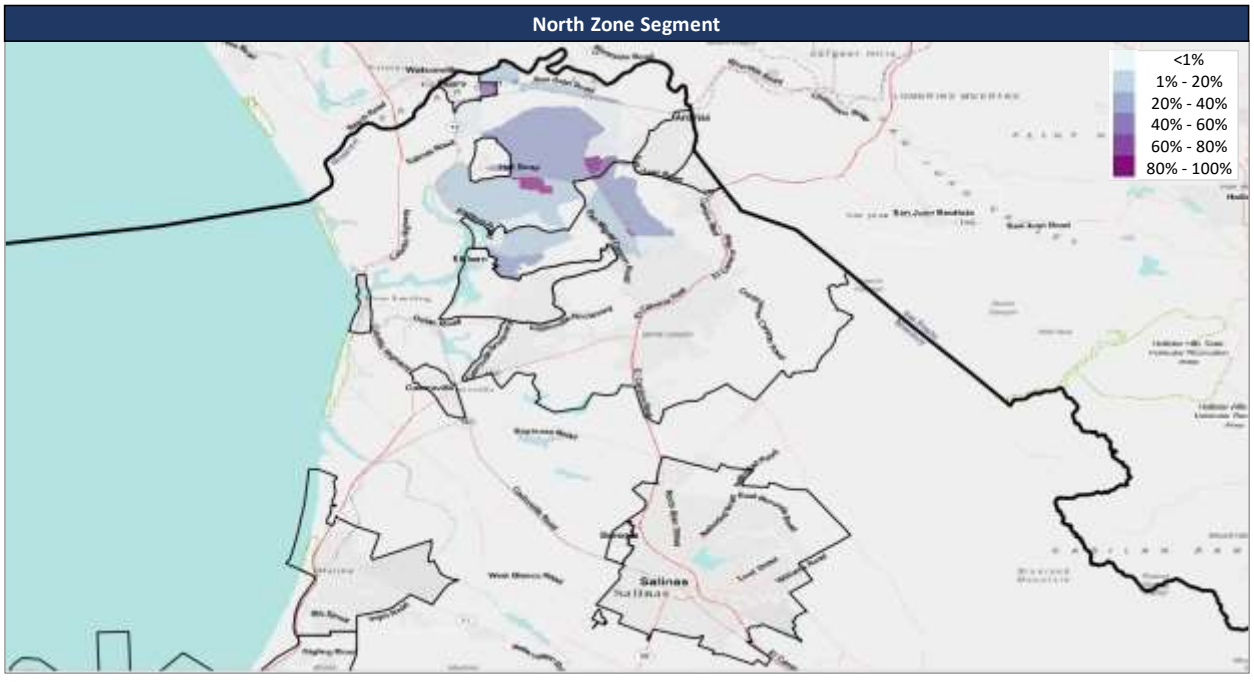


Figure 7. FCC Underserved serviceable locations by census block – North zone area

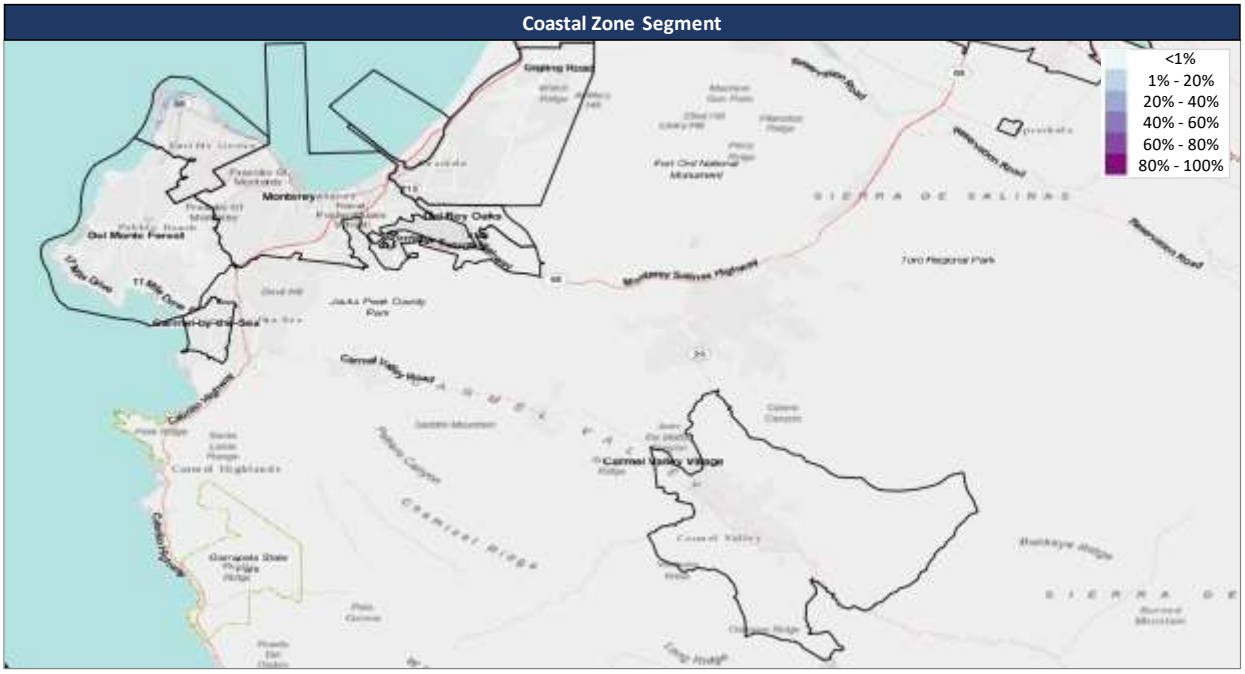


Figure 8. FCC Underserved serviceable locations by census block – Coastal zone area

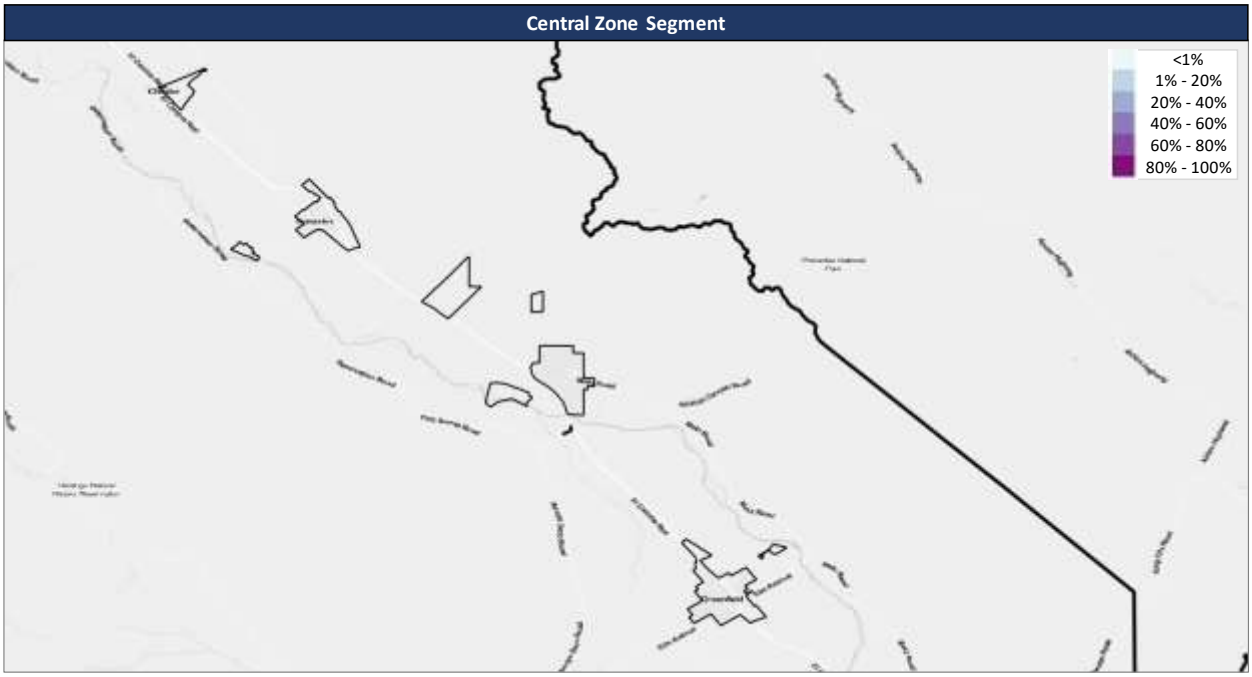


Figure 9. FCC Underserved serviceable locations by census block – Central zone area

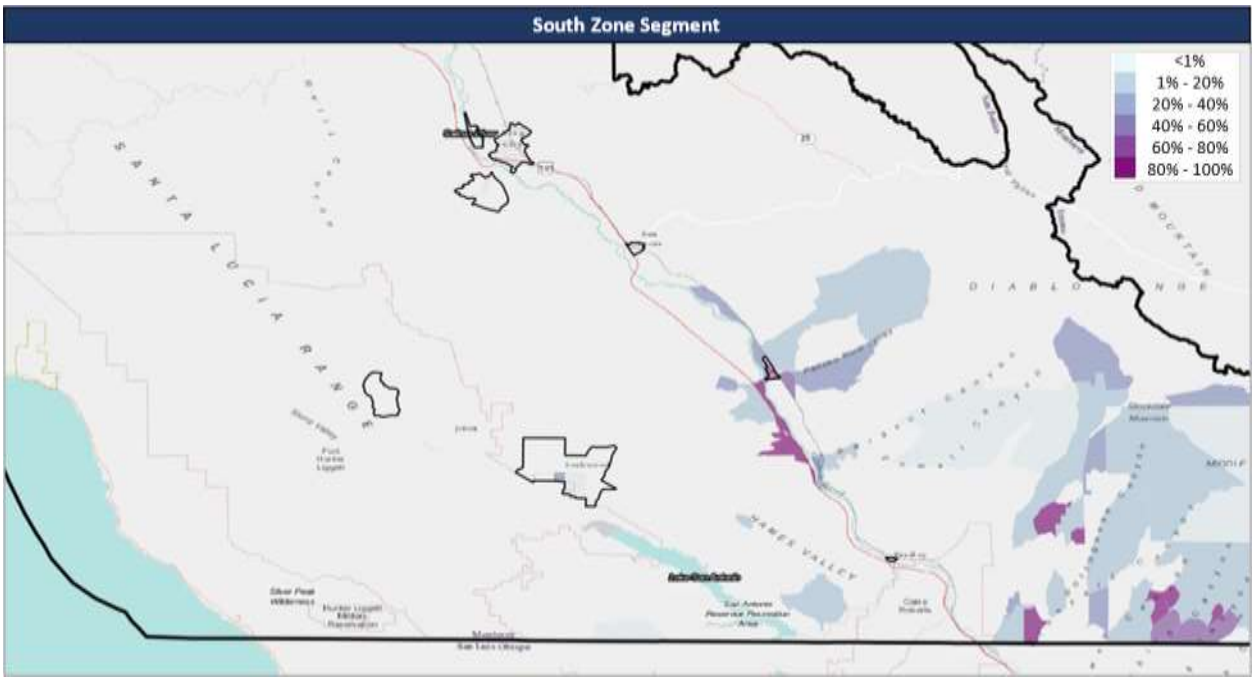


Figure 10. FCC Underserved serviceable locations by census block – South zone area

2.1.1.2 CPUC Broadband Data

The CPUC is responsible for the regulation of telecommunications services in the state of California. In parallel with the FCC, the CPUC collects broadband data from ISPs in California to develop its California Interactive Broadband Map[13]. In addition, the CPUC has also developed the Federal Funding Account (FFA) Public Map[14] to support the analysis and development of applications for the FFA program. For both maps, CPUC provides an associated dataset that includes information on unserved / eligible locations, households, population, income, and socioeconomic indicators at the census block level.

The analysis presented herein uses the latest versions of the California Broadband Map Dataset, published in April 2023, and the Federal Funding Account Public Map Census Block Data published in May 2023.

Since CPUC data does not consider underserved connectivity; locations are characterized as either served or unserved, based on a 25/3 connectivity threshold. Table 3 shows counts of unserved locations for each city in Monterey County and unincorporated areas according to the Federal Funding Account Public Map data.

[13] Broadband Mapping Program (ca.gov)

[14] Federal Funding Account Public Map

Table 3. Unserved locations based on Federal Funding Account Public Map Census Block Data

Community	Households	Unserved Locations	% of Unserved Households (See Note 1)
Marina	7,432	725	10%
Salinas	42,924	1,370	3%
Carmel-by-the-Sea	1,689	52	3%
Del Rey Oaks	693	6	1%
Monterey	12,084	400	3%
Pacific Grove	6,845	201	3%
Sand City	138	12	9%
Seaside	10,248	416	4%
Gonzales	2,055	69	3%
Soledad	4,417	341	8%
Greenfield	4,097	100	2%
King City	3,266	136	4%
Other Areas in Monterey County	34,234	9,967	29%
Total	**130,122**	**13,795**	**11%**

Note 1. The percentage of unserved households is an approximation based on the unserved locations, which may include commercial locations.

Map views of the unserved locations from the Federal Funding Account Public Map are shown in Figure 11 to Figure 14.

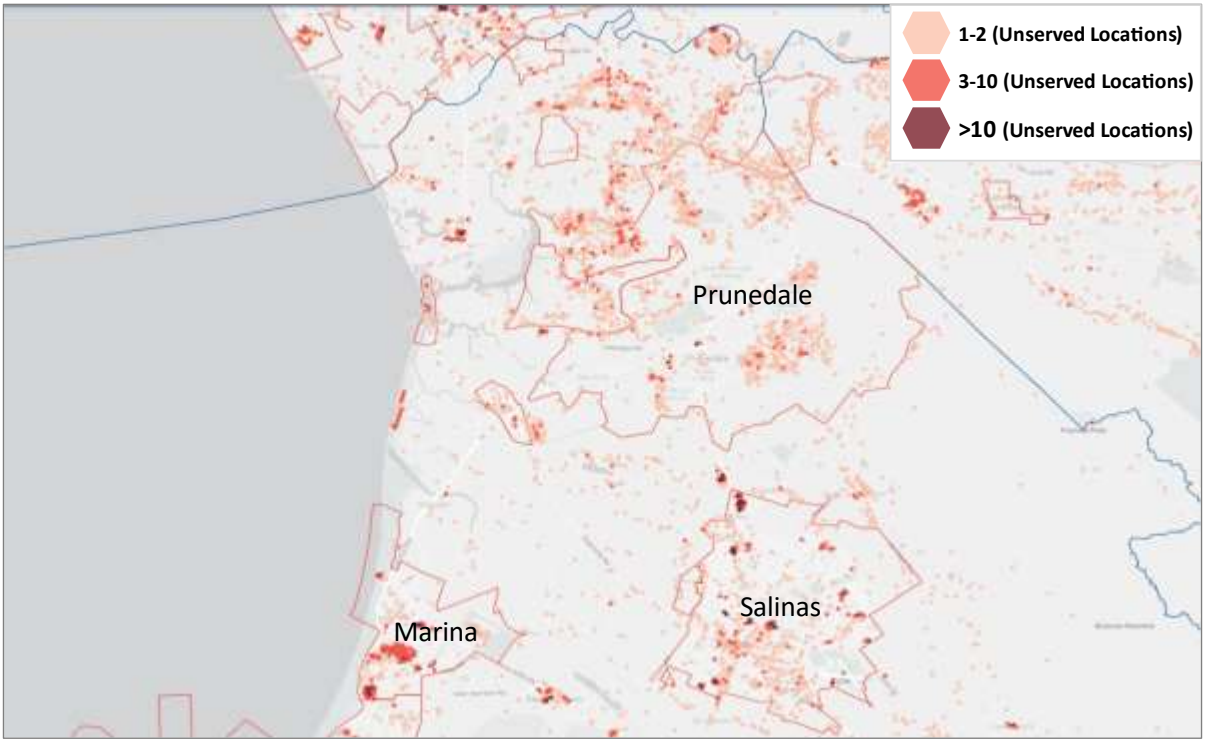


Figure 11. Unserved locations from Federal Funding Account Public Map – North Area.

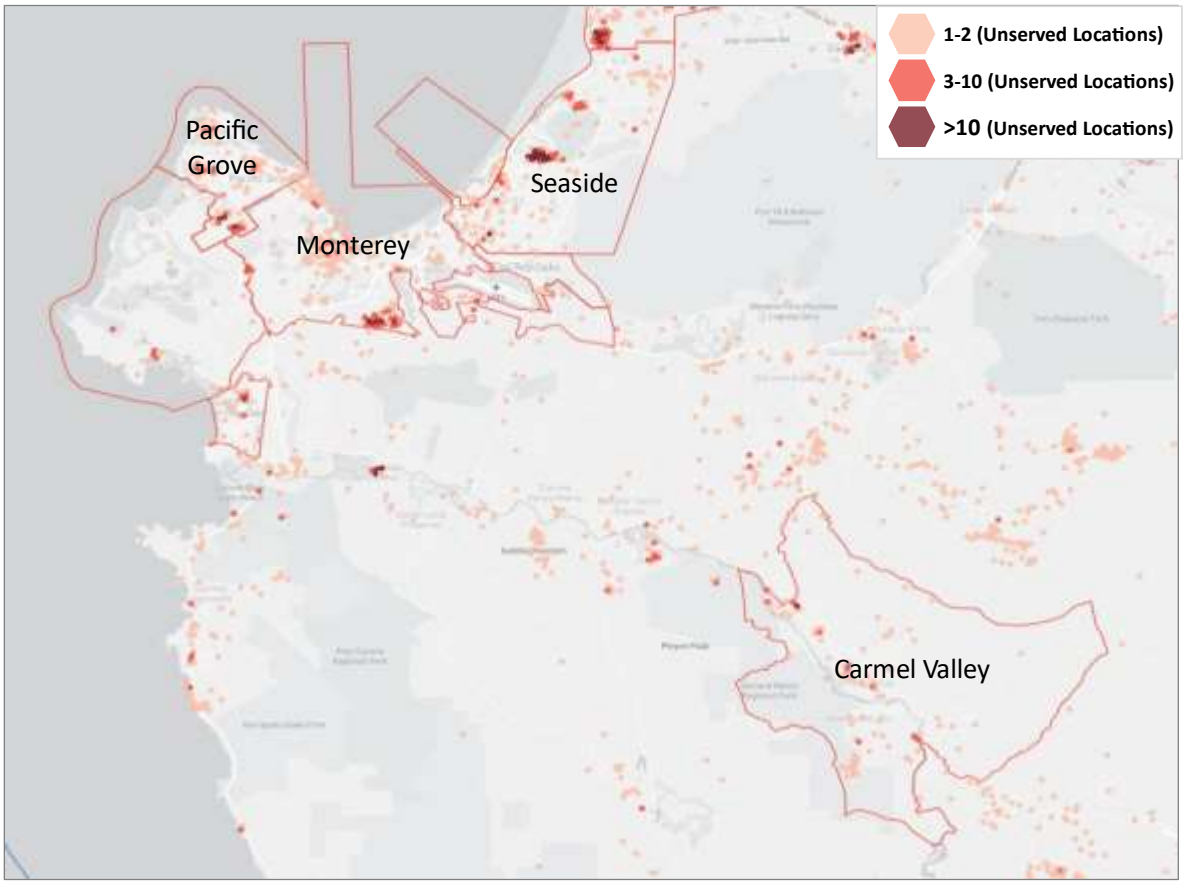


Figure 12. Unserved locations from Federal Funding Account Public Map – Coastal Area.

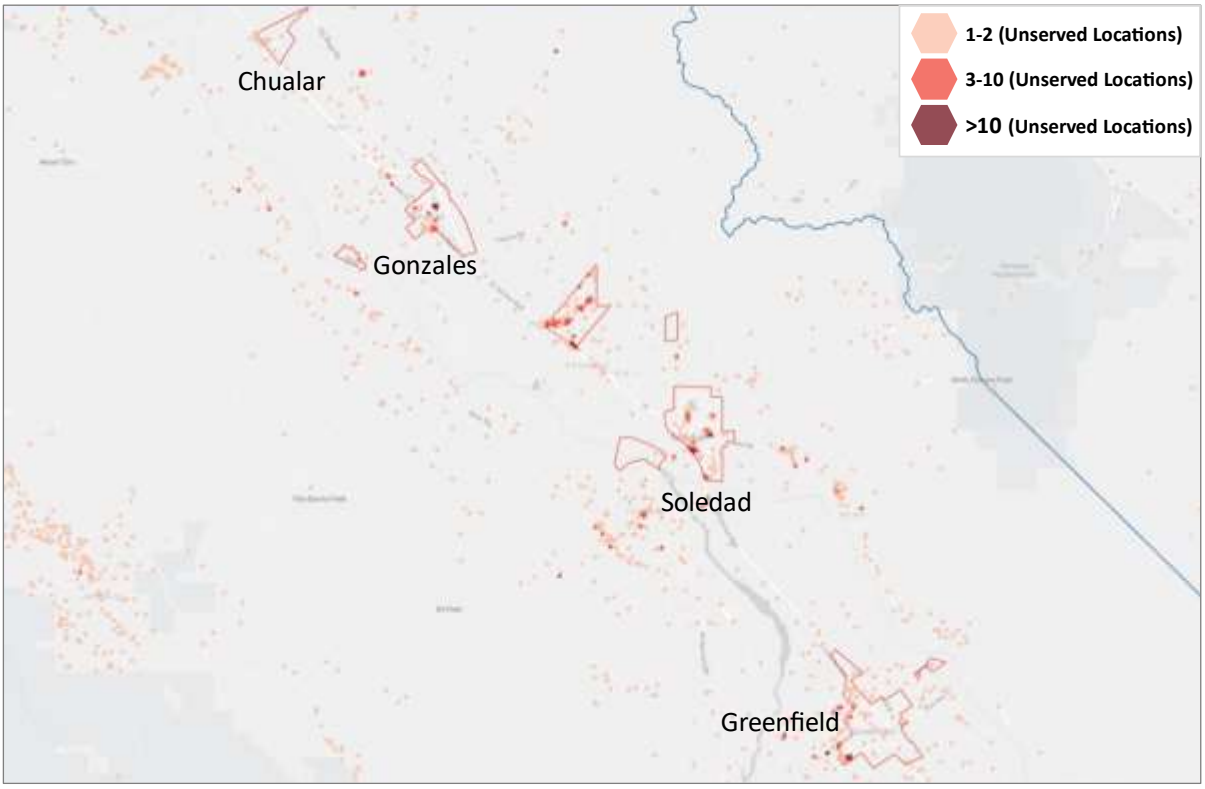


Figure 13. Unserved locations from Federal Funding Account Public Map – Central Area.

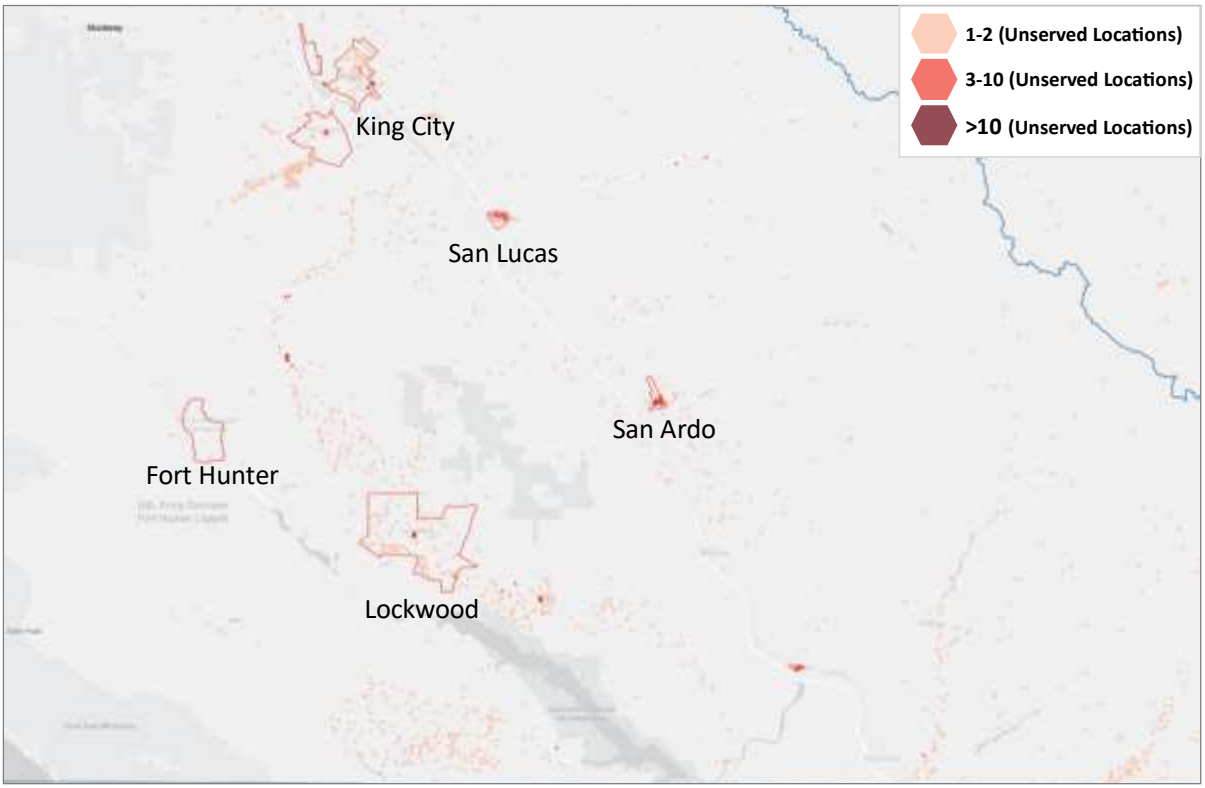


Figure 14. Unserved locations from Federal Funding Account Public Map – South Area.

Through visual inspection of these figures, it is noted that there is a match between CPUC and FCC in the North, Southwest, and the Coastal Zones of Monterey, including areas like Pacific Grove and Pfeiffer Big Sur Park. However, discrepancies can be seen in cities like Salinas, Greenfield, and King City. This means that the Broadband strategy needs to focus on the worst case to ensure that all the communities are served. Furthermore, there is a need for further collaboration and communication between stakeholders, including government entities, ISPs, and community organizations, to ensure accurate and up-to-date information on broadband coverage and availability. Stakeholders need to work together to address the discrepancies and gaps in data.

2.1.1.3 Speed Test Data

Speed test data can be used as a tool to verify and compare the information provided by the FCC, and CPUC. Through it, the communities can gain insight into the broadband service performance. Speed test data from GeoPartners Ltd tools from September 2022 through June 2023 was analyzed to enrich the evaluation of broadband availability and quality of service.

The dataset contains 191 speed tests within the County distributed across 123 locations in 138 census blocks (2% of total). Table 4 indicates that 29% of the tested locations fall below the unserved threshold, with approximately 54% below the underserved threshold. Also, it is important to note that there are no measurements with speeds higher than 1000/500.

Figure 15 and Figure 16 provide GIS views that visualize these results.

Table 4. Speed Test Statistics

Concept	Monterey County
# of Speed Tests	191
# of Locations	123
- Locations < 25/3	36 (29%)
- Locations 25/3 to 100/20	67 (54%)
- Locations 100/20 to 1000/500	20 (16%)
- Locations > 1000/500	0 (0%)
Ping Max	288
Ping Min	0.66
Ping Avg.	19.0667
Jitter Max	147.97
Jitter Min	0.05
Jitter Avg.	8.8531
Timeframe	Jan 2023 - May 2023
ISP Name (# Speed Tests)	AT&T Inc (5) Charter Communications Inc (47) GeoLinks (1) Optimum (3) Ranch Wifi LLC (1)

	Razzolink Inc. (9) Xfinity (68) Other (57)
# Census Blocks w/ Speed Tests	138
# Census Blocks w/o Speed Tests	6,936
% Census Blocks w/ Speed Tests	2%
% Census Blocks w/o Speed Tests	98%

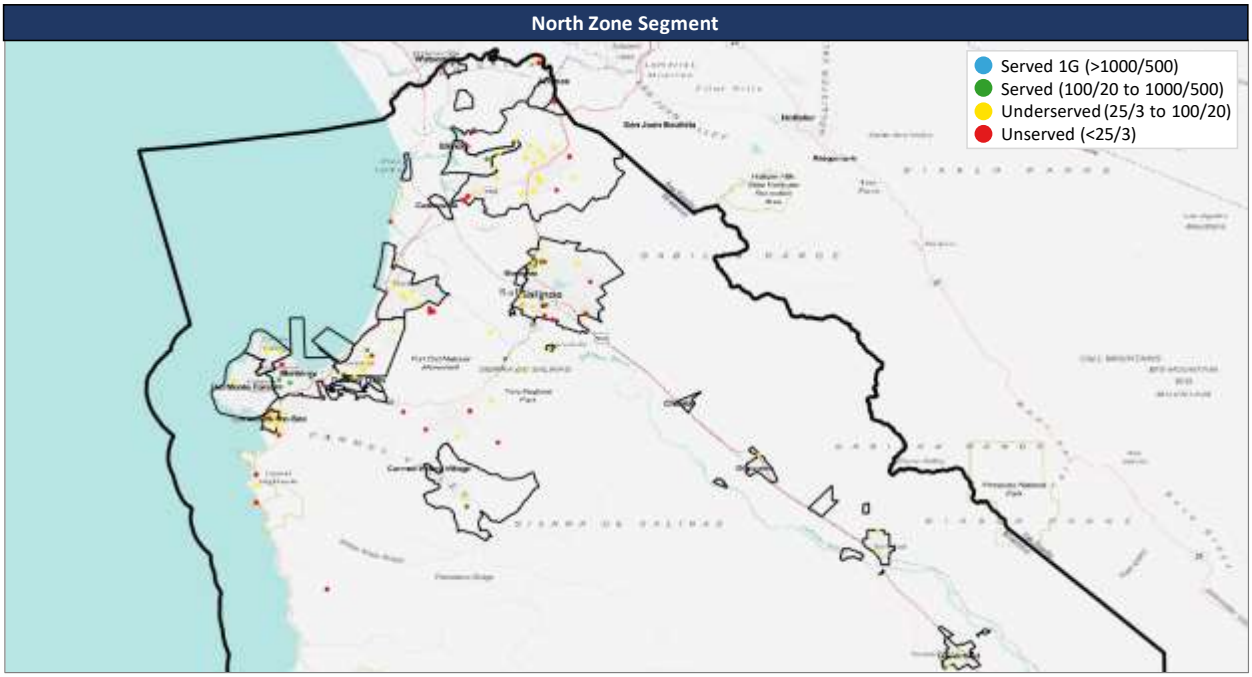


Figure 15. Speed test results – North area.

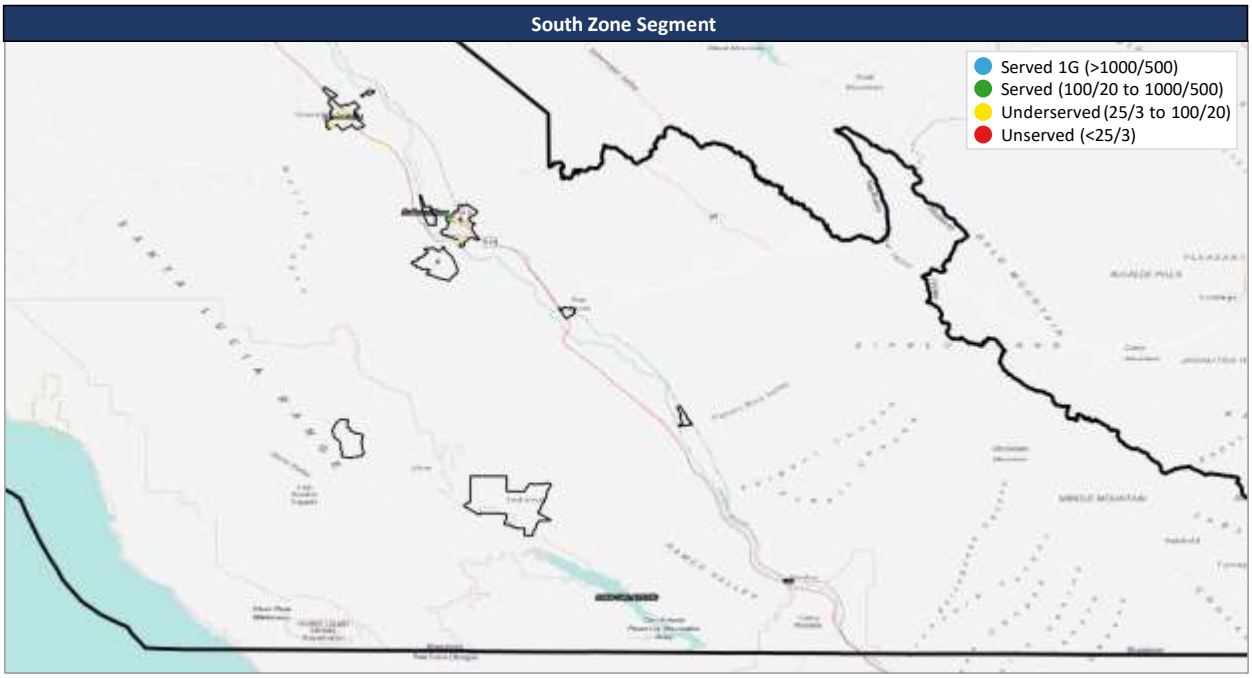


Figure 16. Speed test results – South area.

Most of the speed test measurements are located in the Cities of Salinas, Marina, Seaside, Monterey, and Pacific Grove. For the rest of the communities, a larger sample is required to provide relevant insights into the current broadband performance. In any case, the data is useful to contrast FCC and CPUC data.

The available speed test data shows discrepancies mainly with FCC data since it suggests that there is a higher concentration of unserved and underserved areas within the Cities. In general, unserved locations from CPUC match with the speed test data.

2.1.2 Low-Income and Disadvantaged Communities

Local jurisdictions and funding programs, consider low-income areas and disadvantaged communities as a priority target for broadband deployment projects and funding opportunities since these areas commonly deal with lack of access to affordable broadband services or adequate broadband infrastructure.

The CPUC Federal Funding Account Public Map provides data that captures the location of low-income and disadvantaged communities based on the definitions for this funding program:

- **Low -income areas are** those where the median household income is less than 80 percent of county or state median income, according to the California Department of Finance's 5-year estimates based on the 2016-2020 American Community Survey[15].

[15] https://dof.ca.gov/reports/demographic-reports/american-community-survey/

- **Disadvantaged communities are** those that meet the California Environmental Protection Agency (CalEPA) designation of disadvantaged communities[16]. These are communities that fit under any of the following criteria: (1) census tracts receiving the highest 25 percent of overall scores in CalEnviroScreen 4.0; (2) census tracts lacking overall scores in CalEnviroScreen 4.0 due to data gaps, but receiving the highest 5 percent of CalEnviroScreen 4.0 cumulative pollution burden scores; (3) census tracts identified in the 2017 Disadvantaged Communities (DAC) designation as disadvantaged, regardless of their scores in CalEnviroScreen 4.0; (4) and areas under the control of federally recognized Tribes.

Table 5 captures the number and percent of unserved locations in low-income areas as there are no areas designated as DACs in Monterey County.

As shown in the table below, ~36% of the unserved locations fall within a low-income area. The cities with the highest percentage of unserved locations in low-income areas are Sand city, Gonzales and Marina which shows that there is low interest from ISPs to serve these areas.

Table 5. Unserved locations within low-income areas based on Federal Funding Account Public Map Census Block Data

Community	Unserved locations in low income or DAC areas	% of total unserved locations in low income or DAC areas
Marina	580	80%
Salinas	696	51%
Carmel-by-the-Sea	12	23%
Del Rey Oaks	0	0%
Monterey	125	31%
Pacific Grove	0	0%
Sand City	12	100%
Seaside	68	16%
Gonzales	69	100%
Soledad	138	40%
Greenfield	15	15%
King City	79	58%
Other Areas in Monterey County	3,111	31%
Total	**4,905**	**36%**

Figure 17 to Figure 20 present relevant views from the FFA Public Map that show the overlap of unserved locations and the low-income and disadvantaged communities within the County.

[16] https://calepa.ca.gov/envjustice/ghginvest/

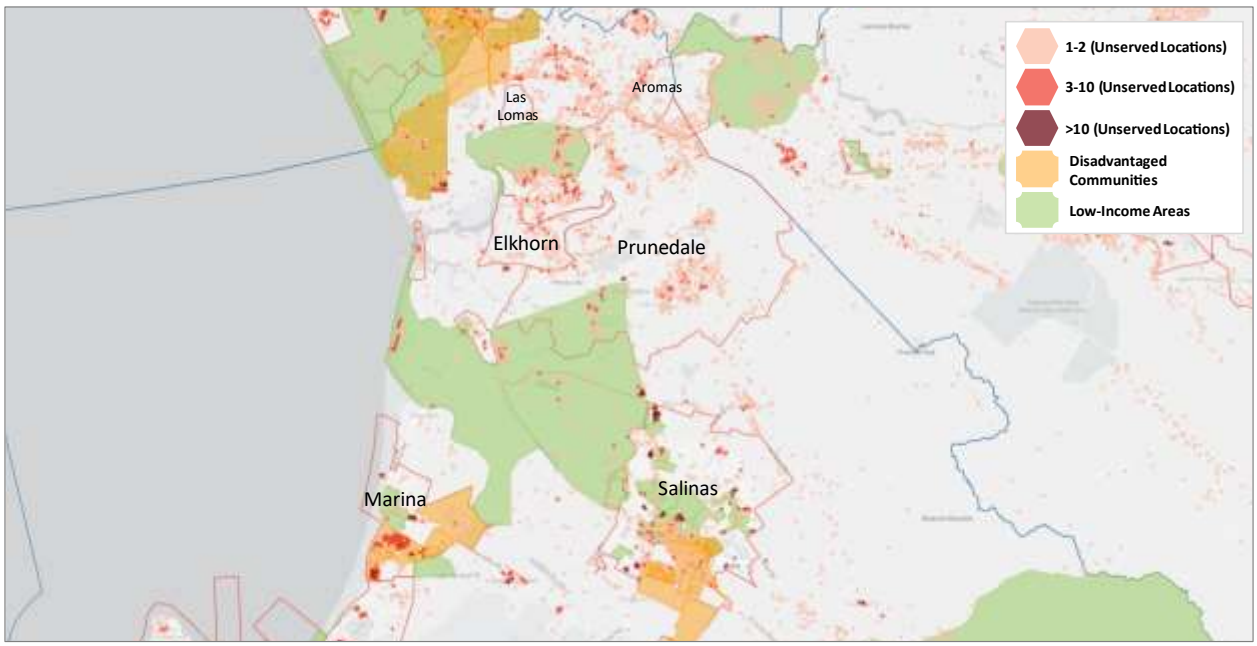


Figure 17. Unserved locations in low-income areas and disadvantaged communities – North area

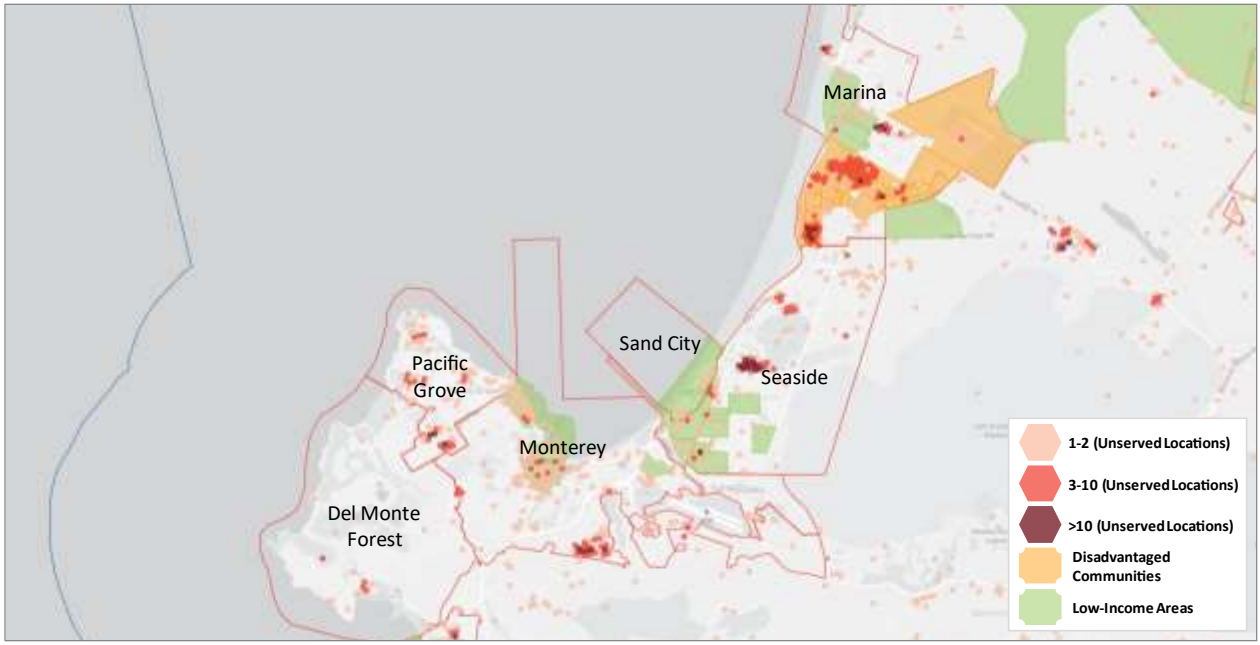


Figure 18. Unserved locations in low-income areas and disadvantaged communities – Coastal area

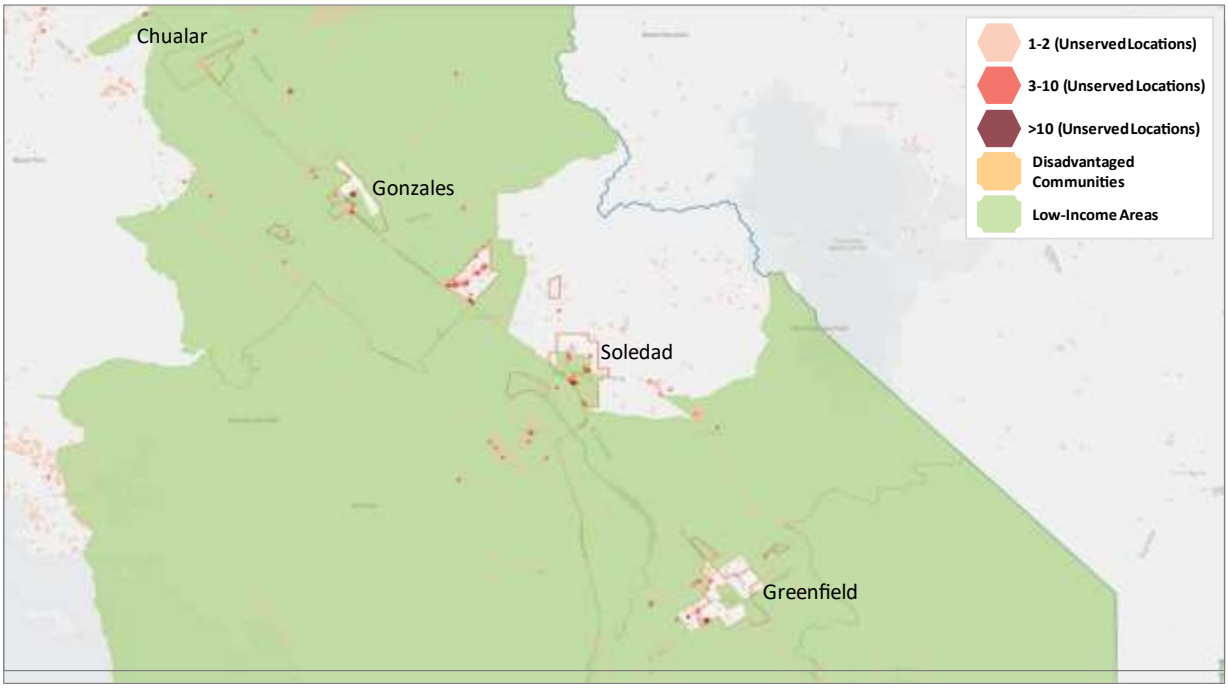


Figure 19. Unserved locations in low-income areas and disadvantaged communities – Central area



Figure 20. Unserved locations in low-income areas and disadvantaged communities – South area

As depicted in the figures above, there are three prominent zones (South Salinas, Marina, and the Pajaro River Mouth area) where unserved locations overlap with low-income areas and/or disadvantaged communities. Additionally, it is worth mentioning that a significant portion of the central region, encompassing cities such as Gonzales, Soledad, Greenfield, and King City, are classified as low-income areas which represents an opportunity to apply for FFA funding.

2.1.3 Businesses and Anchor Institutions

Businesses, and anchor institutions without adequate broadband connectivity face important challenges in their daily operation and are limited on their productivity, efficiency, and overall impact in the market and the community. This section characterizes the status and needs for businesses and anchor institutions within the County regarding broadband availability by analyzing FCC and CPUC data, results from the Business Needs Assessment survey, and insights from meetings with key stakeholders from these two sectors.

Table 6 summarizes the served status of business serviceable locations according to the FCC National Broadband Map dataset. As shown, only in the cities of Salinas, Gonzales and Soledad, more than 70% of business locations are 1G served. Gonzales City in particular, has a privileged position for business connectivity, since 97% of the businesses are 1G served.

There is a clear opportunity to improve business broadband services towards gigabit speeds in Marina, Carmel, Del Rey Oaks, Sand City, Seaside, Greenfield, and King City as more than 80% of businesses are served with speeds less than 1000 / 500.

Access to 1 Gbps services is relevant because it directly impacts the productivity and efficiency of small and medium businesses, supporting multiple users and fostering innovation and economic development.

However, there are still unserved and underserved areas, primarily in the unincorporated areas outside of the main communities which have 9.5% of unserved and 3% of underserved business locations.

Table 6. Served status of business serviceable locations within the County.

Community	Total Businesses	Unserved (<25/3)	Underserved (25/3 to 100/20)	Served (100/20 to 1000 / 500)	1G Served (> 1G / 500 Mbps)
Marina	670	0 | 0.0%	0 | 0.0%	559 | 83.4%	111 | 16.6%
Salinas	1,665	0 | 0.0%	0 | 0.0%	425 | 25.5%	1,240 | 74.5%
Carmel-by-the-Sea	407	0 | 0.0%	0 | 0.0%	391 | 96.1%	16 | 3.9%
Del Rey Oaks	24	0 | 0.0%	0 | 0.0%	24 | 100.0%	0 | 0.0%
Monterey	1,356	0 | 0.0%	0 | 0.0%	870 | 64.2%	486 | 35.8%
Pacific Grove	265	1 | 0.4%	1 | 0.4%	211 | 79.6%	52 | 19.6%
Sand City	137	0 | 0.0%	0 | 0.0%	112 | 81.8%	25 | 18.2%
Seaside	1,324	0 | 0.0%	0 | 0.0%	1,200 | 90.6%	124 | 9.4%
Gonzales	163	0 | 0.0%	0 | 0.0%	5 | 3.1%	158 | 96.9%
Soledad	239	0 | 0.0%	0 | 0.0%	55 | 23.0%	184 | 77.0%
Greenfield	210	0 | 0.0%	0 | 0.0%	210 | 100.0%	0 | 0.0%
King City	312	0 | 0.0%	0 | 0.0%	282 | 90.4%	30 | 9.6%
Other Areas in Monterey County	3,387	321 | 9.5%	102 | 3.0%	2,180 | 64.4%	784 | 23.1%
Total	**10,159**	**322 | 3.2%**	**103 | 1.0%**	**6,524 | 64.2%**	**3,210 | 31.6%**

Results from the Business Needs Assessment survey is in line with the above, as all the respondents reported having internet access in their businesses. Nevertheless, as shown in Figure 21, 71% of the respondents mentioned that they find the service expensive or very expensive.

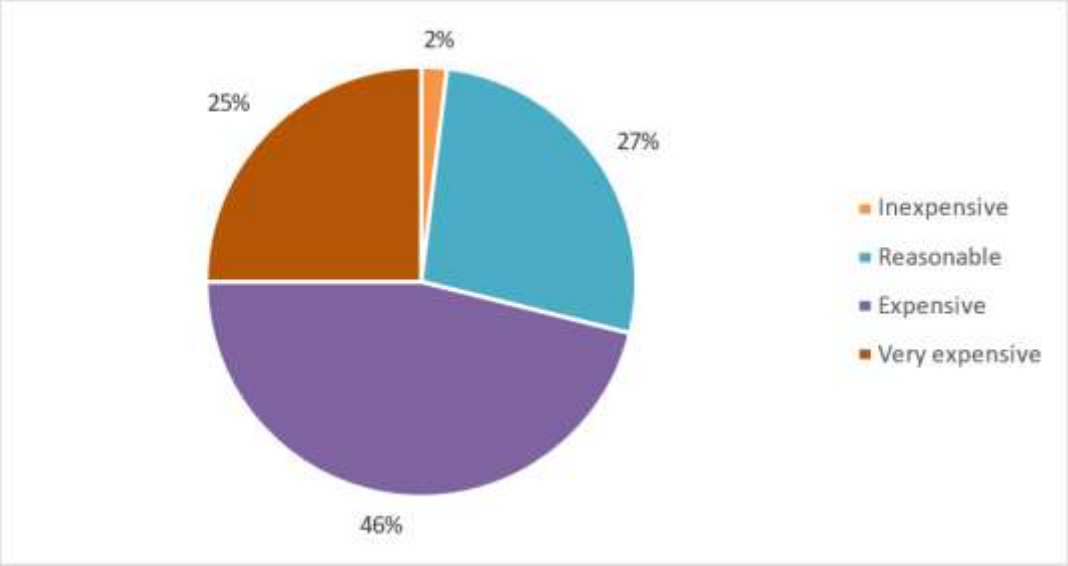


Figure 21. Business Survey: Internet cost

The access technology for those with internet access in their businesses is distributed according to the chart in Figure 22 which shows that the prevailing technologies are fiber and FWA with each technology accounting 50%.

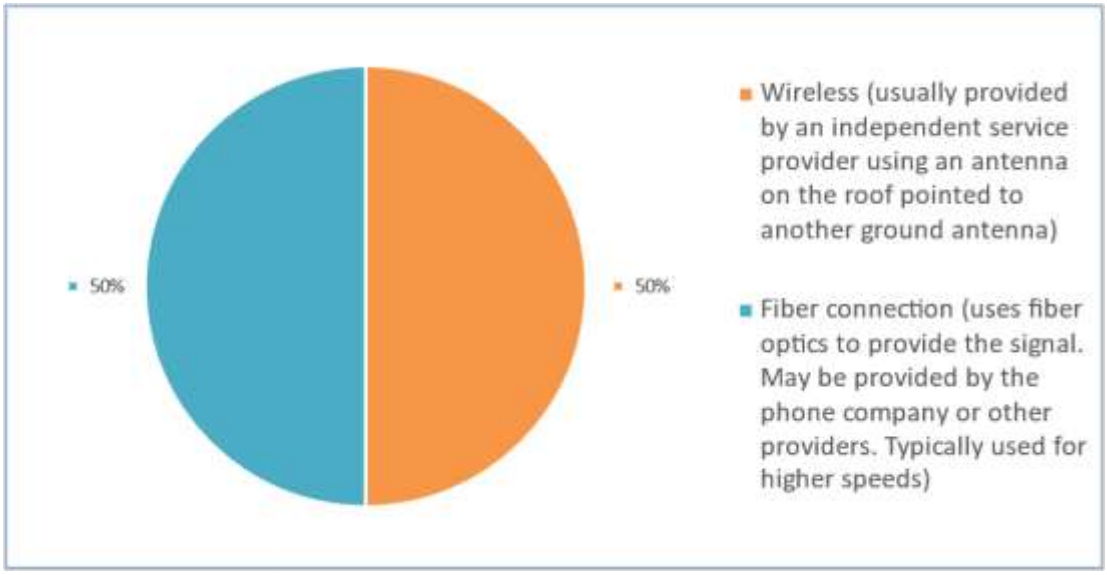


Figure 22. Business Survey: Internet connection technology for businesses.

The majority of business owners convene that their business has an important dependence on the internet. In fact, 100% of the respondents asserted that they cannot run their business without Internet connection, as shown in Figure 23.

Furthermore, Figure 24 shows that business owners consider that having access to Gigabit internet service would have a positive impact on their business, mainly by improving their efficiency with 50% of the respondents selecting this option.

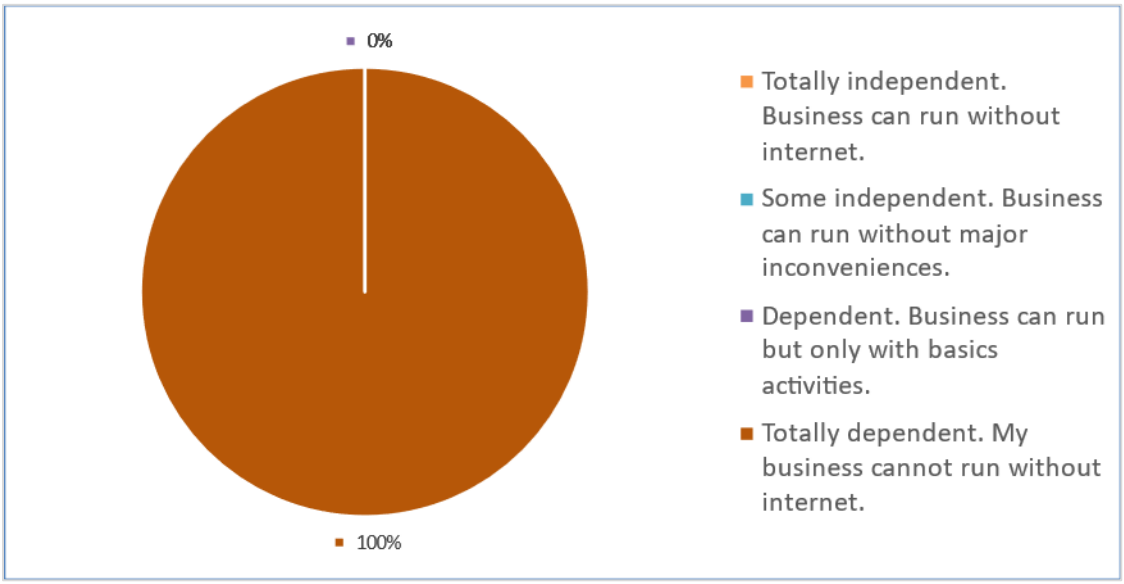


Figure 23. Internet connection dependency according to survey respondents

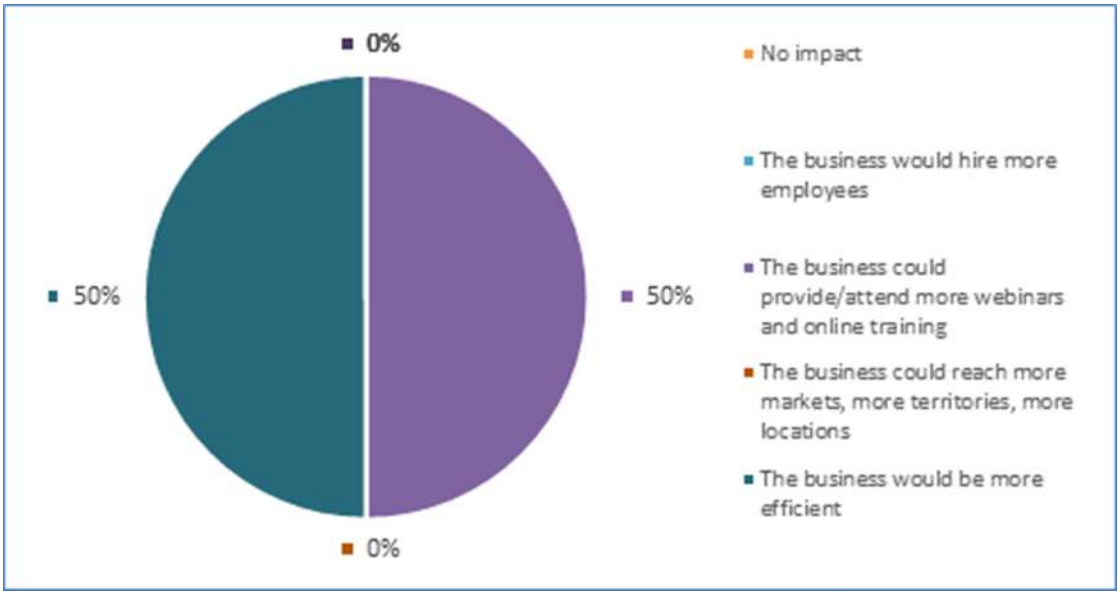


Figure 24. Impact of Gigabit internet service on businesses according to survey respondents

In the case of anchor institutions, the main input for the analysis is the CPUC California Broadband Map dataset. Additionally, data provided by local governments during the data collection process was incorporated to enrich the analysis. Table 7 presents the results of this analysis.

Table 7. Served status of anchor institutions within the County.

Community	Total Anchor Institutions	No Speed Data	Unserved (<25/3)	Underserved (25/3 to 100/20)	Served (100/20 to 1000 / 500)	1G Served (> 1G / 500 Mbps)
Marina	41	3 | 7.3%	2 | 4.9%	1 | 2.4%	29 | 70.7%	6 | 14.6%
Salinas	245	7 | 2.9%	14 | 5.7%	0 | 0.0%	130 | 53.1%	94 | 38.4%
Carmel-by-the-Sea	4	0 | 0.0%	0 | 0.0%	0 | 0.0%	4 | 100.0%	0 | 0.0%
Del Rey Oaks	1	0 | 0.0%	0 | 0.0%	0 | 0.0%	0 | 0.0%	1 | 100.0%
Monterey	101	4 | 4.0%	2 | 2.0%	0 | 0.0%	61 | 60.4%	34 | 33.7%
Pacific Grove	38	0 | 0.0%	2 | 5.3%	0 | 0.0%	17 | 44.7%	19 | 50.0%
Sand City	2	0 | 0.0%	0 | 0.0%	0 | 0.0%	2 | 100.0%	0 | 0.0%
Seaside	55	5 | 9.1%	0 | 0.0%	0 | 0.0%	26 | 47.3%	24 | 43.6%
Gonzales	17	0 | 0.0%	3 | 17.6%	0 | 0.0%	2 | 11.8%	12 | 70.6%
Soledad	41	1 | 2.4%	9 | 22.0%	0 | 0.0%	20 | 48.8%	11 | 26.8%
Greenfield	23	0 | 0.0%	0 | 0.0%	0 | 0.0%	19 | 82.6%	4 | 17.4%
King City	39	1 | 2.6%	0 | 0.0%	0 | 0.0%	27 | 69.2%	11 | 28.2%
Other Areas in Monterey County	226	33 | 14.6%	15 | 6.6%	8 | 3.5%	131 | 58.0%	39 | 17.3%
Total	**833**	**54 | 6.5%**	**47 | 5.6%**	**9 | 1.1%**	**468 | 56.2%**	**255 | 30.6%**

As shown, 6.7% of the anchor institutions are classified as unserved or underserved. Moreover, 10% of them are in unincorporated areas outside of the main communities.

Figure 25 to Figure 28 show a map view of the connectivity status of known anchor institutions. These views help to further identify the cities of Carmel and Sand City as targets to improve anchor institution connectivity through 1 Gbps or higher speeds.

Del Rey Oaks City has a privileged position regarding anchor institution connectivity since 100% of their anchor institutions have access to 1 Gbps service.

Around one third of the total anchor institutions are classified as 1G Served, meaning that there are still two thirds that can be upgraded to 1 Gbps service.

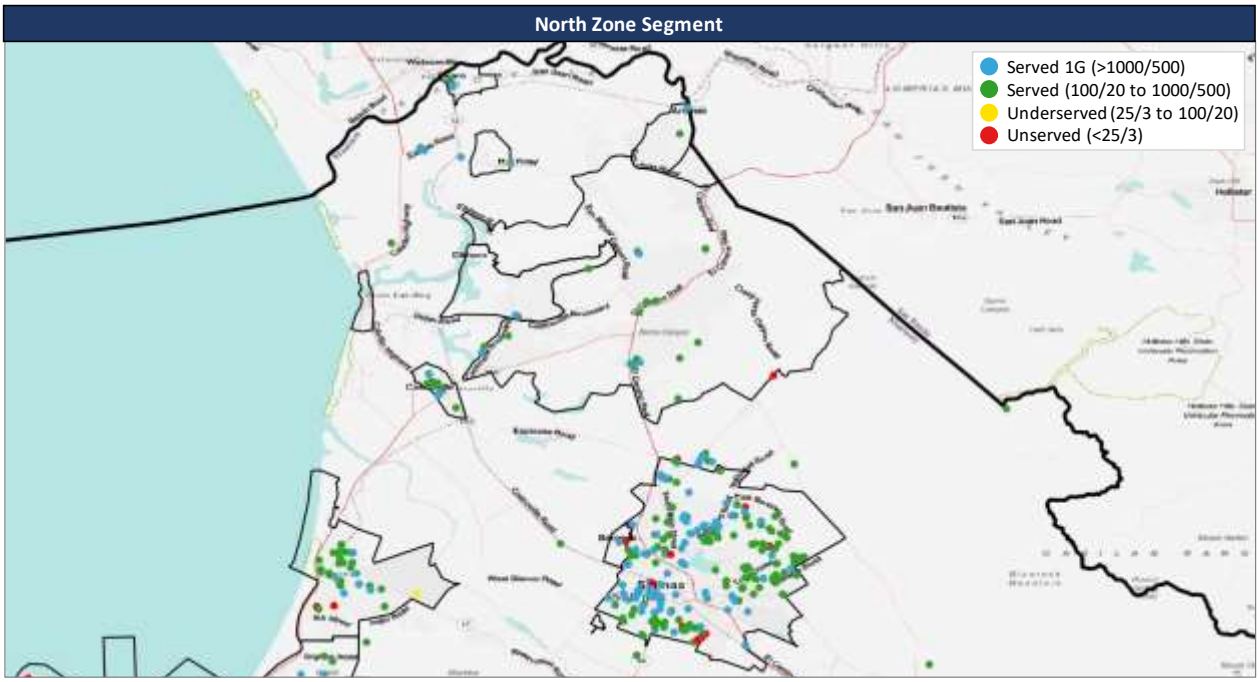


Figure 25. Connectivity status of anchor institutions – North area.

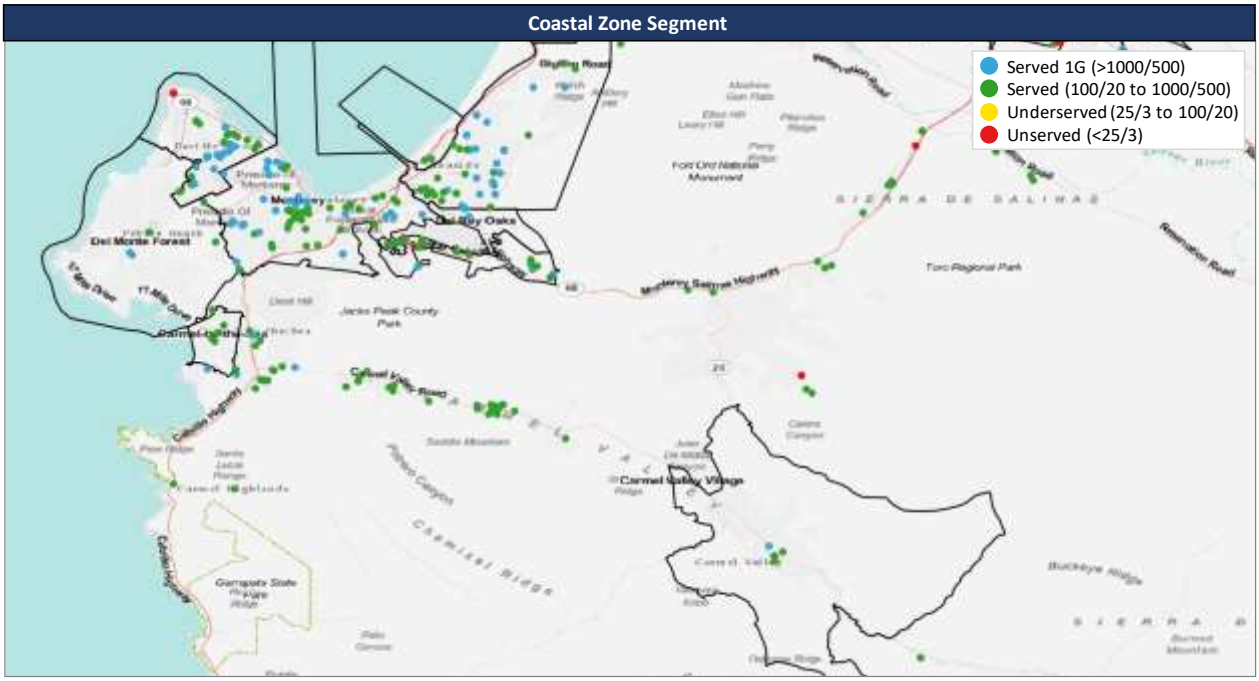


Figure 26. Connectivity status of anchor institutions – Coastal area.

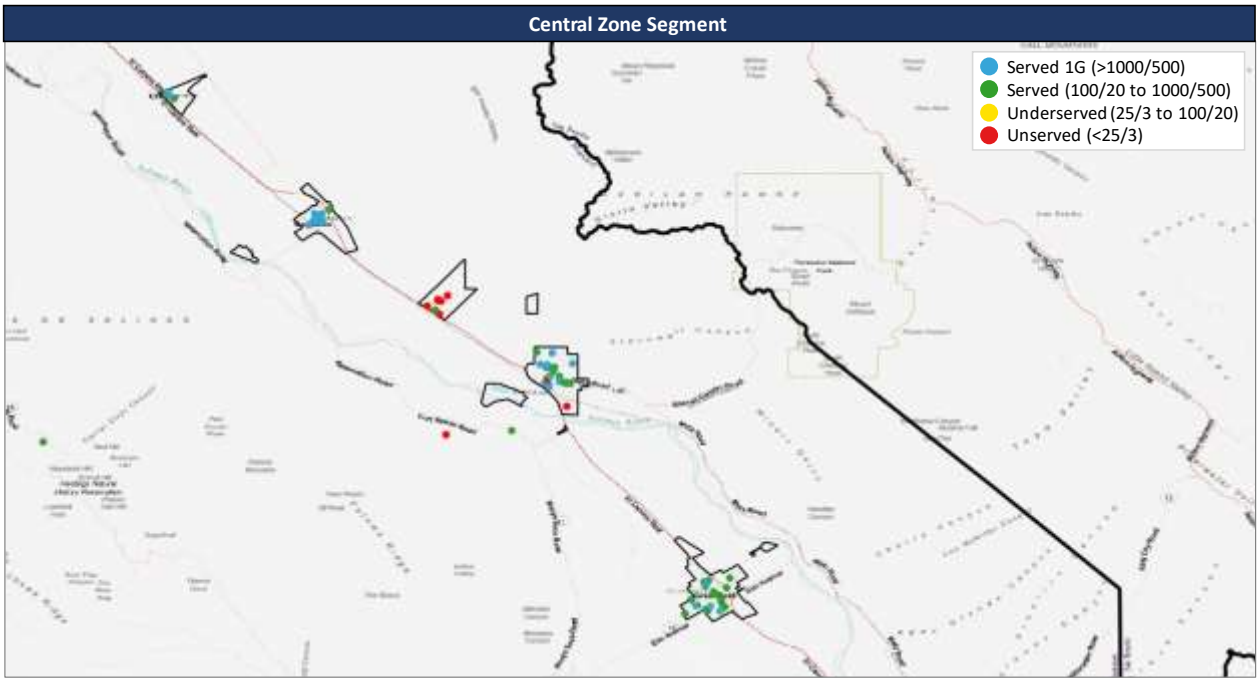


Figure 27. Connectivity status of anchor institutions – Central area.

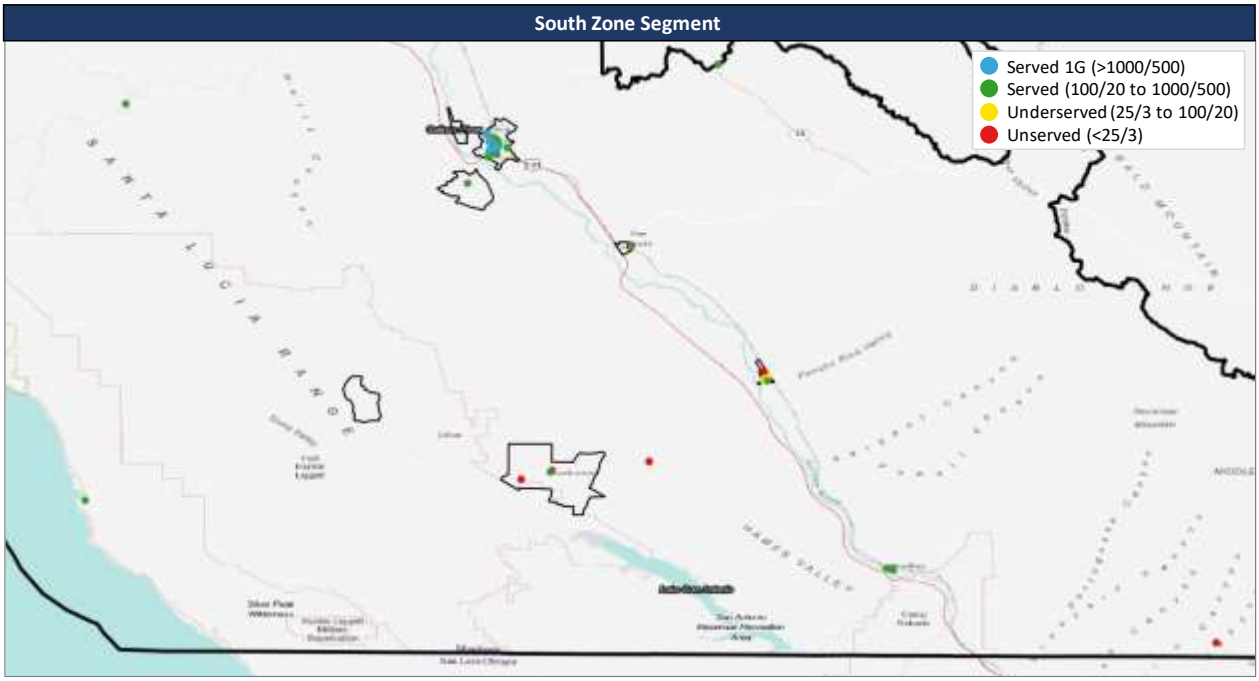


Figure 28. Connectivity status of anchor institutions – South area.

During multiple meetings with key stakeholders in the County, a significant concern that emerged was the limited availability in the southern region. This observation aligns with the findings of the Unserved and Underserved Area Identification analysis conducted in section 2.1.1.

In addition to the lack of access in the southern region, stakeholders have emphasized the significance of affordable broadband access in libraries. They recognize that libraries can serve as strategic anchor institutions in closing the connectivity gap.

Summary: *Monterey County has a low level of serviceable locations classified as unserved or underserved. Unserved locations are located mainly in unincorporated areas of the County outside the largest communities. This situation was confirmed for all scenarios: residential, business and anchor institutions.*

The majority of the serviceable locations in the County are classified as served (>100/20). However, there is still a significant need for 1 Gbps broadband. This is confirmed by speed test data that shows no measurements higher than 1000/500. Importantly, a larger sample of speed tests would be desirable to draw more accurate conclusions.

In light of the discrepancies between the CPUC and the FFA datasets, it is important to consider both sources to provide a more comprehensive picture of broadband needs.

2.2 Service Performance

In addition to identifying unserved and underserved areas, it is important to understand the overall performance of broadband services within the County and how the quality of these services is perceived by the users that do have access to broadband.

Download and upload speeds which have been addressed in Section 2.1.1 are the primary performance components. However, other metrics are also relevant, including latency and reliability:

Latency

Latency is defined as the time it takes for a data packet to travel across a network from one point on the network to another. For example, from a smartphone connected to the broadband router to a video streaming server in a data center. It is usually measured as the round-trip delay.

High latency values impact the quality of internet services in general, but particularly those that have an interactive component, such as voice calls, video conference, or online gaming. For this reason, the California Advanced Services Fund (CASF) Broadband Infrastructure Grant and the Federal Funding Account Grant programs establish a maximum round-trip ping time of 50 milliseconds.

While the latest Measuring Broadband America Fixed Broadband Report[17] by the FCC reports median latencies between 7 ms and 25 ms, the results from the Speed Test program in Monterey County show an average latency of 19 ms that varies between 0.66 and 288 ms. The average latency value is acceptable in comparison to the 50 ms limit established by the CPUC. However, there are values that surpass this limit, potentially indicating areas or periods with high latency.

[17] Twelfth Measuring Broadband America Fixed Broadband Report

Reliability

Reliability can be viewed as the capacity of the service to operate as expected without disruptions. Reliability is key to enabling a high-quality user experience and to promote the use of digital services. A broadband service with frequent outages translates into deep dissatisfaction and user frustration as they cannot trust that they will be able to access their services and applications. Lack of reliability puts at risk many end user use cases, such as telehealth, online banking, and business conferences among others.

When asked about their service features, the respondents expressed that reliability was most important to them, being this option had the highest number of respondents. Business respondents have a preference for reliability over speed, as shown in Figure 29 and Figure 30.

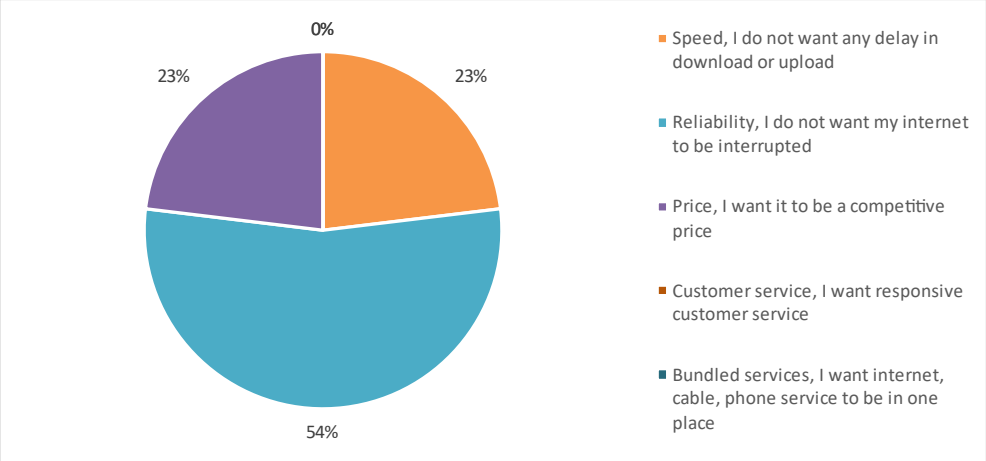


Figure 29. Internet connection reliability perceived by residential respondents.

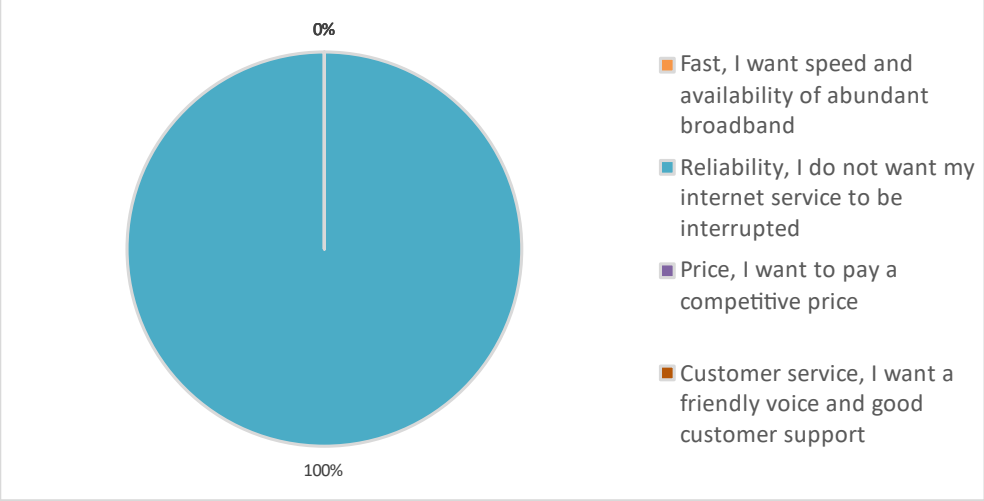


Figure 30. Internet connection reliability perceived by business respondents.

Beyond these metrics, the Needs Assessment Survey provides important insights regarding the perception of broadband services within the County. In this case, 69% of the residential respondents consider that the performance of their service meets their needs (absolutely or for most tasks) and only 27% claim that their performance only meets their requirements for simple tasks or not at all, as shown in Figure 31. Results from the business survey depicted in Figure 32 are similar as 50% of respondents

consider that the performance of their services meets their expectations while 50% think that their service is suitable only for simple tasks.

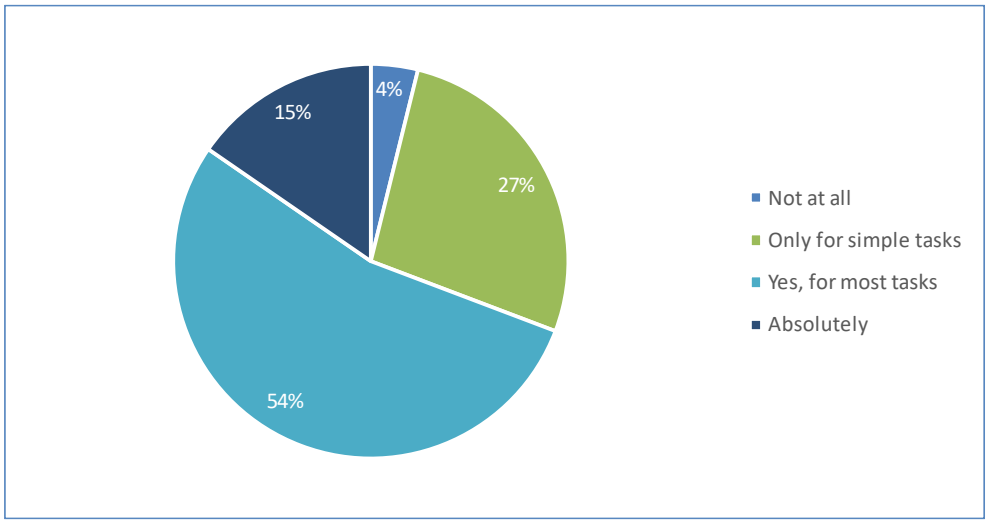


Figure 31. Overall internet service performance satisfaction – residential respondents

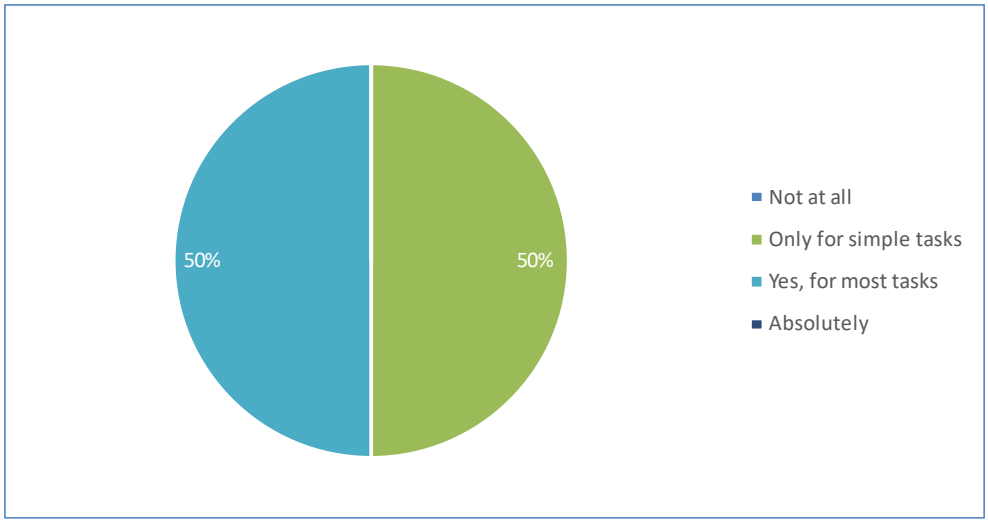


Figure 32. Overall internet service performance satisfaction – business respondents

Through the residential survey, interesting insights about telehealth and learning/remote work were also identified. As illustrated in Figure 33Figure 32, 34% of the respondents do not do telehealth, while 42% would like to have a better connection to leverage telehealth. Furthermore, 18% report that their providers experienced some kind of issue that made it harder for them, evidencing the need for better broadband service in the healthcare sector.

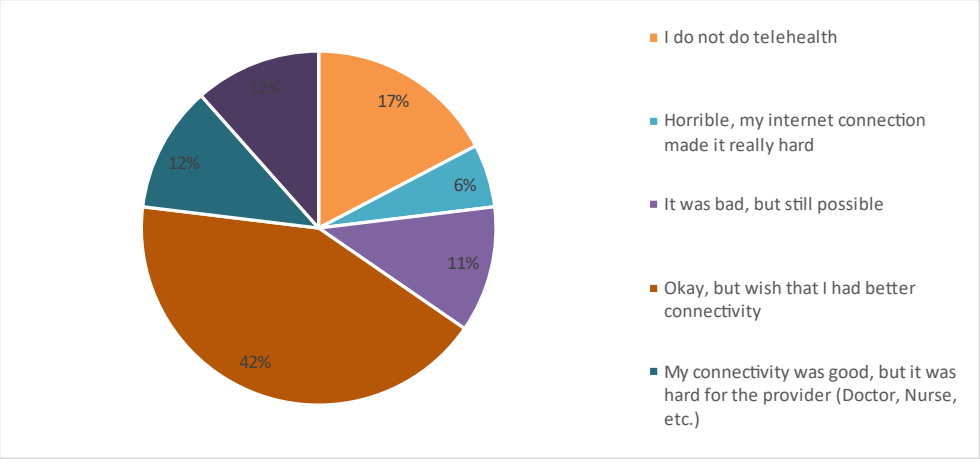


Figure 33. Telehealth experience - residential respondents

Regarding remote learning/work, answers captured in Figure 34 show that only 17% of respondents report their connection as bad or awful in contrast with 44% who report a good or a very good experience. However, 39% would like to have better connectivity.

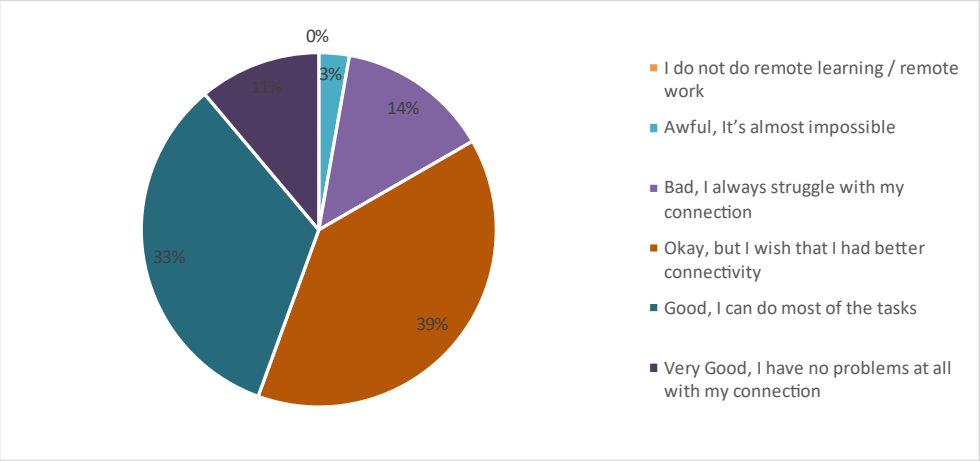


Figure 34. Remote learning / Remote work experience - residential respondents

Despite most of the residential respondents describe as good or very good their service to support telehealth or remote work/learning, there is an important amount who would like to have a better connection. These results are consistent with the service availability analysis, which identified the County as a target for 1G service upgrade.

2.3 Digital Equity

Digital equity is the principle of ensuring that every person has equal access to technology, internet connectivity, and digital skills. It recognizes that today, these resources are essential for full participation in education, employment, and civic life.

Achieving digital equity requires addressing the barriers that contribute to the digital divide, such as limited access to affordable broadband, lack of digital literacy, and disparities in device ownership.

Broadband low adoption rates and lack of access directly impacts quality of life and limits economic, educational, and healthcare opportunities. For that reason, in the 21st century, digital equity is cataloged as a human right. Understanding of the barriers that cause the digital divide helps to implement and develop the right strategies to achieve digital equity.

This section characterizes the status of digital equity regarding three main aspects: broadband affordability, device availability, and digital literacy. Barriers and challenges are identified for each of these aspects based on interviews with key community stakeholders, responses to the Needs Assessment survey, and public data.

2.3.1 Broadband Affordability

Through the Needs Assessment survey was established that 71% of the residential respondents consider that their internet service is expensive or too expensive. Of those, 18% are older than 55 years and 38% are older than 65. Regarding connectivity at home, the survey revealed that only 7% do not have Internet at home. 51% of them claim a lack of providers in their neighborhoods and 25% consider the service too expensive.

The FCC's Affordable Connectivity Program (ACP) aims at improving affordability of broadband services through a $30 subsidy and up to $75 subsidy in Tribal Lands. According to the ACP enrollment tracker from the California Emerging Technology Fund (CETF)[18], there are 61,142 households Monterey County that are eligible for this benefit.

even though the survey revealed that 45% of the respondents are aware of the program. Importantly, 16% of respondents affirm not being eligible for the program or having been rejected for some reason as shown Figure 35.

Regarding the National School Lunch Program, Figure 36 shows that 24% of the respondents do not know if they qualify to receive the program benefits.

As a highlight, the respondents who answered that they are eligible for ACP or National School Lunch Program are mostly women.

[18] California Affordable Connectivity Program Enrollment Tracker (accessed March 2023)

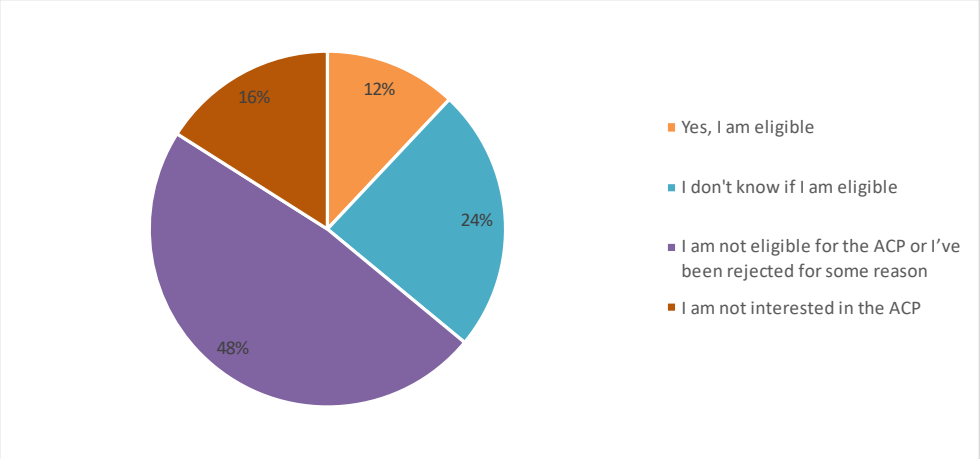


Figure 35. ACP Eligibility awareness

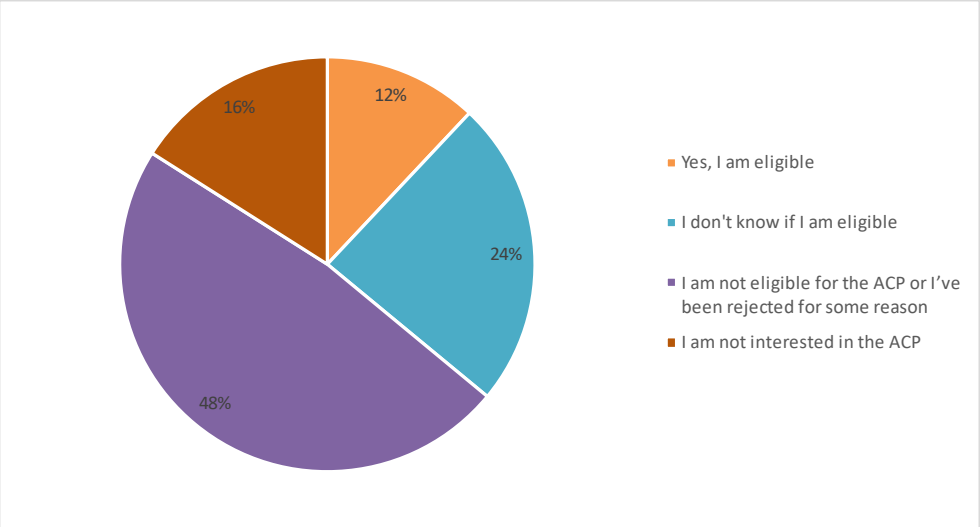


Figure 36. National School Lunch Program Eligibility awareness

The Needs Assessment survey revealed a clear concern regarding the high cost of the internet services. Programs like ACP can help to make access to a high-speed connection more affordable. However, its adoption rate is low (28%), which implies a need to develop strategies and outreach programs to boost enrollment.

As shown in Figure 37, even though 25% of the respondents consider the internet service expensive, only 7% of the respondents do not have internet access at home. The main reasons for not having internet access at home are the high cost of the service and the lack of ISP in their nearby areas.

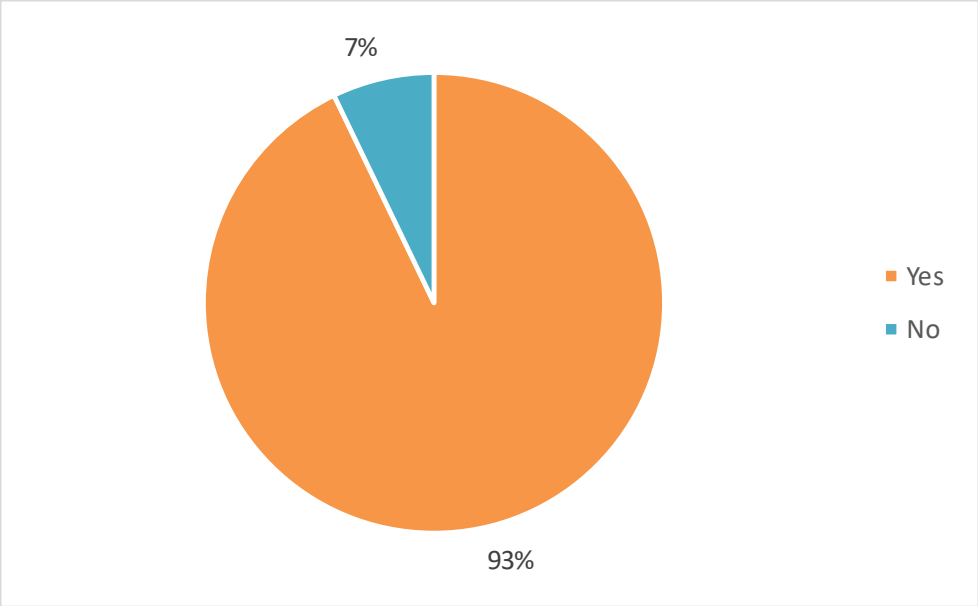


Figure 37. Internet Access at Home

In conclusion, most of the respondents (93%) in Monterey County can afford an internet connection at home. However, this does not mean that all of them have access which meets their expectations or exceeds the 1G service.

2.3.2 Device Availability

Having internet-connected devices at home is essential to make use of broadband services[19]. According to the US Census[20], the percentage of households with at least one computer is 92% for Monterey County.

This data is in alignment with the results from the Needs Assessment Survey, which are depicted in Figure 38. As shown, smartphones and laptops are owned by more than 89% of respondents. In contrast, medical devices and Gaming consoles have the lowest percentages. Furthermore, the Needs Assessment Survey revealed that only 0.3% of the respondents do not own any internet-connected devices.

Importantly, 32% of aging respondents above 55 years old have at least one computer at home and 34% of them have a Smartphone. In contrast, younger respondents between 13 to 54 years old, for which 91% own a laptop or desktop and 89% have a Smartphone.

[19] Smartphones are not considered to be adequate devices for fully accessing the internet.

[20] U.S. Census Bureau, American Community Survey (ACS) and Puerto Rico Community Survey (PRCS), 5-Year Estimates.

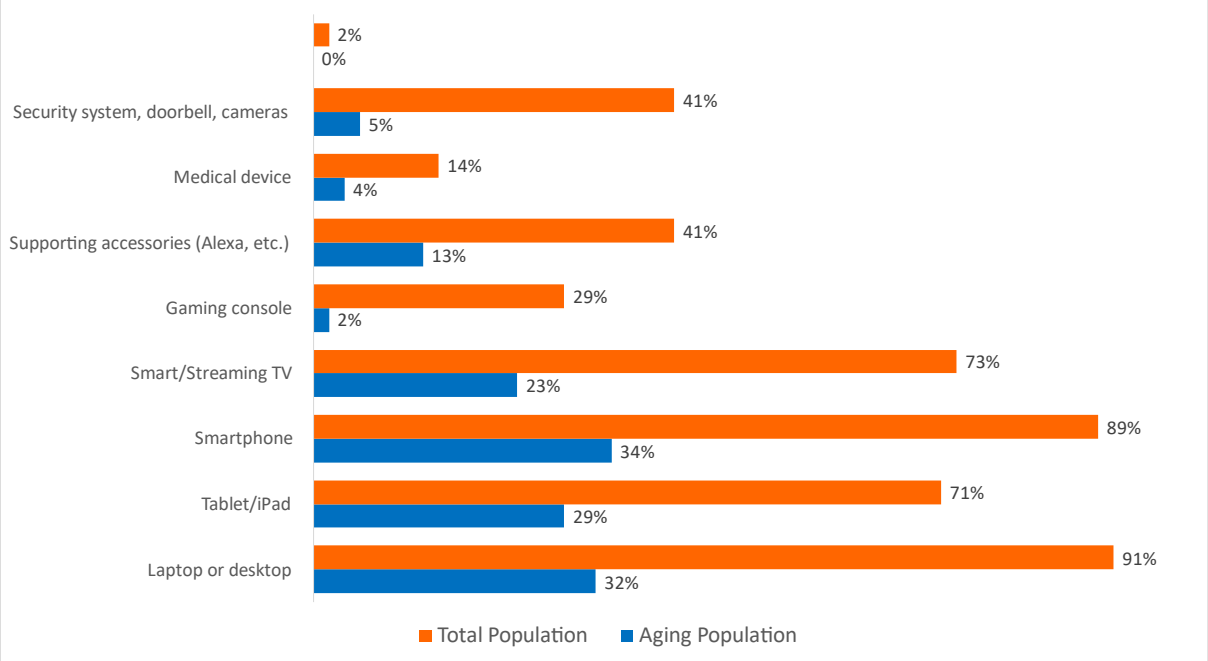


Figure 38. Device availability - Monterey County

Based on the above, it can be concluded that there are important barriers for aging population regarding devices within the County. The existing gap could be closed through programs such as the ACP, which provides one-time discount of up to $100 for a laptop, tablet, or desktop computer.

2.3.3 Digital Literacy

Figure 39 summarizes the digital skills of the respondents to the Needs Assessment Survey. Fundamental internet tasks have the higher levels, including email communication (93%), finding places (91%), and electronic banking (80%).

On the other hand, eCommerce has one of the lowest percentages (52%). Increasing this percentage may represent an opportunity for the Monterey residents to use the internet as a tool to support any type of business, improving Digital Equity.

The survey reveals a significant difference in Digital Literacy between the Aging population and the Total population. Population segments reported not to have the same Digital Skills. The most notable difference was in the percentage of Aging people with Finding Places ability (30%), which was lower than the percentage of the total population (91%).

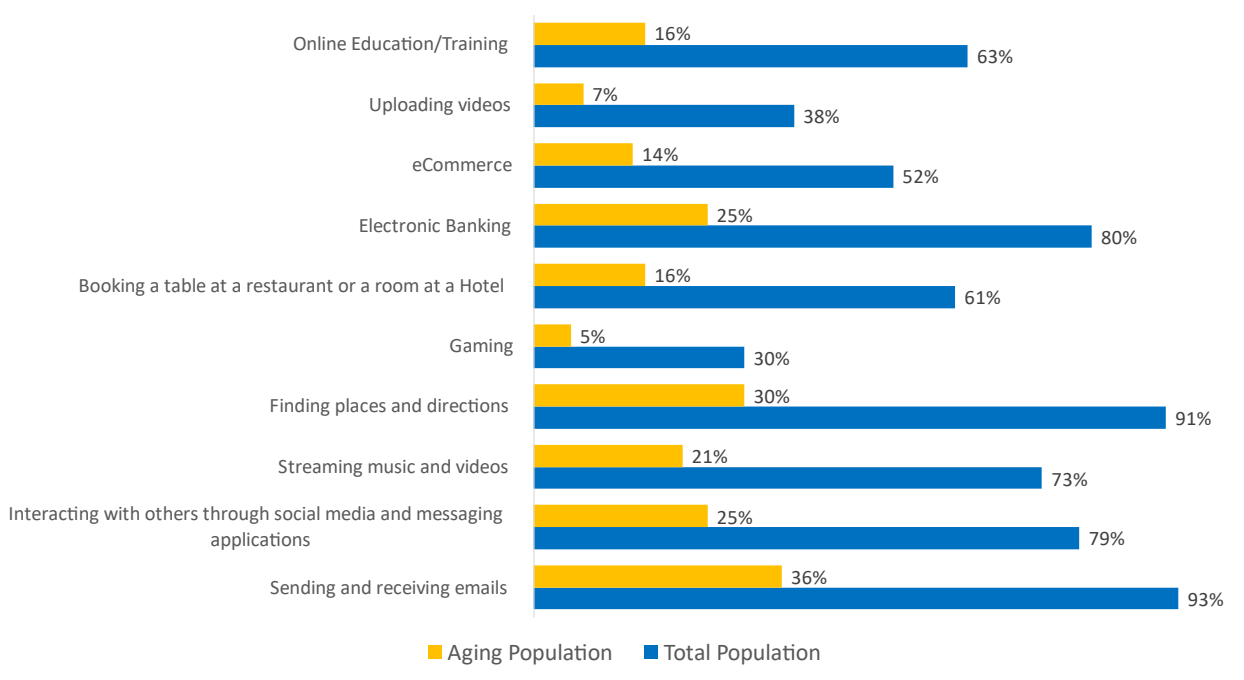


Figure 39. Digital Skills

To broadly enhance digital literacy across the county, the library network would benefit from an increased number of staff members or specially trained volunteers solely dedicated to serving as digital navigators and providing digital literacy training. This would enable them to effectively educate individuals on how to navigate the digital landscape. Additionally, it is crucial to ensure that these resources are available in multiple languages to cater to the diverse linguistic needs of the community. By expanding the library network's capacity in terms of staff and resources, they can play a vital role in equipping individuals with the necessary skills to bridge the digital divide.

2.4 Key Takeaways

- Approximately 97% of Monterey County locations are served, according to FCC data, and 99% of these have access to speeds exceeding 100/20 Mbps. A significant 76.7% of locations in Monterey County lack access to 1G/500 Mbps service, even in well-served areas like Marina, Salinas, Carmel by the Sea, Monterey, Sand City, Seaside, Gonzales, Soledad, Greenfield, and King City.
- In unincorporated areas, 79% of unserved locations exist, with over half of these (51%) located in the remote regions of South County.
- Satisfaction with service performance is low, with only: only 25% are satisfied. Meanwhile, a significant 71% reported issues with telehealth and 38% with remote learning. On the positive side, the average latency of 19ms is below the 50ms CPUC limit, although 6% experienced latency beyond this, impacting time-critical applications.
- A quarter of users (25%) consider their internet connection unreliable, while half (50%) prioritize reliability as the most crucial service characteristic.

Figure 40 and Figure 41 provide a graphical view of the main findings from the needs assessment.

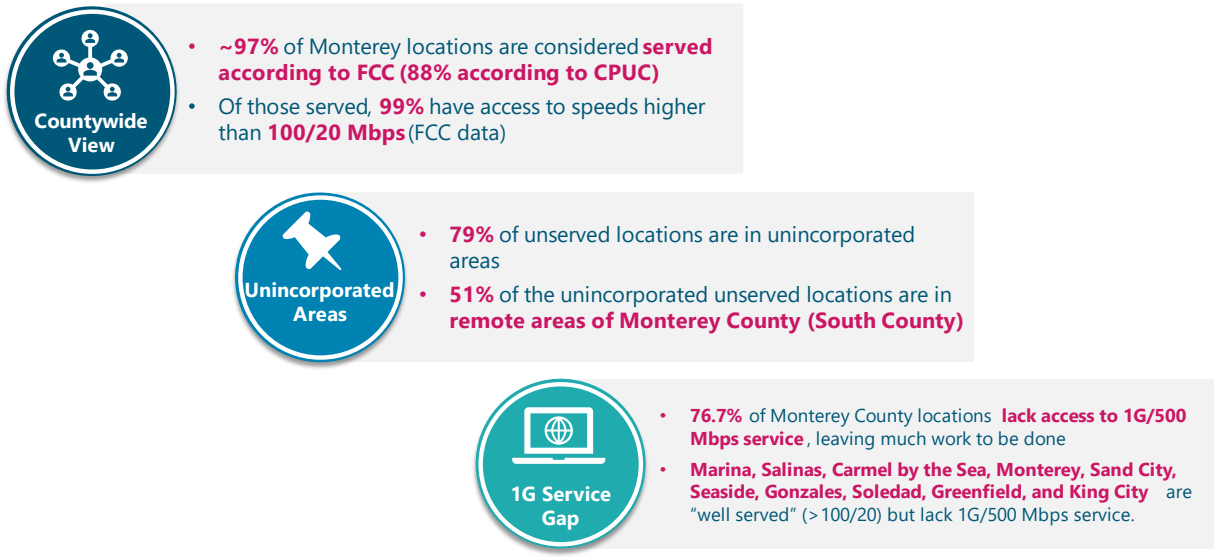


Figure 40. Monterey Service Availability: Key Takeaways

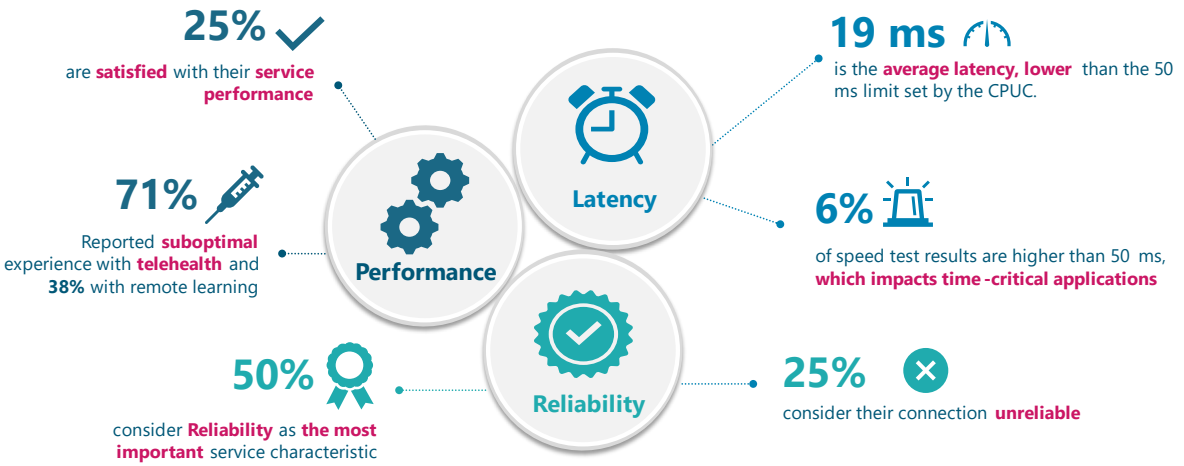


Figure 41. Monterey Service Performance: Key Takeaways



3 Market Analysis

This section characterizes the broadband market in the County, by assessing the current broadband service providers and their offerings, along with their market presence. This enables a deep understanding of the broadband landscape in the County that is necessary to develop effective solutions to address identified gaps.

3.1 Broadband Service Offerings

Broadband service offerings in Monterey County were analyzed in two steps. First, broadband service providers were identified through inspection of the FCC National Broadband Map, desktop research, and results from the speed test program. Then, for each service provider, further research was conducted, including official provider websites and online tools based on provider and user-reported data.

The main aspects analyzed for each provider were available service offerings, broadband technology, speeds, monthly price, and service area. Table 8 summarizes the findings of the analysis for residential services.

Table 8. Residential Broadband Service Offerings.

Service Provider	Broadband Technology	Download / Upload Speeds (Mbps)	Monthly Fee (USD)	Service Area
Wireline Providers				
AT&T	Fiber | Copper	1000	$80.00	• Monterey, Del Monte Forest, Pacific Grove, Sand City, Seaside,

		500	$65.00	Marina, Del Rey Oaks, Salinas (full) • Prunedale, Las Lomas, Aromas, Spreckels (partial)
		300	$55.00	
Charter (Spectrum)	Cable	1000	$89.99	• King City, Greenfield, Soledad, Gonzales, Prunedale, Chualar (partial)
		500	$69.99	
		300	$49.99	
Xfinity (Comcast)	Cable	1200/20	$80	• The primary active areas include Monterey, Del Monte Forest, Carmel Valley, Pacific Grove, Sand City, Seaside, Marina, Del Rey Oaks, and Salinas (full). • Lack of presence in central and southern cities such as Gonzales, Soledad, and Greenfield. There is only partial presence in King City.
		1000/20	$75	
		800/20	$65	
		400/10	$45	
		200/10	$25	
		75/10	$20	
Wireless Providers				
AT&T	Unlicensed FWA	1000	$80.00	• Monterey, Del Monte Forest, Pacific Grove, Sand City, Seaside, Marina, Del Rey Oaks, Salinas (full) • Prunedale, Las Lomas, Aromas, Spreckels (partial)
		500	$65.00	
		300	$55.00	
Razzolink	Licensed FWA	100	$59.95	• Monterey, Pacific Grove, Carmel by the Sea, Del Rey Oaks, Gonzales, Greenfield, Marina, Sand City, Seaside, Soledad, King City, Salinas (full)
		10	Unknown	
Surfnet Communications	Unlicensed FWA	50/10	$119.96	• Elkhorn (full)
		15/4	$79.96	
		10/3	$55.96	
Cruzio Internet	Unlicensed FWA	Up to 100 Mbps	$44.95	• Pajaro (full)
T-Mobile	Licensed FWA	Up to 100/20	Starting at $50/month	• Monterey, Pacific Grove, Carmel by the Sea, Del Rey Oaks, Gonzales, Greenfield, Marina, Sand City, Seaside, Soledad, King City, Salinas (full)
Verizon	Licensed FWA	Up to 1000/10	$70.00	• Monterey, Greenfield, Soledad, Carmel by the Sea, Salinas (full)
		Up to 300/10	$50.00	
Note: Single quantity service speed refers to the download speed.				

According to Table 8, Salinas, Monterey, Pacific Grove, Marina, Seaside, and Sand City are the cities with the highest number of ISPs. There are several wireless providers in the County, from small providers like RazzoLink to mobile operators offering FWA service like T-Mobile and AT&T. FWA is the most common technology implemented by broadband providers, with six wireless providers in the County. However, only one of them provides services above 100/20 Mbps, and none of the wireless providers offers services above 1 Gbps.

The majority of the wireline providers in the County offer 100/20 and 1000/500 services and have coverage in most of the cities. AT&T, the main incumbent, provides services in all the cities.

In terms of pricing, Comcast offers services equal or higher to 100/20 for a price below the average price in California of $34.66 [21]per month. The cheapest 100 Mbps service is offered by Comcast for $25.00 per month. In contrast, wireless providers have higher prices and lower speeds mainly due to technology limitations and the cost of operation in remote areas. For example, Surfnet offers a 10/3 service for $55.96.

In the case of business service offerings, the results are captured in Table 9.

Table 9. Business Broadband Service Offerings.

Service Provider	Type of Service (Note 2)	Download / Upload Speeds (Mbps)	Monthly Fee (USD)	Service Area
Wireline Providers				
AT&T	HSI	5000 2000 1000	$395.00 $225.00 $160.00	See Table 8
Charter (Spectrum)	HSI	1000 600 300	$164.99 $99.99 $49.99	See Table 8
Xfinity (Comcast)	HSI	1250 750 500 250 100 50	$349.99 $249.99 $179.99 $119.99 $79.99 $49.99	See Table 8
Wireless Providers				
AT&T	HSI	100	$100.00	See Table 8

[21] https://docs.fcc.gov/public/attachments/DA-22-1338A1.pdf

		50 25	$80.00 $70.00	
Razzolink	HSI	100 35	Unknown Unknown	See Table 8
Surfnet Communications	DIA	100/20 40/20	$349.95 $239.95	See Table 8
Cruzio Internet	DIA	1000	$499.00	See Table 8
T-Mobile	HSI	Up to 182	Starting at $50/month	See Table 8
Verizon	HSI	940 500 200	$249.00 $129.00 $69.00	See Table 8
Note 1: Single quantity service speed refers to the download speed. Note 2: Type of service is either High Speed Internet (HSI), which is a best-effort offering, or Direct Internet Access (DIA) which accounts for a enterprise based service with a tight service level agreement (SLA).				

The Cities of Salinas, Monterey, Pacific Grove, Marina, Seaside, and Sand City have a rich offering of business services. However, service offerings for the rest of the County are limited. Business plans above 1 Gbps are only offered by wireline providers with prices above the average for HSI, which is $150 per month. In addition, wireless providers offer plans with limited speeds and higher prices.

3.2 Service Provider Choice

Another important metric to characterize the broadband market is the number and type of available service providers by census block, particularly those with fiber service offerings, since this is an indicator of the level of competition.

According to the Benton Institute for Broadband & Society, a served area with limited provider options typically result in higher prices and limited choices for end users.

The FCC National Broadband Map Dataset was used to perform this analysis, considering providers that offer services with speeds of at least 100 Mbps download, 20 Mbps upload. The results in Table 10 show that 34% of the Census blocks in Monterey County are not served by any ISP. The Cities of Marina, Monterey Sand City, and the unincorporated areas reported the highest percentage of census blocks without ISPs providing services above 100/20. There are several census blocks in the southern, central, coastal, and unincorporated areas with limited ISP coverage or only one ISP serving the area. These results indicate that there is a significant gap in terms of broadband market competition in the County.

Table 10. Service Provider Choice based on census block level data.

	ISPs by Community based on Census Blocks			
Community	**3+ ISPs**	**2 ISPs**	**1 ISP**	**No ISP**
Marina	41 | 20.7%	71 | 35.9%	30 | 15.2%	56 | 28.3%
Salinas	442 | 39.4%	609 | 54.2%	10 | 0.9%	62 | 5.5%
Carmel-by-the-Sea	26 | 13.8%	159 | 84.1%	0 | 0.0%	4 | 2.1%
Del Rey Oaks	13 | 76.5%	3 | 17.6%	0 | 0.0%	1 | 5.9%
Monterey	289 | 50.0%	159 | 27.5%	10 | 1.7%	120 | 20.8%
Pacific Grove	29 | 6.0%	275 | 56.6%	153 | 31.5%	29 | 6.0%
Sand City	2 | 7.4%	13 | 48.1%	2 | 7.4%	10 | 37.0%
Seaside	169 | 43.4%	167 | 42.9%	10 | 2.6%	43 | 11.1%
Gonzales	16 | 16.7%	62 | 64.6%	1 | 1.0%	17 | 17.7%
Soledad	16 | 9.6%	129 | 77.2%	2 | 1.2%	20 | 12.0%
Greenfield	0 | 0.0%	123 | 77.4%	5 | 3.1%	31 | 19.5%
King City	11 | 6.6%	118 | 71.1%	6 | 3.6%	31 | 18.7%
Other Areas in Monterey County	169 | 4.9%	746 | 21.4%	579 | 16.6%	1,985 | 57.0%
Total	**1,223 | 17.3%**	**2,634 | 37.2%**	**808 | 11.4%**	**2,409 | 34.0%**

Figure 42 to Figure 45 provide a geographical view of the number of fiber service providers available throughout the County. Where no fiber provider is available, the census block is colored based on the technology available: cable, copper, or Fixed Wireless Access.

As shown, FWA, cable, and copper are the prevailing technologies. However, fiber coverage is relatively limited, with only 20% of the census blocks (1,468 blocks) being served with fiber.

The areas with two or more providers are primarily located in Salinas, Monterey, and Pacific Grove. These cities have a significant amount of fiber coverage, providing residents with multiple options for broadband service.

On the other hand, unincorporated areas in the County have the highest number of census blocks served by FWA. Additionally, there are several blocks located in unincorporated areas without a single ISP. The southern part of the County is particularly affected, with virtually no ISPs available in those areas.

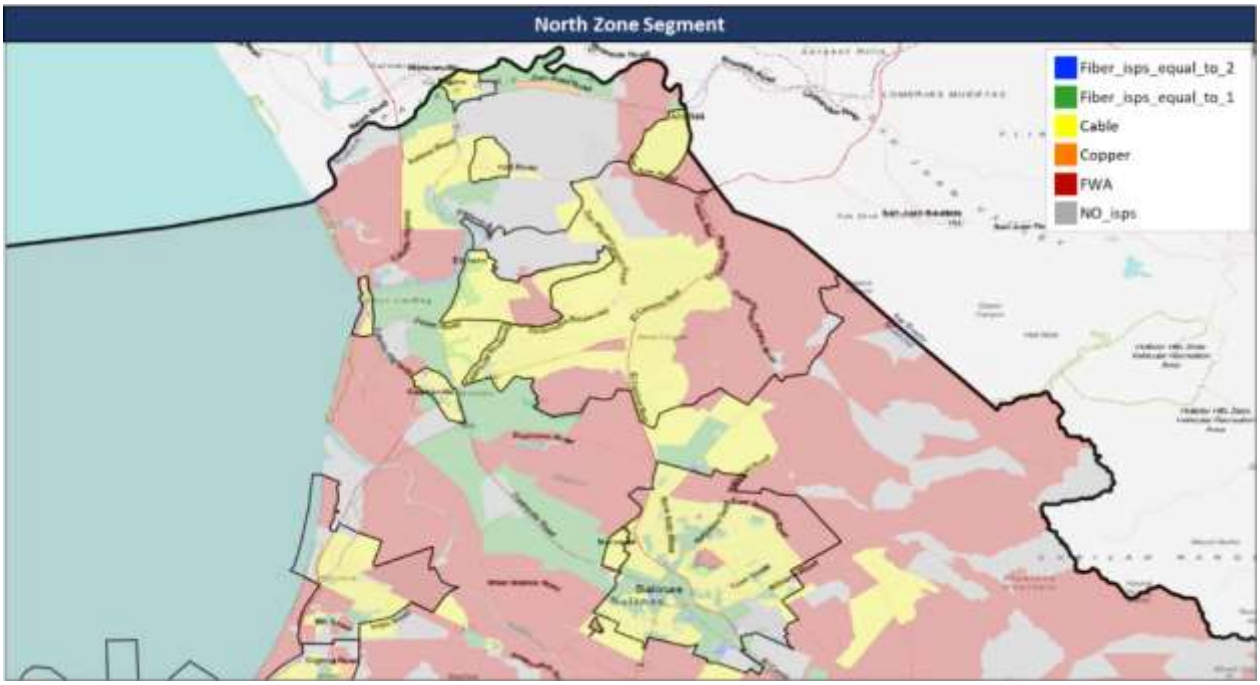


Figure 42. Number of ISP options offering broadband service > 100/20 by Census Block. – North Zone

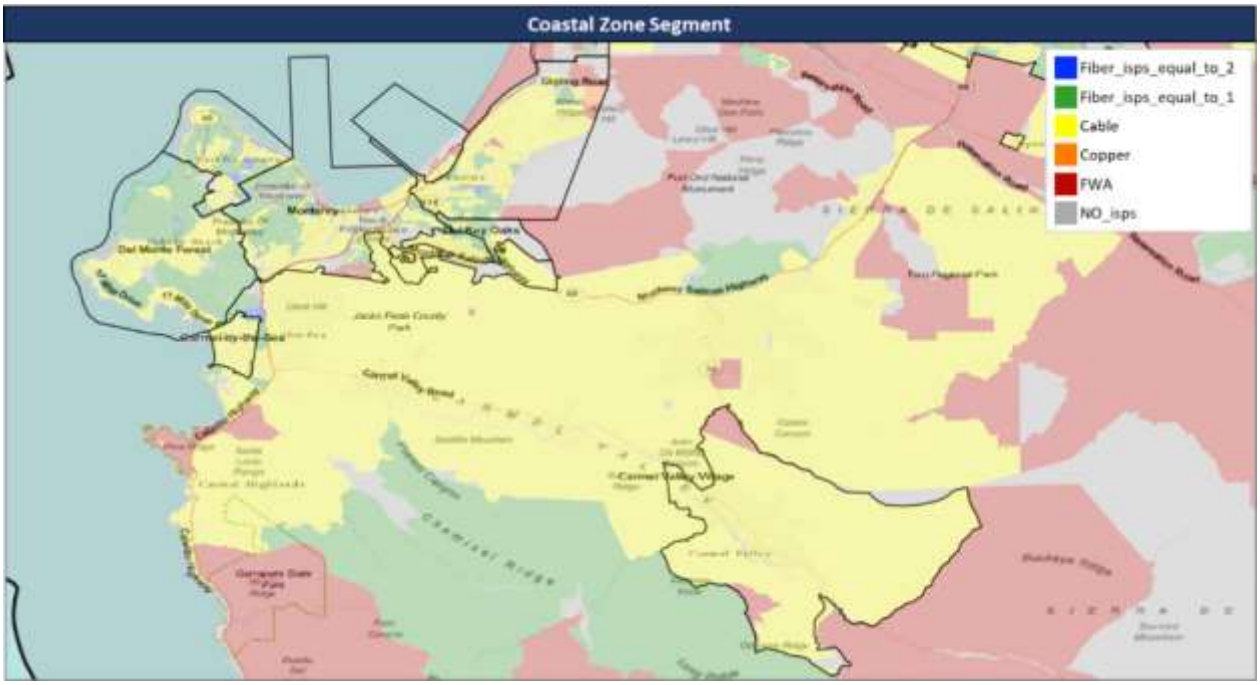


Figure 43. Number of ISP options offering broadband service > 100/20 by Census Block. – Coastal Zone

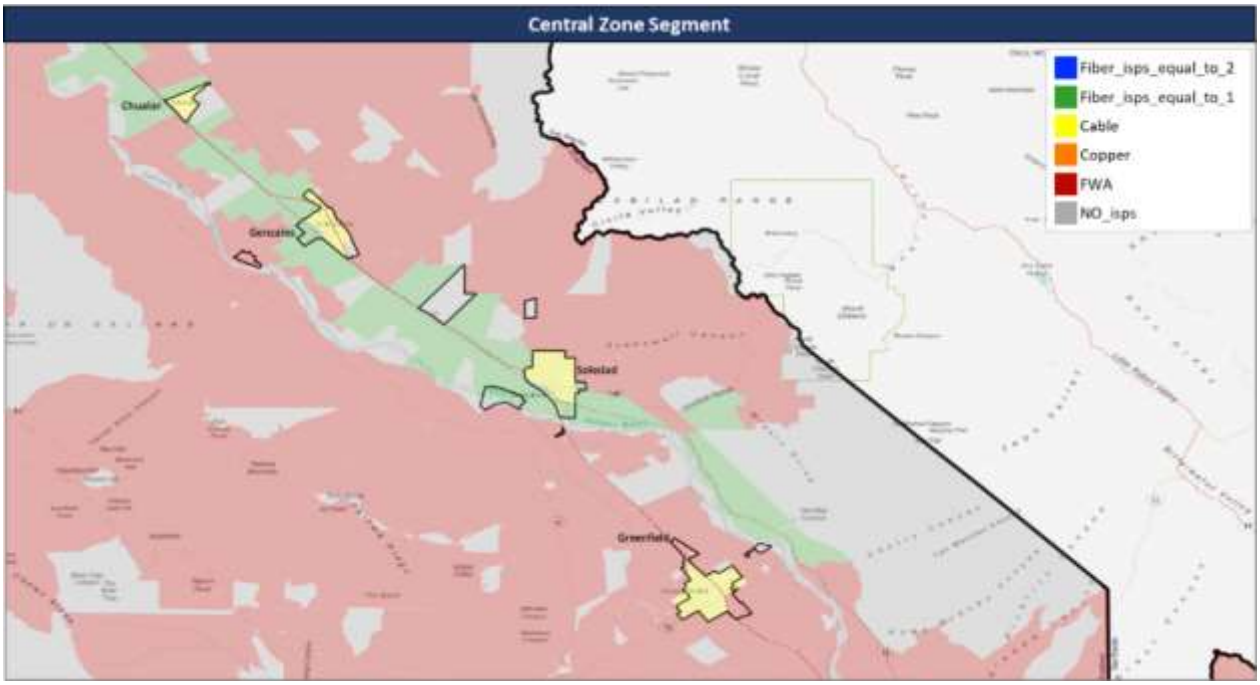


Figure 44. Number of ISP options offering broadband service > 100/20 by Census Block. – Central Zone

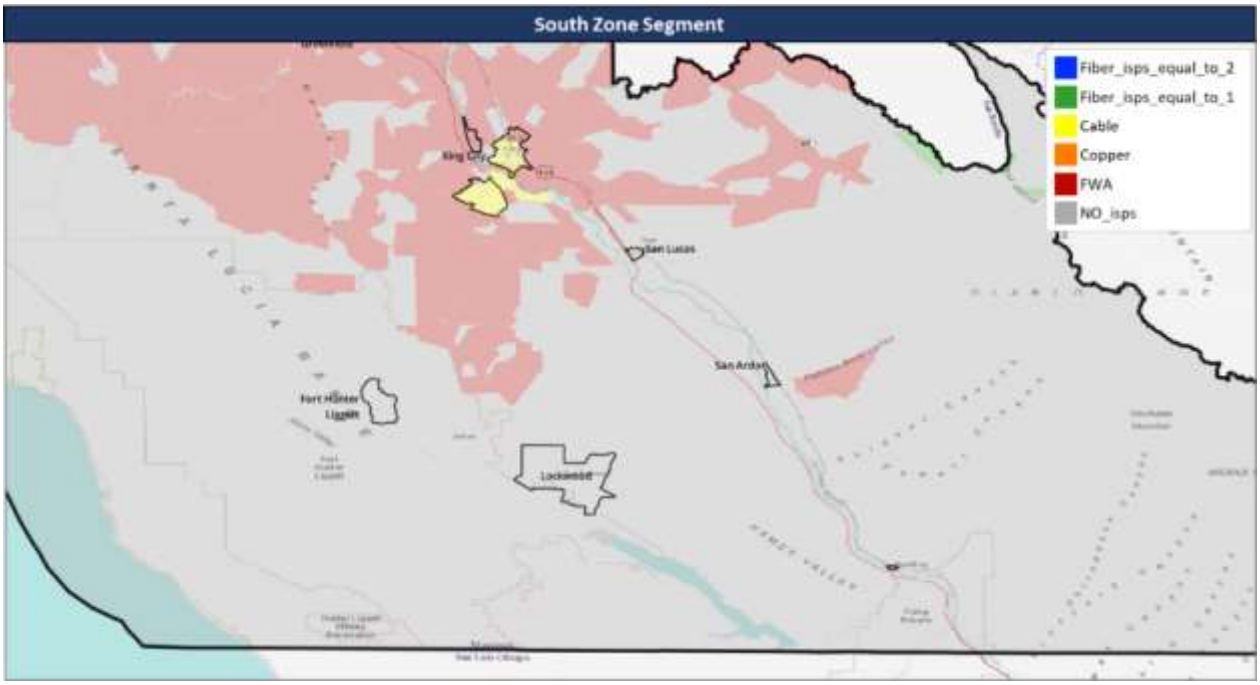


Figure 45. Number of ISP options offering broadband service > 100/20 by Census Block. – South Zone

The results above are complemented with Speed Test data. As shown in Table 11,Figure 34, and Figure 35, Charter Communications and Comcast (Xfinity) are the predominant service provider in the County with 60% of the measurements.

Additionally, the Needs Assessment Survey respondents confirm this trend with 13% of respondents being served by Charter and 27% by Comcast.

Table 11. Speed test distribution by ISP.

ISP	Total Speed Tests	Unserved (<25/3)	Underserved (25/3 to 100/20)	Served (100/20 to 1000 / 500)	1G Served (> 1000/ 500)
AT&T Inc	5	5	0	0	0
Charter Communications Inc	47	4	37	6	0
GeoLinks	1	0	1	0	0
Optimum	3	0	2	1	0
Ranch Wifi LLC	1	1	0	0	0
Razzolink Inc.	9	9	0	0	0
Xfinity	68	11	28	29	0
Other	57	25	23	9	0
Total	**191**	**55**	**91**	**45**	**0**

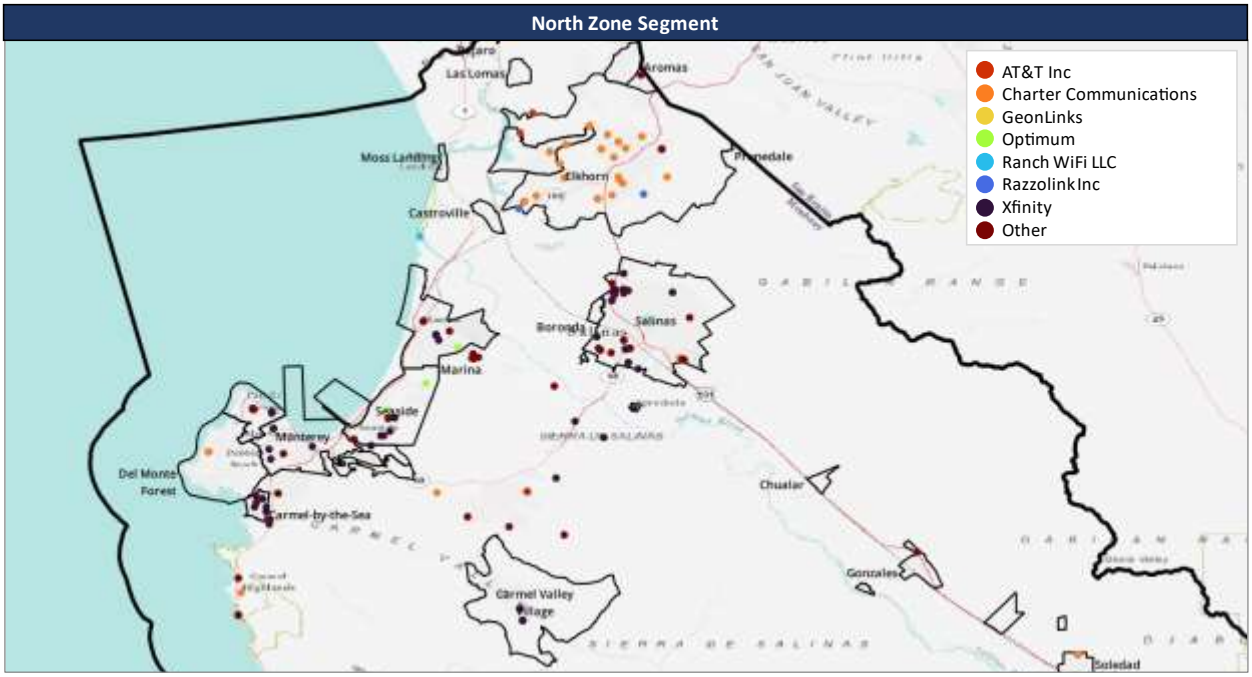


Figure 46. Speed test distribution by ISP – North Zone

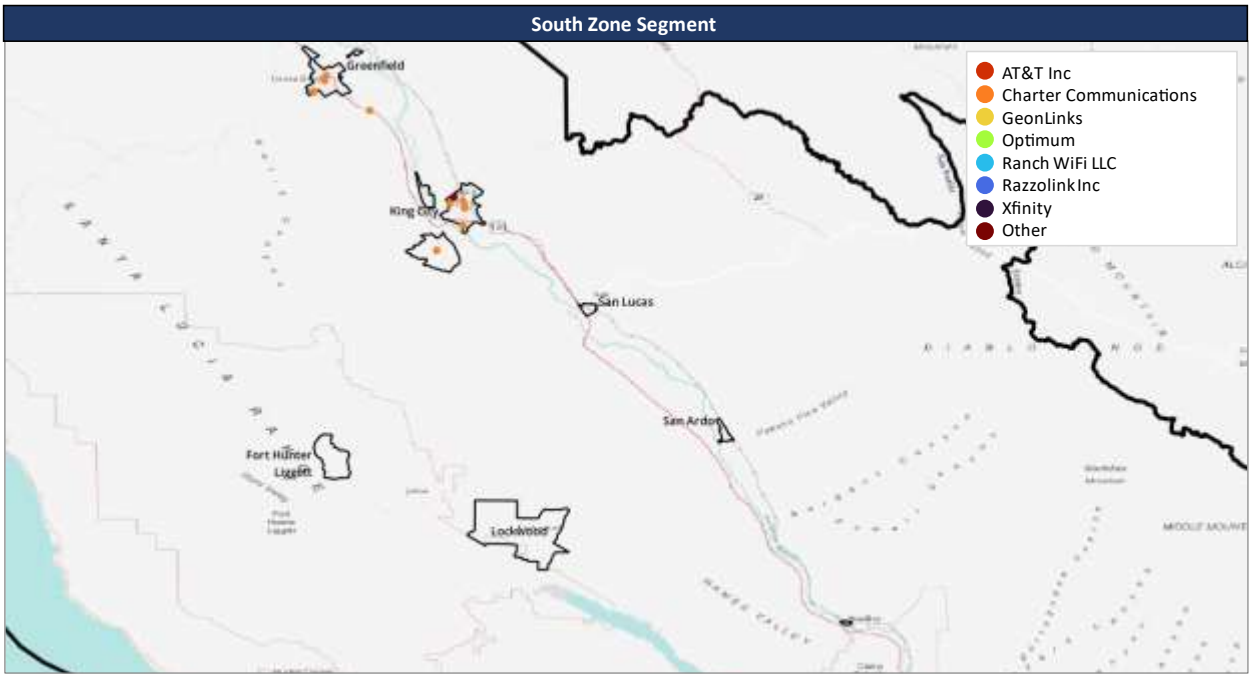


Figure 47. Speed test distribution by ISP – South Zone

Monterey County has a limited choice of broadband services outside the cities, and to some extent within the cities too. This results in several areas with a de facto monopoly that impacts the community as they are at risk of getting subpar service, high prices, and insufficient investment from broadband providers.

3.3 Key Takeaways

- Monterey County's broadband market presents a diverse landscape, with various service providers offering both wireline and wireless solutions. The County's analysis of residential broadband service offerings reveals that wireline providers include AT&T, Charter Communications (Spectrum), and Comcast (Xfinity). These providers offer a range of competitive services, spanning from 100/20 to 1000/500 Mbps, at relatively affordable monthly rates. Comcast, in particular, stands out for its pricing, with services above 100/20 Mbps available at prices below the California average.
- Wireless broadband providers in Monterey County boasts a variety of providers, including AT&T, Razzolink, Surfnet Communications, Cruzio Internet, T-Mobile, and Verizon. Despite the choice, these providers often struggle with higher prices and lower speeds due to the challenges of offering wireless services in remote areas. Surfnet Communications, for example, provides a 10/3 service for $55.96, highlighting the price limitations in these regions.
- When examining business service offerings, a slightly different picture emerges. Providers like AT&T, Charter Communications, and Comcast offer HSI and DIA services with speeds ranging from 100 Mbps to 5000 Mbps. These high-speed business plans come at a cost, with prices exceeding the average HSI pricing of $150 per month.



4 Broadband Asset Inventory

An up-to-date and reliable Asset Inventory provides a holistic view of the existing infrastructure and allows the identification of potential infrastructure that can be leveraged for broadband deployment, lowering the cost to expand broadband to unserved and underserved areas.

An Asset Inventory GIS Package which is a compendium of files documenting the broadband assets across the County, was developed by collecting data from public data sources and from local agencies through the Data Collection Guide, including County staff from the Information Technology (IT), Public Works, Administrative Services and Planning Departments.

An overview of the existing and planned infrastructure documented in the inventory is provided below:

4.1 Public Buildings & Facilities

In Monterey County, there are 113 facilities controlled by local governments, as shown in Figure 36 and Figure 37. There are 833 anchor institutions distributed across the County, 607 in the cities and 226 in unincorporated areas, including schools, healthcare facilities, and public safety facilities, among others.

Even when these assets are considered as “broadband serviceable locations”, they also can host network equipment, reducing the need for communication central offices and remote huts.

Table 12. Facilities connectivity status

Community	Total County-owned Facilities	On-Net Facilities	Off-Net Facilities
Marina	7	7	0
Salinas	33	33	0
Carmel-by-the-Sea	1	1	0
Del Rey Oaks	1	1	0
Monterey	6	6	0
Pacific Grove	2	2	0
Sand City	1	1	0
Seaside	9	8	1
Gonzales	2	2	0
Soledad	3	3	0
Greenfield	2	2	0
King City	6	6	0
Other Areas in Monterey County	40	32	5
Total	**113**	**104 | 92%**	**6 | 5%**

Table 12 summarizes the connectivity status of these facilities. Facilities and anchor institutions connected to the city private fiber network are classified as On-Net. Otherwise, they are considered as Off-Net. Salinas City has the highest rate of On-Net facilities, which is expected since it owns a large fiber network. The data reveals that the majority of the facilities are already on-net, meaning they are connected to the City or County network infrastructure. These on-net facilities can serve as Points of Presence (PoPs) to extend connectivity to areas that have connectivity needs.

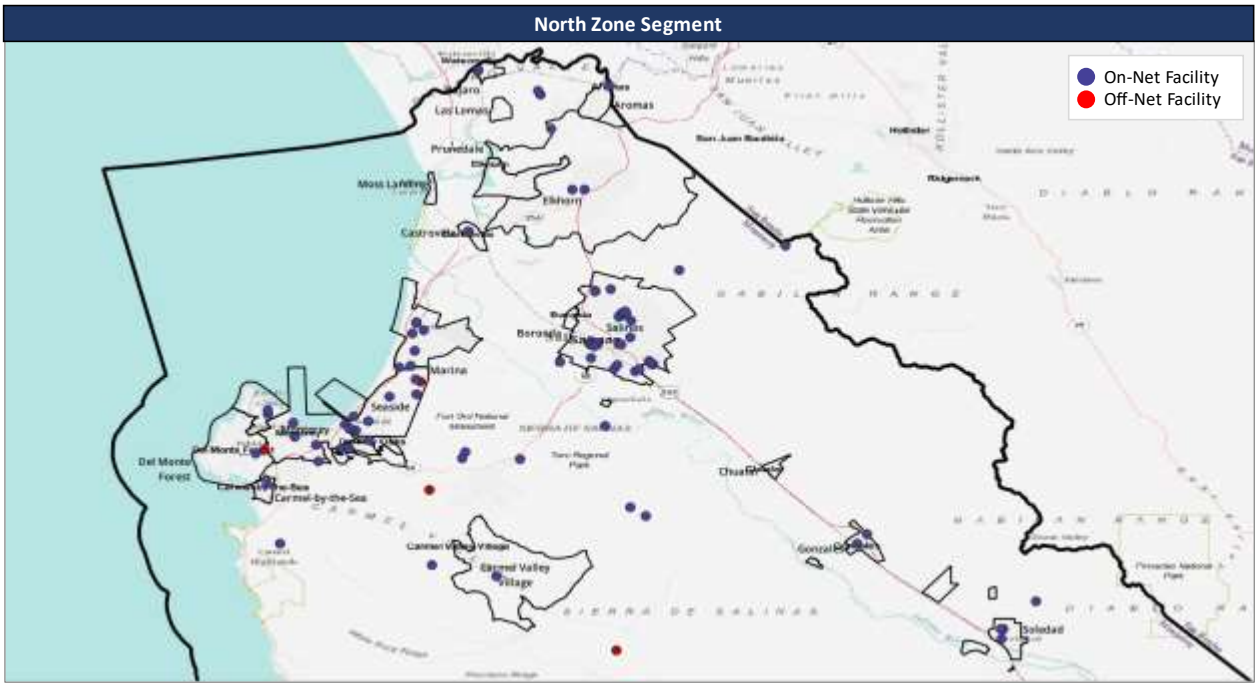


Figure 48. On Net/Off Net Facilities -- North zone

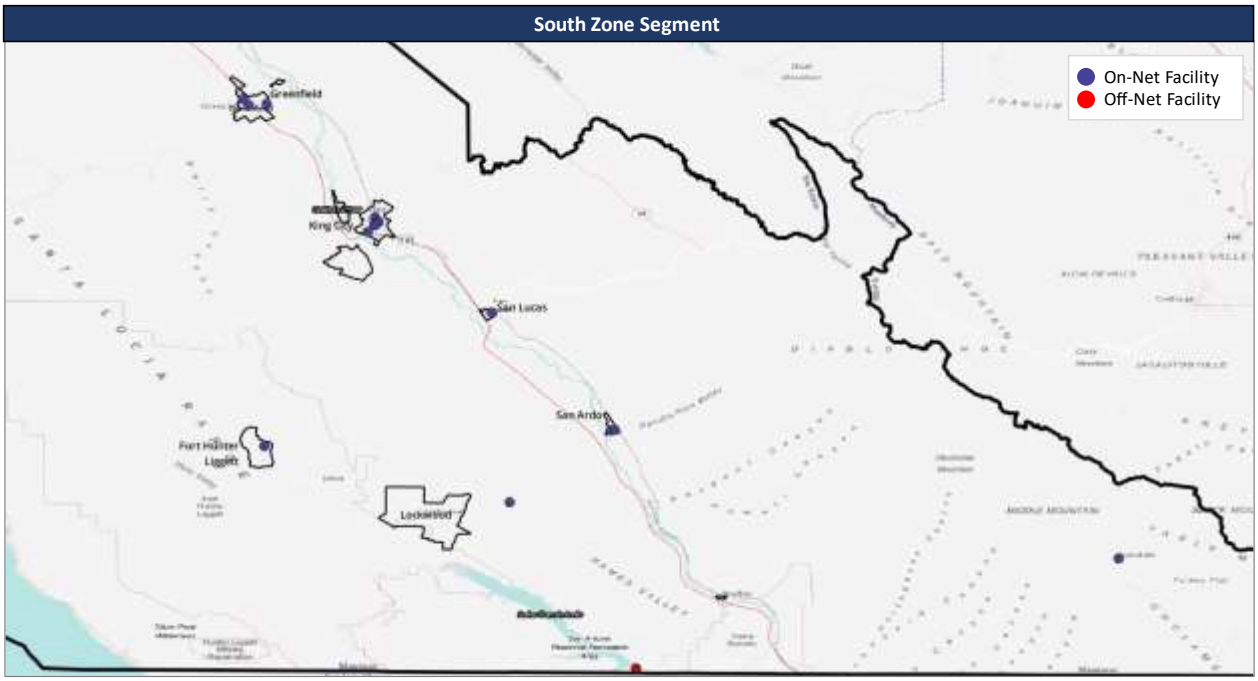


Figure 49. On Net/Off Net Facilities -- South zone

4.2 Fiber & Conduit Infrastructure

The data described in this section was provided by Monterey County during the Data Collection process.

Monterey County-owned fiber infrastructure

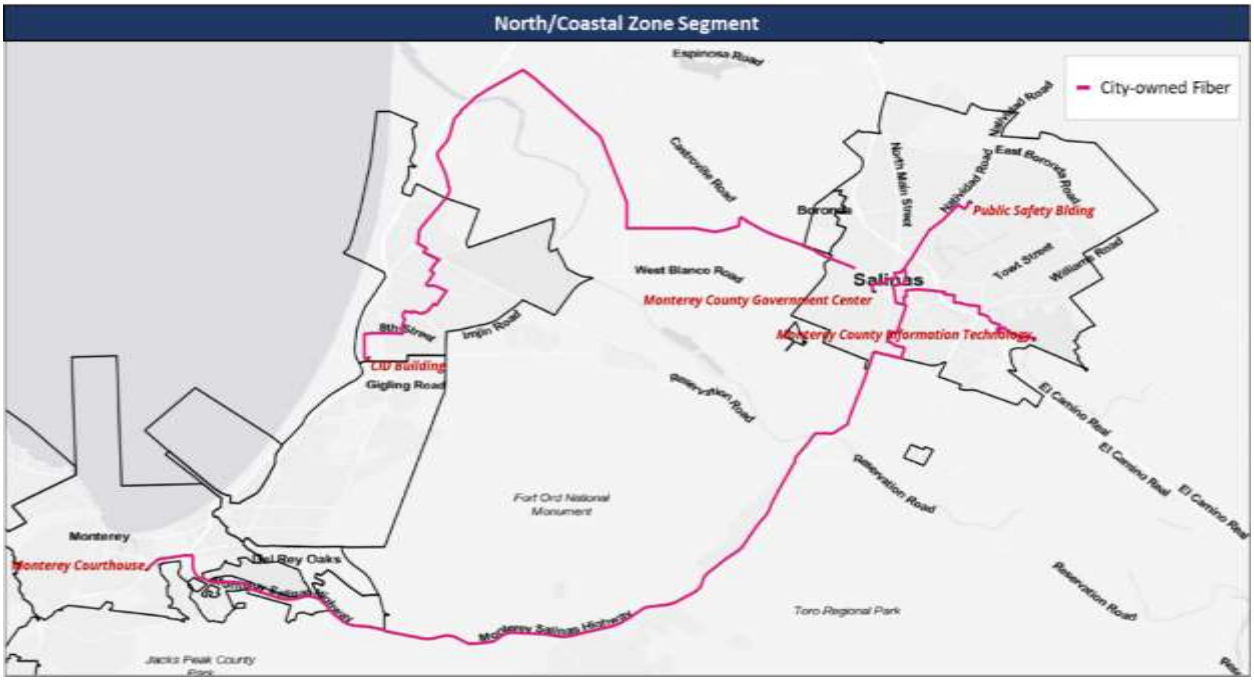


Figure 50. City-owned Fiber

As shown in Figure 50, the fiber is utilized to establish connectivity between facilities located in Marina, Monterey, and Salinas. It is worth noting that the fiber infrastructure is primarily utilized by the public safety and justice departments, highlighting its importance in supporting critical operations and communication within these sectors.

Figure 51 shows the existing County-owned fiber infrastructure, including poles (106), splices cases (69), manholes (54) and laterals primarily located in the cities of Monterey, Marina, and Salinas. This infrastructure can serve as a foundation for laying fiber optic cables and expanding broadband connectivity throughout the County.

shows the existing fiber routes owned by the County which adds up to 44 miles of fiber. The fiber infrastructure is primarily used to connect five key facilities: the Criminal Investigation Command in Marina, the Monterey Courthouse in Monterey city, the County Government Center, County Information Technology, and Public Safety Building in Salinas.

Table 13. City-owned Fiber Length

Community	Total County Facilities Connected	Total Length [km]
Marina	1	26
Monterey	1	30.6
Salinas	3	13.9
Total	**5**	**70.5**

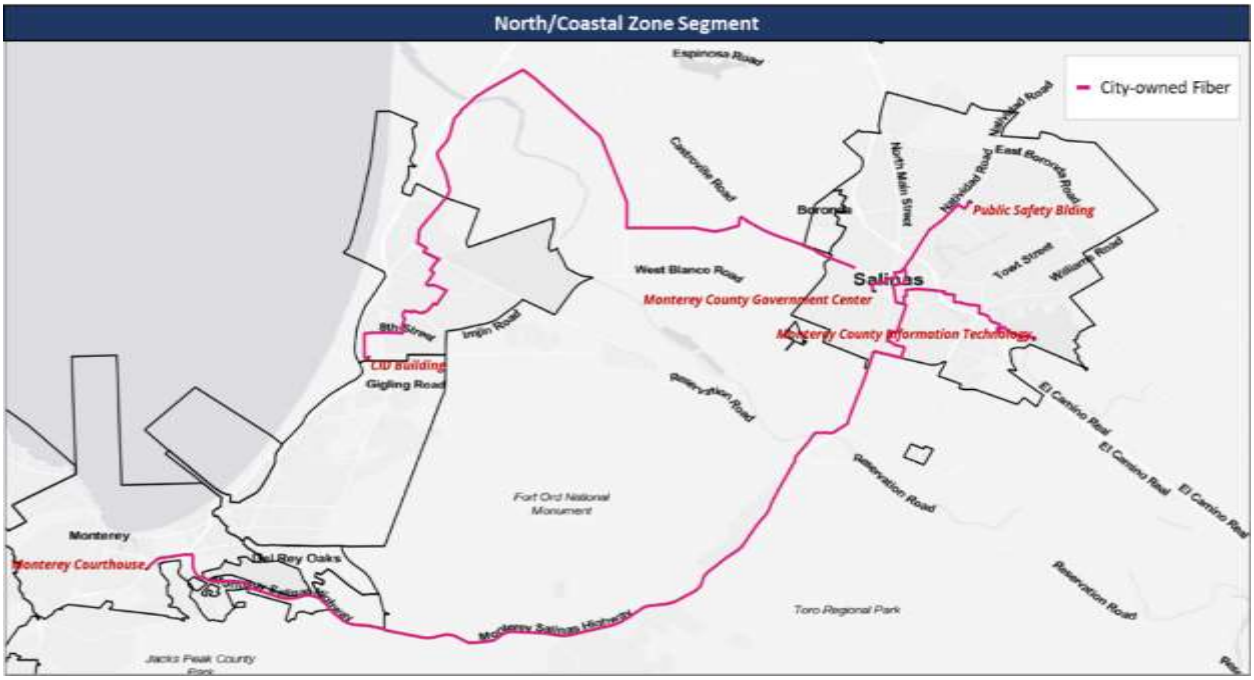


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Figure 51. Existing Fiber Infrastructure

By leveraging the existing utility infrastructure, broadband providers can reduce the cost and time required for deployment, enabling faster and more efficient broadband expansion.

It is crucial to emphasize the need for completing an inventory of existing fiber infrastructure, as answers from multiple cities were not received to complete the present report. In addition, The County representatives have confirmed that there aren't any projects for the deployment of new city-owned fiber infrastructure.

4.2.1 California Middle Mile

The California Middle Mile Broadband Initiative (MMBI) also known as GoldenStateNet[22] (GSN) is the middle mile open-access network consisting of 10,000 route miles that is a central component of SB-156, currently under construction with a $3.87 billion budget allocated for the buildout.

This middle mile network will ensure better and more connectivity throughout the State of California and improve the economics of last mile networks, particularly in rural areas.

On the 21st of July, California Department of Technology (CDT) announced a two-phase approach for the construction of the MMBI, with Phase 1 consisting of 8,300 miles and Phase 2 of 1,700 miles of middle mile fiber. The main distinction between the two phases is that Phase 1 has already been funded while funding for Phase 2 has not. Figure 52 shows the fiber route for the two phases within Monterey County, which comprises a total of 181 miles, 153 in Phase 1 and 28 in Phase 2. In Phase 1, the route follows the existing railroad that extends from Watsonville in Santa Cruz County to San Luis Obispo County. This route crosses several cities in Monterey County, including Salinas, Gonzales, Soledad, Greenfield, and King City. Additionally, Phase 1 offers two distinct routes into San Benito County. The first route involves following the existing railroad from Pajaro to Aromas in the northern area of the County, while the second route follows Spence Rd and Old Stage Rd near Salinas.

[22] https://goldenstatenet.org/ (accessed March 2023)

Phase 2 extends the Middle Mile network, connecting to Phase 1 in Castroville. From there, it follows Cabrillo Hwy, enabling access to the coastal zone, which includes cities such as Marina, Seaside, Sand City, Del Rey Oaks, Monterey, and Pacific Grove. Additionally, under Phase 2, a branch is proposed to connect the Monterey Regional Airport via Monterey-Salinas Hwy.

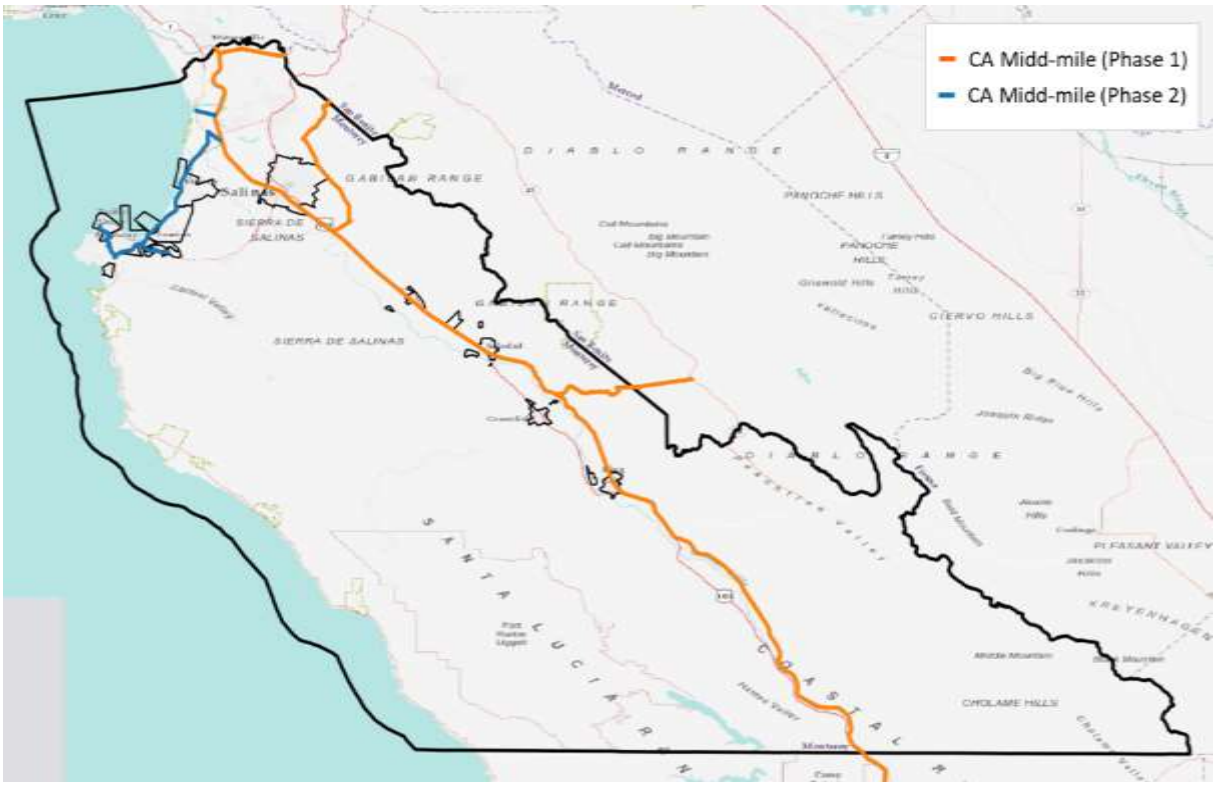


Figure 52. California MMBI July 21st Phased Approach.

On September 15th, CDT announced the commitment to build the full 10,000 miles on the MMBI design and the elimination of the phased approach. The middle mile construction commenced in October 2022 in the San Diego area and there is a statutory requirement to complete the entire network by end of December 2026.

While CDT has deprecated the notion of phases for the buildout of the California MMBI, the terms Phase 1 and Phase 2 CDT route are used throughout this report to distinguish the portion of the MMBI that has already been funded (Phase 1) from that one that has not (Phase 2).

GoldenStateNet could be key to simplify and speed up the development of last-mile access for Monterey County. However, this will depend on the timing of its construction and the establishment of potential synergies with ISP partners and other initiatives within the County.

4.3 Capital Improvement Program Projects

The Five-Year Capital Improvement Plan (CIP) is focused on identifying facilities and infrastructure improvements. Monterey County has a total of 19 CIP infrastructure projects. Infrastructure projects can be leveraged for broadband deployments, particularly those that involve road construction, street major repairs, and pipeline maintenance, replacement, or deployment.

Roads or street infrastructure projects provide an opportunity to deploy fiber conduit alongside the major arterials and corridors. By integrating fiber optic cables or conduits during the construction phase, the business case for broadband deployment is greatly improved. Bridge replacements projects should also be leveraged for fiber or conduit deployment.

Table 14 contains examples of CIP projects with potential to include fiber lines or conduits.

Table 14. CIP in Monterey County

Name	Type	Funding Status	Project Phase
Nacimiento Lake Drive Bridge No. 449	Bridges	Fully Funded	Design/Planning
Davis Road Bridge Replacement and Road Widening	Bridges	Fully Funded	Design/Planning
Robinson Canyon Rd Bridge Scour Repair	Bridges	Fully Funded	Design/Planning
Gonzales River Bridge Replacement Project	Bridges	Fully Funded	Design/Planning
Hartnell Road Bridge Replacement	Bridges	Fully Funded	Design/Planning
Johnson Road Bridge Replacement	Bridges	Fully Funded	Design/Planning
Laguna Seca Track Resurfacing	Roads	Fully Funded	Design/Planning
Laureles Grade Rd and Carmel Valley Rd Roundabout	Roads	Fully Funded	Design/Planning
Rogge Road Intersection Improvements	Roads	Fully Funded	Design/Planning
Gloria, Iverson & Johnson Cyn Rd. Rehabilitation	Roads	First Year Funded	Design/Planning
Alisal Rd. Rehab - Salinas Limits to Hartnell Rd	Roads	Fully Funded	Design/Planning
Viejo Road - Shoulder and Asphalt Repair	Roads	Fully Funded	Design/Planning
Countywide Striping Program - Contracted Year 1	Roads	Fully Funded	Design/Planning
Old Stage Rd Rehabilitation - Alisal to Esperanza	Roads	Fully Funded	Design/Planning
Blackie Road Extension	Roads	Fully Funded	Design/Planning
Palo Colorado MP 4.0 to MP 7.8 Emergency	Roads	Fully Funded	Design/Planning
Nacimiento-Fergusson Rd Overlay	Roads	Fully Funded	Design/Planning
Blackie Rd Overlay - Commercial Pkwy 2.8mi E	Roads	Fully Funded	Design/Planning
San Miguel Canyon Rd/Castroville Blvd Roundabout	Roads	Fully Funded	Design/Planning

Figure 53 shows the location of 5 CIP Projects focused on bridge replacements. It is important to notice that the replacements are in the northern zone of the County.

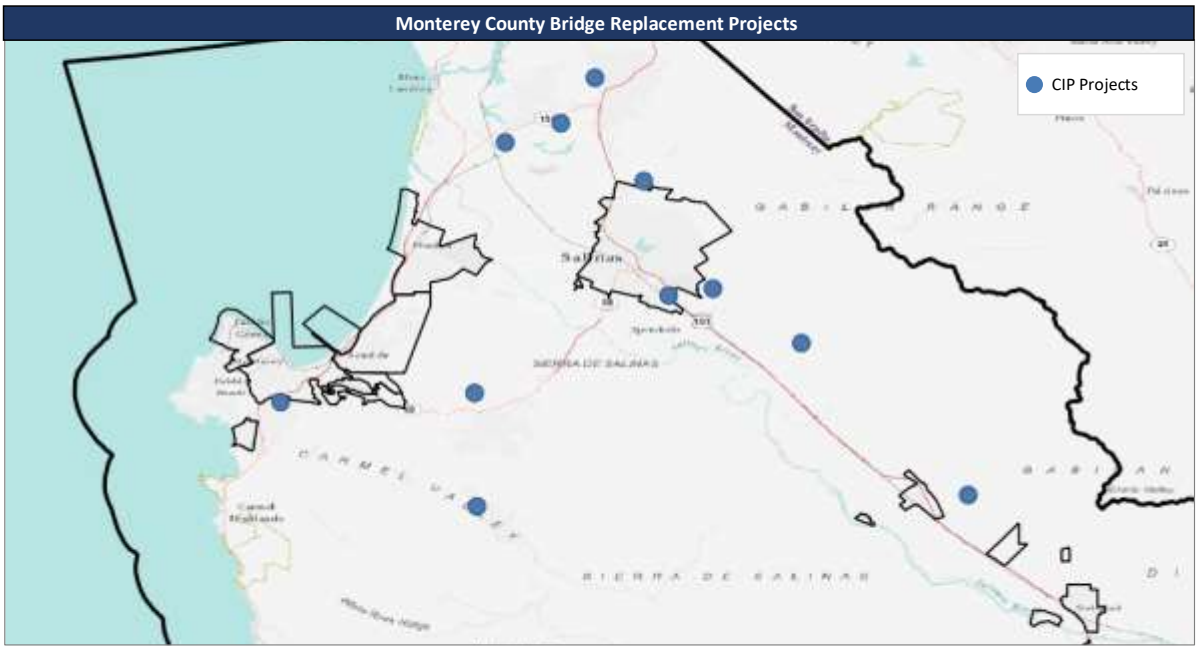


Figure 53. Monterey County Bridge Replacement Projects



5 Analysis of Network Solutions

The broadband landscape in Monterey County has been meticulously characterized in Sections 2 through 4, delving into aspects such as broadband service availability, performance, affordability, digital literacy, and service offerings, identifying needs, opportunities, and assets.

This section represents an inflection point as Sections 5 to 7 encompass the development of solutions and strategies to address the identified needs and opportunities, according to the process illustrated in Figure 54. The previous sections focus on data compilation and analysis, while Sections 5 to 7 leverage this compiled data to craft a broadband strategy.



Figure 54. Countywide Broadband Strategy Stepwise Process.

- **Identify Broadband Opportunity Zones.** Identification of areas that represent opportunities for broadband deployment due to existing need or lack of competition, based on location density,

existing service level and potential revenues. This includes areas suitable for fiber and FWA networks.

- **Develop Conceptual Designs.** Creation of a fiber or FWA conceptual design for each broadband opportunity zone, leveraging existing infrastructure and the California MMBI whenever possible. Based on conceptual designs, cost estimates are obtained and provided as input for the financial analysis.
- **Assess Operating Models.** Operating models are evaluated for each opportunity zone based on the assessment of available funding sources, financial viability, and potential partners to arrive at a recommended scenario and strategy.

Section 5 covers the first two steps of the process above, including the identification of fiber and FWA broadband opportunity zones and the development of conceptual designs and associated cost estimates. Section 6 addresses the assessment of operating models. Lastly, Section 7 integrates the implementation strategy and recommendations into a coherent action plan to achieve the objectives set forth as part of this project.

5.1 Broadband Opportunity Zones

The analysis in the previous sections revealed that 3.1% of locations in Monterey County are unserved according to FCC data and 12.4% according to CPUC data. The majority of unserved locations are in isolated areas outside of the incorporated communities. Furthermore, in areas that are served (> 100/20), there is limited access to 1 Gbps / 500 Mbps services as only 23.3% of locations in the County are 1G served. In addition, there is a limited choice of broadband services throughout the County, resulting in several areas with a de facto monopoly.

To address the identified issues, the concept of Broadband Opportunity Zones is introduced. Broadband Opportunity Zones are those areas that are attractive for broadband deployment. These areas contain sufficient density to ensure cost-effective deployment and a market environment lacking intense competition often referred to as a "virtual monopoly." These conditions will attract new fiber-based or FWA-based entrants, reducing the amount of unserved and underserved locations in the County and increasing access to 1G services and market competition.

Broadband opportunity zones are identified through clustering algorithms and GIS analysis. First, Fiber Opportunity Zones are defined algorithmically based on the following criteria:

a) Maximum of 1 fiber ISP with service area < 60%
b) Location density > 500 locations per square mile

For each fiber opportunity zone, the potential revenue is estimated based on the number of unserved, underserved, served, and 1G served locations using FCC data.

FWA opportunity zones are determined for the remaining areas, according to the following criteria:

a) Unserved and underserved locations with fiber availability < 60%
b) Location density > 40 locations per square mile

For each FWA opportunity zone, the potential revenue is estimated based on the number of unserved and underserved locations.

52 fiber opportunity zones and 12 FWA opportunity zones were identified based on the process above. Table 15 and Table 16 capture the main attributes for fiber and FWA opportunity zones, respectively.

Table 15. Fiber Opportunity Zones

Cluster ID	Cluster Name	Area w/ Fiber [%]	Serviceable Location Density [locations/sq mile]	Addressable Market [locations]	Unserved & Underserved Locations FCC	Unserved Locations CPUC
K	Greenfield	0%	1,461	3,392	48 | 1.4%	155 | 4.5%
AJ	Carmel Valley Village	0%	475	1,578	31 | 2.0%	112 | 7.1%
V	Quail Meadows	0%	717	769	41 | 5.3%	21 | 6.7%
BA	Serra Village	0%	848	744	1 | 0.1%	11 | 1.5%
AS	Carmel Valley Golf Club	0%	438	700	24 | 3.4%	12 | 5.0%
W	Buena Vista Middle School	0%	910	594	0 | 0.0%	0 | 0.0%
AL	Prune Tree Center	0%	466	552	2 | 0.4%	26 | 12.8%
AD	Pine Canyon	0%	1,436	533	0 | 0.0%	71 | 12.6%
AF	Carmel Highlands	0%	488	478	0 | 0.0%	20 | 6.3%
AA	Prunedale Elementary School	0%	501	330	0 | 0.0%	1 | 0.9%
M	River Run Rd	0%	1,417	329	0 | 0.0%	0 | 0.0%
AC	Langley Canyon Rd	0%	495	325	0 | 0.0%	3 | 0.8%
Y	Ambler Park	0%	893	319	1 | 0.3%	4 | 1.7%
AW	Crazy Horse Club	0%	659	316	0 | 0.0%	3 | 1.4%
L	Indian Spring Park	0%	636	300	0 | 0.0%	4 | 1.0%
S	Spreckels	0%	2,262	269	0 | 0.0%	1 | 0.4%
AI	Corral Country Club	0%	506	263	0 | 0.0%	16 | 7.0%
AE	Carmel Valley High School	0%	461	251	0 | 0.0%	1 | 0.7%
AX	West Prunedale	0%	1,387	240	0 | 0.0%	0 | 0.0%
F	Moro Rd	0%	496	228	0 | 0.0%	3 | 1.1%
AT	Pond Derosa Lane	0%	500	220	0 | 0.0%	0 | 0.0%
AV	Elkhorn	0%	400	171	0 | 0.0%	580 | 69.8%

AM	Arrow Transportation Company	0%	1,868	135	0 | 0.0%	134 | 100.0%
AO	San Ardo	0%	1,038	132	132 | 100.0%	147 | 100.0%
J	Cachagua Creek	0%	713	109	45 | 41.3%	296 | 94.3%
AU	San Lucas	0%	909	87	87 | 100.0%	89 | 100.0%
AH	White Rock Lake	0%	1,071	81	0 | 0.0%	97 | 90.7%
AG	Jolon Rd	0%	1,200	57	57 | 100.0%	117 | 100.0%
AP	Soledad Prison Rd	0%	967	55	55 | 100.0%	43 | 100.0%
T	Valley Oaks Mobile Park	0%	4,058	41	41 | 100.0%	17 | 100.0%
AN	Pajaro River	0%	1,365	40	0 | 0.0%	30 | 7.8%
AR	Pajaro Valley Golf Club	2%	512	211	0 | 0.0%	14 | 5.8%
D	Charter Oak Blvd	4%	1,281	922	0 | 0.0%	0 | 0.0%
G	Las Lomas	5%	774	570	4 | 0.7%	0 | 0.0%
AQ	Aromas	5%	580	233	0 | 0.0%	1 | 1.6%
H	Soledad	6%	1,861	3,887	20 | 0.5%	166 | 4.3%
I	King City	8%	1,291	2,750	36 | 1.3%	75 | 2.8%
N	Gonzales	9%	1,407	1,822	48 | 2.6%	89 | 4.8%
U	Sillman Rd	9%	1,112	45	43 | 95.6%	27 | 100.0%
Q	North Seaside	12%	696	930	3 | 0.3%	55 | 6.3%
E	Castroville	13%	1,868	1,205	1 | 0.1%	40 | 3.3%
AB	Chualar	14%	1,436	200	0 | 0.0%	4 | 2.7%
AK	Carmel by the Sea	15%	1,137	4,967	2 | 0.0%	88 | 1.8%
R	Marina	17%	1,029	5,752	74 | 1.3%	692 | 12.0%
O	Del Monte Ave	17%	3,429	394	0 | 0.0%	6 | 1.6%
C	South Seaside	22%	1,653	8,434	4 | 0.0%	381 | 4.0%
Z	Salinas	23%	1,440	28,965	254 | 0.9%	1,367 | 4.7%
P	Del Monte Golf Club	24%	826	1,396	4 | 0.3%	191 | 9.0%
X	Pajaro	29%	946	354	3 | 0.8%	13 | 3.6%
B	West Monterey	34%	1,045	3,449	12 | 0.3%	111 | 3.2%
A	Pacific Grove	57%	1,331	6,757	44 | 0.7%	146 | 2.2%
AZ	Padre Lane	58%	538	146	12 | 8.2%	1 | 0.6%
Total				**87,027**	**1,129 | 1.3%**	**5,481 | 6.3%**

Table 16. FWA Opportunity Zones

Cluster ID	Cluster Name	Area w/ Fiber [%]	Serviceable Location Density [locations/sq mile]	Addressable Market [locations]	Unserved & Underserved Locations FCC	Unserved Locations CPUC
3	Bald Mountain	0%	8	3,449	40 | 1.2%	14 | 100.0%
11	Pfeiffer Big Sur State Park	0%	28	298	297 | 99.7%	264 | 100.0%
6	Lockwood	0%	9	297	295 | 99.3%	345 | 100.0%
5	Bryson	0%	11	139	139 | 100.0%	125 | 100.0%
10	Soledad Correctional Facility	0%	86	87	83 | 95.4%	95 | 100.0%
4	Ranchito Canyon	0%	12	83	83 | 100.0%	68 | 100.0%
13	Parkfield	0%	10	53	53 | 100.0%	26 | 100.0%
12	Blackie Rd	0%	228	50	49 | 98.0%	63 | 41.4%
8	Indian Valley Rd	0%	10	37	37 | 100.0%	34 | 100.0%
9	Julia Pfeiffer State Park	0%	17	31	31 | 100.0%	29 | 100.0%
7	Cabrillo Hwy	0%	54	29	29 | 100.0%	25 | 100.0%
2	North Prunedale	3%	68	1,599	1,127 | 70.5%	1,320 | 82.5%
Total				**6,152**	**2,263 | 36.8%**	**2,408 | 39.1%**

Findings regarding the fiber opportunity zones are set forth below:

- For most of the fiber opportunity zones, fiber service offerings are available in less than 20% of the serviceable locations, with only seven of them above this threshold, confirming the opportunity for a new fiber entrant.
- In general, the percentage of unserved locations is low, which means that the main problem in the opportunity zone is market competition and lack of 1G services.
- The cities that are part of the South Salinas Valley Broadband Authority (SSVBA[23]), i.e., Salinas, Soledad, Gonzales, King City and Greenfield, are included as fiber opportunity zones. In addition, the cities of Pacific Grove, Marina, and Carmel by the Sea are also considered.
- While approximately one half of the fiber opportunity zones present a location density higher than 1,000 locations per square mile, most of the broadband opportunity zones have an addressable market of less than 1,000 locations, representing a potential challenge as ISPs are

[23] SSVBA will deploy open-access municipal broadband across Soledad, Gonzales, Greenfield, King City, and unincorporated D3 Monterey County.

usually interested in larger markets. This can be addressed through engagement and negotiations with ISPs where the municipality offers a friendly environment for deployment.

In the case of FWA opportunity zones the following observations can be made:

- In contrast to the fiber opportunity zones, FWA opportunity zones have in general a higher percentage of unserved locations.
- The addressable market for 10 of the 12 FWA opportunity zones (83%) consists of less than 300 locations. The FWA solution can address these areas in a cost-effective manner.
- The location density threshold was relaxed for some opportunity zones in order to capture as many unserved locations as possible, resulting in 8 zones below the 40 locations / sq mile.

Figure 55 to Figure 61 show map views of the identified opportunity zones.

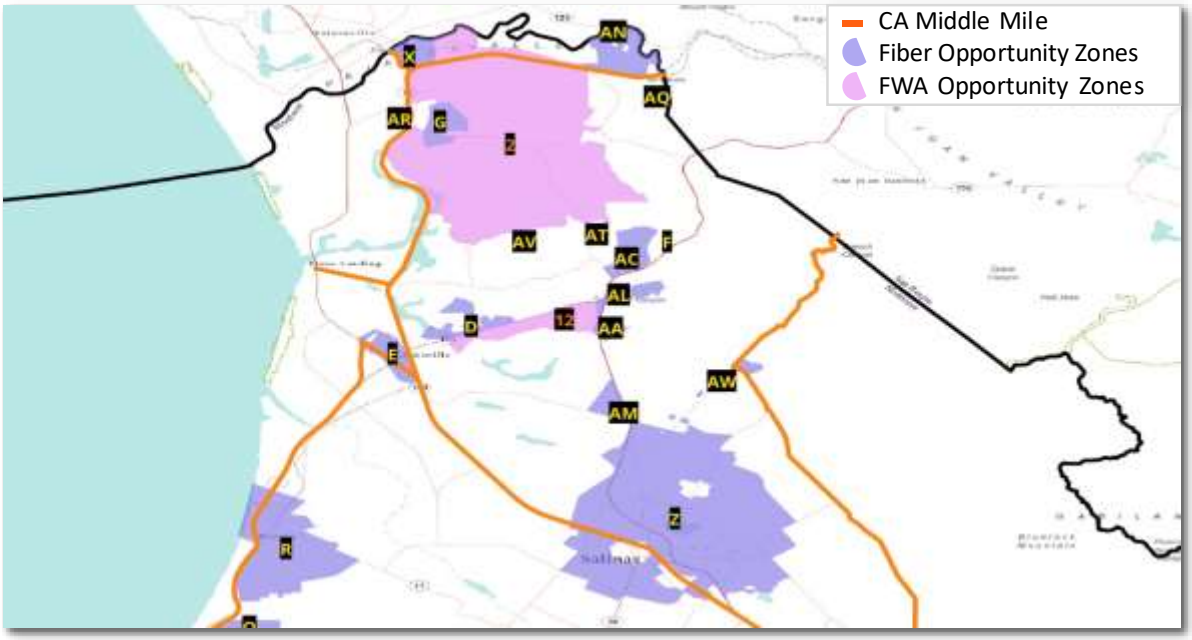


Figure 55. Broadband Opportunity Zones -- North Zone

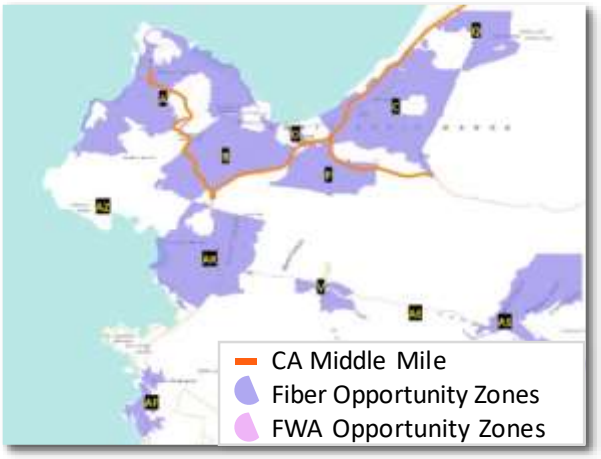


Figure 56. Broadband Opportunity Zones -- Coastal Zone



Figure 57. Broadband Opportunity Zones -- Regional Park Zone



Figure 58. Broadband Opportunity Zones -- Mill Creek Zone



Figure 59. Broadband Opportunity Zones -- Southern Zone 1

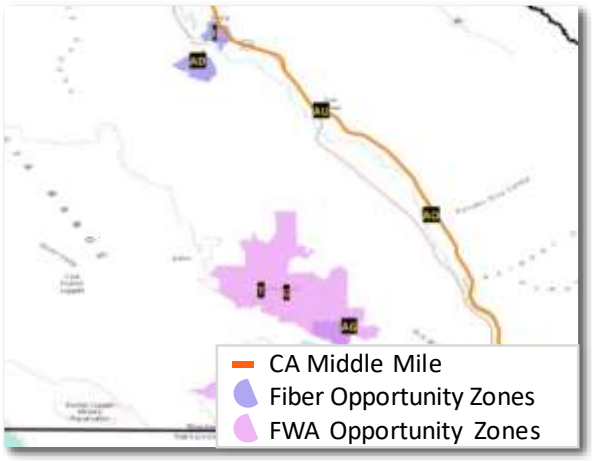


Figure 60. Broadband Opportunity Zones -- Central Zone

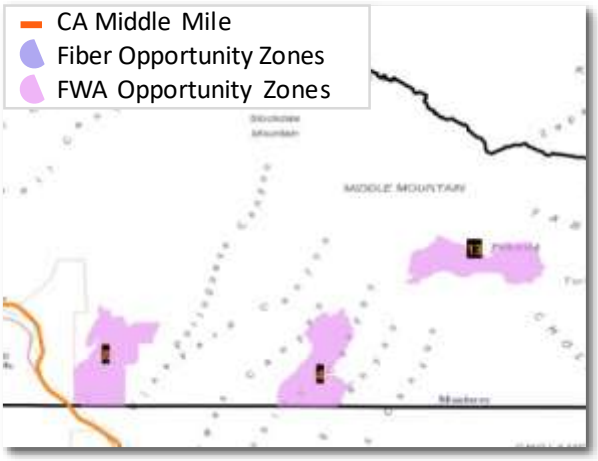


Figure 61. Broadband Opportunity Zones --Southern Zone 2

As depicted in the figures above, the Northern Zone, Coastal Zone, Regional Park Zone, and Central Zone host the majority of Fiber Opportunity Zones. Importantly, most of the fiber opportunity zones are in close proximity to the California MMBI, enabling last-mile providers to enter the market without investing in middle mile infrastructure.

In contrast, FWA opportunity zones are concentrated in remote areas of the County characterized by mountainous and challenging terrain which represents a bigger challenge.

5.2 Conceptual Designs & Cost Estimates

Once the broadband opportunity zones have been identified, it is necessary to develop conceptual network designs and derive the associated cost estimates for each opportunity zone. Cost estimates are provided as inputs for the financial analysis and the assessment of the implementation strategy. The process, assumptions, and outcomes of the development of fiber and FWA conceptual designs and cost estimates are the subject of this section while Section **Error! Reference source not found.** addresses the implementation strategy and the associated financial analysis.

It is important to note that the conceptual designs and associated cost estimates presented herein have inherent limitations as they are developed as "generic" designs that consider a greenfield deployment and the use of the California MMBI for middle mile connectivity. This means that the cost estimate for an ISP operating in the area may be lower as they can leverage its existing last-mile and middle mile infrastructure.

5.2.1 Fiber Opportunity Zones

Conceptual designs for fiber opportunity zones are based on XGS Passive Optical Network (PON) technology. XGS-PON offers a symmetric line rate of ~10 Gbps which is shared among multiple users through optical splitters. This technology ensures symmetrical download and upload speeds of at least 1 Gbps per subscriber. The associated network architecture is illustrated in Figure 62. Further details of this technology can be found in Annex A.

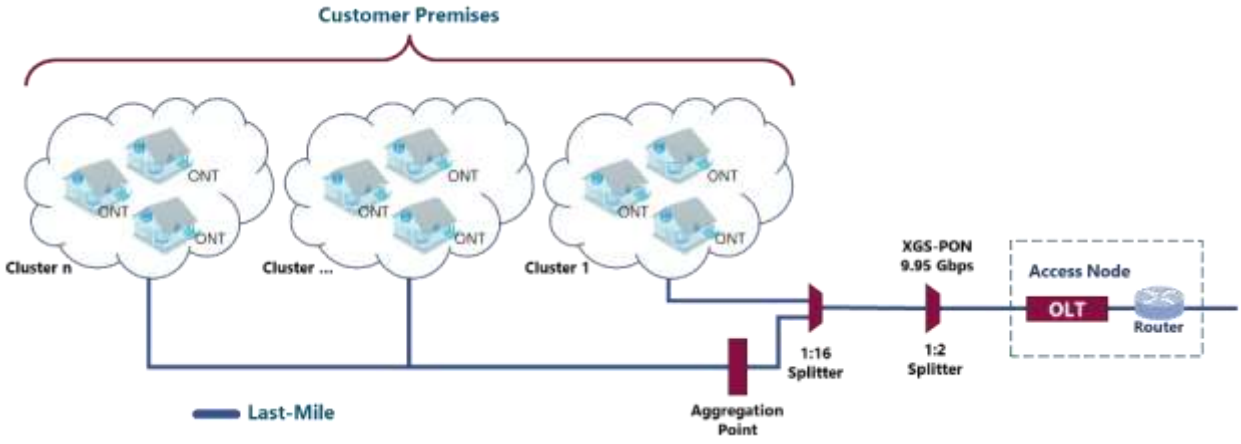


Figure 62. FTTP Network Architecture is based on XGS-PON.

Figure 63 captures the process to develop fiber conceptual designs.

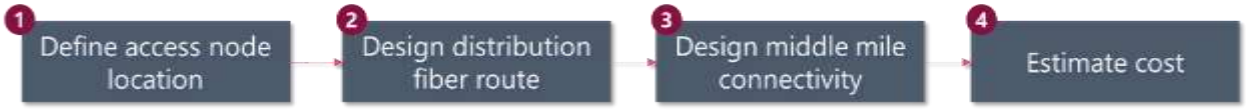


Figure 63. Fiber conceptual design process.

As shown, the first step of the process is defining the location of the access node. This is the facility where network equipment is installed, including the Optical Line Terminal (OLT) which is the piece of equipment that connects directly to the customer premises and aggregates traffic from subscribers. The access node location is selected from existing facilities owned by the local government or anchor institutions to ensure that the maximum distance between any given subscriber and the OLT is below 12 miles.

Then, the distribution fiber route is designed based on existing roads and ensuring that fiber drops are no longer than 650 ft. For middle mile connectivity, a fiber connection is considered between the OLT and the California MMBI or, if available, existing middle mile infrastructure owned by the local governments. Figure 64 shows a sample fiber design corresponding to Salinas opportunity zone.

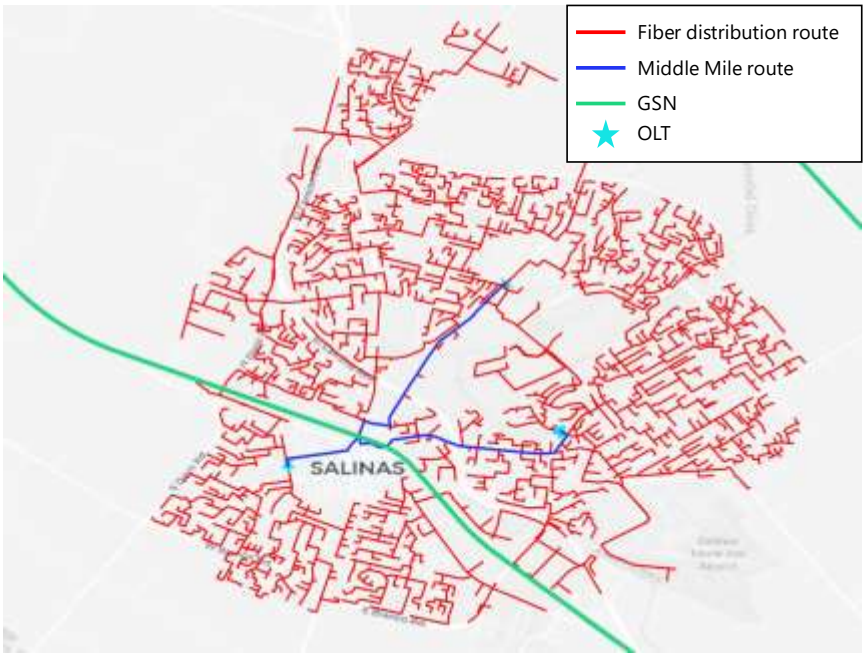


Figure 64. Fiber Design for the Salinas Opportunity Zone.

Finally, the cost to deploy each opportunity zone is estimated including pre-construction engineering and permitting, fiber construction, network equipment, and middle mile connection costs. These cost estimates assume prevailing wages and that, on average, fiber infrastructure will be 70% underground and 30% overhead.

The cost analysis for fiber deployment in Monterey County's opportunity zones reveals a substantial financial commitment, with an average cost of approximately $3,700 per location. The total projected cost for implementing fiber infrastructure across all the zones is estimated at a significant $325,316,635 underscoring the scale of investment required.

Table 17 captures the key cost drivers and estimates for the fiber opportunity zones. It highlights that 83% of the overall estimated costs are allocated to the construction of distribution routes,

encompassing both underground and aerial deployment. This underscores the pivotal role of robust infrastructure development in achieving widespread broadband access. As a complex and special case within the opportunity zones, Salinas alone embodies a significant portion of these costs.

Table 17. Fiber opportunity zones cost estimates.

Opportunity Zone	New Construction Last-mile Route Length [miles]	New Construction Middle-mile Route Length [miles]	Pre-Construction Cost [$]	Fiber construction Cost [$]	Network Equipment Cost [$]	Middle Mile Construction Cost [$]	Total Cost [$]
Pacific Grove	43.5	0.0	527,601	16,092,179	350,700	0	**16,970,480**
West Monterey	30.1	0.0	364,874	11,250,512	233,800	0	**11,849,186**
South Seaside	53.9	0.0	652,620	19,823,688	350,700	0	**20,827,008**
Charter Oak Blvd	11.0	1.2	132,579	4,152,832	116,900	459,471	**4,861,781**
Castroville	8.3	0.0	100,984	3,201,625	116,900	0	**3,419,509**
Moro Rd	6.7	2.0	80,805	2,605,337	116,900	728,585	**3,531,628**
Las Lomas	8.5	1.5	102,762	3,256,885	116,900	564,277	**4,040,823**
Soledad	26.4	0.0	319,195	9,706,186	233,800	0	**10,259,182**
King City	17.3	0.0	210,227	6,442,624	116,900	0	**6,769,751**
Cachagua Creek	1.3	10.6	16,359	663,815	116,900	3,967,818	**4,764,892**
Greenfield	26.5	3.2	321,320	9,772,244	233,800	1,181,622	**11,508,985**
Indian Spring Park	5.9	0.0	71,199	2,306,655	116,900	6,997	**2,501,751**
River Run Rd	2.2	2.0	26,345	974,291	116,900	737,035	**1,854,571**
Gonzales	15.1	0.0	183,127	5,631,152	116,900	0	**5,931,179**
Del Monte Ave	8.4	0.3	101,772	3,226,125	116,900	120,656	**3,565,453**
Del Monte Golf Club	16.7	0.0	204,595	6,224,901	116,900	0	**6,546,396**
North Seaside	12.3	0.8	148,845	4,627,483	116,900	293,632	**5,186,861**
Marina	42.4	0.0	529,667	15,799,559	233,800	0	**16,563,026**
Spreckels	1.6	2.3	20,153	781,770	116,900	872,297	**1,791,120**
Valley Oaks Mobile Park	0.3	6.4	4,039	311,889	116,900	2,384,742	**2,817,570**
Sillman Rd	0.7	0.0	7,861	430,694	116,900	0	**555,455**
Quail Meadows	7.3	3.6	88,576	2,815,832	116,900	1,332,894	**4,354,202**
Buena Vista Middle School	6.3	1.0	75,932	2,453,829	116,900	388,584	**3,035,246**
Pajaro	3.5	0.0	42,460	1,444,232	116,900	0	**1,603,591**
Ambler Park	4.4	3.5	52,788	1,765,355	116,900	1,319,998	**3,255,042**
Salinas	182.6	0.0	2,211,589	66,676,247	1,169,000	0	**70,056,836**
Prunedale Elementary School	7.4	3.4	90,182	2,865,789	116,900	1,255,652	**4,328,524**
Chualar	1.5	0.0	18,652	735,128	116,900	0	**870,681**

Langley Canyon Rd	7.0	0.5	84,239	2,712,095	116,900	170,864	**3,084,098**
Pine Canyon	4.1	2.8	49,779	1,671,783	116,900	1,056,257	**2,894,718**
Carmel Valley High School	4.9	2.4	59,494	1,973,848	116,900	898,823	**3,049,066**
Carmel Highlands	10.3	3.4	124,073	3,888,397	116,900	1,258,599	**5,387,969**
Jolon Rd	0.7	11.7	7,966	433,972	116,900	4,353,445	**4,912,283**
White Rock Lake	0.8	9.5	9,090	468,903	116,900	3,552,763	**4,147,656**
Corral Country Club	5.2	1.2	63,269	2,060,112	116,900	443,711	**2,683,993**
Carmel Valley Village	26.6	5.4	322,539	9,996,460	116,900	2,016,398	**12,452,297**
Carmel by the Sea	35.7	1.1	432,122	13,248,029	233,800	405,218	**14,319,169**
Prune Tree Center	11.0	2.1	132,246	4,142,495	116,900	770,299	**5,161,940**
Arrow Transportation Company	1.4	4.9	17,806	708,804	116,900	1,817,652	**2,661,162**
Pajaro River	0.1	1.8	1,556	234,680	116,900	653,674	**1,006,810**
San Ardo	1.2	0.0	14,942	619,779	116,900	0	**751,621**
Soledad Prison Rd	1.1	0.0	13,459	573,665	116,900	0	**704,024**
Aromas	4.3	0.0	52,322	1,750,870	116,900	0	**1,920,092**
Pajaro Valley Golf Club	5.3	0.0	64,370	2,094,334	116,900	0	**2,275,604**
Carmel Valley Golf Club	11.8	2.2	143,133	4,636,186	116,900	834,686	**5,730,905**
Pond Derosa Lane	5.8	0.5	70,259	2,277,448	116,900	184,005	**2,648,612**
San Lucas	1.5	0.0	17,937	712,879	116,900	0	**847,716**
Elkhorn	4.1	2.6	49,261	1,655,700	116,900	975,756	**2,797,618**
Crazy Horse Club	4.8	0.0	57,740	1,919,313	116,900	0	**2,093,953**
West Prunedale	2.2	1.2	26,529	980,013	116,900	432,708	**1,556,150**
Padre Lane	3.6	2.9	43,812	1,486,281	116,900	1,071,779	**2,718,772**
Serra Village	9.6	4.8	118,739	3,862,011	116,900	1,792,029	**5,889,679**
Total	**715.1**	**102.6**	**8,683,789**	**270,146,918**	**8,183,000**	**38,302,929**	**325,316,635**

5.2.2 FWA Opportunity Zones

In the case of FWA opportunity zones, the conceptual design considers the use of 5G base stations using Citizens Broadband Radio Service (CBRS) 3.5 GHz spectrum. The Radio Access Network (RAN) sites are

located on rooftops or towers that will cover the surrounding locations. The associated network architecture is shown in Figure 65.

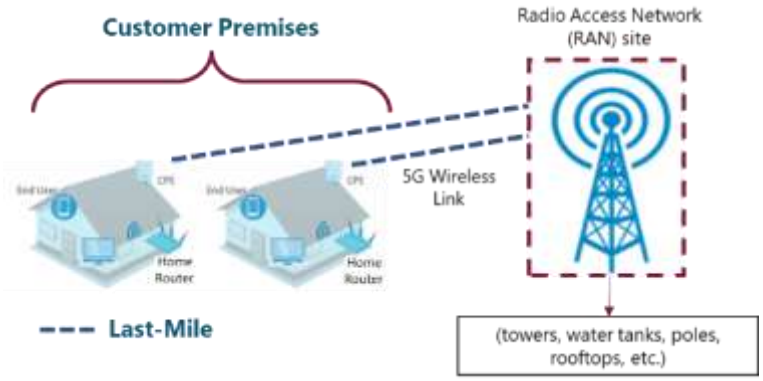


Figure 65. FWA Network Architecture.

The process to develop the conceptual design for each of the FWA opportunity zones is illustrated in Figure 66.



Figure 66. FWA conceptual design process.

First, the number of RAN sites required is obtained based on the expected number of subscribers in the opportunity zone, and the capacity of the standard site configuration. The standard site configuration consists of three sectors, each one implemented through a 40 W 64T64R 5G radio. Through this configuration it is possible to serve 180 locations with 100 Mbps symmetric speeds or 300 locations with 100 Mbps downstream and 20 Mbps upstream. The 100/20 service is considered in cases where the deployment of a second site can be avoided by using this configuration.

For each site, a location is selected considering rooftops of local government facilities, existing towers, or the deployment of a new tower where existing infrastructure is not available or suitable. Coverage plots are generated are analyzed for the selected site. This can include several iterations to select the site that ensures adequate coverage of the FWA opportunity zone. Then, middle mile connectivity is designed considering a fiber connection to the California MMBI or a microwave link to a connected location.

Finally, the cost for each FWA opportunity zone is estimated, including site / tower construction, network equipment, customer installations, and middle mile connection costs.

The cost analysis for the Fixed Wireless Access (FWA) opportunity zones provides essential insights into the financial implications of extending broadband infrastructure within these areas their main components are captured in Table 18. Notably, the cost per location for FWA deployment is estimated at approximately $11,482. When considering the total cost for implementing FWA infrastructure across all opportunity zones, which amounts to $70,639,599, we gain a comprehensive view of the significant financial commitment entailed in bridging the digital divide. It is important to highlight that the high cost of middle-mile routes is concentrated in the opportunity zones located in remote areas of the coastal and southern regions of the County, emphasizing the unique challenges and expenses associated with these zones.

Table 18. Monterey FWA opportunity zones cost estimates.

Opportunity Zone	Number of sites	Site Construction cost [$]	Network Equipment cost [$]	Customer Installation cost [$]	Middle Mile Connection cost [$]	Total Cost [$]
North Prunedale	8	628,150	1,662,445	929,390	630,000	**3,849,985**
Bald Mountain	4	925,000	391,164	26,950	5,085,000	**6,428,114**
Ranchito Canyon	3	110,850	293,373	63,910	4,725,000	**5,193,133**
Bryson	5	1,156,250	488,954	70,070	4,860,000	**6,575,274**
Lockwood	2	332,550	880,118	159,390	6,030,000	**7,402,058**
Cabrillo Hwy	2	73,900	195,582	20,020	2,430,000	**2,719,502**
Indian Valley Rd	3	693,750	293,373	22,330	2,520,000	**3,529,453**
Julia Pfeiffer State Park	2	462,500	195,582	18,480	3,195,000	**3,871,562**
Soledad Correctional Facility	1	36,950	97,791	59,290	225,000	**419,031**
Pfeiffer Big Sur State Park	2	258,650	684,536	166,320	22,005,000	**23,114,506**
Blackie Rd	1	36,950	97,791	36,960	1,800,000	**1,971,701**
Parkfield	2	73,900	195,582	30,800	5,265,000	**5,565,282**
Total	**56**	**4,789,400**	**5,476,289**	**1,603,910**	**58,770,000**	**70,639,599**



6 Implementation Strategy

6.1 Operating Models & Assessment Methodology

The identification of broadband opportunity zones and the development of conceptual designs and cost estimates in Section 5 constitutes the answer to "what" is needed in Monterey County to expand and improve broadband infrastructure. Section 6 seeks to find the "how" to implement these solutions from a financial and operational point of view.

The assessment of various operating / business models is required to find the most feasible path for implementation of each broadband opportunity zone. By assessing these options, tailored strategies can be defined to attract partners or enhance the chances of getting funds.

The operating models considered for evaluation throughout this Section are summarized in Figure 67 and described below.

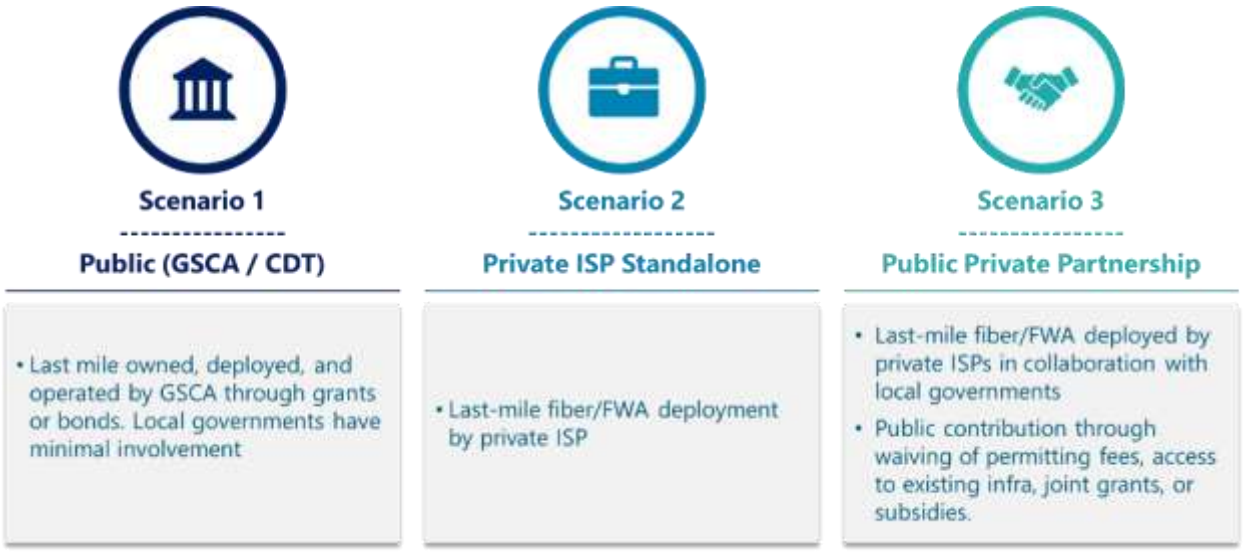


Figure 67. Operating Models

Public (GSCA / CDT)

The last-mile network is owned, deployed, and operated by Golden State Connect Authority (GSCA)[24], a joint powers authority of 39 member counties, including Monterey County. GSCA is actively involved in last-mile deployments to increase access to reliable, affordable high-speed internet for all rural Californians. Local governments are expected to provide a location and real estate for telecom huts, a single Point of Contact (PoC) for permitting, and support to verify feasibility and identify potential issues with the projected deployments.

Under this model, the main source of funding will come from federal and state grants. However, bonds can also be considered for high-density areas with lack of competition.

Middle mile connectivity is provided by CDT via the California MMBI. Where the MMBI is not present, joint grants between CDT and GSCA can be leveraged to deploy this infrastructure.

In general, this model is well suited for opportunity zones with a high location density, that are grant eligible and are in close proximity to the California MMBI fiber route.

Private ISP Standalone

A private ISP owns, deploys, and operates the last-mile network, potentially leveraging its existing infrastructure. Middle mile connectivity can be based on ISP infrastructure, or it can leverage the California MMBI network. Funding can come from the ISP financing sources or from federal and state grants, but in this case, grants do not consider collaboration with local governments.

This model is applicable to opportunity zones with a positive business case for the private ISP with or without grants.

Public Private Partnership

The last-mile network is deployed by a private ISP in collaboration with local governments and commonly operated by the private ISP. The level of collaboration from the local government can vary

[24] https://goldenstateconnect.org/

from simple inducements such as waiving of permitting fees and granting free access to public infrastructure to partnering for grants or providing direct funding for joint deployments.

This model usually requires funding from federal and state grants in addition to private funds. Opportunity zones in remote areas with challenging business cases are most likely to use this model.

Sections 6.2 to 6.5 focus on the assessment of operating models for the opportunity zones and the identification of the recommended scenarios according to the process depicted in **Error! Reference source not found.**.

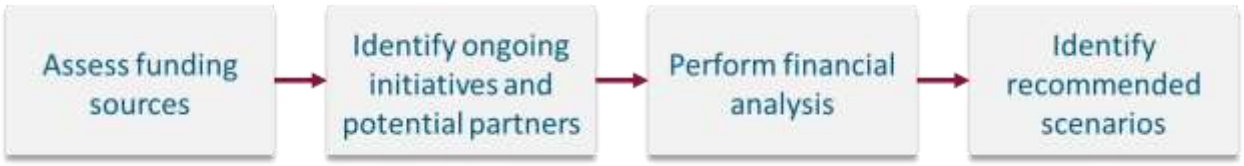


Figure 68. Operating Model Assessment Process.

Finally, Section 6.6 presents an analysis of broadband policies from local jurisdictions in the County and provides recommendations to implement broadband-friendly policies that contribute to incentivize broadband investment and streamline deployments.

6.2 Funding Sources Analysis

Identifying public funding sources is crucial to enable the deployment of broadband infrastructure in challenging areas. These projects require extensive capital investment making it difficult to ensure a sustainable business case without additional funding.

Multiple programs related to broadband have been created by state and federal entities in response to the urgent need to close the digital divide. Most of these programs can be traced back to the following legislation:

1. **Senate Bill 156:** Governor Newsom signed Senate Bill 156 (SB-156) that allocates $6 billion for expanding broadband infrastructure and access in California. Most relevant programs emerging from this senate bill focus on deploying Middle-mile and Last-mile networks across the state.
2. **Bipartisan Infrastructure Law:** In November 2021, President Joe Biden signed the Infrastructure Investment and Jobs Act (IIJA) or Bipartisan Infrastructure Law (BIL) to support internet expansion, access, and use nationwide. The BIL provides a total of $65 billion for the following areas:
    - Planning activities and studies for the development of Internet expansion projects.
    - Network infrastructure deployment for high-speed Internet Activities to increase Internet access and meaningful use of high-speed internet.
    - This includes digital literacy, skills training, telehealth, and remote learning.

    Of particular importance is the Broadband Equity, Adoption, and Deployment (BEAD) Program emanates from the BIL providing an overall $42 billion for infrastructure deployment for the

states and US territories. In June, California[25] was announced to receive $1.8 million of BEAD funds that will be shared among broadband projects in the state.

Figure 69 displays a map with federal and state funding programs that emanate from the legislation above, including broadband infrastructure and digital equity programs.

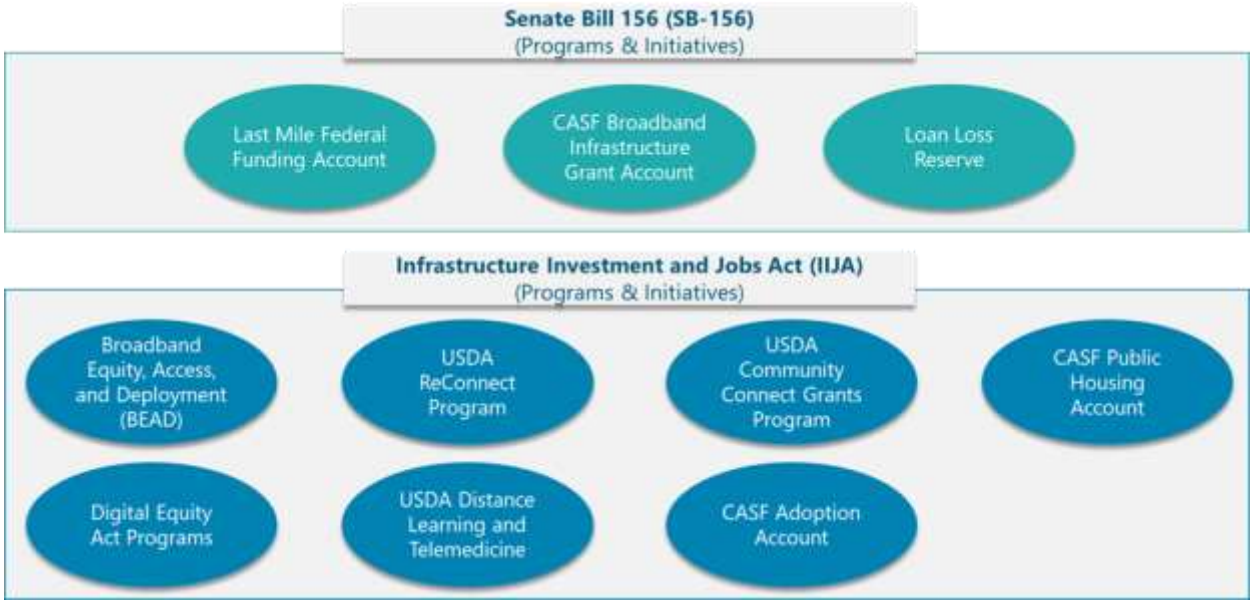


Figure 69. Federal and state broadband funding programs.

Each program targets slightly different objectives and incorporates different eligibility criteria, requirements, and timelines. Table 19 provides a high-level overview that serves as a reference to evaluate the suitability of these programs for the identified broadband opportunity zones.

[25] https://broadbandusa.ntia.doc.gov/news/latest-news/biden-harris-administration-announces-state-allocations-4245-billion-high-speed

Table 19. State and Federal Funding Programs summary.

Entity	Funding Program	Application Timelines	Eligible Criteria	Maximum Grant Amount per project
Infrastructure Programs				
CPUC	**Last Mile Federal Funding Account** $2 B	September 29, 2023 (every six months)	• Unserved / underserved locations • **Wired** technologies that offer 100 / 100 service • Matching is recommended	$25,000,000 See Note 1
	CASF Broadband Infrastructure Grant Account $150 M	October 1, 2023	• Unserved locations • Wired or wireless technologies that offer 100 / 20 service • Priority to inaccessible and low-income areas	$25,000,000 See Note 1
	CASF Broadband Public Housing Account $15 M	Jan 1, 2024 July 1, 2024	• Low-income communities without broadband access. • Projects proposing free broadband service.	$150,000 See Note 1
	Loan Loss Reserve Fund $750 M	Rolling basis	• Unserved and underserved areas • Demonstration of financial, technical, and operational expertise. • Wired or wireless technologies that offer 100 / 100 service	20% of total amount of the project
NTIA	**Broadband Equity, Access, and Deployment** $42 B	2024-2025	To be confirmed by the State of California	
USDA	**Community Connect Grant Program** $79 M	To Be Determined (TBD) See Note 2	• Unserved rural areas (<25/3 service) • Local governments and incorporated organizations willing to provide broadband for community oriented connectivity See Note 3	$5,000,000
Digital Equity Programs				
CPUC	**CASF Adoption Account** $20 M	Jan 1, 2024 July 1, 2024	• Local governments, institutions, and non-profit/community-based organizations willing to increase access and digital inclusion.	$40,000
USDA	**ReConnect Loan and Grant Program** $350 M	TBD See Note 2	• Unserved eligible See Note 4 rural areas (at least 50% of households without access to 25/3)	$25,000,000
	Distance Learning and Telemedicine (DLT) Grant Program $64 M	TBD See Note 2	• Education or health organizations that provide their services through telecommunications facilities.	$1,000,000

			• Rural areas with populations below 20,000 habitants.	
US DOT	**SMART Grants Program** $100 M	October 10, 2023	• Public sector agencies willing to conduct smart community projects to improve transportation efficiency and safety	$2,000,000
Note 1: Maximum amount to get a ministerial review. Greater amount will get through a resolution process. Note 2: The most recent rounds of Community Connect and ReConnect Grants have been closed but it is expected that additional rounds will be announced in the future. Note 3: Economic growth, education, health care, and public safety. Note 4: According to program guidelines.				

For each broadband opportunity zone, eligibility and likelihood of broadband infrastructure programs were evaluated, identifying the potential funding sources that can be considered for each opportunity zone. The detailed results of this evaluation are captured in Annex C and Table 20 summarizes eligibility and number of opportunity zones per funding program in Monterey County.

Table 20. Funding Program Eligibility Summary.

Technology	FFA	CASF	ReConnect	BEAD	EDA	Not Eligible
Fiber	10	14	0	5	1	22
FWA	0	11	1	0	0	0

Notably, not all the identified opportunity zones within Monterey County are eligible for grant funding. It's essential to recognize that certain zones may face eligibility challenges due to low location density or a lack of unserved/underserved serviceable locations, which could limit their chances of receiving grants.

The total grant funding required to fully address the connectivity gaps in these opportunity zones is estimated at $116.5 million. However, the availability of funding is a significant challenge, with grant pools being limited. For instance, the 2023 FFA grant program allocates only $10.4 million for Monterey County, which falls far short of the estimated costs within the SSVBA area, totaling approximately $29 million. This highlights the pressing need for strategic allocation of available funds to maximize impact.

The County has applied for last-mile FFA funding for the cities and low-income and disadvantaged unserved communities within the SSVBA area. In total, there are 12 opportunity zones that should be considered as candidates for applying for this funding.

Within Monterey County, several active CASF applications demonstrate ongoing efforts to enhance broadband access. LCB Communication has applied for a CASF Grant to build a hybrid network capable of delivering high-speed services to both fiber and wireless subscribers. Cruzio is seeking a CASF Grant to deploy high-speed connectivity to numerous previously underserved locations in several counties. Surfnet Communications has applied for a CASF Grant to provide broadband access to eligible locations

across multiple counties. As these applications progress, they contribute to the broader initiative of improving connectivity in the region.

6.3 Ongoing initiatives and potential partners

The broadband environment is continuously changing. Therefore, the implementation strategy for broadband opportunity zones must take into account ongoing broadband projects and infrastructure initiatives within the broadband opportunity zones or in close proximity. Awareness of the ongoing initiatives is crucial to identify partners, optimize resources and infrastructure from public agencies, avoid duplication of funds and streamline deployment.

Ongoing initiatives that are relevant include, but are not limited, to the following:

- **Pending or awarded grants**: Grant applications for the deployment of broadband infrastructure in the County, whether they have been awarded or awaiting a decision from the funding agency. This includes grant applications submitted to CPUC, FCC, USDA, and others under various programs.
- **ISP Projects**: Known plans or initiatives from the ISPs to deploy or expand broadband infrastructure based on discussions and agreements between local jurisdictions and the ISP.
- **Public Broadband Infrastructure Plans**: Projects from the local governments that involve the deployment or expansion of broadband infrastructure including conduit and /or fiber.

In addition, CIP Projects from the Cities and the County that involve road construction or major reparations and pipeline replacement or deployment can be leveraged to deploy broadband infrastructure. These projects may represent an important cost reduction and simplification of broadband permitting.

Table 21 presents the ongoing initiatives identified within the County:

Table 21. On-going Initiatives

Initiative Name	Description	Related Opportunity Zones
SSVBA	The South Salinas Valley Broadband Authority (SSVBA) is a five-municipality JPA that was formed in May of 2022. The goal of the SSVBA is to deploy open-access municipal broadband across Soledad, Gonzales, Greenfield, King City, and unincorporated D3 Monterey County.	10 (FTTH) | 7 (FWA)
Crown Castle Leasing	To connect the south side of the county, the SSVBA proposes the lease of strands (4 or more) on the existing portion of the Connected Central Coast fiber route from the City of Santa Cruz to Soledad.	13 (FTTH) | 3 (FWA)
Underline	Underline has active agreements with the City of Salinas to deploy an Open Access Network and Small Cells at various city locations	1 (FTTH)
Kimler-Horn	Kimley-Horn has an active agreement with the City of Salinas to develop the City Broadband Strategic Plan	1 (FTTH)

	and to design the Alisal Neighborhood Broadband Fiber Network	
Garlic-LCB	LCB Communication requests a CASF Grant to build a hybrid network (Fiber/FWA). LCB's Hybrid network will be capable of providing up to 5Gbps symmetrical service to fiber subscribers and up to 600Mbps down by 100Mbps up to wireless subscribers.	3 (FTTH) | 1 (FWA)
Cruzio Internet	LCB Internet request a CASF Grant to deploy multi-hundred Mbps last mile connectivity to 2565 unserved locations in San Mateo, Santa Cruz, Santa Clara, and Monterey Counties that are currently able to receive less than 25 Mbps download and 3 Mbps upload. There are 1125 serviceable anchor institutions within the project area.	7 (FTTH) | 2 (FWA)
Surfnet Communications	Surfnet Communications request a CASF Grant to provide high-speed, low cost, and reliable broadband to 542 eligible locations distributed into Monterey, Santa Cruz, San Luis Obispo, and Santa Clara Counties.	1 (FWA)
GSCA - FFA Application (See Note 1)	GSCA will deploy and operate an open access, last mile, municipal, fiber network in low-income areas within the SSVBA region. GSCA has requested $17 million to cover 749 unserved locations and plans to interconnect its last-mile network with the CA Middle Mile network.	5 (FTTH)
AT&T - FFA Application (See Note 1)	AT&T is requesting $37 million to deploy a 10Gbps FTTH Network, covering 5,752 unserved locations. Their aim is to encompass the cities of Carmel by the Sea, Del Rey Oaks, Seaside, Marina, Sand City, Monterey, Salinas, Greenfield, Gonzales, King City, Pacific Grove, and unincorporated areas in the northern, coastal, and southern zones of the County. AT&T does not intend to interconnect its last-mile network with the CA Middle Mile.	45 (FTTH)
Comcast - FFA Application (See Note 1)	Comcast will build a fiber network capable of symmetrical service of at least 1 gigabit, serving unserved and underserved communities in the Project Area. This Project will provide service for approximately 542 unserved locations. Comcast will leverage compatible and available facilities to support the Project, relying on existing utility poles in rights-of-way for aerial installation where attachments are permitted by the pole owner. Open access requirements do not apply because Comcast only seeks FFA funds for last mile infrastructure and does not intend to interconnect with the open access statewide Middle Mile Network.	8 (FTTH)

LCB - FFA Application (See Note 1)	LCB Communications LLC (LCB) is proposing to build a hybrid network consisting of Middle-Mile and Last Mile fiber and fixed Wireless. To complete this project, it is essential that LCB build middle mile infrastructure. LCB is looking to serve 580 households with Fiber to the Home (FTTH). LCB will also run Fiber to the Premise (FTTP) to 2 Anchor institutions and 3 businesses.	1 (FTTH) | 1 (FWA)
Surfnet - FFA Application (See Note 1)	The project will interconnect with middle-mile infrastructure. Internet backhaul will be achieved through existing network or new carrier connections, using an "active" headend for service distribution. Cabinets, either existing or new, will house backhaul routers. The project utilizes Passive Optical Networking (PON), a power-efficient technology with minimal visual impact due to its small 1/2" cables. PON can deliver up to 10Gbps speeds.	1 (FTTH)
Note 1: The areas comprising active FFA projects are shown in Figure 70.		

AT&T brings good news for the County. As previously mentioned in Section 3, AT&T, as the incumbent provider, still offers DSL services in most of their locations. Now, AT&T is requesting $37 million to deploy a 10Gbps FTTH Network.

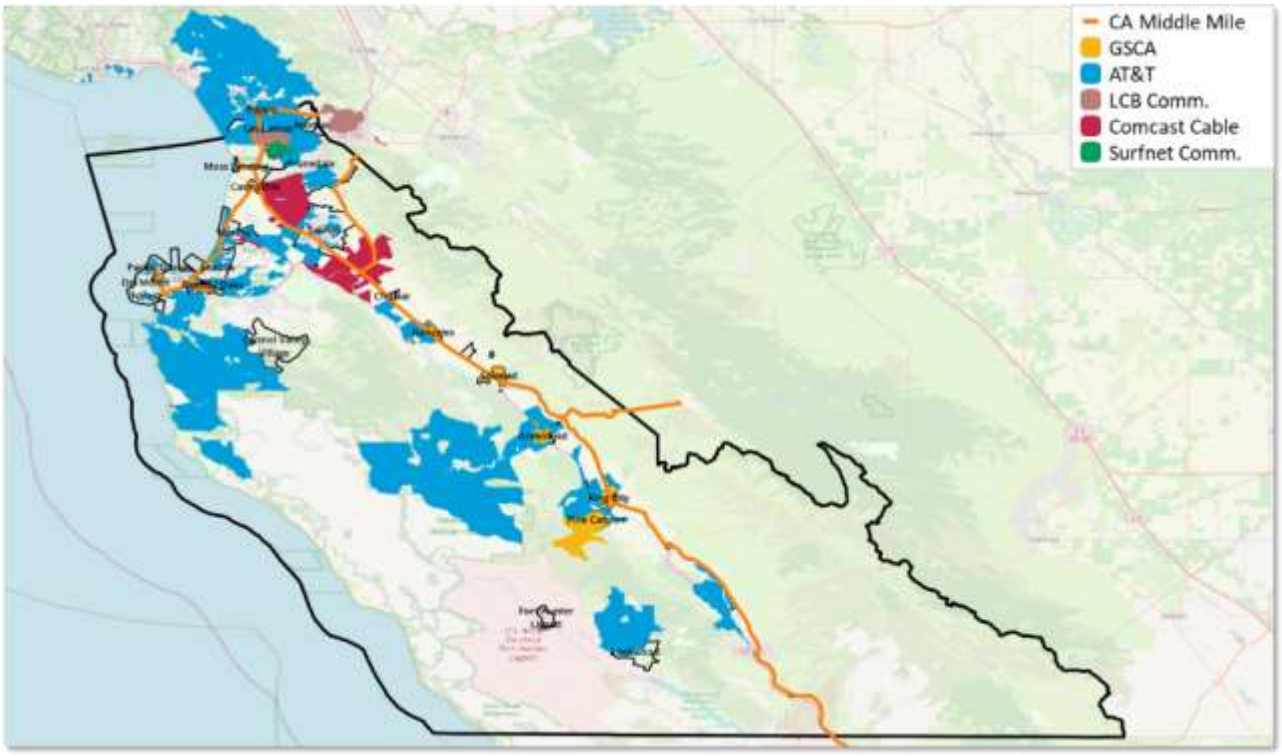


Figure 70. FFA Projects Mapping

Implementation of broadband projects in the target opportunity zones requires the identification of the right partners and these ongoing initiatives are an indication of potential partners. For example, the Golden State Connect Authority (GSCA), GSCA will use Last-Mile FFA grants to serve all the low-income and disadvantaged communities within the SSVBA area. They could potentially partner for 9 Fiber opportunity zones, potentially covering 510 unserved locations.

Potential partners for each broadband opportunity zone were identified based on the following:

1) If there is an ongoing initiative within the opportunity zone, the entity that leads that ongoing initiative is selected as the main partner.
2) GSCA is considered a potential partner for opportunity zones that are proximal to the California MMBI network, are grant eligible, and have a high location density (> 700 locations per square mile).
3) Where #1 and #2 above are not applicable, ISPs are considered as potential partners based on their existing level of service and technology within or near to the opportunity zone. ISPs with existing fiber last-mile service in nearby areas are ranked first, then ISPs serving the broadband opportunity zone with DSL or cable technologies.

The potential partners for each opportunity zone are presented in Table 22. AT&T, GSCA, Cruzio and T-Mobile are the key potential partners with the most substantial impact on addressing opportunity zones.

- **Cruzio Internet:** Cruzio is actively involved in providing last-mile connectivity in multiple areas in the northern zone of the County. They might serve as a partner for 7 Fiber opportunity zones and 1 FWA Opportunity zone.

- **AT&T Inc:** AT&T operates infrastructure including fiber, FWA, and copper across various areas of the County. They could be considered a potential partner, especially in areas where middle-mile infrastructure is not yet established, and the construction costs for fiber are prohibitively high.
- **T-Mobile:** T-Mobile plays a crucial role in providing Fixed Wireless Access (FWA) services in the mountainous and challenging zones located in the southern and coastal regions of Monterey County

Table 22. Potential Partners

Potential Partner	Technology	Number of Opportunity Zones	Unserved Locations CPUC	% of Unserved Locations CPUC
AT&T	Fiber	17	1,051	1%
GSCA (Phase 1)	Fiber	9	808	5%
Cruzio	Fiber	7	857	1%
Garlic	Fiber	7	628	1%
GSCA (Phase 2)	Fiber	6	662	2%
Comcast	Fiber	2	4	0%
Underline	Fiber	1	1,367	0%
Vast	Fiber	1	13	0%
Astound	Fiber	1	88	0%
Underline	Fiber	1	3	0%
T-Mobile	FWA	6	673	6%
GeoLinks	FWA	2	54	2%
Verizon	FWA	1	1,320	1%
Wilson Creek Communication	FWA	1	34	1%
Cruzio	FWA	1	63	0%
RazzoLink	FWA	1	264	1%
Total		**64**	**7,889**	**22%**

6.4 Financial Modeling

A high-level financial model was developed to assess the business case for each broadband opportunity zone. The model allows switching between operating models and adjusting grant amounts. Based on demographics from each opportunity zone and the operating model under analysis, a pro forma and summary metrics are generated.

This high-level financial model provides a 10-year view based on Earnings Before Interest and Taxes (EBIT), considering the following assumptions:

- Hurdle rate of 12%
- Revenue model based on residential and business services considering take-rate forecasts captured in Table 23 with a three-year ramp-up period.

Table 23. Residential and Business Broadband Service Take Rate.

	Unserved	Underserved	Served	1G Served
Residential take rate (steady state)	90%	40%	30%	21%
Business take rate (steady state)	97%	30%	21%	12%

- Incremental operating costs alone are considered based on the assumption that the public or private provider deploying the network will have ongoing operations in the region. Costs are adjusted according to the selected operating model.
- Capex is based on the cost estimates from Section 5.2.

Figure 71 shows a sample output of the financial model for the Soledad opportunity zone, under the Public (GSCA/CDT) operating model.

	Year 1	Year 2	Year 3	Year 10
Total Revenue	$ 183,804	$ 366,336	$ 548,868	$ 732,036
Variable Costs	$ 9,190	$ 18,317	$ 27,443	$ 36,602
Contribution Margin	$ 174,614	$ 348,019	$ 521,425	$ 695,434
Fixed Costs	$ 112,186	$ 112,186	$ 112,186	$ 112,186
Net Margin	$ 62,428	$ 235,833	$ 409,239	$ 583,248
CAPEX	$ 10,259,182	$ -	$ -	$ -
Free Cash Flow	$ (10,196,754)	$ 235,833	$ 409,239	$ 583,248
Grants	$ 6,000,000			
Net Cash Flow	$ (4,196,754)	$ 235,833	$ 409,239	$ 583,248
Acummulated Cash Flow	$ (4,196,754)	$ (3,960,921)	$ (3,551,682)	$ 531,055
Payback Period	Year 10			
Breakeven Point	Year 1			
NPV	$ (1,537,973)			

Figure 71. Soledad Opportunity Zone Financial Pro Forma.

The financial model was leveraged to iterate through various scenarios for each opportunity zone considering the potential partners identified in Section 6.3. This results in the selection of the preferred model and partner for implementation. Details of the selected model are included in the Opportunity Zone Summary in Annex C, while the recommended scenarios are discussed in the following section.

6.5 Recommended Scenarios

Based on the analysis of funding sources, the assessment of ongoing initiatives and potential partners, and the associated financial modeling addressed in Sections 6.2 to 6.4, the optimal operating model for each of the 64 broadband opportunity zones in Monterey County was identified.

Table 24 summarizes the results by operating model. As shown, the Fiber Public Private Partnership (PPP) operating model is recommended for most fiber opportunity zones, encompassing 34 opportunity zones and 64,000 locations of which 500 are unserved. The GSCA model follows with 17 opportunity zones and 22,700 locations of which 616 are unserved.

In the case of FWA opportunity zones the FWA PPP model is predominant with 4 opportunity zones and 3,500 total locations. These results emphasize the importance of the collaboration of private ISPs and municipalities to expand broadband infrastructure in Monterey County.

Table 24. Recommended Scenarios Summary

Operating Models	Opportunity Zones	Unserved and Underserved Locations (FCC)	Unserved Locations (CPUC)	Total Locations	Key Success Factor
GSCA	17	616	1,475	22,709 | 20.4%	FFA award to GSCA
Fiber ISP Standalone	1	0	580	171 | 0.2%	ISP Engagement & Grant Funding
FWA ISP Standalone	8	2,126	2,306	2,606 | 2.3%	ISP Engagement & Grant Funding
Fiber PPP	34	513	3,426	64,147 | 57.7%	ISP Inducements, GSN extensions
FWA PPP	4	137	102	3,546 | 3.2%	ISP Inducements, GSN extensions
Total	**64**	**3,392**	**7,889**	**93,179 | 83.8%**	

The Key Success Factor column in Table 24 identifies the enabler(s) for deployment, indicating that this is the main aspect that should be addressed by municipalities and local stakeholders to trigger or accelerate deployments in the broadband opportunity zones.

In the case of the GSCA operating model, the key success factor is securing FFA grants, although other grants can also be considered. GSCA in collaboration with SSVBA has submitted FFA applications for the cities of Soledad, Gonzales, Greenfield, and King City along with other communities within the SSVBA target area.

For Fiber/FWA ISP Standalone models the primary key success factor is engagement with the potential ISP partners to make them turn their attention to these areas. In addition, obtaining grant funding is also an important enabler which will improve the business case for the ISPs. Potential funding can come from BEAD or CASF programs, and in the case of FWA ReConnect and Community Connect programs can also be considered.

Finally, the implementation of opportunity zones under the Fiber/FWA PPP models requires inducements for ISPs to ensure sustainability of the business case for the ISP partner, and in a number of cases, the buildout of extensions to the California MMBI network to provide robust middle mile connectivity.

Once the operating models have been identified, broadband opportunity zones under each model were further categorized based on their feasibility and timeframe for implementation according to the framework in Table 25.

Table 25. Broadband Opportunity Zone Implementation Categories

	Phase 1 (2023-2024)	Phase 2 (2025-2026)	Long-Term (post-2026)
GSCA	• High density (>700 locs/sq mi) • GSN proximity (< 1 mile and CDT Phase 1) • FFA eligible/Within SSVBA Area	• High density (> 700 locs / sq mile) • GSN proximity (< 10 miles) • Grant eligible	• Heavy Middle Mile investment • Within SSVBA Area

Fiber ISP Standalone	• Positive biz case with or without grants • Net Present Value (NPV) > $1M w/Grant	• Positive biz case with NPV > $100k with or without grants • Grant lower than $5 M	• Biz case barely positive (< $100k) with or without grants
FWA ISP Standalone	• Pending CASF application • Positive business case (NPV > $100k)	• < 100 locations • Breakeven biz case with or without grants (NPV < $100k)	N/A
Fiber PPP	• Negative business case (low subsidy) • Marginal biz case that requires subsidies lower than $1,000,000, characterized by high density and existence of virtual monopolies. OR ongoing PPP implementation	• Negative business case (medium subsidy) • Negative business case without grants that requires grant higher than $5,000,000 or is not grant eligible and requires other forms of public subsidies.	• Significant middle mile investment required
FWA PPP	• Ongoing Public Private Partnership	• <100 locations • Grant eligible • Negative biz case	• Significantly away from the GSN, requiring heavy middle mile investment

The resulting categorization of fiber and FWA opportunity zones is displayed in Figure 72 and Figure 73, respectively.

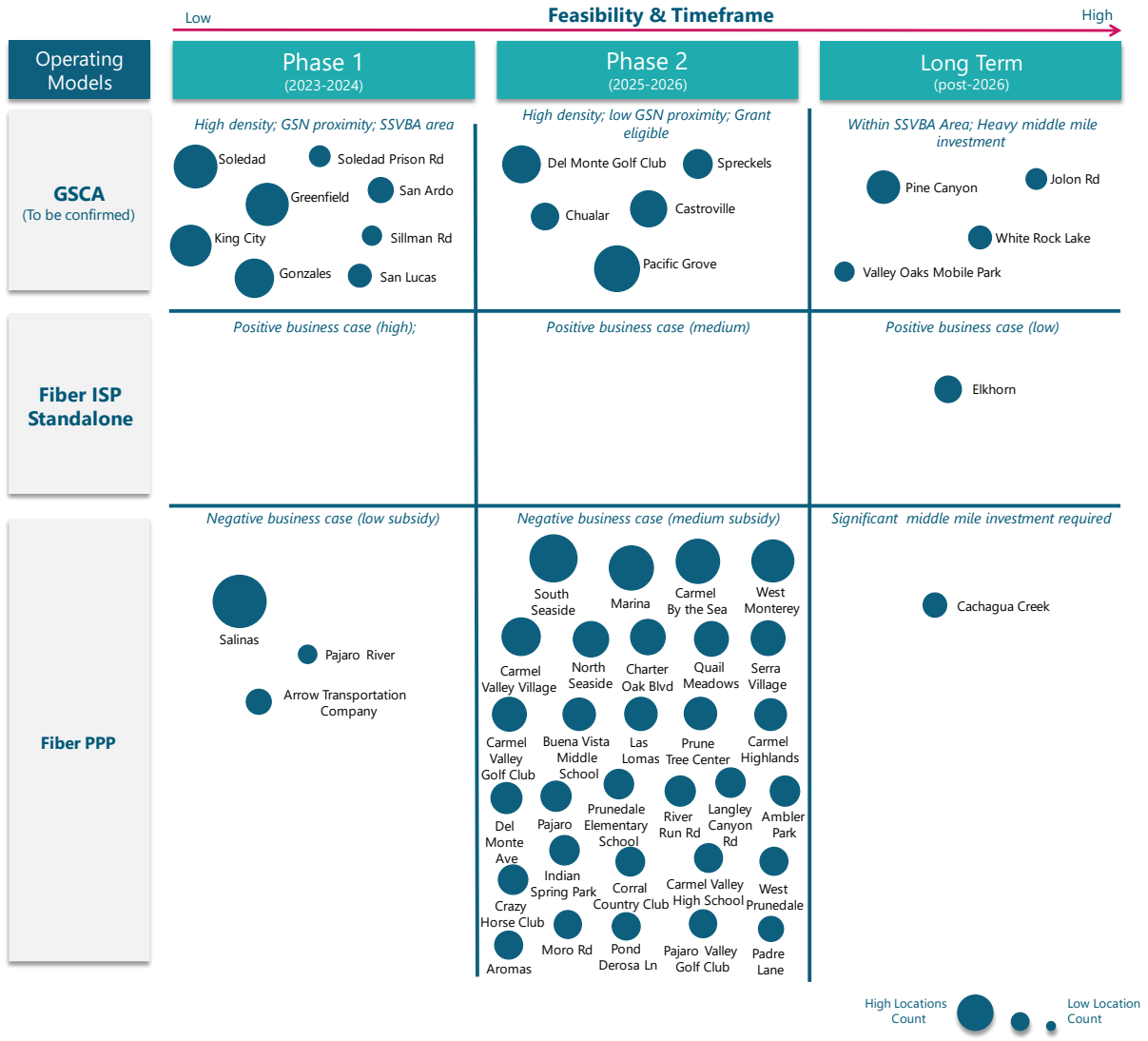


Figure 72. Fiber Opportunity Zones Characterization

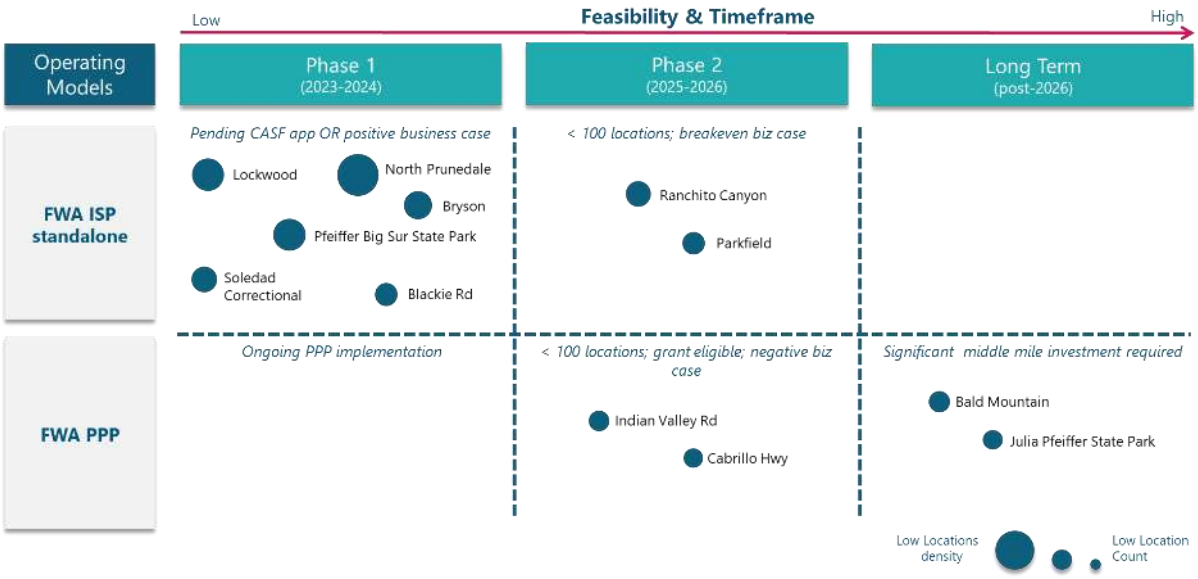


Figure 73. FWA Opportunity Zones Characterization.

Based on the analysis of the above categorization, the following observations can be made:

- **GSCA Phase 1:** In this category, there are 8 opportunity zones, collectively serving 12,170 srviceable locations. These zones are primarily eligible for Last-mile FFA grants, making them promising candidates for broadband expansion. They are characterized by their high density, proximity to the GSN, and location within the SSVBA area. The operating model of choice is Public GSCA, suggesting that these zones are ready for significant broadband infrastructure development.
- **GSCA Phase 2 & Long Term:** This category encompasses a diverse set of 9 opportunity zones, collectively catering to 10,539 serviceable locations. The eligibility for grants extends to CASF, BEAD, and FFA. Some of these zones fall within the SSVBA area, while others require heavy middle mile investments. This diversity implies the need for tailored strategies. The complexity of this category requires a more flexible approach to broadband deployment.
- **Fiber ISP Standalone**: This category poses a distinct challenge as it involves high investments, which is why there is only one opportunity zone within this category – Elkhorn. Elkhorn focuses on last-mile fiber deployment by a private ISP, making it a unique case within Monterey County. Considering the active CASF application in proximity by Garlic-LCB, they may serve as a potential partner for this endeavor. The high investment requirements contribute to the scarcity of opportunity zones in this standalone fiber category, emphasizing the need for careful planning and resource allocation.
- **Fiber PPP Phase 1 and Phase 2:** The majority of the broadband opportunity zones, 34 of them, are designated under the Fiber PPP model. These zones require different levels of subsidies and/or middle mile investments to ensure sustainability of the associated business case. Several opportunity zones under this model are situated near the coastal area, encompassing key cities such as Seaside, Marina, Carmel by the Sea, and Monterey. These opportunity zones have great potential, but their realization hinges on the completion of Phase 2 of the California MMBI network that will connect the city of Salinas to the Monterey Coastal zone.

- **FWA ISP Standalone:** Within this category, we find a set of two opportunity zones, which together have the capacity to address the connectivity needs of 136 currently unserved locations, covering 100% of these areas. Grant eligibility extends to CASF, BEAD, and ReConnect, further enhancing the potential for these zones. Both zones have a positive business case. In both cases, T-Mobile emerges as the promising partner to extend broadband services to these zones.
- **FWA and Fiber PPP:** This category comprises 4 opportunity zones, serving 137 locations. Eligibility for grants encompasses CASF and BEAD. For instance, Pfeiffer Big Sur State Park, a remote opportunity zone located within the coastal zone of Big Sur, this opportunity zone faces unique challenges. With a combination of mountainous and coastal terrain, it currently relies on FWA and satellite technologies for service. This zone is part of a chain of broadband opportunity zones, including Julia Pfeiffer State Park and Cabrillo Hwy, offering a chance for broadband expansion.

The details for each opportunity zone are provided in Annex C. This Annex is intended to create awareness among local stakeholders of the status of the individual opportunity zones and to convey the recommended strategy for broadband infrastructure deployment.

6.5.1 Key Takeaways

The recommended scenarios for the 64 broadband opportunity zones seek to improve the County's broadband access and market competition by increasing the number of 1G served locations and eliminating the number of unserved locations. Figure 74 provides a comparison between current broadband service availability and the target state. As shown, the target state takes unserved locations to 0% (currently at 3.1%) and increases 1G served locations from 23.3% to 84.3%.

	Current	Target
1G Served	25,873 (23.3%)	93,688 (84.3%)
Served	81,054 (72.9%)	16,633 (14.9%)
Underserved	812 (0.7%)	854 (0.76%)
Unserved	3,436 (3.1%)	0 (0%)
	111,175	

Figure 74. Current and Target Broadband Availability.

Highlights from the recommendations to achieve the target state are set forth below:

1) **Total Grant Amount:** The total grant funding required to implement the target opportunity zones is $117.5 M. This financial support is required for 52 Fiber and 12 FWA opportunity zones. It is important to note that this amount exceeds the expected funding in the next couple of years, therefore, careful prioritization of areas must be made, and additional funding approaches should be explored, such as municipal bonds, special taxes, and leveraging of CIP projects to reduce the cost of broadband deployment.
2) **Existing Infrastructure Solutions**: Thirteen broadband opportunity zones are proposed to utilize the California MMBI network for middle mile connectivity. Additionally, three projects will capitalize on the County's existing Fiber Infrastructure. This approach helps minimize costs and improve deployment efficiency.
3) **Middle Mile Investment**: In specific regions like Salinas Valley, Cachagua Valley, and Carmel Valley, additional investment in middle mile infrastructure is required. This investment is crucial to enable last-mile broadband projects in these areas.
4) **Satellite Connectivity:** Satellite is the recommended solution for 790 unserved locations in remote and challenging areas that are not part of a broadband opportunity zone. Satellite offerings with speeds exceeding 25/3 Mbps are available in the County with prices ranging from $50 to $125 per month.

6.6 Broadband Policy Review & Recommendations

Broadband policies are used to regulate the construction and leasing of telecommunications infrastructure. The evaluation of these policies is critical to assess the level of "readiness" or "friendliness" to attract broadband investments.

Broadband readiness is a critical aspect in today's environment as broadband needs throughout the country are exploding and service providers will look to prioritize investments based on attractive markets that can be deployed efficiently.

The California Local Permitting Playbook[26] and NTIA's Best Practices[27] establish guidelines to incentivize and streamline the deployment of broadband infrastructure. These guidelines were integrated into the evaluation framework presented in Figure 75.

Category	Assessment Criteria

Construction standards	• Construction standards for aerial and underground fiber network and conduit deployment available online. Standards should include
	  • Right-of-way diagrams
	  • Typical location of utilities
	  • Utility trench construction and pavement restoration guidelines

Permitting process Documentation	• Special permit dedicated for Telecommunications projects (e.g., fiber deployment, tower construction, network upgrades). • Complete permitting process and manual available online.
Differentiation between major and minor broadband projects	• Methodology to classify projects between major and minor broadband permits. • Identification between projects on public and private property.
Batch permitting process	• Single permit request for a project that would otherwise require multiple permit applications.
Leasing of public assets	• Mechanisms and fees for the leasing of public assets (e.g., fiber or conduit, exiting utilities). • Impartial leasing mechanisms open to all providers. • Public infrastructure inventory available for ISPs, subcontractors and privet users.
New Assets Policies	• Policies for the installation of new infrastructure (e.g., fiber conduit) during major city/town/highway renovations. • Policies for the construction of additional pathways and cable pathways during new construction or major building renovations. • "Dig Once" policy of new underground fiber deployments.

Public GIS datasets	• Organized geographic database with government owned infrastructure.
	  • Underground / Aerial fiber distribution and available conduits
	  • Manholes and handholes
	  • Tower and poles
	  • Water underground infrastructure
	• Geographic data base publicly available online.

Figure 75. Broadband policy assessment framework.

[26] https://broadbandforall.cdt.ca.gov/wp-content/uploads/sites/19/2022/09/California-Local-Jurisdiction-Permitting-Playbook-1.pdf

[27] https://broadbandusa.ntia.gov/sites/default/files/2023-03/Permitting_Best_Practices_Case_Studies.pdf

Broadband policies established by the County of Monterey and the cities of Salinas, and King[28] were evaluated based on this framework. Key findings and recommendations resulting from this assessment are captured below:

Key Findings:

- **Construction Standards:**
  - Construction standards for aerial and underground fiber network and conduit deployment are accessible online for the City of Salinas and King City, but not for the County.
  - Salinas City has relatively more accessible and updated standards, but it still lacks specific timelines.
  - King City has dated standards and an unclear permitting process.
  - Monterey County lacks modern construction standards, making it challenging for broadband deployment projects. All areas need improvements in transparency, standards accessibility, and clarity in permitting processes.
- **Permitting Process Documentation:**
  - The link to the permitting manual for the County is not working. The main permitting page provides general instructions and resources only.
  - Online documentation for Salinas City only includes checklists.
  - King City lacks online permitting resources.
- **Differentiation between Major and Minor Broadband Projects:**
  - There is no clear methodology to classify broadband projects between major and minor permits in any of the local jurisdictions being evaluated.
- **Batch Permitting Process:**
  - Salinas City and King City have a permitting process that allows a single permit request for projects that would otherwise require multiple permit applications. This has not been implemented by the County of Monterey.
- **Leasing of Public Assets:**
  - The County of Monterey defines mechanisms and fees for the leasing of public assets.
  - Salinas City has not published mechanisms and fees for the leasing of public assets.
  - For King City leasing mechanisms are available online, specifically Facility Rentals. Leasing mechanisms are open to all providers and are impartial.
- **New Assets Policies:**
  - In long-term plans but not yet a policy in place, the County considers a "Dig Once" policy for new underground fiber deployments.

[28] Only the cities that responded to the Data Collection requests were included as part of this evaluation.

- Salinas City has policies in place to require the installation of additional cable pathways inside new construction or major building renovations.
- Salinas City has implemented a "Dig Once" policy for new underground fiber deployments under the Salinas Municipal Code and encroachment permit checklist.
- King City does not have policies or plans in place for new assets policies, such as those related to conduit installation, additional pathways, or a "Dig Once" policy.

- **Public GIS Datasets:**
  - The County maintains organized geographic databases with government-owned infrastructure, including County-owned buildings, on-net locations, poles, manholes, laterals, hubs, and fiber rings. This database is not available online; it needs to be requested from the IT department.
  - Salinas City and King City also have certain geographic data available but not in online format, often in Portable Document Format (PDF) format.
  - None of the local jurisdictions under evaluation provides GIS data including all the datasets considered within the evaluation framework.

Recommendations:

1) The County of Monterey should develop and update construction standards for aerial and underground fiber network and conduit deployment. Once ready, these documents should be uploaded and made accessible online. This will ensure transparency, adherence to industry best practices, and ease of use for both government and private entities involved in broadband deployment.
2) Salinas City should restore and maintain its permitting manual online, including detailed end-to-end deployment permitting processes, requirements, application forms, construction standards, workflows, and fee lists. This will provide clarity and contribute to streamlining the permitting process for broadband projects.
3) All the local jurisdictions under this evaluation (Monterey County, Salinas City, and King City) should consider implementing a methodology to classify broadband projects between major and minor permits. This differentiation will avoid unnecessary delays for simple permits and enable Public Works departments to focus on major projects.
4) Salinas City and King City should implement batch permitting processes that allow a single permit request for projects that would otherwise require multiple permit applications. This approach streamlines the process and reduces administrative burdens for applicants.
5) Each municipality, including the County of Monterey, Salinas City, and King City, should prioritize the conversion of government-owned infrastructure GIS datasets into an accessible online format. This effort should include data on buildings, poles, manholes, hubs, and fiber rings. By making these datasets available online, the municipalities can significantly improve the transparency and accessibility of critical infrastructure information, benefiting ISPs, subcontractors, and private users involved in broadband expansion projects.

Figure 76 summarizes the assessment of broadband policies and the associated recommendations.

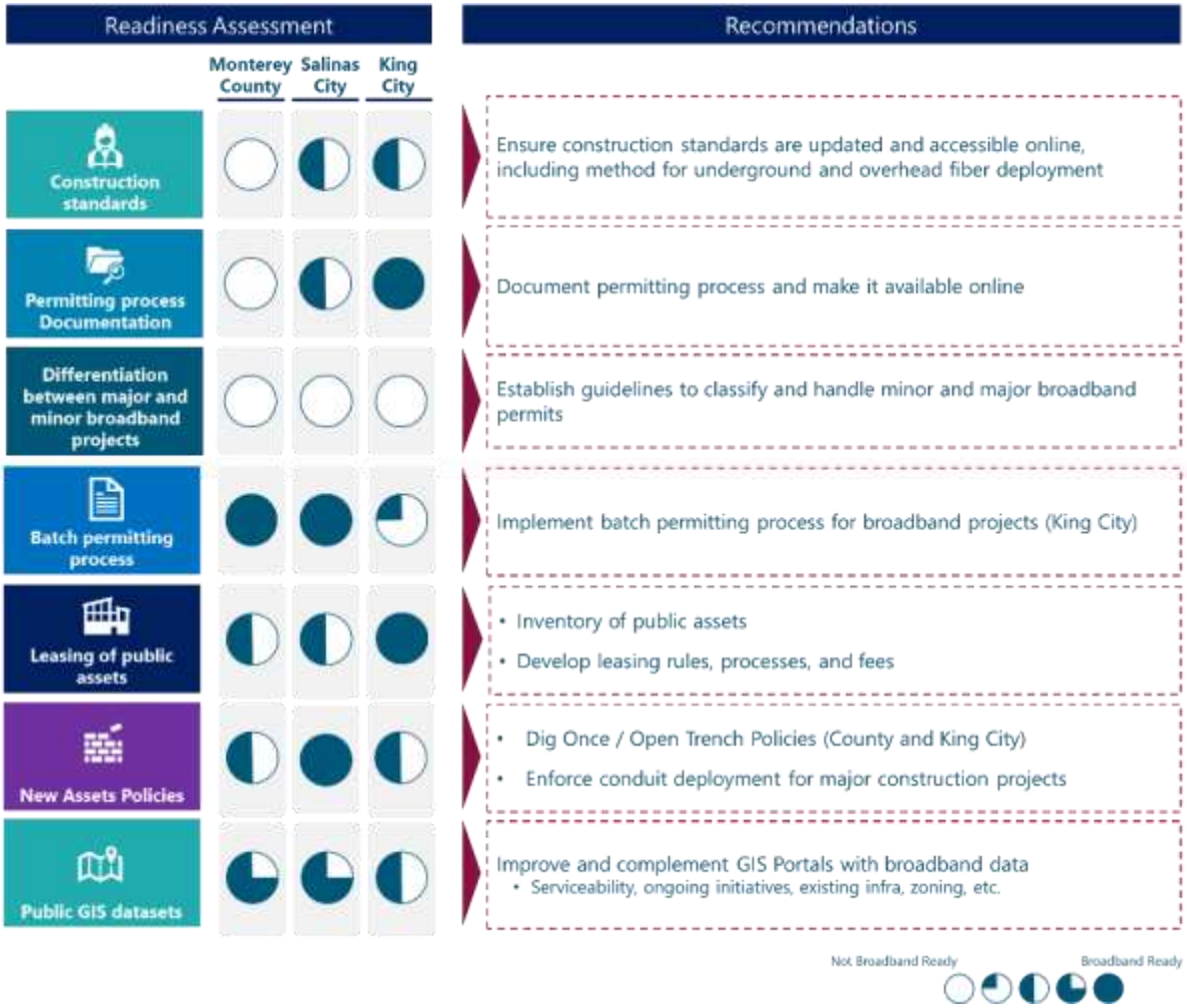


Figure 76. Broadband Policy Review Summary.



7 Action Plan

The findings and recommendations captured throughout the analysis presented herein are integrated into an action plan.

The action plan strives not only to address the connectivity gap in unserved and underserved areas but to improve and extend the existing broadband infrastructure and service offerings through extensive deployment of fiber, contributing to digital equity and preparing Monterey County to accrue economic and social broadband benefits in today's connected world.

The foundation of the Action Plan comprises the three strategic pillars displayed in Figure 77.

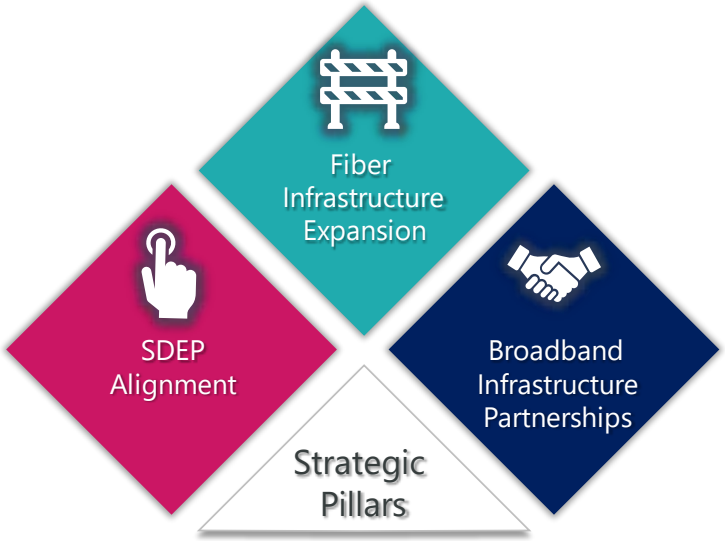


Figure 77. Strategic Pillars.

- **Fiber Infrastructure Expansion.** Extending fiber across the entire County is of paramount importance. Fiber is the backbone of modern connectivity, delivering not just speed, but also reliability, stability, and the capacity to support the growing demands of education, business, healthcare, and daily life.

  The fact that 77% of Monterey County locations lack access to 1G/500 Mbps service evidences the need to improve and extend the outside plant infrastructure in the County through extensive deployment of middle mile and last mile fiber infrastructure.

- **Broadband Infrastructure Partnerships**. The assessment of operating models and recommended scenarios for the target broadband opportunity zones points out that collaboration between private ISPs and public agencies is required. Private ISPs are under stress to compete in various markets and make profitable investments across the country. Areas that offer a positive business case and a broadband friendly environment will be prioritized.

  Conversely, municipalities lack the resources and staff to operate broadband networks, but they have the ability to improve the ISP business case through various inducements and to streamline broadband deployment through friendly policies. Therefore, building partnerships for the deployment of broadband infrastructure is a crucial element of the overall strategy and action plan.

- **Statewide Digital Equity Plan (SDEP) Alignment.** The SDEP being developed by CDT is the first step toward securing funding for the State from the NTIA Digital Equity Capacity Grant and Digital Equity Competitive Grant. The SDEP outlines the path to achieving digital equity for all Californians and it provides a clear roadmap for addressing the diverse needs of the communities and ensuring that equitable broadband access becomes a reality. Aligning County's strategy with the SDEP facilitates coordination with state-level initiatives and access to funding opportunities for local agencies.

Based on these strategic pillars, three workstreams have been defined to accomplish the goals and objectives of the Broadband Strategic Plan: 1) Broadband Infrastructure, 2) Broadband Policies, 3) Digital Inclusion. Figure 78 captures this workstreams and the main tasks that comprise the action plan.

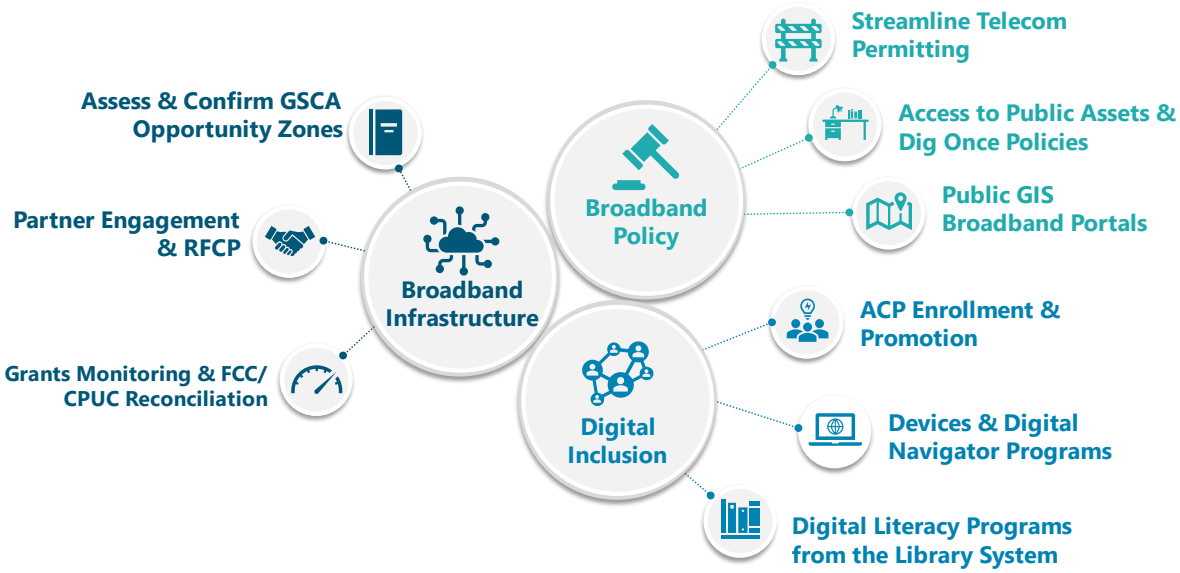


Figure 78. High Level Action Plan.

7.1 Broadband Infrastructure:

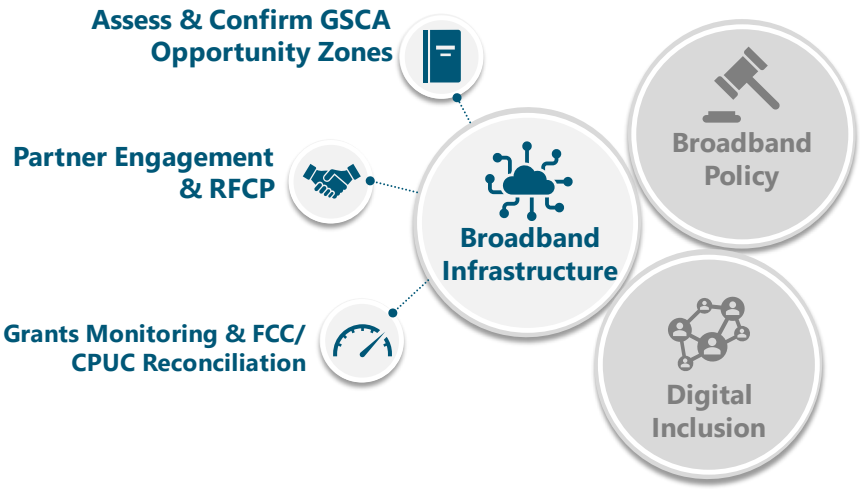


Figure 79. Broadband Infrastructure Workstream.

This workstream captures the activities related to the deployment of broadband infrastructure.

- **Assess & Confirm GSCA Opportunity Zones**: GSCA has already applied for FFA Grant funding in the SSVBA area. In addition, discussion, and confirmation of GSCA's plans for other opportunity zones under Phase 2 or long-term is important to make any course corrections for the opportunity zones that are left out.
- **Partner Engagement & Request for Concept Proposals (RFCP)**: Local jurisdictions must engage with the identified partners to review and discuss their points of view regarding the opportunity zones under the Private ISP standalone and PPP scenarios. Depending on the response from potential partners, an RFCP should be issued to trigger formal conversations and negotiations with interested stakeholders to deploy these opportunity zones.
- **Grant Monitoring & FCC/CPUC Reconciliation:** This includes regular monitoring of Broadband Infrastructure funding programs and the progress of those projects that have been funded in order to provide the required support to applicants within the County. It is also recommended to pursue challenge mechanisms at both the CPUC and FCC levels to ensure funding aligns with precise and accurate data and reduce the discrepancies between the two data sources.

7.2 Broadband Policies:

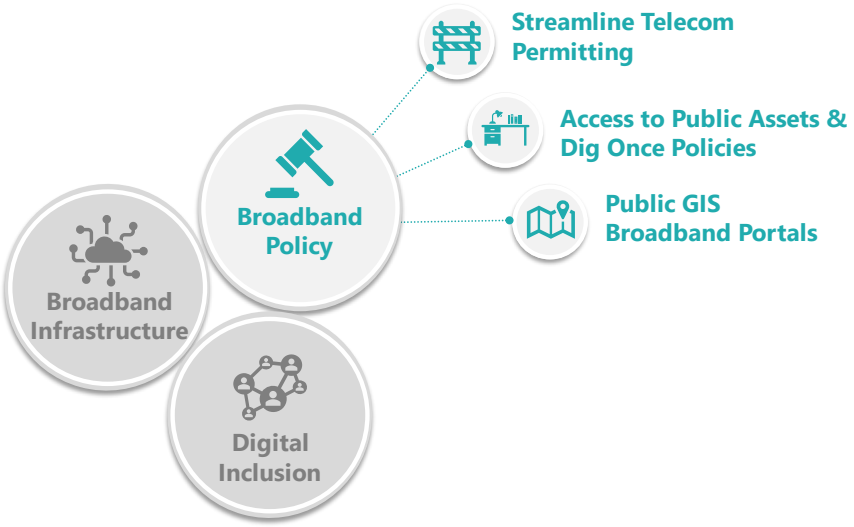


Figure 80. Action Plan -- Broadband Policies

Activities under this workstream are oriented toward creating a more broadband friendly environment that accelerates and attracts broadband infrastructure deployment projects. These activities are further described below:

- **Streamline Telecom Permitting:** The County should consider streamlining its permitting process for telecom projects by implementing the recommendations in Section 6.6. This includes simplifying application processes, expediting approval timelines and enabling batch permitting. A more efficient permitting system would encourage and facilitate the rapid deployment of broadband infrastructure while ensuring that all regulatory requirements are met.
- **Access to Public Assets & Dig Once Policies:** To promote cost-effective broadband deployment, local jurisdiction in the County should adopt policies that facilitate access to public assets and encourage "Dig Once" practices. By doing so, the County can minimize broadband buildout costs, reduce disruptions caused by frequent digging, and enhance overall efficiency in deploying broadband infrastructure. This approach also supports the coordinated placement of telecommunications conduits during public works projects, significantly reducing future deployment costs and disruptions.
- **Public GIS Broadband Portals:** Local jurisdictions should establish and/or update public GIS broadband portals. These portals should provide detailed data on broadband serviceability, ongoing initiatives, existing infrastructure, broadband opportunity zones, and other broadband-related data. Such publicly available resources enhance transparency and empower stakeholders, including local communities, businesses, and service providers, to make informed decisions about broadband planning and expansion.

7.3 Digital Inclusion

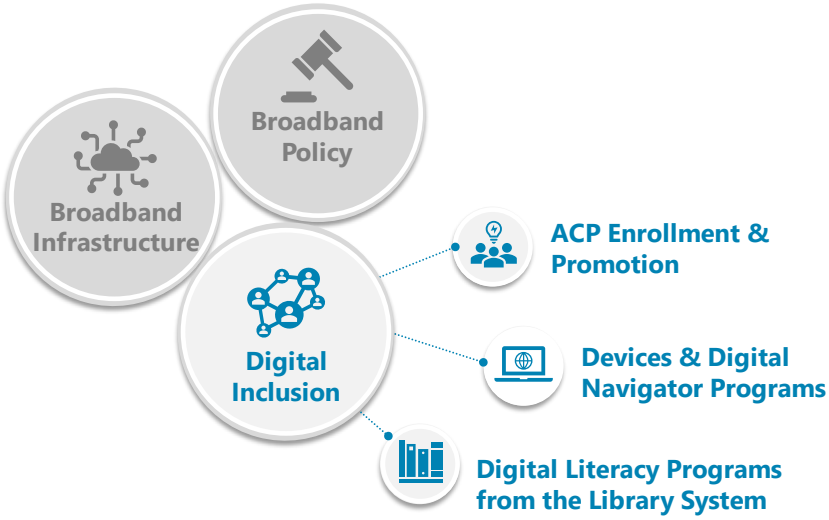


Figure 81. Action Plan -- Digital Inclusion

The plan for Digital Inclusion is centered around coordination and support of existing programs, prioritizing those that address devices and skills gaps. The most efficient and effective way to close the digital divide is through coalition building amongst public sector agencies, community-based organizations, education, and private sector stakeholders. The benefit of the coalition is the ability to fully identify and assess the gaps between available programs and those in the community who will benefit from affordable access programs, devices, and necessary training to achieve digital literacy and is in alignment with California's Broadband for All initiative.

- **ACP Enrollment & Promotion:** To foster digital inclusion, the County should intensify its efforts to promote enrollment in the ACP. The ACP serves as a vital resource for financially disadvantaged residents, providing them with affordable access to the internet. Collaborating with local partners and community organizations to create targeted awareness campaigns is crucial. These campaigns should not only inform eligible residents about the ACP but also emphasize its potential to improve their lives through affordable connectivity.
- **Devices & Digital Navigator Programs:** To address the digital divide, the County should consider implementing initiatives to provide computers and hotspots to underserved communities. In addition to distributing devices, organizing computer literacy workshops and digital navigator programs can empower residents to effectively use digital tools and the internet. Collaborating with trusted partners, such as Loaves Fishes and Computers and Monterey County's Alliance on Aging, can help in reaching out to senior citizens and other vulnerable populations who may benefit from these resources. An excellent example of this type of partnership was the 2023 agreement between Hartnell College and Loaves Fishes and Computers that focused on providing basic digital literacy skills, career exploration and digital safety tools and resources. This approach is crucial in ensuring that all residents have access to essential devices and the knowledge needed to navigate the digital landscape effectively.
- **Digital Literacy Programs from Library System:** Recognizing the critical role that libraries play in promoting digital literacy, the County should allocate additional resources to enhance the library network's capacity for providing digital literacy training. This includes expanding the library staff to accommodate the growing demand for digital literacy programs. Moreover, it's essential to

ensure that these programs are accessible to all residents, including those with diverse language needs. Developing multilingual resources and offering a variety of digital literacy workshops can make these programs more inclusive and tailored to the community's diverse needs.

Appendix A – Broadband Technical Briefing

Broadband Concept and Architecture

Broadband refers to telecommunications technologies that provide high-speed internet connections to end users including households, businesses, and anchor institutions.

Broadband connectivity provides users with access to advanced digital services such as telehealth, e-learning, remote working, videoconferencing, interactive gaming, and pervasive video monitoring. The FCC has defined the minimum download speeds required for adequate performance of typical online activities, which are displayed in Table 26.

Table 26. FCC's Broadband Speed Guide

Activity	Minimum download speeds (Mbps)
General Browsing and Email	1
Voice over Internet Protocol (VoIP) Calls	Less than 0.5
E-learning	5 - 25
Telecommuting	5 - 25
File Downloading	10
Social Media	1
Streaming High Definition (HD) Video	5 - 8
Streaming Ultra HD 4K Video	25
Standard Personal Video Call (e.g., Skype)	1
HD Personal Video Call (e.g., Skype)	1.5
HD Video Teleconferencing	6

It is noteworthy that the available connection bandwidth for a broadband connection is distributed among all services that are simultaneously being utilized. Therefore, a broadband connection must have sufficient bandwidth to accommodate a range of services at the same time.

ISPs are the companies that provide broadband connectivity to the global Internet network. To acquire the services of an ISP, a physical link must be established between the customer premise and the ISP's Point-of-Presence (PoP).

The broadband network is subdivided into distinct segments, each of which manages a larger number of connections and data volumes. These segments are referred to as the "last mile/access network", "middle mile", and "backbone" or "first mile". Figure 82 displays these network segments.

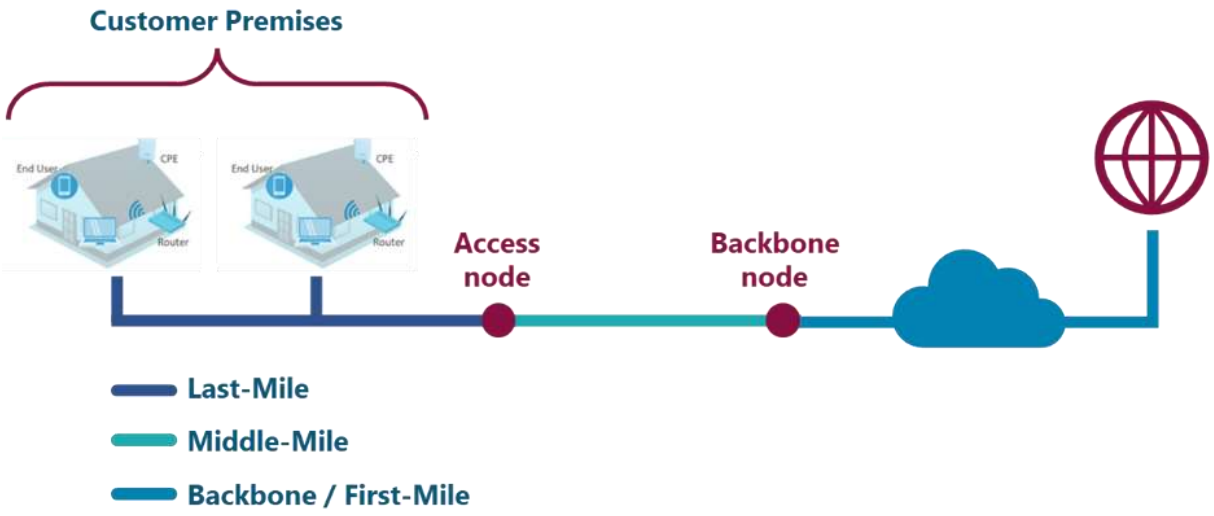


Figure 82. High-level broadband network architecture.

Customer Premises

A "customer premise" refers to a specific location where users access and utilize the internet. This may include residential homes, businesses, enterprises, or community anchor institutions. Premises are also referred to as "broadband serviceable locations".

The internet connection provided by the ISP is terminated at a device known as the Customer Premises Equipment (CPE). The CPE facilitates local connections for users to access the internet, usually with a network cable or Wi-Fi connection.

Last Mile

The last mile segment of the network is situated in closest proximity to the customer and is responsible for establishing connections between individual customer premises and an access node. Each access node consolidates connections from numerous customer premises.

In comparison to other segments of the network, the last mile segment offers the lowest bandwidth. Nonetheless, it has sufficient capacity to accommodate the bandwidth requirements of a specific number of customers. The cost of the last mile segment can be quite significant and is subject to variations based on the density of households in the area.

The selection of a particular technology for the implementation of the last mile segment will depend on several factors, including bandwidth requirements, economic considerations, and geodemographic conditions. Some of the currently available technologies for implementation of this segment include:

- Digital Subscriber Line (DSL)
- Data Over Cable Service Interface Specifications (DOCSIS)
- Fiber-to-the-Home (FTTH)
- Fixed Wireless Access (FWA)
- Satellite

Middle Mile

The Middle Mile segment of the network encompasses the connections established between each access node and an aggregation node. The primary function of each aggregation node is to group the connections of multiple neighborhoods or small towns. It serves as an intermediate layer between the last mile segment which connects customer premises to access nodes and the backbone segment which carries traffic between aggregation nodes and the internet.

Typically, fiber optic technology is used to implement the middle mile segment due to its high bandwidth capacity. However, there are cases where deploying fiber infrastructure is not a viable option and wireless microwave links may be utilized as a more cost-effective alternative. For example, this may be the case when an access node is in a remote area or when the cost of fiber construction is prohibitively expensive due to the nature of the terrain.

Backbone

The backbone segment refers to a high-capacity network that provides interconnections between various ISP's PoPs and to local and remote data centers. The primary function of the backbone is to aggregate traffic from several large geographic regions, such as medium to large cities or major towns. As a result, the backbone links require a much higher bandwidth capacity than middle mile links since they transport a massive amount of data.

Given the bandwidth requirements of the backbone segment, it can only be effectively implemented using fiber optic technology, which provides the necessary high-speed data transmission capacity. The backbone segment plays a crucial role in the broadband infrastructure as it enables efficient transport of data over long distances, facilitating the interconnection between global internet networks.

Broadband Technologies

Although fiber optic technologies are widely used in the middle mile and backbone segments of broadband networks, a variety of broadband technologies are available for implementation in the last mile / access network segment. Thus, it is crucial to evaluate each technology and its characteristics, such as reliability, cost, reach, and bandwidth. The following section describes the most relevant technologies.

Digital Subscriber Line

DSL technology provides broadband services over existing telephone copper lines. A DSL modem serves as the CPE and the access node is implemented through a DSL Access Multiplexer (DSLAM) which is typically located at the local telephony exchange building.

DSL speeds are dependent on the distance between the customer location and the access node, with speeds ranging from a few hundred Mbps at distances less than 300 feet to 20-30 Mbps at distances greater than 0.5 miles. Longer distances, beyond several miles, may impede the use of this technology in the last mile section of the network.

Broadband networks that use existing copper wires usually require low investment as they reuse existing infrastructure. However, these infrastructures are old and prone to failure, especially in long cable runs.

Figure 83 below depicts the high-level architecture for DSL technology.

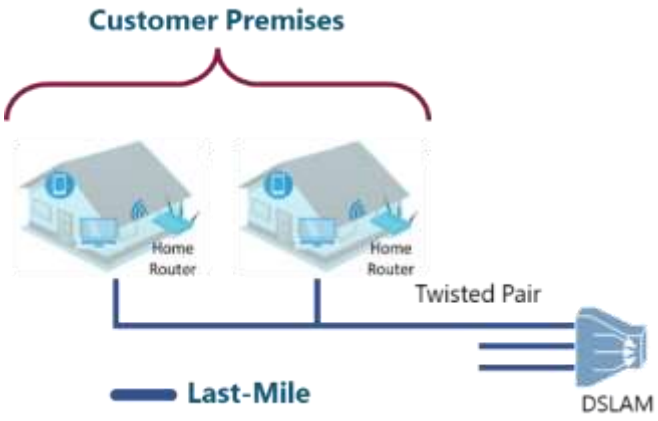


Figure 83. DSL high-level architecture

Data Over Cable Service Interface Specifications

DOCSIS technology allows cable providers to offer high-speed internet service to their customers over their existing coaxial cable infrastructure, which was originally designed for delivering cable TV signals. With DOCSIS, cable providers can leverage the existing network infrastructure to deliver internet speeds that can rival those of traditional DSL or some fiber-optic connections.

In the DOCSIS architecture the CPE is referred to as cable modem, and the access node as the Cable Modem Termination System (CMTS).

As in the case of twisted pairs, coaxial cables have a low cost and deployment effort since most of the cabling infrastructure is already in place and minimum upgrades (like user equipment and intermediate amplifiers) are required.

DOCSIS enables data speeds up to 1 Gbps and more with a maximum distance of 5 miles and good cable conditions. With this technology, the coaxial cable is shared with various subscribers, and so is the bandwidth, which is distributed between the subscribers making simultaneous use of the network. Figure 84 shows the associated architecture.

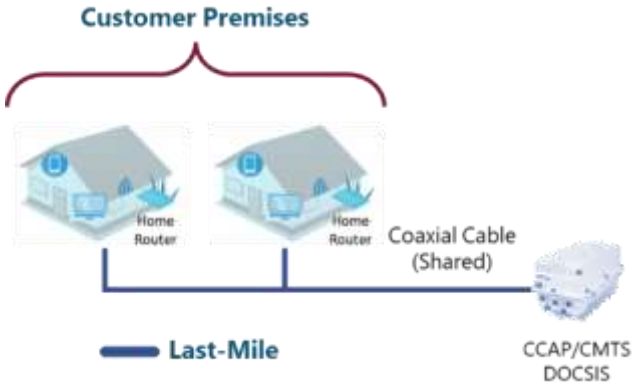


Figure 84. DOCSIS high-level architecture

Fiber-to-the Home

FTTH is a type of access network that employs fiber optic cables to connect many individual subscribers to the access node. Typically, FTTH is implemented through a PON where the fiber cable emerging from the access node is "split" to reach multiple subscribers who will share the available bandwidth. The CPE in this architecture is referred to as an Optical Network Terminal (ONT), while the access node is known as an OLT.

Fiber optic cables are very thin cables (the size of a human hair) made of glass that transport data in the form of light pulses, which are immune to electric or magnetic interference. Fiber optic systems enable bandwidths from hundreds of Mbps to hundreds or even thousands of Gbps and transmission over long distances. Importantly, distance and speed will depend on the transmission technology being used, that can be upgraded without modifying the fiber infrastructure. Thus, fiber installed today can achieve higher bandwidths by upgrading the equipment, ensuring a future-proof network.

One popular FTTH standards is XGS-PON. XGS-PON is a 10-Gigabit-capable symmetric optical network that can deliver downstream and upstream line rates of 9.95328 Gbit/s per OLT optical port, shared by up to 64, 128, or 256 subscribers through fiber “splits”. Additionally, an XGS-PON network supports a physical distance of up to 12.4 miles between OLT at the access node and ONTs at customer locations.

The costs associated with fiber networks are typically the highest when they require the construction of new infrastructure. Although the initial cost might seem high, the deployment of fiber provides robust future-proof networks with high reliability and extremely high bandwidth.

Deployments of FTTH can achieve symmetrical connections at the customer premises of up to 1000 Mbps downlink and 1000 Mbps uplink. Moreover, FTTH can be deployed by leveraging existing civil infrastructures such as electric poles and utility holes, which significantly reduces the capital expenditure (CAPEX).

The high-level architecture of a FTTH access network is presented in Figure 85 below.

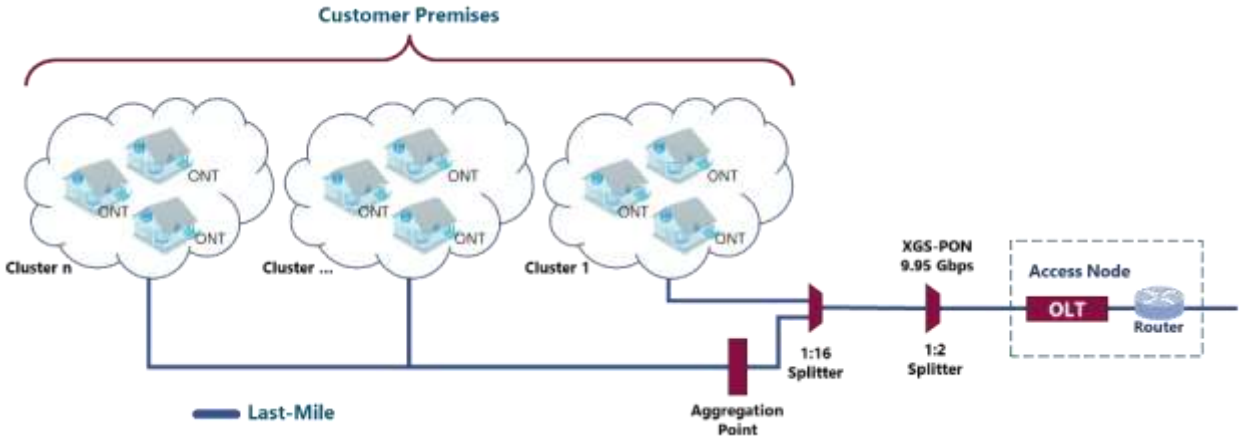


Figure 85. FTTH high-level architecture

Fixed Wireless Access

FWA technology distributes broadband services to customer premises via wireless signals. Various techniques can be utilized to implement FWA, including Time-Division Multiple Access (TDMA), and more recently, 4G and 5G technologies. FWA services are typically provided by ISP or Mobile Network Operators (MNOs).

More recently, the FCC has reallocated the use of 3.5GHz spectrum known as CBRS spectrum for use by private and public entities under various licensing regimes. This is an increasingly viable solution for rural communities.

In FWA, wireless signals are transmitted from antennas positioned atop high towers or buildings and received using CPEs located outside the customer's building.

The bandwidth capacity of FWA depends on the wireless technology being used. For instance, 4G technology can meet 25 Mbps/3 Mbps per subscriber, while 5G technology can provide services of 100 Mbps/20 Mbps or higher. Wireless propagation can be affected by weather conditions, which can interfere or attenuate the signal.

FWA is commonly considered a suitable alternative to FTTH when fiber deployment is too costly or when there are geographic constraints such as challenging terrain.

Figure 86 illustrates the high-level architecture for FWA technology.

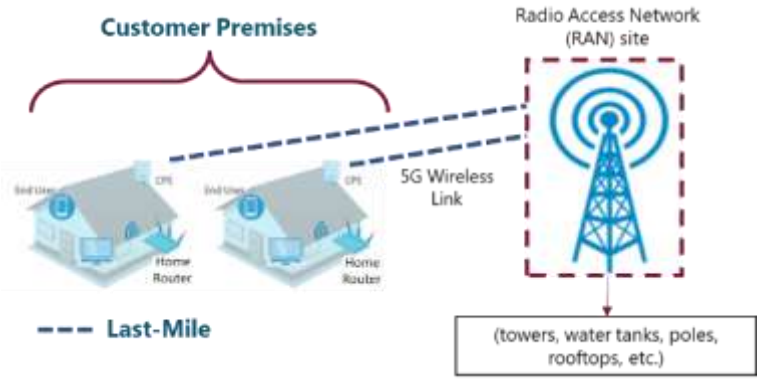


Figure 86. FWA high-level architecture

Satellite

Satellite broadband is an alternative wireless technology that enables high-speed bi-directional internet connections through communications satellites. The quality, speed, and cost of satellite connections vary depending on the type of satellites and their orbits. Low Earth Orbit (LEO) satellites, situated between 200 and 2,000 kilometers above the earth, provide high speeds at reasonable costs by using a constellation of satellites which is constantly changing in the sky. Geostationary satellites in contrast are positioned at altitudes of about 36,000 km which allows them to maintain the same position with respect to the Earth surface.

In satellite broadband, the CPE consists of a Very Small Aperture Terminal (VSAT) equipped with a flat (LEO) or parabolic (geostationary) antenna to establish a connection with the satellite, and a home router. The satellite relays the connection to the satellite hub, which links directly to a backbone node or ISP PoP.

Satellite links are sensitive to weather conditions, as it can affect the signal attenuation between the VSAT terminal and the satellites. This is especially important in the case of geostationary satellites due to the much longer link length.

Satellite systems are typically used in remote areas where neither fiber nor microwave links are viable, such as ranches, farms, or isolated homes. Costs associated with satellite services can be high, and the typical speeds offered are in the range of 25/3 Mbps for typical LEO systems.

The high-level network architecture for Satellite technology is captured in Figure 87.

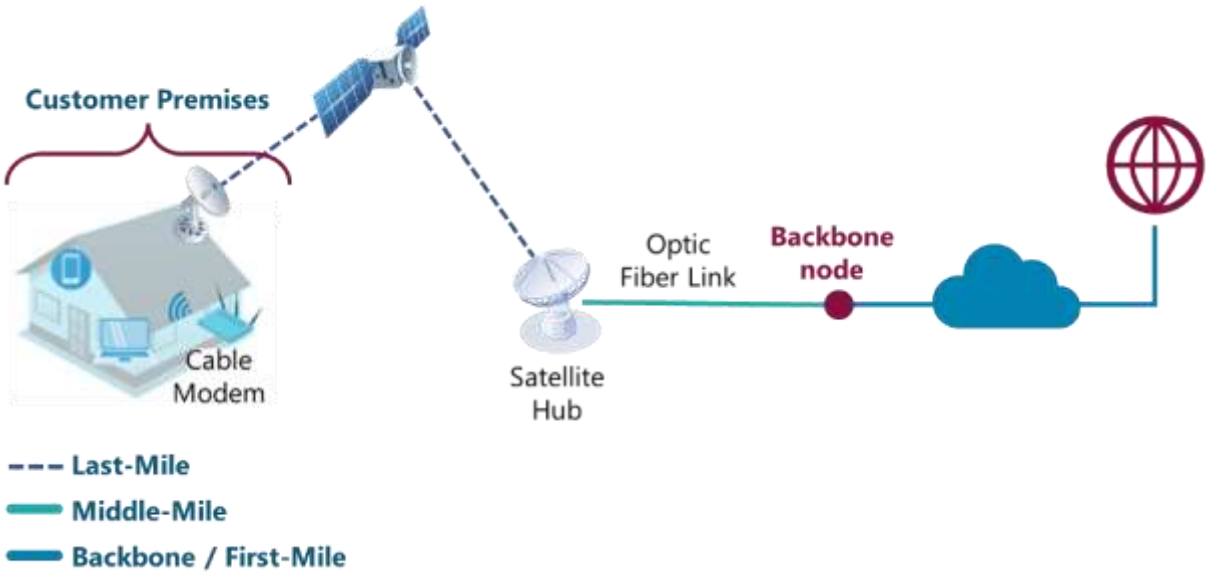


Figure 87. Satellite system high-level architecture

As a summary, Table 27 provides a comparison of the last-mile technologies described in this section.

Table 27. Last-Mile technology comparison

Last Mile Technology	Cost	Speeds	Reliability	Deployment Complexity
DSL	Low	• Low speeds • Decreases with the length of the copper line	High	Low
DOCSIS	Low	• Medium to high speeds • Decreases with the number simultaneous users	High	Low
FTTH	High	• Extremely high speeds/bandwidth • Easily upgraded to achieve faster speeds	High	High
FWA	Medium-high	• High speeds. • Signal strength decreases with distance, reducing data speed	High	Medium
Satellite	High (operating cost)	• Medium speeds • Regular user experience due to high signal delay	Low to medium	Low (considering satellites are in place)

Appendix B – Broadband Demand Analysis

The current and forecasted bandwidth demand by market segment has been characterized through a broadband demand analysis. The market segments included in the analysis are residential, business, and anchor institutions and local government.

The analysis starts by estimating demand on a per-subscriber basis. Then, based on penetration forecasts, the aggregated bandwidth requirements for the cities of Carmel, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas Sand City, Seaside, Soledad, the unincorporated areas, and the overall County are obtained with a five-year view.

Per Subscriber Demand Characterization

Residential users

The bandwidth required by residential users is directly proportional to the number of inhabitants (household size) and internet devices per household. The calculation of the required bandwidth assumes the worst scenario. That is, every person and every device are online at the same time.

Each household member is assumed to require a bandwidth of 25 Mbps. This accounts for the activities that have the highest bandwidth demand and, in general, are executed one at a time for each user. These activities are remote working, e-learning, and high-definition video steaming. All of them require 25 Mbps of bandwidth according to the FCC[29].

In addition to the bandwidth required by each household member, *Table 28* displays the typical bandwidth requirements by device category, and the average number of devices per household. The average number and type of devices for each household is estimated based on the results from the Needs Assessment Survey.

Table 28. Internet device categories and bandwidth requirements

Device Category	Bandwidth per Category (Mbps)	# Devices per Category
Smart/Streaming TV	25	1
Gaming console	10	0.3
Smartphones	10	1 per household inhabitant
Medical Device	10	0.096
Security system, doorbell, cameras	10	0.46

[29] Broadband Speed Guide

Table 29 displays the average household size for Monterey cities and unincorporated areas and their corresponding residential bandwidth.

Table 29. Monterey areas average household size and required residential bandwidth.

County Areas	Average Household Size*	Residential Bandwidth (Mbps)
Carmel-by-the-Sea	2.00	103.60
Del Rey Oaks	3.00	138.60
Gonzales	3.76	165.20
Greenfield	4.58	193.90
King City	4.15	178.85
Marina	2.72	128.80
Monterey	2.14	108.50
Pacific Grove	2.21	110.95
Salinas	3.76	165.20
Sand City	1.98	102.90
Seaside	3.05	140.35
Soledad	4.53	192.15
Unincorporated Areas	3.04	140.00

A key takeaway from this analysis is that residential broadband service offerings at Monterey must be at least 200 Mbps (downlink) to guarantee acceptable internet performance at home.

Business Users

The required bandwidth for business can be estimated based on the number of employees. Average bandwidth requirements for various business sizes are listed in Table 30

Table 30. Business Size categories and bandwidth requirements.

Business Size Category (# of employees)	Bandwidth per Category (Mbps)
1 – 9	100
10 – 49	300
50 – 99	1000 (1 Gbps)
> 100	10,000 (10 Gbps)

These ranges are used as the base of the aggregated demand analysis for the business segment.

Anchor Institutions and Government Facilities

Finally, all anchor institutions are assumed to require 1 Gbps bandwidth.

Monterey County Aggregated Demand

The aggregated bandwidth for the next five years is forecasted for each segment.

Residential Segment

For the residential segment, forecasting is based on the expected broadband adoption rate (the percentage of potential residential customers / households that will subscribe to a broadband service). According to the California Broadband for All Action Plan[30], the maximum adoption rate in California is 97% and it corresponds to households with an income higher than $100,000 a year. For this analysis, it is assumed that the County will be able to achieve this adoption rate in Year 5. Therefore, penetration values for Year 1-4 are interpolated based on current adoption rate and the expected penetration in Year 5.

Subscriber forecast is then obtained by multiplying the number of households by the adoption rate, resulting in the numbers presented in Table 31.

Table 31. Monterey Residential Subscriber 5-year forecast.

		Subscribers				
County Areas	**Household Count***	2023	2024	2025	2026	2027
Carmel-by-the-Sea	**3,363**	3,191	3,209	3,227	3,244	3,262
Del Rey Oaks	**768**	742	743	743	744	745
Gonzales	**2,330**	2,141	2,171	2,201	2,230	2,260
Greenfield	**4,519**	3,886	4,011	4,135	4,259	4,383
King City	**3,975**	3,466	3,564	3,661	3,758	3,856
Marina	**9,059**	8,072	8,250	8,429	8,608	8,787
Monterey	**16,618**	15,322	15,521	15,721	15,920	16,119
Pacific Grove	**8,752**	8,148	8,233	8,319	8,404	8,489
Salinas	**48,162**	43,876	44,586	45,296	46,007	46,717
Sand City	**463**	407	417	428	438	449
Seaside	**12,539**	11,448	11,627	11,805	11,984	12,163
Soledad	**4,989**	4,375	4,491	4,607	4,723	4,839
Unincorporated Areas	**45,604**	41,272	42,013	42,754	43,495	44,236

* - US Census
** - Based on the current broadband adoption rate (US census)
*** - Based on California Adoption Rate (97%) for persons with income >100$k per year (California Broadband for All Action Plan)

[30] https://broadbandcouncil.ca.gov/wp-content/uploads/sites/68/2020/12/BB4All-Action-Plan-Final.pdf

Aggregated residential demand is then obtained as the product of the residential subscriber bandwidth (Table 29) and the number of subscribers for each year (Table 31). Table 32 presents the results.

Table 32. Monterey Aggregated Residential Demand.

	Total Residential Bandwidth (Gbps)*				
County Areas	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Carmel-by-the-Sea	33.06	33.25	33.43	33.61	33.80
Del Rey Oaks	10.28	10.29	10.30	10.31	10.33
Gonzales	35.37	35.87	36.36	36.85	37.34
Greenfield	75.36	77.77	80.18	82.59	85.00
King City	61.99	63.74	65.48	67.22	68.96
Marina	103.96	106.27	108.57	110.88	113.18
Monterey	166.25	168.41	170.57	172.74	174.90
Pacific Grove	90.41	91.35	92.30	93.25	94.19
Salinas	724.84	736.57	748.31	760.05	771.78
Sand City	4.18	4.29	4.40	4.51	4.62
Seaside	160.68	163.19	165.69	168.20	170.71
Soledad	84.07	86.30	88.53	90.76	92.99
Unincorporated Areas	577.82	588.19	598.57	608.94	619.32
TOTAL	**2,128.28**	**2,165.48**	**2,202.69**	**2,239.90**	**2,277.11**

* - Computed with an oversubscription factor of 10.

Business Segment

In the case of business users, fixed broadband adoption is assumed to be 99% starting on Year 1. However, a constant annual bandwidth growth of 23% is assumed for the 5-year forecast. Table 33 shows the number of businesses in each Monterey City and unincorporated areas[31] and their required bandwidth on Year 1 based on previous assumptions. Table 34 summarizes the aggregated demand for the business segment by applying the 23% growth factor and an oversubscription factor of 5.

Table 33. Monterey's number of businesses by City and Unincorporated areas and required bandwidth.

County Areas	Number of Businesses	Business Bandwidth (Gbps)
Carmel-by-the-Sea	20	0.63
Del Rey Oaks	79	2.51
Gonzales	55	1.33
Greenfield	175	7.21
King City	302	18.12
Marina	576	20.22
Monterey	2,932	164.20
Pacific Grove	783	26.79

[31] California Community & Place Based Data Tool

Salinas	4,444	288.68
Sand City	180	7.23
Seaside	815	41.36
Soledad	234	9.58
Unincorporated Areas	4,304	487.97
Total	**14,899**	**1,075.83**
* - Computed with an oversubscription factor of 5.		

Table 34. Monterey Aggregated Business Demand.

	Total Business Bandwidth (Gbps)*				
County Areas	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Carmel-by-the-Sea	0.63	0.78	0.96	1.18	1.45
Del Rey Oaks	2.51	3.09	3.80	4.68	5.76
Gonzales	1.33	1.63	2.01	2.47	3.04
Greenfield	7.21	8.86	10.90	13.41	16.50
King City	18.12	22.28	27.41	33.71	41.47
Marina	20.22	24.87	30.58	37.62	46.27
Monterey	164.20	201.97	248.42	305.56	375.84
Pacific Grove	26.79	32.95	40.53	49.85	61.32
Salinas	288.68	355.08	436.75	537.20	660.76
Sand City	7.23	8.89	10.93	13.45	16.54
Seaside	41.36	50.88	62.58	76.97	94.67
Soledad	9.58	11.79	14.50	17.83	21.93
Unincorporated Areas	487.97	600.20	738.25	908.05	1,116.90
TOTAL	**1,075.83**	**1,323.27**	**1,627.63**	**2,001.98**	**2,462.44**
* - Computed with an oversubscription factor of 5.					

Anchor institutions and government use the same assumptions used for the Business segment. Table 35 shows the number of anchor institutions in each Monterey city and unincorporated areas[32] and their required bandwidth. Table 36 summarizes the aggregated residential demand.

Table 35. Monterey's number of Anchor institutions and government by City and Unincorporated areas and required bandwidth.

County Areas	Number of Institutions	Institutions Bandwidth (Gbps)*
Carmel-by-the-Sea	4	0.8
Del Rey Oaks	1	0.2
Gonzales	17	3.4
Greenfield	23	4.6
King City	39	7.7
Marina	41	8.1
Monterey	101	20.0
Pacific Grove	38	7.5
Salinas	245	48.5

[32] The number of anchor institutions and government facilities is based on the anchor institution layer from CPUC, and direct input from the Cities and the County

Sand City	2	0.4
Seaside	55	10.9
Soledad	41	8.1
Unincorporated Areas	226	44.7
Total	**833**	**164.9**
* - Computed with an oversubscription factor of 5.		

Table 36. Monterey Aggregated Anchor Institutions and Government Demand.

	Total Institutions Bandwidth (Gbps)				
County Areas	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Carmel-by-the-Sea	0.8	0.97	1.20	1.47	1.81
Del Rey Oaks	0.2	0.24	0.30	0.37	0.45
Gonzales	3.4	4.14	5.09	6.26	7.70
Greenfield	4.6	5.60	6.89	8.47	10.42
King City	7.7	9.50	11.68	14.37	17.67
Marina	8.1	9.99	12.28	15.11	18.58
Monterey	20.0	24.60	30.25	37.21	45.77
Pacific Grove	7.5	9.25	11.38	14.00	17.22
Salinas	48.5	59.67	73.39	90.27	111.03
Sand City	0.4	0.49	0.60	0.74	0.91
Seaside	10.9	13.39	16.48	20.26	24.93
Soledad	8.1	9.99	12.28	15.11	18.58
Unincorporated Areas	44.7	55.04	67.70	83.27	102.42

By adding the aggregated demand from all market segments, the overall 5-year demand for each city and unincorporated areas can be obtained. These results are summarized in Table 37.

Table 37. Monterey's Cities and Unincorporated areas aggregated demand.

	Aggregated Bandwidth (Gbps)				
County Area	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Carmel-by-the-Sea	34.49	35.00	35.59	36.27	37.06
Del Rey Oaks	13.00	13.63	14.41	15.36	16.53
Gonzales	40.07	41.64	43.46	45.58	48.08
Greenfield	87.12	92.23	97.97	104.47	111.92
King City	87.83	95.52	104.57	115.30	128.10
Marina	132.30	141.12	151.44	163.60	178.03
Monterey	350.45	394.98	449.25	515.51	596.51
Pacific Grove	124.72	133.56	144.21	157.10	172.73
Salinas	1,062.03	1,151.32	1,258.45	1,387.52	1,543.57
Sand City	11.81	13.67	15.94	18.70	22.07
Seaside	212.93	227.46	244.75	265.44	290.31
Soledad	101.77	108.08	115.31	123.70	133.50
Unincorporated Areas	1,110.53	1,243.43	1,404.52	1,600.26	1,838.64
Aggregated Demand	**3,369.04**	**3,691.63**	**4,079.85**	**4,548.80**	**5,117.06**

Table 38 summarizes the aggregated demand by market segment and Monterey's Total Demand.

Table 38. Aggregated Demand by segment and Monterey total demand.

	Total Aggregated Bandwidth (Gbps)				
Market Segment	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Total Residential	2,128.28	2,165.48	2,202.69	2,239.90	2,277.11
Total Business	1,075.83	1,323.27	1,627.63	2,001.98	2,462.44
Total Institutions	164.93	202.87	249.53	306.92	377.51
Monterey Aggregated Demand	**3,369.04**	**3,691.63**	**4,079.85**	**4,548.80**	**5,117.06**

Figure depicts the contribution of each market segment to the overall Monterey aggregated demand.

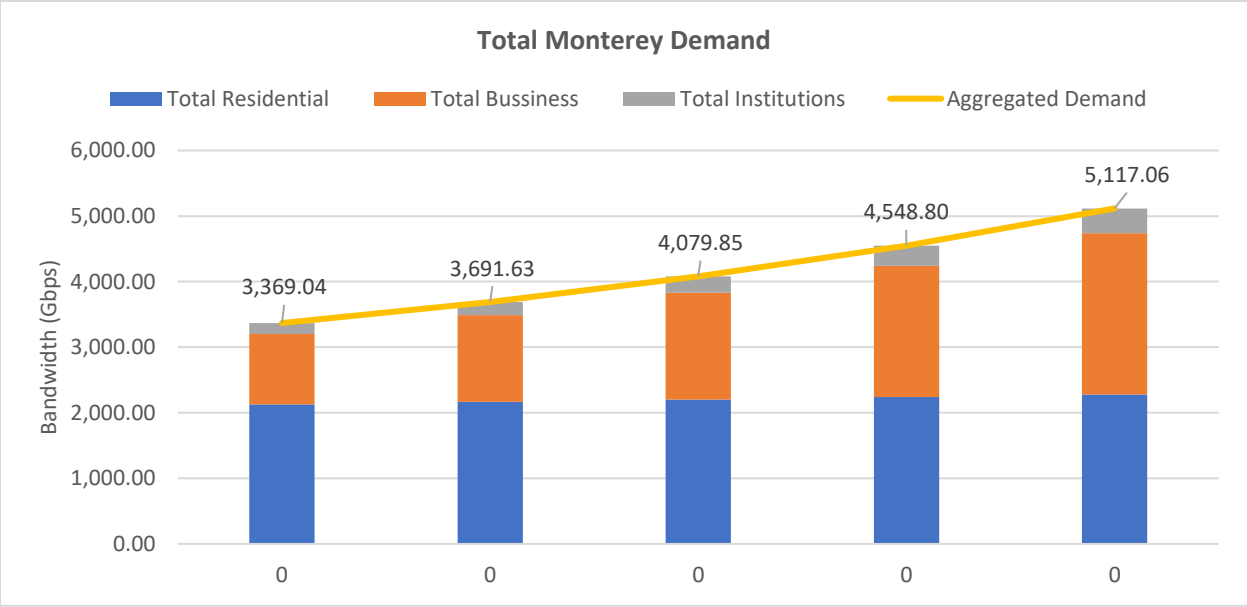


Figure 88. Monterey Aggregated Demand by Segment.

The following conclusions and takeaways can be obtained as a result of the Broadband Demand Analysis:

- The residential service offering in Monterey County should be at least 200 Mbps (downlink) in all cities and unincorporated areas.
- Middle mile networks in the County should offer an aggregated capacity of 6 Gbps, allowing adequate bandwidth for the cities: 1.2 Tbps for Marina and Salinas, 750 Gbps for the coastal cities of Monterey, Pacific Grove, Sand City, Seaside, Carmel by the Sea, and Del Rey Oaks, 230 Gbps for Gonzales, Greenfield, and Soledad, 1.2 Tbps for King City, and 1.1 Tbps for the unincorporated areas of the County.

Aggregated Monterey Demand will scale beyond 5.1 Tbps in a 5-year period. However, this capacity will be distributed among various ISPs.

Appendix C – Opportunity Zones Summary

Fiber Opportunity Zones

Pacific Grove [Cluster ID: A]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	6,757	44
CPUC:	6,501	146

Fiber Availability [%]	Location Density [locations/sq mile]
57%	1,331

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	AT&T
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	16,970,479.80
Grant Amount	$	5,086,800.00
Year-10 Revenue	$	1,029,684.00
NPV	$	-8,097,305.39

KEY SUCESS FACTORS

To ensure a positive business case is dependent on securing grant funding of at least $8 million
The feasibility of broadband expansion relies on the successful implementation and expansion of the California Middle Mile network.

West Monterey [Cluster ID: B]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	3,449	12
CPUC:	3,438	111

Fiber Availability [%]	Location Density [locations/sq mile]
34%	1,045

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Astound
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	11,849,186.48
Grant Amount	$	-
Year-10 Revenue	$	723,780.00
NPV	$	-6,551,733.73

KEY SUCESS FACTORS

The expansion of the existing AT&T fiber network, which could reduce capital expenditure (Capex).
Requieres engagement with ISPs is required to facilitate network deployment.

South Seaside [Cluster ID: C]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	8,434	4
CPUC:	9,642	381

Fiber Availability [%]	Location Density [locations/sq mile]
22%	1,653

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Comcast
Grant(s)	BEAD
Timeframe	Phase 2

Total CAPEX	$	20,827,007.90
Grant Amount	$	1,300,000.00
Year-10 Revenue	$	1,867,680.00
NPV	$	-12,761,224.83

KEY SUCESS FACTORS

The proposed model assumes the expansion of the existing AT&T or Comcast network, which could reduce capital expenditure (Capex).
Consider FFA grants as inducements for the unserved and potential permit streamlining.

Charter Oak Blvd [Cluster ID: D]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	922	0
CPUC:	634	0

Fiber Availability [%]	Location Density [locations/sq mile]
4%	1,281

Grant Eligibility
NA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	Cruzio request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	1.2

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Cruzio
Alternative Partner	Underline | Charter
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	4,861,781.13
Grant Amount	$	-
Year-10 Revenue	$	213,900.00
NPV	$	-3,069,992.60

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Cruzio CASF Application.
Collaborate closely with Cruzio to understand the exact expansion requirements and potential investment commitments.
Work with local regulatory authorities to streamline the permitting process.
Evaluate the practicality and benefits of micro-trenching for the expansion in this area.

Castroville [Cluster ID: E]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	1,205	1
CPUC:	1,203	40

Fiber Availability [%]	Location Density [locations/sq mile]
13%	1,868

Grant Eligibility
FFA / BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	County Fiber Ring
On-going Initiatives	Cruzio request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	Vast
Grant(s)	BEAD
Timeframe	Phase 2

Total CAPEX	$	3,419,509.44
Grant Amount	$	2,000,000.00
Year-10 Revenue	$	218,784.00
NPV	$	-607,777.48

KEY SUCESS FACTORS

To ensure a positive business case is dependent on securing grant funding of at least $2.6 million

Moro Rd [Cluster ID: F]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	228	0
CPUC:	265	3

Fiber Availability [%]	Location Density [locations/sq mile]
0%	496

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	2.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Charter
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	3,531,627.85
Grant Amount	$	-
Year-10 Revenue	$	53,040.00
NPV	$	-2,636,901.89

KEY SUCESS FACTORS

Requiere effective coordination with other Opportunity Zones to optimize middle-mile infrastructure.

Las Lomas [Cluster ID: G]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	570	4
CPUC:	544	0

Fiber Availability [%]	Location Density [locations/sq mile]
5%	774

Grant Eligibility
NA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network | Cruzio request CASF funding to deploy last/middle mile | Garlic request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	1.5

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Garlic
Alternative Partner	Cruzio
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	4,040,823.47
Grant Amount	$	-
Year-10 Revenue	$	134,340.00
NPV	$	-2,728,140.38

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Garlic CASF Application.
Collaborate closely with Garlic to understand the exact expansion requirements and potential investment commitments.

Soledad [Cluster ID: H]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	3,887	20
CPUC:	3,876	166

Fiber Availability [%]	Location Density [locations/sq mile]
6%	1,861

Grant Eligibility
FFA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network | SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	Vast
Grant(s)	FFA
Timeframe	Phase 1

Total CAPEX	$	10,259,181.56
Grant Amount	$	6,000,000.00
Year-10 Revenue	$	732,036.00
NPV	$	-1,537,973.40

KEY SUCESS FACTORS

Requieres successful award of the FFA Grant for the SSVBA Area
Work closely with the South Salinas Valley Broadband Authority (SSVBA) to align strategies and efforts in securing the grant

King City [Cluster ID: I]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	2,750	36
CPUC:	2,656	75

Fiber Availability [%]	Location Density [locations/sq mile]
8%	1,291

Grant Eligibility
FFA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	Astound
Grant(s)	FFA
Timeframe	Phase 1

Total CAPEX	$	6,769,751.23
Grant Amount	$	3,500,000.00
Year-10 Revenue	$	507,528.00
NPV	$	-1,383,501.46

KEY SUCESS FACTORS

Requieres successful award of the FFA Grant for the SSVBA Area
Work closely with the South Salinas Valley Broadband Authority (SSVBA) to align strategies and efforts in securing the grant

Cachagua Creek [Cluster ID: J]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	109	45
CPUC:	314	296

Fiber Availability [%]	Location Density [locations/sq mile]
0%	713

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	10.6

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	GSCA
Grant(s)	BEAD
Timeframe	Long Term

Total CAPEX	$	797,073.24
Grant Amount	$	797,073.24
Year-10 Revenue	$	46,800.00
NPV	$	59,893.81

KEY SUCESS FACTORS

Feasible only if CA Middle Mile is extended.
The feasibility of broadband expansion relies on the successful implementation and expansion of the California Middle Mile network.

Greenfield [Cluster ID: K]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	3,392	48
CPUC:	3,450	155

Fiber Availability [%]	Location Density [locations/sq mile]
0%	1,461

Grant Eligibility
FFA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	3.2

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	Vast
Grant(s)	FFA
Timeframe	Phase 1

Total CAPEX	$	11,508,985.20
Grant Amount	$	7,500,000.00
Year-10 Revenue	$	631,548.00
NPV	$	-1,661,055.73

KEY SUCESS FACTORS

Requieres successful award of the FFA Grant for the SSVBA Area
Work closely with the South Salinas Valley Broadband Authority (SSVBA) to align strategies and efforts in securing the grant

Indian Spring Park [Cluster ID: L]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	300	0
CPUC:	386	4

Fiber Availability [%]	Location Density [locations/sq mile]
0%	636

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Comcast
Alternative Partner	0
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	2,501,751.15
Grant Amount	$	-
Year-10 Revenue	$	71,160.00
NPV	$	-1,774,652.10

KEY SUCESS FACTORS

The feasibility of broadband expansion relies on the successful implementation and expansion of the California Middle Mile network or MW Backhaul deployment

River Run Rd [Cluster ID: M]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	329	0
CPUC:	160	0

Fiber Availability [%]	Location Density [locations/sq mile]
0%	1,417

Grant Eligibility
NA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	2.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Comcast
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	1,117,535.62
Grant Amount	$	-
Year-10 Revenue	$	78,960.00
NPV	$	-681,923.34

KEY SUCESS FACTORS

The expansion of the existing AT&T fiber network, which could reduce capital expenditure (Capex).
Requieres engagement with ISPs is required to facilitate network deployment.

Gonzales [Cluster ID: N]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	1,822	48
CPUC:	1,840	89

Fiber Availability [%]	Location Density [locations/sq mile]
9%	1,407

Grant Eligibility
FFA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network | SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	Vast
Grant(s)	FFA
Timeframe	Phase 1

Total CAPEX	$	5,931,178.62
Grant Amount	$	3,700,000.00
Year-10 Revenue	$	351,072.00
NPV	$	-923,883.16

KEY SUCESS FACTORS

Requieres successful award of the FFA Grant for the SSVBA Area
Work closely with the South Salinas Valley Broadband Authority (SSVBA) to align strategies and efforts in securing the grant

Del Monte Ave [Cluster ID: O]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	394	0
CPUC:	373	6

Fiber Availability [%]	Location Density [locations/sq mile]
17%	3,429

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	County Fiber Ring
On-going Initiatives	NA
Distance to CMMBI [miles]	0.3

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	GSCA | Comcast
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	3,565,453.22
Grant Amount	$	-
Year-10 Revenue	$	93,240.00
NPV	$	-2,506,842.44

KEY SUCESS FACTORS

The expansion of the existing AT&T fiber network, which could reduce capital expenditure (Capex).
Requieres engagement with ISPs is required to facilitate network deployment.

Del Monte Golf Club [Cluster ID: P]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	1,396	4
CPUC:	2,130	191

Fiber Availability [%]	Location Density [locations/sq mile]
24%	826

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	County Fiber Ring
On-going Initiatives	NA
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	AT&T
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	6,546,396.48
Grant Amount	$	6,546,396.48
Year-10 Revenue	$	254,400.00
NPV	$	944,922.81

KEY SUCESS FACTORS

The feasibility of broadband expansion relies on the successful implementation and expansion of the California Middle Mile network

North Seaside [Cluster ID: Q]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	930	3
CPUC:	871	55

Fiber Availability [%]	Location Density [locations/sq mile]
12%	696

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	County Fiber Ring
On-going Initiatives	NA
Distance to CMMBI [miles]	0.8

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Comcast | Optimum
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	5,186,860.75
Grant Amount	$	1,358,500.00
Year-10 Revenue	$	213,720.00
NPV	$	-3,162,696.97

KEY SUCESS FACTORS

The expansion of the existing AT&T fiber network, which could reduce capital expenditure (Capex).
Requieres engagement with ISPs is required to facilitate network deployment.

Marina [Cluster ID: R]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	5,752	74
CPUC:	5,750	692

Fiber Availability [%]	Location Density [locations/sq mile]
17%	1,029

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	County Fiber Ring
On-going Initiatives	Cruzio request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Cruzio
Alternative Partner	AT&T | Astound
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	16,563,025.78
Grant Amount	$	8,400,000.00
Year-10 Revenue	$	1,307,640.00
NPV	$	-3,468,675.82

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Cruzio CASF Application.
Collaborate closely with Cruzio to understand the exact expansion requirements and potential investment commitments.

Spreckels [Cluster ID: S]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	269	0
CPUC:	267	1

Fiber Availability [%]	Location Density [locations/sq mile]
0%	2,262

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	2.3

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	AT&T
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	918,822.62
Grant Amount	$	-
Year-10 Revenue	$	50,880.00
NPV	$	-728,555.54

KEY SUCESS FACTORS

The feasibility of broadband expansion relies on the successful implementation and expansion of the California Middle Mile network

Valley Oaks Mobile Park [Cluster ID: T]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	41	41
CPUC:	17	17

Fiber Availability [%]	Location Density [locations/sq mile]
0%	4,058

Grant Eligibility
FFA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	6.4

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	T-Mobile
Grant(s)	FFA
Timeframe	Long Term

Total CAPEX	$	432,828.35
Grant Amount	$	433,000.00
Year-10 Revenue	$	23,532.00
NPV	$	91,205.26

KEY SUCESS FACTORS

Feasible only if CA Middle Mile is extended or through MW Backhaul.
Requieres Long GSN Middle-mile extensions to serve various clusters.

Sillman Rd [Cluster ID: U]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	45	43
CPUC:	27	27

Fiber Availability [%]	Location Density [locations/sq mile]
9%	1,112

Grant Eligibility
FFA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network | SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	Vast
Grant(s)	FFA
Timeframe	Phase 1

Total CAPEX	$	555,454.97
Grant Amount	$	555,454.97
Year-10 Revenue	$	26,076.00
NPV	$	100,798.12

KEY SUCESS FACTORS

Feasible only if CA Middle Mile is extended or through MW Backhaul.
Requieres GSN Middle-mile extensions to serve various clusters.

Quail Meadows [Cluster ID: V]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	769	41
CPUC:	314	21

Fiber Availability [%]	Location Density [locations/sq mile]
0%	717

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	3.6

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	GSCA
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	4,354,201.69
Grant Amount	$	3,300,000.00
Year-10 Revenue	$	199,860.00
NPV	$	-432,348.41

KEY SUCESS FACTORS

The expansion of the existing AT&T fiber network, which could reduce capital expenditure (Capex).
Requieres engagement with ISPs is required to facilitate network deployment.

Buena Vista Middle School [Cluster ID: W]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	594	0
CPUC:	205	0

Fiber Availability [%]	Location Density [locations/sq mile]
0%	910

Grant Eligibility
NA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	1.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Comcast
Alternative Partner	AT&T
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	3,035,245.52
Grant Amount	$	-
Year-10 Revenue	$	140,580.00
NPV	$	-1,932,447.17

KEY SUCESS FACTORS

The upgrade of the existing Comcast network, which could reduce capital expenditure (Capex). Requieres engagement with ISPs is required to facilitate network deployment.

Pajaro [Cluster ID: X]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	354	3
CPUC:	364	13

Fiber Availability [%]	Location Density [locations/sq mile]
29%	946

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network | Cruzio request CASF funding to deploy last/middle mile | Garlic request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Vast
Alternative Partner	Garlic | Cruzio
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	1,603,591.40
Grant Amount	$	-
Year-10 Revenue	$	79,200.00
NPV	$	-1,050,006.58

KEY SUCESS FACTORS

The expansion of the existing Vast fiber network, which could reduce capital expenditure (Capex).
Requieres engagement with ISPs is required to facilitate network deployment.

Ambler Park [Cluster ID: Y]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	319	1
CPUC:	234	4

Fiber Availability [%]	Location Density [locations/sq mile]
0%	893

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	County Fiber Ring
On-going Initiatives	NA
Distance to CMMBI [miles]	3.5

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Comcast
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	3,255,041.90
Grant Amount	$	-
Year-10 Revenue	$	74,880.00
NPV	$	-2,344,386.69

KEY SUCESS FACTORS

Needs to find the right incentive for the incumbent to deploy the network.
Requieres Long GSN Middle-mile extensions to serve various clusters.

Salinas [Cluster ID: Z]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	28,965	254
CPUC:	28,851	1,367

Fiber Availability [%]	Location Density [locations/sq mile]
23%	1,440

Grant Eligibility
CASF | BEAD | EDA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	County Fiber Ring
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network | Underline has an active agreement with Salinas City to deploy an open-access network | Kimley-Horn has an active agreement to develop the Broadband Strategic Plan for Salinas City | Cruzio request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Underline
Alternative Partner	Astound | Vast
Grant(s)	EDA
Timeframe	Phase 2

Total CAPEX	$	70,056,836.45
Grant Amount	$	28,600,000.00
Year-10 Revenue	$	6,495,300.00
NPV	$	-17,768,202.98

KEY SUCESS FACTORS

Agreement between Underline and the City already in place.
Key requirement is to streamline permitt processes and to enable micro-trenching.

Prunedale Elementary School [Cluster ID: AA]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	330	0
CPUC:	108	1

Fiber Availability [%]	Location Density [locations/sq mile]
0%	501

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	Cruzio request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	3.4

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Cruzio
Alternative Partner	Charter | AT&T
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	4,328,523.58
Grant Amount	$	-
Year-10 Revenue	$	78,360.00
NPV	$	-3,154,594.08

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Cruzio CASF Application.
Collaborate closely with Cruzio to understand the exact expansion requirements and potential investment commitments.

Chualar [Cluster ID: AB]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	200	0
CPUC:	146	4

Fiber Availability [%]	Location Density [locations/sq mile]
14%	1,436

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network| SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3 | Cruzio request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	Vast | Cruzio
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	870,680.70
Grant Amount	$	-
Year-10 Revenue	$	35,616.00
NPV	$	-737,366.37

KEY SUCESS FACTORS

Feasible only if CA Middle Mile is extended or through MW Backhaul.
Requieres Long GSN Middle-mile extensions to serve various clusters.

Langley Canyon Rd [Cluster ID: AC]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	325	0
CPUC:	370	3

Fiber Availability [%]	Location Density [locations/sq mile]
0%	495

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	Garlic request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	0.5

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Garlic
Alternative Partner	Cruzio
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	3,084,098.02
Grant Amount	$	-
Year-10 Revenue	$	77,580.00
NPV	$	-2,199,852.50

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Garlic CASF Application.
Collaborate closely with Garlic to understand the exact expansion requirements and potential investment commitments.

Pine Canyon [Cluster ID: AD]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	533	0
CPUC:	564	71

Fiber Availability [%]	Location Density [locations/sq mile]
0%	1,436

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	2.8

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	AT&T | Charter
Grant(s)	BEAD
Timeframe	Long Term

Total CAPEX	$	2,894,718.23
Grant Amount	$	2,300,000.00
Year-10 Revenue	$	101,760.00
NPV	$	-216,355.79

KEY SUCESS FACTORS

Feasible only if CA Middle Mile is extended or through MW Backhaul.
Work closely with the South Salinas Valley Broadband Authority (SSVBA) to align strategies and efforts.

Carmel Valley High School [Cluster ID: AE]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	251	0
CPUC:	134	1

Fiber Availability [%]	Location Density [locations/sq mile]
0%	461

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	2.4

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Comcast
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	3,049,065.51
Grant Amount	$	-
Year-10 Revenue	$	47,940.00
NPV	$	-2,281,627.28

KEY SUCESS FACTORS

The expansion of the existing AT&T fiber network, which could reduce capital expenditure (Capex).
Requieres engagement with ISPs is required to facilitate network deployment.

Carmel Highlands [Cluster ID: AF]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	478	0
CPUC:	319	20

Fiber Availability [%]	Location Density [locations/sq mile]
0%	488

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	3.4

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Charter
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	5,387,968.89
Grant Amount	$	-
Year-10 Revenue	$	112,680.00
NPV	$	-3,844,299.70

KEY SUCESS FACTORS

The expansion of the existing AT&T fiber network, which could reduce capital expenditure (Capex).
Requieres engagement with ISPs is required to facilitate network deployment.

Jolon Rd [Cluster ID: AG]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	57	57
CPUC:	117	117

Fiber Availability [%]	Location Density [locations/sq mile]
0%	1,200

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	11.7

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	T-Mobile
Grant(s)	FFA
Timeframe	Long Term

Total CAPEX	$	558,837.69
Grant Amount	$	558,837.69
Year-10 Revenue	$	33,072.00
NPV	$	126,774.37

KEY SUCESS FACTORS

Feasible only if CA Middle Mile is extended or through MW Backhaul.
Requieres Long GSN Middle-mile extensions to serve various clusters.

White Rock Lake [Cluster ID: AH]

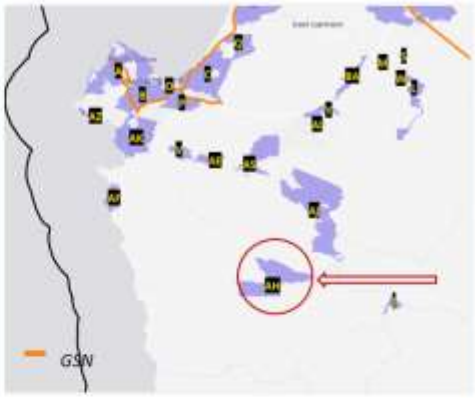
Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	81	0
CPUC:	107	97

Fiber Availability [%]	Location Density [locations/sq mile]
0%	1,071

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	9.5

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	RazzoLink
Grant(s)	BEAD
Timeframe	Long Term

Total CAPEX	$	594,892.97
Grant Amount	$	594,892.97
Year-10 Revenue	$	11,448.00
NPV	$	41,932.40

KEY SUCESS FACTORS

Feasible only if CA Middle Mile is extended or through MW Backhaul.
Requieres Long GSN Middle-mile extensions to serve various clusters.

Corral Country Club [Cluster ID: AI]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	263	0
CPUC:	228	16

Fiber Availability [%]	Location Density [locations/sq mile]
0%	506

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	County Fiber Ring
On-going Initiatives	NA
Distance to CMMBI [miles]	1.2

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Comcast
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	2,683,992.65
Grant Amount	$	-
Year-10 Revenue	$	61,620.00
NPV	$	-1,952,694.17

KEY SUCESS FACTORS

Needs to find the right incentive for the incumbent to deploy the network.

Carmel Valley Village [Cluster ID: AJ]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	1,578	31
CPUC:	1,580	112

Fiber Availability [%]	Location Density [locations/sq mile]
0%	475

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	County Fiber Ring
On-going Initiatives	NA
Distance to CMMBI [miles]	5.4

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Comcast
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	12,452,296.97
Grant Amount	$	10,000,000.00
Year-10 Revenue	$	422,820.00
NPV	$	-984,208.34

KEY SUCESS FACTORS

Needs to find the right incentive for the incumbent to deploy the network.

Carmel by the Sea [Cluster ID: AK]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	4,967	2
CPUC:	4,862	88

Fiber Availability [%]	Location Density [locations/sq mile]
15%	1,137

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	1.1

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Astound
Alternative Partner	AT&T
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	14,319,168.59
Grant Amount	$	-
Year-10 Revenue	$	1,138,440.00
NPV	$	-6,935,384.69

KEY SUCESS FACTORS

Needs to find the right incentive for the incumbent to deploy the network.

Prune Tree Center [Cluster ID: AL]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	552	2
CPUC:	203	26

Fiber Availability [%]	Location Density [locations/sq mile]
0%	466

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	Cruzio request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	2.1

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Cruzio
Alternative Partner	GSCA
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	5,161,940.08
Grant Amount	$	4,500,000.00
Year-10 Revenue	$	136,380.00
NPV	$	-271,070.80

KEY SUCESS FACTORS

High risk in getting the grant, also needs middle mile extensions to serve various clusters.

Arrow Transportation Company [Cluster ID: AM]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	135	0
CPUC:	134	134

Fiber Availability [%]	Location Density [locations/sq mile]
0%	1,868

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	County Fiber Ring
On-going Initiatives	NA
Distance to CMMBI [miles]	4.9

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Cruzio
Alternative Partner	Underline
Grant(s)	CASF
Timeframe	Phase 1

Total CAPEX	$	843,510.15
Grant Amount	$	800,000.00
Year-10 Revenue	$	35,040.00
NPV	$	-26,550.90

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Cruzio CASF Application.
Collaborate closely with Cruzio to understand the exact expansion requirements and potential investment commitments.

Pajaro River [Cluster ID: AN]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	40	0
CPUC:	387	30

Fiber Availability [%]	Location Density [locations/sq mile]
0%	1,365

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	Garlic request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	1.8

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Garlic
Alternative Partner	Vast | GSCA
Grant(s)	CASF
Timeframe	Phase 1

Total CAPEX	$	1,006,809.62
Grant Amount	$	1,006,809.62
Year-10 Revenue	$	15,660.00
NPV	$	-48,073.90

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Garlic CASF Application.
Collaborate closely with Garlic to understand the exact expansion requirements and potential investment commitments.

San Ardo [Cluster ID: AO]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	132	132
CPUC:	147	147

Fiber Availability [%]	Location Density [locations/sq mile]
0%	1,038

Grant Eligibility
FFA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	AT&T
Grant(s)	FFA
Timeframe	Phase 1

Total CAPEX	$	751,621.31
Grant Amount	$	751,621.31
Year-10 Revenue	$	31,800.00
NPV	$	120,070.31

KEY SUCESS FACTORS

Requieres successful award of the FFA Grant for the SSVBA Area
Work closely with the South Salinas Valley Broadband Authority (SSVBA) to align strategies and efforts in securing the grant

Soledad Prison Rd [Cluster ID: AP]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	55	55
CPUC:	43	43

Fiber Availability [%]	Location Density [locations/sq mile]
0%	967

Grant Eligibility
FFA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network | SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	Vast
Grant(s)	FFA
Timeframe	Phase 1

Total CAPEX	$	704,023.72
Grant Amount	$	704,023.72
Year-10 Revenue	$	31,800.00
NPV	$	122,435.05

KEY SUCESS FACTORS

Requieres successful award of the FFA Grant for the SSVBA Area
Work closely with the South Salinas Valley Broadband Authority (SSVBA) to align strategies and efforts in securing the grant

Aromas [Cluster ID: AQ]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	233	0
CPUC:	63	1

Fiber Availability [%]	Location Density [locations/sq mile]
5%	580

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	Garlic request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Garlic
Alternative Partner	Vast
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	1,920,092.38
Grant Amount	$	-
Year-10 Revenue	$	54,000.00
NPV	$	-1,390,561.36

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Garlic CASF Application.
Collaborate closely with Garlic to understand the exact expansion requirements and potential investment commitments.

Pajaro Valley Golf Club [Cluster ID: AR]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	211	0
CPUC:	241	14

Fiber Availability [%]	Location Density [locations/sq mile]
2%	512

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network | Cruzio request CASF funding to deploy last/middle mile | Garlic request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Garlic
Alternative Partner	Cruzio | Vast
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	2,275,603.89
Grant Amount	$	-
Year-10 Revenue	$	50,880.00
NPV	$	-1,674,739.27

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Garlic CASF Application.
Collaborate closely with Garlic to understand the exact expansion requirements and potential investment commitments.

Carmel Valley Golf Club [Cluster ID: AS]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	700	24
CPUC:	242	12

Fiber Availability [%]	Location Density [locations/sq mile]
0%	438

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	2.2

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Comcast
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	5,730,904.86
Grant Amount	$	-
Year-10 Revenue	$	199,860.00
NPV	$	-3,769,909.51

KEY SUCESS FACTORS

Needs to find the right incentive for the incumbent to deploy the network.
Requieres Long GSN Middle-mile extensions to serve various clusters.

Pond Derosa Lane [Cluster ID: AT]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	220	0
CPUC:	46	0

Fiber Availability [%]	Location Density [locations/sq mile]
0%	500

Grant Eligibility
NA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network | Garlic request CASF funding to deploy last/middle mile | Surfnet request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	0.5

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Garlic
Alternative Partner	Surfnet
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	2,648,612.40
Grant Amount	$	-
Year-10 Revenue	$	53,220.00
NPV	$	-1,953,340.32

KEY SUCESS FACTORS

Needs to find the right incentive for the incumbent to deploy the network.
Requieres Long GSN Middle-mile extensions to serve various clusters.

San Lucas [Cluster ID: AU]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	87	87
CPUC:	89	89

Fiber Availability [%]	Location Density [locations/sq mile]
0%	909

Grant Eligibility
FFA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	GSCA
Primary Partner	GSCA
Alternative Partner	Charter
Grant(s)	FFA
Timeframe	Phase 1

Total CAPEX	$	847,715.77
Grant Amount	$	847,715.77
Year-10 Revenue	$	49,608.00
NPV	$	190,720.91

KEY SUCESS FACTORS

Requieres successful award of the FFA Grant for the SSVBA Area
Work closely with the South Salinas Valley Broadband Authority (SSVBA) to align strategies and efforts in securing the grant

Elkhorn [Cluster ID: AV]

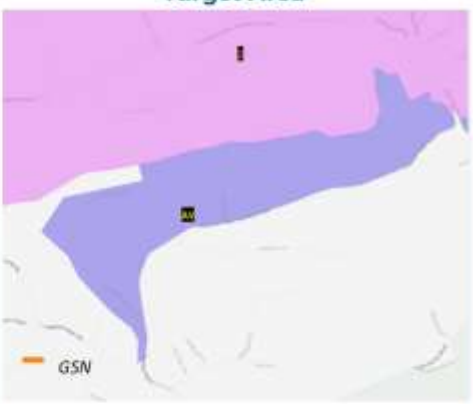
Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	171	0
CPUC:	831	580

Fiber Availability [%]	Location Density [locations/sq mile]
0%	400

Grant Eligibility
CASF | BEAD | FFA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network | Garlic request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	2.6

Recommended Solution & Financial Metrics

Operating Model	Fiber ISP Standalone
Primary Partner	Garlic
Alternative Partner	Surfnet | GSCA
Grant(s)	CASF
Timeframe	Long Term

Total CAPEX	$	1,821,861.57
Grant Amount	$	1,821,861.57
Year-10 Revenue	$	40,560.00
NPV	$	34,206.54

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Garlic CASF Application.
Collaborate closely with Garlic to understand the exact expansion requirements and potential investment commitments.

Crazy Horse Club [Cluster ID: AW]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	316	0
CPUC:	208	3

Fiber Availability [%]	Location Density [locations/sq mile]
0%	659

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	0.0

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Underline
Alternative Partner	AT&T
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	2,093,953.16
Grant Amount	$	-
Year-10 Revenue	$	75,060.00
NPV	$	-1,447,021.13

KEY SUCESS FACTORS

The expansion of the existing fiber network, which could reduce capital expenditure (Capex). Requieres engagement with ISPs is required to facilitate network deployment.

West Prunedale [Cluster ID: AX]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	240	0
CPUC:	230	0

Fiber Availability [%]	Location Density [locations/sq mile]
0%	1,387

Grant Eligibility
NA

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network | Cruzio request CASF funding to deploy last/middle mile
Distance to CMMBI [miles]	1.2

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	Cruzio
Alternative Partner	Charter
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	1,556,150.40
Grant Amount	$	-
Year-10 Revenue	$	56,160.00
NPV	$	-1,105,938.18

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Cruzio CASF Application.
Collaborate closely with Cruzio to understand the exact expansion requirements and potential investment commitments.

Padre Lane [Cluster ID: AZ]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	146	12
CPUC:	173	1

Fiber Availability [%]	Location Density [locations/sq mile]
58%	538

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	2.9

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	GSCA
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	2,718,771.89
Grant Amount	$	-
Year-10 Revenue	$	47,940.00
NPV	$	-2,016,957.46

KEY SUCESS FACTORS

Needs to find the right incentive for the incumbent to deploy the network.
Requieres Long GSN Middle-mile extensions to serve various clusters.

Serra Village [Cluster ID: BA]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	744	1
CPUC:	742	11

Fiber Availability [%]	Location Density [locations/sq mile]
0%	848

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	County Fiber Ring
On-going Initiatives	NA
Distance to CMMBI [miles]	4.8

Recommended Solution & Financial Metrics

Operating Model	Fiber PPP
Primary Partner	AT&T
Alternative Partner	Comcast
Grant(s)	NA
Timeframe	Phase 2

Total CAPEX	$	5,889,679.23
Grant Amount	$	-
Year-10 Revenue	$	176,820.00
NPV	$	-3,995,933.77

KEY SUCESS FACTORS

Needs to find the right incentive for the incumbent to deploy the network.
Requieres Long GSN Middle-mile extensions to serve various clusters.

FWA Opportunity Zones

North Prunedale [Cluster ID: 2]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	1,599	1,127
CPUC:	1,600	1,320

Fiber Availability [%]	Location Density [locations/sq mile]
3%	68

Grant Eligibility
CASF | BEAD

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network
Distance to CMMBI [miles]	1.4

Recommended Solution & Financial Metrics

Operating Model	FWA ISP Standalone
Primary Partner	Verizon
Alternative Partner	Garlic
Grant(s)	CASF
Timeframe	Phase 1

Total CAPEX	$	3,849,984.96
Grant Amount	$	3,849,984.96
Year-10 Revenue	$	591,300.00
NPV	$	2,342,186.38

KEY SUCESS FACTORS

The expansion of the existing FWA network, which could reduce capital expenditure (Capex). Requieres engagement with ISPs to facilitate network deployment.

Bald Mountain [Cluster ID: 3]

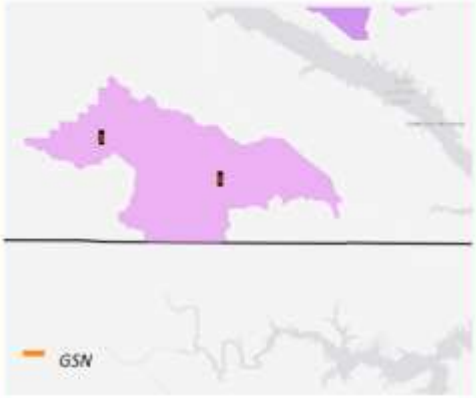
Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	3,449	40
CPUC:	14	14

Fiber Availability [%]	Location Density [locations/sq mile]
0%	8

Grant Eligibility
CASF | BEAD | ReConnect

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	11.3

Recommended Solution & Financial Metrics

Operating Model	FWA PPP
Primary Partner	T-Mobile
Alternative Partner	AT&T
Grant(s)	CASF
Timeframe	Long Term

Total CAPEX	$	1,343,113.52
Grant Amount	$	1,343,113.52
Year-10 Revenue	$	28,800.00
NPV	$	-29,553.85

KEY SUCESS FACTORS

The expansion of the existing FWA network, which could reduce capital expenditure (Capex).
Requieres engagement with ISPs to facilitate network deployment.
Requieres Long GSN Middle-mile extensions to serve various clusters.

Ranchito Canyon [Cluster ID: 4]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	83	83
CPUC:	68	68

Fiber Availability [%]	Location Density [locations/sq mile]
0%	12

Grant Eligibility
CASF | BEAD | ReConnect

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	10.5

Recommended Solution & Financial Metrics

Operating Model	FWA ISP Standalone
Primary Partner	T-Mobile
Alternative Partner	Wilson Creek Communication
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	468,132.64
Grant Amount	$	468,132.64
Year-10 Revenue	$	41,400.00
NPV	$	24,197.79

KEY SUCESS FACTORS

Requieres Long GSN Middle-mile extensions or MW Bakchaul to serve various clusters.

Bryson [Cluster ID: 5]

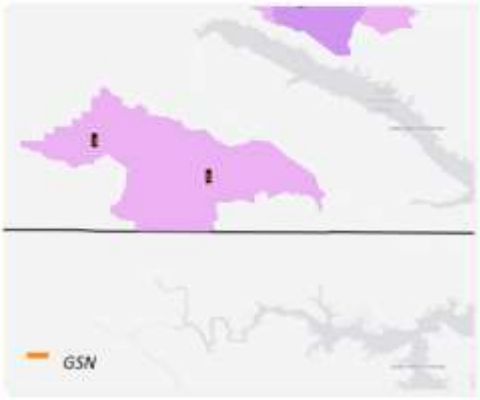
Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	139	139
CPUC:	125	125

Fiber Availability [%]	Location Density [locations/sq mile]
0%	11

Grant Eligibility
CASF | BEAD | ReConnect

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	10.8

Recommended Solution & Financial Metrics

Operating Model	FWA ISP Standalone
Primary Partner	T-Mobile
Alternative Partner	Verizon
Grant(s)	CASF
Timeframe	Phase 1

Total CAPEX	$	1,715,274.40
Grant Amount	$	1,715,274.40
Year-10 Revenue	$	110,700.00
NPV	$	322,726.08

KEY SUCESS FACTORS

Requieres Long GSN Middle-mile extensions or MW Bakchaul to serve various clusters.

Lockwood [Cluster ID: 6]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	297	295
CPUC:	345	345

Fiber Availability [%]	Location Density [locations/sq mile]
0%	9

Grant Eligibility
CASF | BEAD | ReConnect

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	13.4

Recommended Solution & Financial Metrics

Operating Model	FWA ISP Standalone
Primary Partner	T-Mobile
Alternative Partner	Verizon
Grant(s)	CASF
Timeframe	Phase 1

Total CAPEX	$	1,372,057.92
Grant Amount	$	1,372,057.92
Year-10 Revenue	$	257,400.00
NPV	$	946,455.21

KEY SUCESS FACTORS

Requieres Long GSN Middle-mile extensions or MW Bakchaul to serve various clusters.

Indian Valley Rd [Cluster ID: 8]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	37	37
CPUC:	34	34

Fiber Availability [%]	Location Density [locations/sq mile]
0%	10

Grant Eligibility
CASF | BEAD | ReConnect

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	5.6

Recommended Solution & Financial Metrics

Operating Model	FWA PPP
Primary Partner	Wilson Creek Communication
Alternative Partner	T-Mobile (FWA)
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	1,009,452.64
Grant Amount	$	1,009,452.64
Year-10 Revenue	$	26,100.00
NPV	$	-38,445.90

KEY SUCESS FACTORS

Needs to find the right incentive for the incumbent to deploy the network.
Requieres GSN Middle-mile extensions to serve various clusters.

Julia Pfeiffer State Park [Cluster ID: 9]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	31	31
CPUC:	29	29

Fiber Availability [%]	Location Density [locations/sq mile]
0%	17

Grant Eligibility
CASF | BEAD | ReConnect

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	7.1

Recommended Solution & Financial Metrics

Operating Model	FWA PPP
Primary Partner	GeoLinks
Alternative Partner	Verizon
Grant(s)	CASF
Timeframe	Long Term

Total CAPEX	$	676,561.76
Grant Amount	$	676,561.76
Year-10 Revenue	$	22,500.00
NPV	$	-55,200.18

KEY SUCESS FACTORS

The expansion of the existing FWA network, which could reduce capital expenditure (Capex).
Requieres engagement with ISPs to facilitate network deployment.
Requieres Long GSN Middle-mile extensions to serve various clusters.

Soledad Correctional Facility [Cluster ID: 10]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	87	83
CPUC:	95	95

Fiber Availability [%]	Location Density [locations/sq mile]
0%	86

Grant Eligibility
CASF | BEAD | ReConnect

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	0.5

Recommended Solution & Financial Metrics

Operating Model	FWA ISP Standalone
Primary Partner	T-Mobile
Alternative Partner	RazzoLink
Grant(s)	CASF
Timeframe	Phase 1

Total CAPEX	$	419,030.88
Grant Amount	$	419,030.88
Year-10 Revenue	$	61,200.00
NPV	$	111,087.25

KEY SUCESS FACTORS

The expansion of the existing FWA network, which could reduce capital expenditure (Capex). Requieres engagement with ISPs to facilitate network deployment.

Pfeiffer Big Sur State Park [Cluster ID: 11]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	298	297
CPUC:	264	264

Fiber Availability [%]	Location Density [locations/sq mile]
0%	28

Grant Eligibility
CASF | BEAD | ReConnect

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	NA
Distance to CMMBI [miles]	48.9

Recommended Solution & Financial Metrics

Operating Model	FWA ISP Standalone
Primary Partner	RazzoLink
Alternative Partner	Verizon | GeoLinks
Grant(s)	ReConnect
Timeframe	Phase 1

Total CAPEX	$	1,109,506.16
Grant Amount	$	1,109,506.16
Year-10 Revenue	$	252,000.00
NPV	$	924,309.93

KEY SUCESS FACTORS

Requieres Long GSN Middle-mile extensions or MW Bakchaul to serve various clusters.

Blackie Rd [Cluster ID: 12]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	50	49
CPUC:	152	63

Fiber Availability [%]	Location Density [locations/sq mile]
0%	228

Grant Eligibility
CASF | BEAD | ReConnect

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA wants to lease Crown Castle middle mile network
Distance to CMMBI [miles]	4.0

Recommended Solution & Financial Metrics

Operating Model	FWA ISP Standalone
Primary Partner	Cruzio
Alternative Partner	RazzoLink
Grant(s)	CASF
Timeframe	Phase 1

Total CAPEX	$	1,971,700.88
Grant Amount	$	1,971,700.88
Year-10 Revenue	$	75,600.00
NPV	$	174,237.87

KEY SUCESS FACTORS

Successful inclusion of the Opportunity Zone within the Cruzio CASF Application.
Collaborate closely with Cruzio to understand the exact expansion requirements and potential investment commitments.

Parkfield [Cluster ID: 13]

Indicators of Need

	Total Locations	Unserved / Underserved
FCC:	53	53
CPUC:	26	26

Fiber Availability [%]	Location Density [locations/sq mile]
0%	10

Grant Eligibility
CASF | BEAD | ReConnect

Target Area



Existing Broadband Infrastructure & Ongoing Initiatives

Existing Infrastructure	NA
On-going Initiatives	SSVBA will deploy open-access broadband across Soledad, Gonzales, Greenfield, King City, and unic. D3
Distance to CMMBI [miles]	11.7

Recommended Solution & Financial Metrics

Operating Model	FWA ISP Standalone
Primary Partner	T-Mobile
Alternative Partner	Outback Internet
Grant(s)	CASF
Timeframe	Phase 2

Total CAPEX	$	300,281.76
Grant Amount	$	300,281.76
Year-10 Revenue	$	47,700.00
NPV	$	54,363.72

KEY SUCESS FACTORS

Requieres Long GSN Middle-mile extensions or MW Bakchaul to serve various clusters.

Appendix D – Smart Community Applications

Smart community applications are implemented through Internet of Things (IoT) devices and technologies which leverage broadband infrastructure and services to transmit and process data, enabling remote control through computing platforms. Smart Community applications aim to enhance quality of life and well-being of residents and visitors, improving public services, such as security, education, transportation, energy, and environmental management.

The scope of work of the Broadband Strategic Plan as defined in GSFA's RFP includes the analysis of potential Smart Community applications. These applications are required to maximize the benefits of expanded broadband access from a public sector point of view.

This section seeks to identify relevant Smart Community applications that can be expanded or implemented by local jurisdictions within the County, providing an overview of the technical architecture, ongoing implementation, infrastructure requirements and implementation requirements.

There is a wide variety of Smart Community applications currently in the market and in order to understand those that would be more impactful and viable, inputs from local jurisdictions and residents were obtained through the Data Collection process and the Needs Assessment Survey with respect to the applications listed in Figure 89.



Figure 89. Smart Community applications summary.

Outcomes of the Data Collection from County and City staff point to the following applications as the most relevant based on status of current implementations or level of interest reported:

- **Public Wi-Fi:** The County is actively collaborating with broadband providers, county libraries, and local government to prioritize the development and expansion of digital and Wi-Fi hotspots.

- **Smart Public Transportation:** Monterey-Salinas Transit (MST) is introducing a groundbreaking contactless payment system on its buses.
- **EV Charging Stations:** There is an ongoing project to install EV charging stations at various County facilities.
- **Smart Surveillance:** The County is planning to Install new security camera system in the interior and exterior of the Monterey County Youth Center.

In the case of the Needs Assessment Survey, respondents were asked to establish the level of importance of each application. The applications with the highest percentage of respondents that consider them "very important" are listed in Table 39.

Table 39. Survey respondents' perception of Smart Community applications.

Smart Community Application	% of respondents that find the application as very important
Public Wi-Fi	71%
Emergency Alert Enhancement	67%
Zero Emissions Vehicle Charging Stations	45%
Smart surveillance	41%
Smart Public Transportation	38%

Considering the inputs above, the main applications that the County should consider for implementation (or expansion) are Public Wi-Fi, Smart Public Transportation, EV Charging Stations and Smart Surveillance. These applications are further analyzed in the following sections.

Public Wi-Fi

The Public Wi-Fi application provides free Wi-Fi access in public areas, allowing people free internet access. The application is composed by Wi-Fi access points distributed across the service area and connected to the City Network as shown in Figure 90. Locations where Public Wi-Fi can be deployed are open public venues (e.g., parks), libraries, schools, and shopping malls. Each location where Public Wi-Fi is to be deployed should provide up to 2.5 Gbps bandwidth to each access point to support 280 simultaneous connected devices.

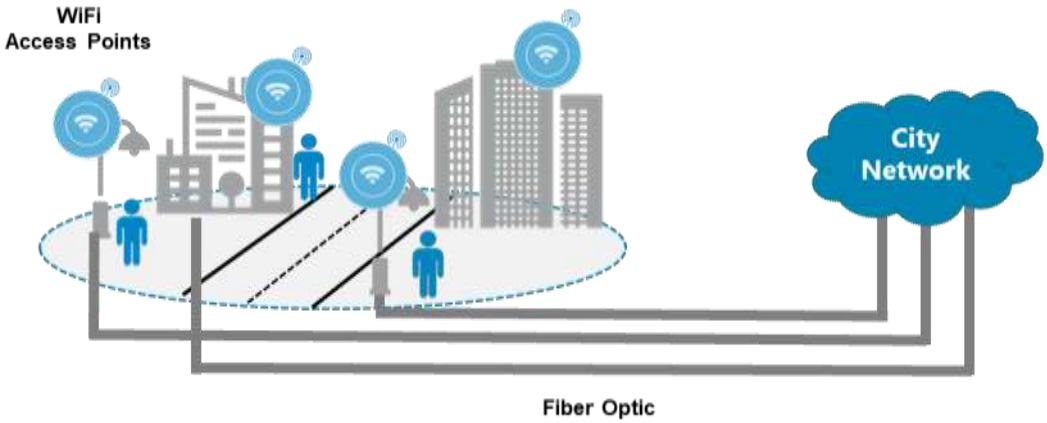


Figure 90. High-level architecture of the Public Wi-Fi application

The identification and preparation of assets and infrastructure (e.g., lampposts) for the installation of access points is a key step prior to the implementation of the Public Wi-Fi application. The city /

municipality should also define an operating model such as a partnership with mobile operators for the Wi-Fi network. Finally, the implementation of security protocols is also key for user and city protection.

Smart Public Transportation

Smart Public Transportation refers to a set of applications aimed at enhancing and optimizing public transportation services. This technology leverages various data sources, including sensors, Global Positioning System (GPS), and real-time data, to improve the efficiency, safety, and accessibility of public transportation networks. It encompasses features such as real-time tracking of vehicles, predictive maintenance for transit fleets, dynamic routing for buses and trains, and the integration of electronic payment systems, making commuting more convenient for passengers and improving the overall quality of public transportation services.

The high-level architecture for this application is shown in Figure 91. Key elements from the architecture are GPS tracking devices, sensor systems, passenger information systems, and electronic payment solutions which are located in buses, public transportation hubs, and bus stops to guarantee its optimum operation.

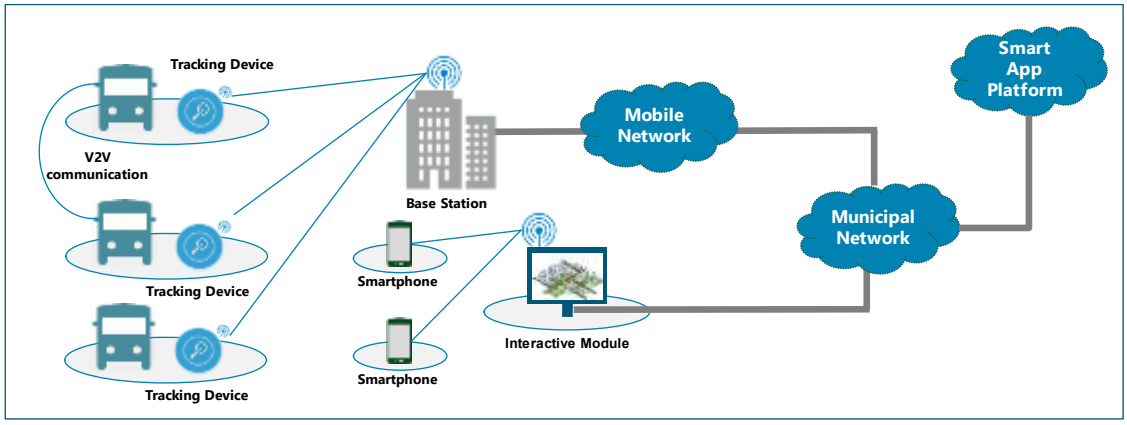


Figure 91. High-level architecture of the Smart Public Transportation application.

Additionally, Smart Public Transportation solutions often include applications for emergency alerts and crisis management to ensure the safety and well-being of commuters in various situations. Overall, Smart Public Transportation seeks to create a seamless and intelligent public transit experience that benefits both passengers and transportation authorities.

For instance, Monterey-Salinas Transit (MST) leveraging broadband connectivity has enabled the implementation of innovative solutions to enhance public transportation services. MST is revolutionizing its bus services by implementing a contactless payment system, demonstrating the County's dedication to enhancing the convenience and accessibility of public transportation. This forward-looking application qualifies for potential consideration under the SMART Grant program administered by the US Department of Transportation.

Zero Emissions Vehicle (ZEV) Charging Infrastructure

A ZEV Charging Infrastructure comprises 1) a mobile application that helps users to find, access, and use zero-emission vehicle (ZEV) charging stations and 2) ZEV charging stations to charge the battery of electric or hybrid vehicles. The charging stations can be installed together with Smart Grid systems. The high-level architecture for this application is shown in Figure 92.

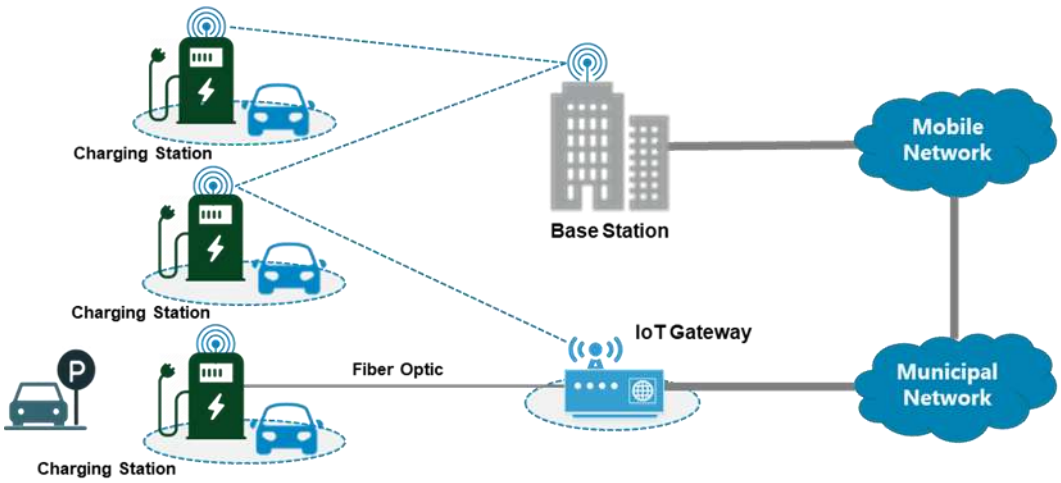


Figure 92. High-level architecture of the ZEV Charging Infrastructure

By using ZEV Charging Infrastructure, users can enjoy affordability, and reliability when charging their ZEVs. It also boosts their confidence in buying ZEVs, which helps the environment by cutting down greenhouse gas emissions and air pollution from transportation.

Importantly, this application can be considered for a Strengthening Mobility and Revolutionizing Transportation (SMART) Grant from the US Department of Transportation.

Smart Surveillance

This smart application is focused on monitoring public areas through automatic video analysis. Smart surveillance systems can perform various tasks, such as detecting and tracking objects, recognizing faces and gestures, identifying actions and behaviors to alert authorities when something unusual or suspicious happens. Smart surveillance helps authorities to react faster to potential threats and reduce the emergency response time. In fact, 24/7 surveillance video monitoring has been proven to reduce criminality.

Smart surveillance can be implemented on public roads and streets and public places like parks, libraries, and government buildings. Its implementation requires installing cameras at adequate observation points, locations for edge infrastructure, and a dedicated monitoring center. The high-level architecture of this application is shown in Figure 93.

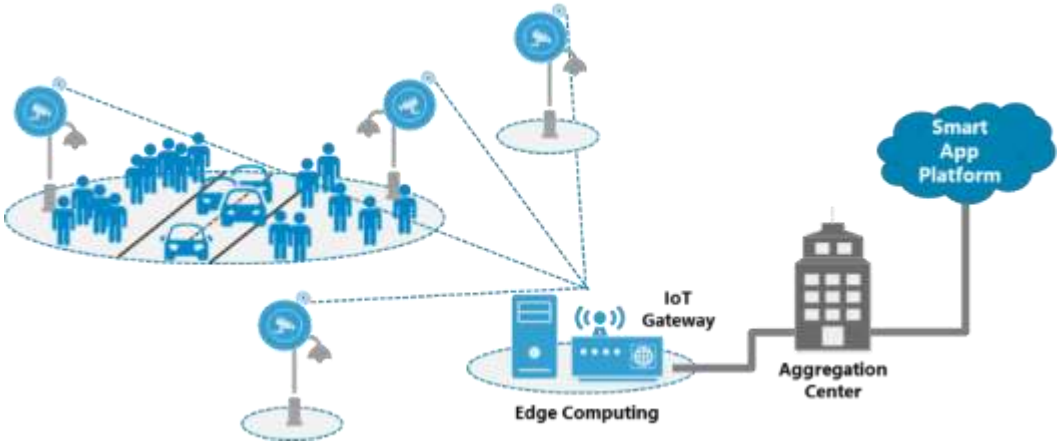


Figure 93. High-level architecture of Smart Surveillance

As mentioned in Section 1.3, Smart Surveillance could reduce 30% to 40% [33]criminal incidents such as assault, robbery, burglary and auto theft. Also, the Emergency Service Response Times could be reduced by 20% to 35%.[34]

[33] https://statetechmagazine.com/article/2022/01/evolving-technologies-can-enhance-emergency-responses-smart-cities#:~:text=A%20McKinsey%20report%20found%20that,by%2030%20to%2040%20percent.

[34] https://www.mckinsey.com/capabilities/operations/our-insights/smart-cities-digital-solutions-for-a-more-livable-future

Acronyms

ACP	Affordable Connectivity Program
ACS	American Community Survey
ALPR	Automated License Plate Reader
BDC	Broadband Data Collection
BEAD	Broadband Equity, Adoption, and Deployment
BIL	Bipartisan Infrastructure Law
CalEPA	California Environmental Protection Agency
CAPEX	Capital Expenditure
CASF	California Advanced Services Fund
CBO	Community-based Organization
CBRS	Citizens Broadband Radio Service
CCAP	Converged Cable Access Platforms
CDP	Census Designated Place
CDT	California Department of Technology
CEDS	Comprehensive Economic Development Strategy
CETF	California Emerging Technology Fund
CIP	Capital Improvement Plan
CMTS	Cable Modem Termination System
CPE	Customer Premises Equipment
CPUC	California Public Utilities Commission
DAC	Disadvantaged Communities
DIA	Direct Internet Access
DLT	Distance Learning and Telemedicine
DOCSIS	Data Over Cable Service Interface Specifications
DOT	Department of Transportation
DSL	Digital Subscriber Line
DSLAM	Digital Subscriber Line Access Multiplexer
EBIT	Earnings Before Interest and Taxes
EDA	Economic Development Administration
FCC	Federal Communications Commission
FFA	Federal Funding Account
FTTH	Fiber-to-the-Home
FTTP	Fiber-to-the-Premise
FWA	Fixed Wireless Access
GDP	Gross Domestic Product
GIS	Geographic Information System

GPA	Grade Point Average
GPS	Global Positioning System
GSCA	Golden State Connect Authority
GSFA	Golden State Finance Authority
GSN	GoldenStateNet
HD	High Definition
HSI	High Speed Internet
IIJA	Infrastructure Investment and Jobs Act
IoT	Internet of Things
ISP	Internet Service Provider
IT	Information Technology
LATA	Local Agency Technical Assistance
LEO	Low Earth Orbit
MMBI	Middle Mile Broadband Initiative
MNO	Mobile Network Operator
MP	Mile Post
MST	Monterey-Salinas Transit
NPV	Net Present Value
NTIA	National Telecommunications and Information Administration
OLT	Optical Line Terminal
ONT	Optical Network Terminal
PDF	Portable Document Format
PoC	Point of Contact
PON	Passive Optical Network
PoP	Point-of-Presence
PPP	Public Private Partnership
RAN	Radio Access Network
RFCP	Request for Concept Proposals
RFP	Request for Proposal
SDEP	Statewide Digital Equity Plan
SLA	Service Level Agreement
SMART	Strengthening Mobility and Revolutionizing Transportation
SSVBA	South Salinas Valley Broadband Authority
TBD	To Be Determined
TDMA	Time-Division Multiple Access
US	United States
USDA	United States Department of Agriculture
VoIP	Voice over Internet Protocol
VSAT	Very Small Aperture Terminal
ZEV	Zero-Emission Vehicle

ITD

Innovate • Transform • Deliver

BROADBAND UPDATE January 9, 2024

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TIMELINES

STATE FUNDING BREAKDOWN

LAST MILE FUNDING PROGRAMS

ARPA FUNDED COUNTY BROADBAND EXPANSION PROJECTS

Fiber Charter/ Spectrum Projects	County Contribution	Serviceable Locations	Timeline
Prunedale South	$373,579	122	Jan 2024
Prunedale North	$81,281	38	Jan 2024
Strawberry Canyon	$208,788	232	Jan 2024
San Ardo	$567,984	174	Mar 2024
San Lucas	$378,367	98	Mar 2024
Total	$1,609,999		

Fixed Wireless Cruzio Internet Projects	County Contribution	Serviceable Locations	Timeline
Hall District – North County	$35,000	480	Completed
Monterey County Office of Ed.	$35,000	279	Feb 2024
Total	$70,000		
Provider currently evaluating Marina region. County share of cost for each Point of Presence $35,000			

COUNTY BROADBAND ACTIVITIES

LATA Grant Project (Golden State Connect Authority/RCRC)

- Conceptual Network Design & Cost Estimate – Completed
- Refined High-Level Network Design & Foundational Planning – Completed
- Low-Level Design & Engineering – Began 10/2/23
- Goal: approved construction ready drawings, list of permits, easements, &rights-of-ways for contracts.

Broadband Strategic Planning (Golden State Finance Authority/RCRC)

- Completed by TeleworX 10/31/23

Affordable Connectivity Program (ACP) Future Events

- Agreement with California Emerging Technology Fund to hold Get Connected events
- Future event locations:
  - Prunedale Library
  - San Ardo
  - San Lucas

Partners: Promote Events & Share Resources

- Health
- VIDA
- Monterey County Free Libraries
- Dept. of Social Services
- Loaves, Fishes & Computers
- Centro Binacional para el Desarrollo Indigena Oaxaqueño (CBDIO)
- NMC
- Hartnell
- Radio Bilingue

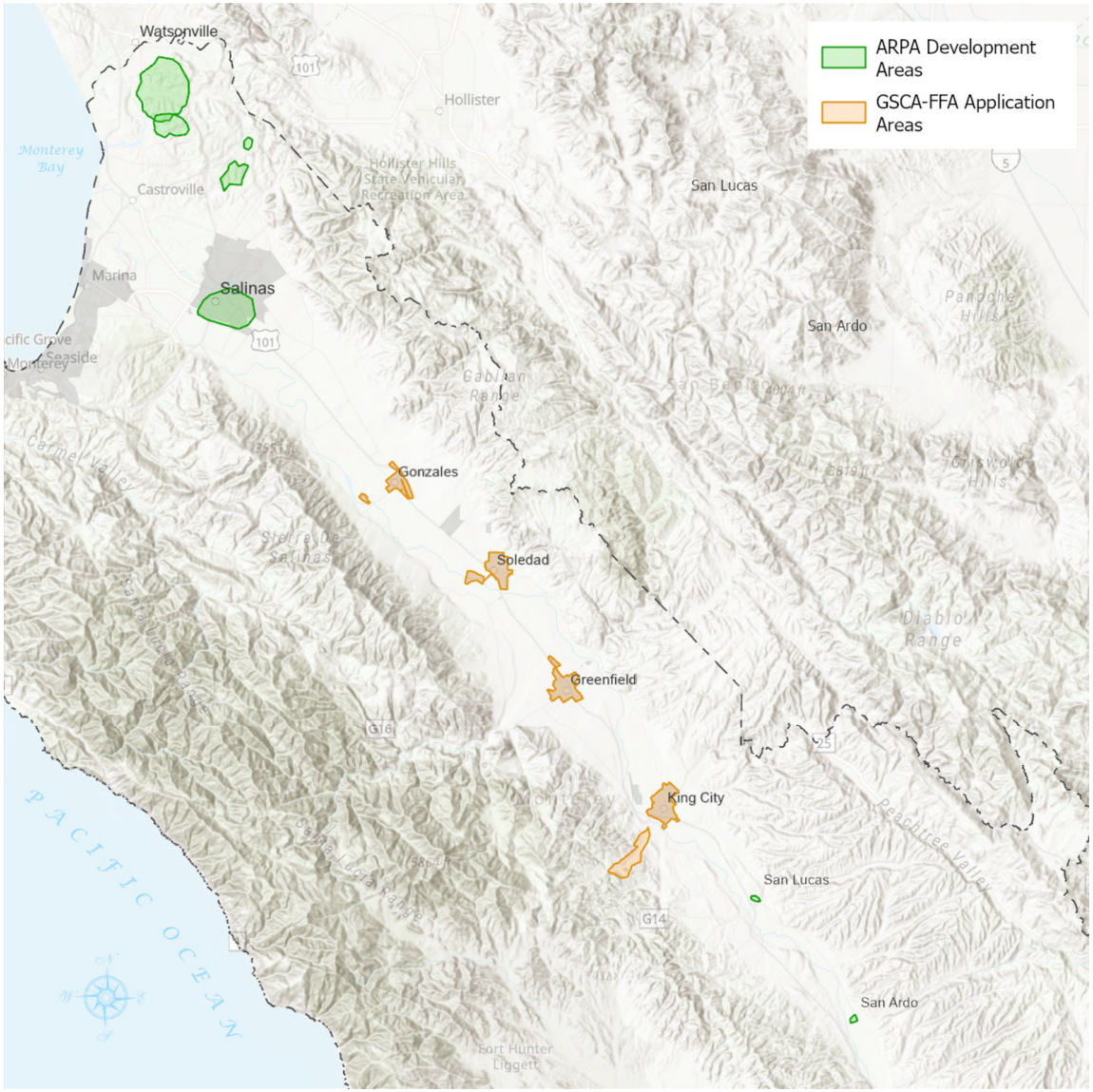
GOLDEN STATE CONNECT AUTHORITY FEDERAL FUNDING ACCOUNT APPLICATIONS

Project	Amount Requested	# of Unserved Locations
Greenfield	3,322,661	103
King City	3,049,175	134
Soledad	3,794,430	174
Gonzales	2,869,218	69
Unincorporated Region	4,034,465	269
	17,069,949	

GOLDEN STATE CONNECT AUTHORITY OBJECTIVE

- Proposes to own & operate fiber infrastructure.
- Fiber infrastructure is provider agnostic.
- GSCA's operational partner is UTOPIA Fiber.
- FFA application guidelines prioritize fiber projects.
- Projects will be construction ready (formal plans & list of permits/easements provided).
- Project planning & technical documentation funded by Local Area Technical Assistance (LATA) grant awarded to county and five south county cities in 2022.

BROADBAND PROJECTS & GSCA FFA APPLICATION AREAS



CITY OF SALINAS BROADBAND PLANNING

- Underline is the provider contracted to expand broadband services in Salinas.
- City received LATA grant for broadband expansion planning.
- City is currently working with Kimley Horn & Associates & Underline to develop broadband strategic plan.
- County staff will continue to maintain communications with the city designees.

INFRASTRUCTURE INVESTMENT & JOBS ACT (IIJA)

Broadband Equity, Access and Deployment (BEAD)

$42.45 Billion

IIJA → NTIA → State → CPUC → County

- CA is currently in the planning phase through outreach and workshops. BEAD funding is intended to expand high-speed internet access by funding planning, infrastructure deployment, and adoption programs. Funds will be allocated to states once plan is submitted to NTIA.
- FCC Map will be utilized.
- Initial allocation based upon unserved locations (fabric challenge).
- State Deadline for Initial Proposal to NTIA: December 2023

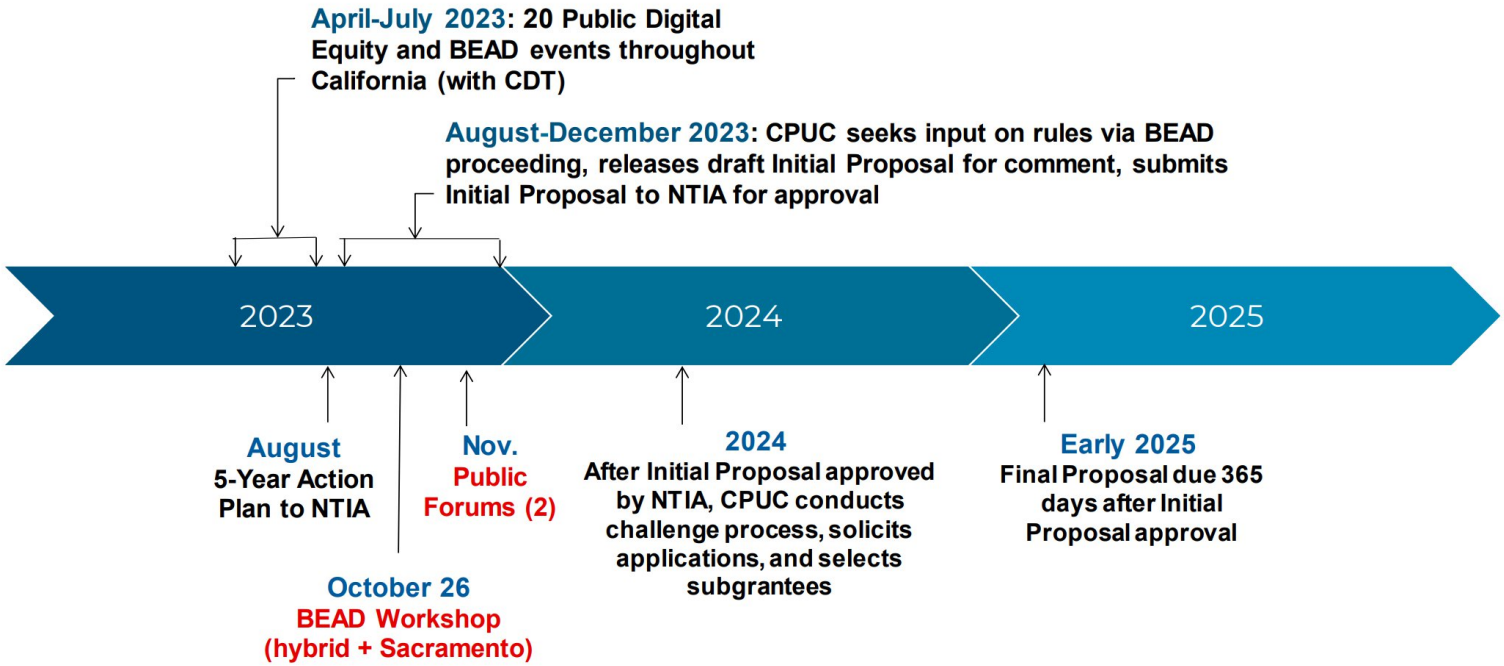
Digital Equity Planning, Capacity and Competitive Grants AB2750

$2.75 Billion

IIJA → NTIA → State → CDT → County

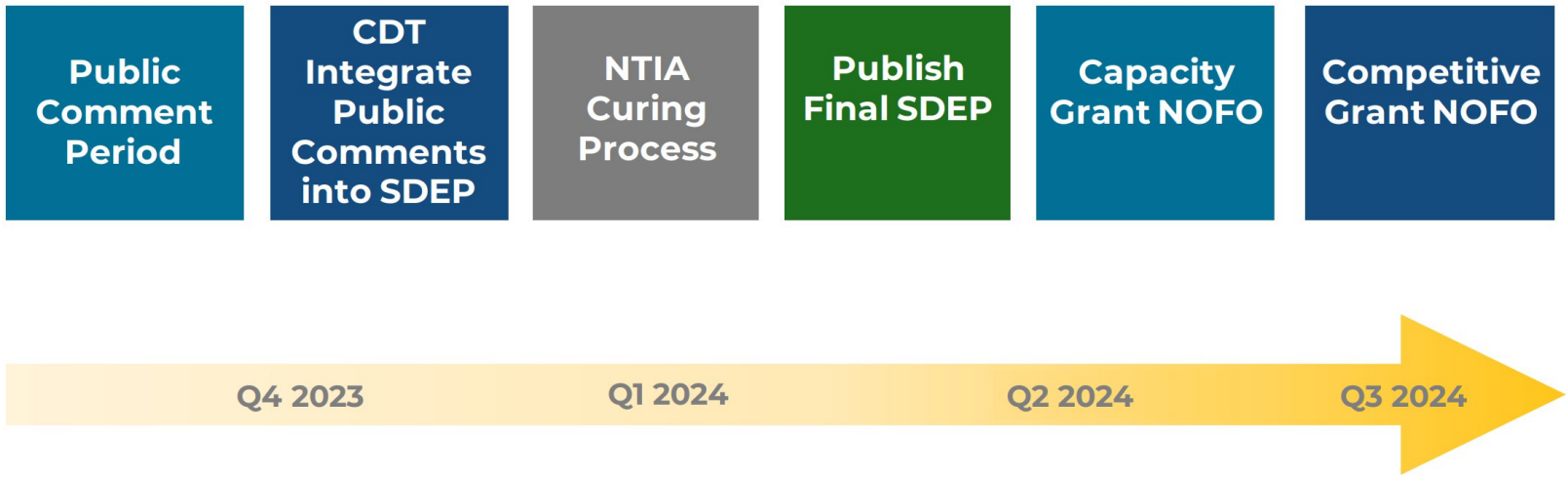
- Digital Equity Barriers for 8 Covered Populations: Individuals that are living in covered households income at or below 150% Federal Poverty Level, 60+, incarcerated Individuals, Veterans, with disabilities, language barriers, members of a racial or ethnic minority group, and primarily reside in rural areas.
- 6 Outcomes Areas: Education, Healthcare, Digital Literacy and Inclusion, Economic Development and Workforce Development, Civic Participation, and Tribal Governments
- Final Publication of SDEP: Quarter 1 of 2024

TIMELINE: BROADBAND EQUITY, ACCESS & DEPLOYMENT



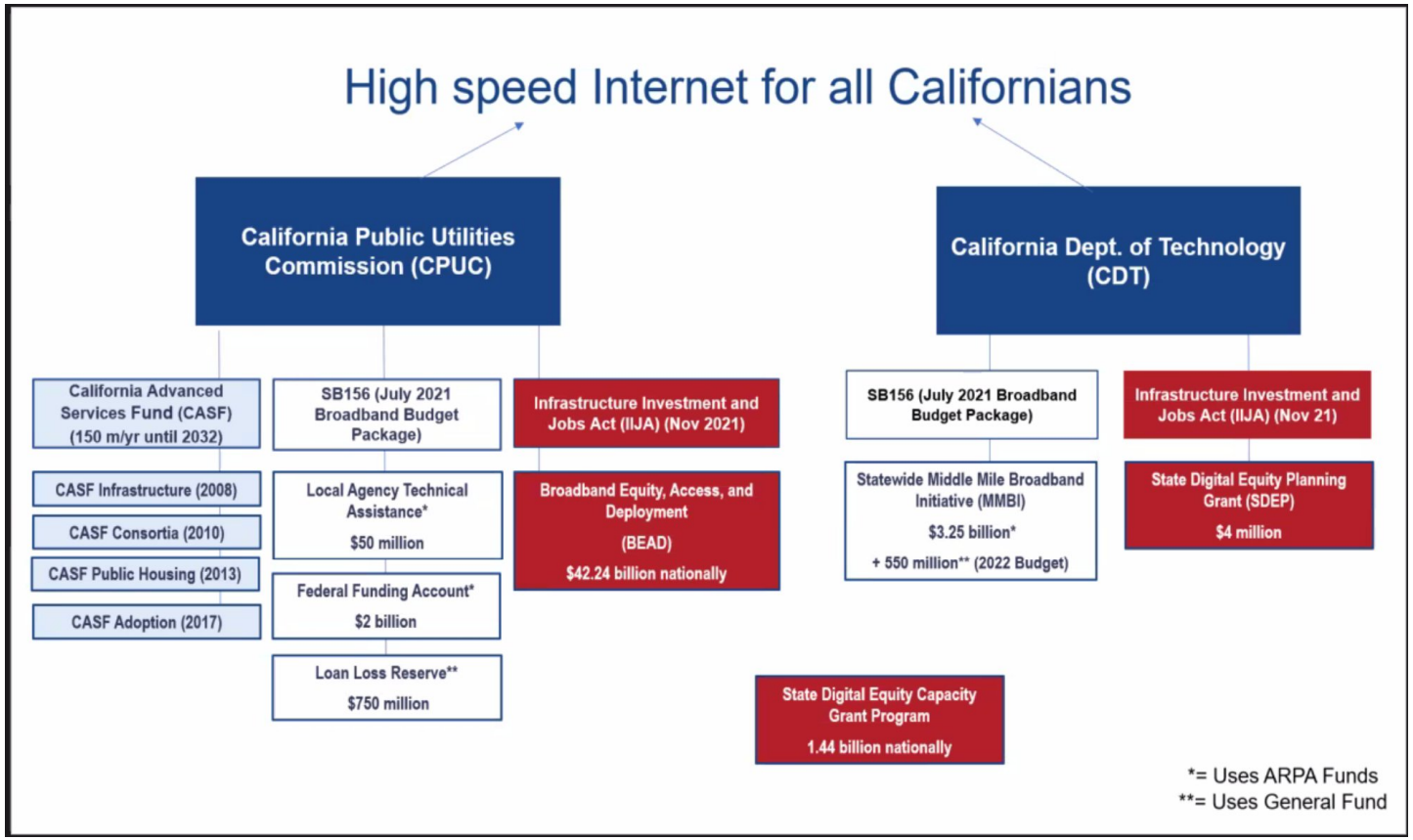
*Source: SDEP Meeting 10/25/23

TIMELINE: STATE DIGITAL EQUITY PLAN



*Source: SDEP Meeting 10/25/23

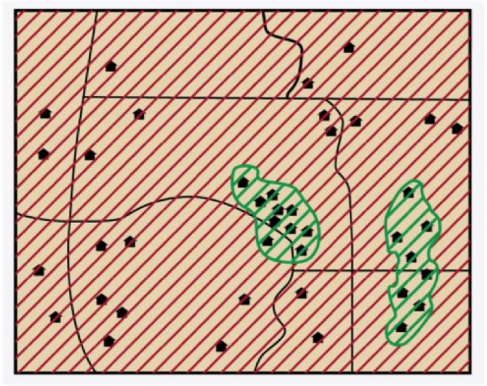
STATE FUNDING BREAKDOWN



LAST MILE FUNDING PROGRAMS

Promoting Last Mile Deployment

Mapping, Modeling & Costing



Census boundary lines
Areas with broadband service
Areas without broadband service
Broadband serviceable location

GAO-21-104447 report to congressional committees, Sep. 2021

Funding Programs

Planning	Deployment	Adoption & Low-Income
Local Agency Technical Assistance	Federal Funding Account	CASF Adoption
Tribal Technical Assistance	Loan Loss Reserve	CASF Public Housing
CASF Consortia	CASF Infrastructure	CASF Line Extension
	California Teleconnect	California LifeLine

Future funding: Broadband, Equity, Access & Deployment

California Public Utilities Commission

ABBREVIATIONS

ACP - Affordable Connectivity Program

FFA - Federal Funding Account

GSCA – Golden State Connect Authority

GSFA – Golden State Finance Authority

IIJA - Infrastructure Investment & Jobs Act (Bipartisan Infrastructure Bill - "Invest in America Act)

LATA – Local Area Technical Assistance

QUESTIONS

TeleworX

Monterey County Broadband Strategic Plan

Final Project Presentation

Prepared for Monterey County

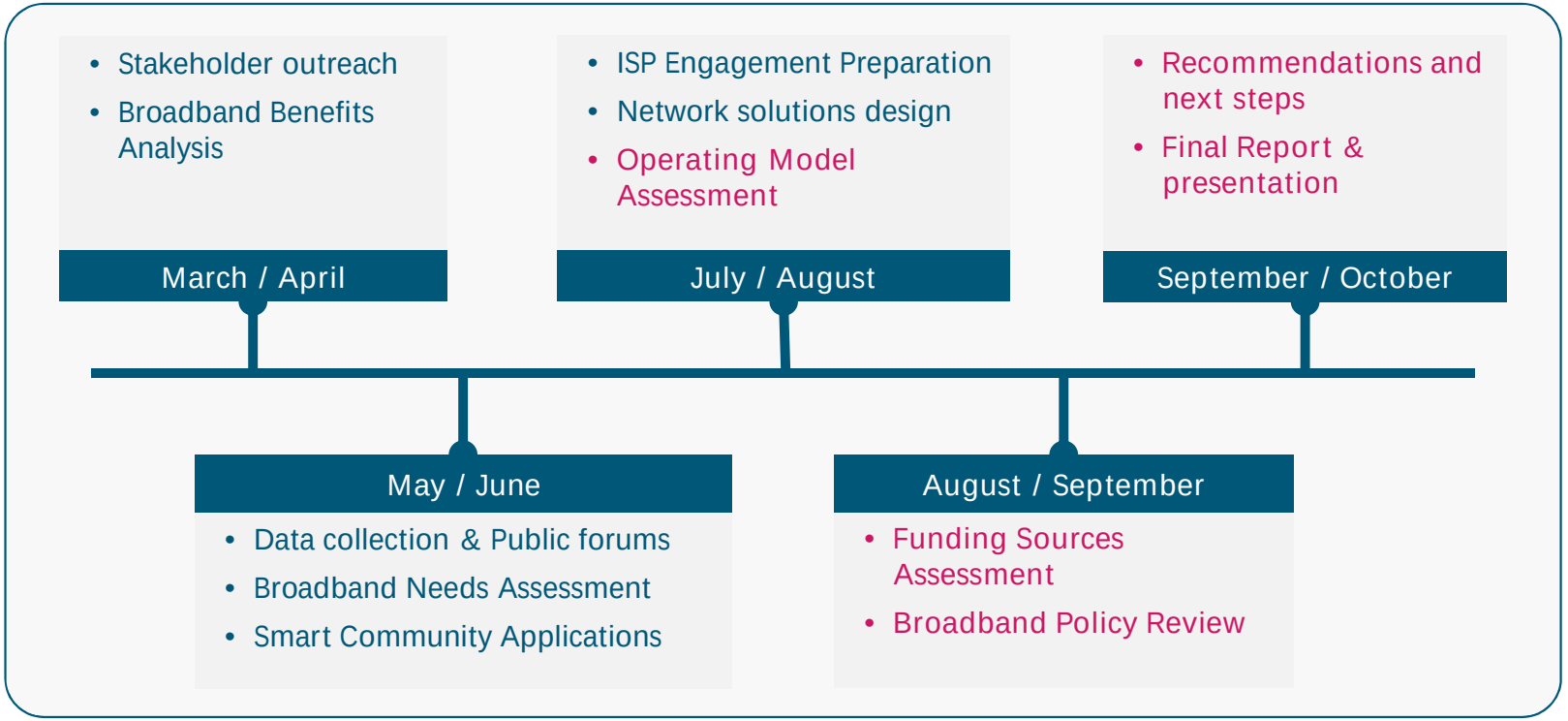
January 9, 2024

Monterey County Broadband Strategic Plan

1. Review Scope & Timeline
2. FCC/CPUC Maps – Service Availability & Key Takeaways
3. Digital Equity Insights
4. Network Solutions & Scenarios Analysis
5. Recommended Scenarios & Key Takeaways
6. Broadband Policy Review
7. Action Plan

Project Scope & Timeline

- This RCRC-funded project seeks to prepare the County for a broadband future via a countywide strategy and plan.
- Data collected will support the County and other jurisdictions to continue to plan and apply for broadband funding

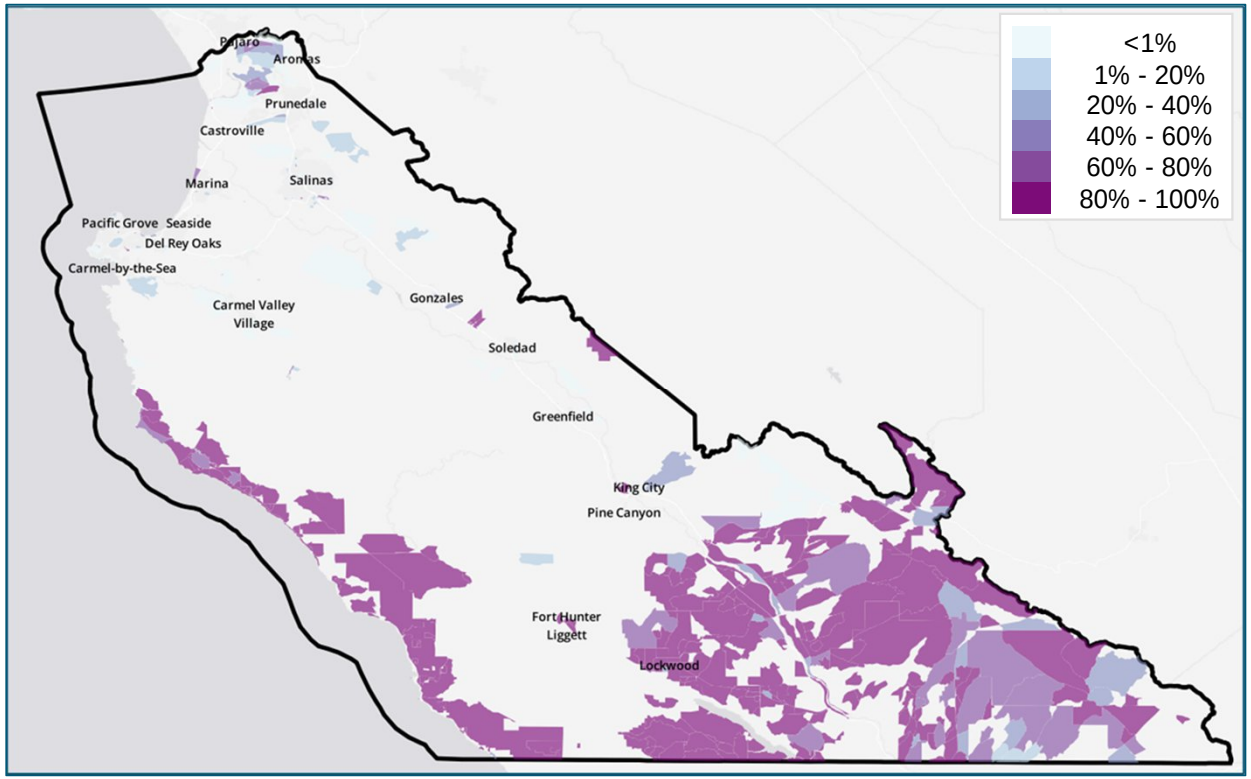


Broadband Service Status: FCC Data

Serviceable Location Status in Monterey

1G Served Locations* (> 1000/500)	25,873 | (23.3%)
Served Locations (100/20 to 1000/500)	81,054 | (72.9%)
Underserved Locations (25/3 to 100/20)	812 | (0.7%)
Unserved Locations (< 25/3)	3,436 | (3.1%)
	111,175

Unserved Locations of Monterey exist mainly in the unincorporated areas (Census Block Level)



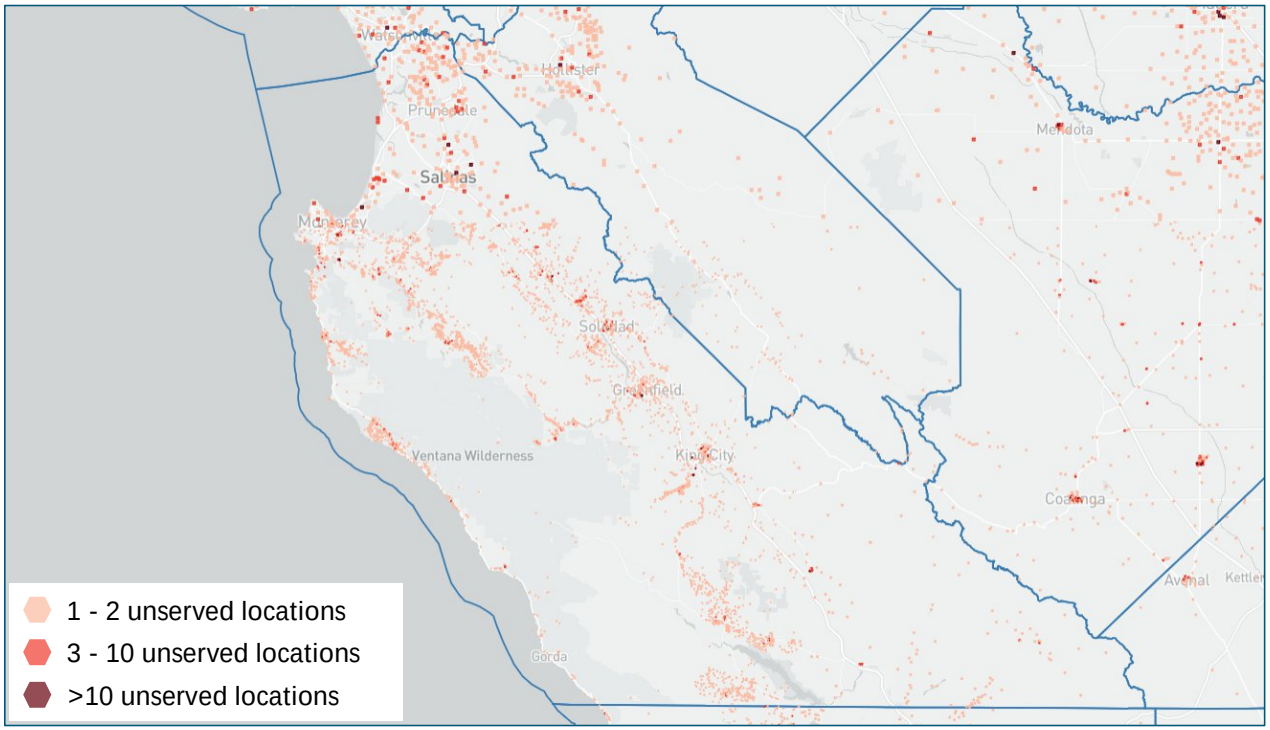
*On July 15, 2022 the FCC launched a "Notice of Inquiry" that proposes to set a separate national goal of 1 Gigabit per second (Gbps)/500 Mbps for the future

TeleworX

Broadband Service Status: CPUC Data

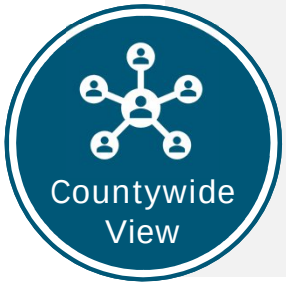
Unserved locations according to the CPUC FFA Public Map are captured below

Served Locations	97,380 | (87.6%)
Unserved Locations	13,795 | (12.4%)



**For Monterey County, the CPUC FFA public map has significant variations with the FCC Broadband Map Dataset*

Monterey Service Availability: Key Takeaways



- ~97% of Monterey locations are considered served according to FCC (88% according to CPUC)
- Of those served, 99% have access to speeds higher than 100/20 Mbps (FCC data)



- 79% of unserved locations are in unincorporated areas
- 51% of the unincorporated unserved locations are in remote areas of Monterey County (South County)



- 76.7% of Monterey County locations lack access to 1G/500 Mbps service, leaving much work to be done
- Marina, Salinas, Carmel by the Sea, Monterey, Sand City, Seaside, Gonzales, Soledad, Greenfield, and King City are "well served" (>100/20) but lack 1G/500 Mbps service.

TeleworX

Digital Equity Insights

Digital Equity key learnings and insights are summarized below

	Digital Equity Barriers	Digital Equity Programs
Affordability	• 47% of households (61,142) are eligible for the ACP. • Only 30.2% of those eligible (18,481) are enrolled. • October 30, 2023, data	• County and partners continue to promote ACP enrollment.
Availability	• Largest need for broadband infrastructure in South County. • Satellite service is ineffective and unstable	• The Loaves, Fishes and Computers Program • Distributes computers, hotspots and holds computer literacy workshops and digital navigator programs. • Alliance on Aging as a partner to distribute digital literacy and ACP information. • Workforce development program is reaching important populations.
Skills	• Aging population is digitally isolated • Senior centers require digital navigators. • North Star Online Services (NSOS) provides digital tools and training; limited staff impedes new user onboarding	
Devices and Applications	• Have limited access to facilities and public computers • Preference for in-person services (health, governmental, retail) among aging population	• Library network could use more staff to provide digital literacy training; needs multi-lingual resources.

Network Solutions & Scenario Analysis

Towards a Countywide Broadband Strategy

Identify Broadband Opportunity Zones

- Identify areas of need matched with revenue opportunities for ISP investment or PPP
- Establish the potential solution (Fiber or FWA) for each area based on size, density and existing competition

Develop Conceptual Designs

- Fiber and FWA conceptual design
- Leverage GSN and existing municipal infrastructure
- Cost estimate

Assess Operating Models

- Identify ongoing initiatives
- Assess Funding Sources
- High level business case
- Identify potential partners
- Match broadband projects with Operating Models

Recommended Scenarios: Key Takeaways

- The proposed scenarios for the 64 broadband opportunity zones reduce unserved locations and increase 1G service from 23% to 84%
- Satellite is required for ~ 790 unserved locations

	Current	Target
1G Served	25,873 (23.3%)	93,688 (84.3%)
Served	81,054 (72.9%)	16,633 (14.9%)
Underserved	812 (0.7%)	854 (0.76%)
Unserved	3,436 (3.1%)	0 (0%)
	111,175	

Total Grants amount

- $100M+ total grants to enable 52 Fiber and 12 FWA projects.

Existing Infra

- 13 Projects to use the California MMBI (GSN)
- 3 Projects to leverage the existing County Fiber Infra

Middle Mile

- Additional investment in middle mile is required to enable projects located in Salinas Valley, Cachagua Valley and Carmel Valley.

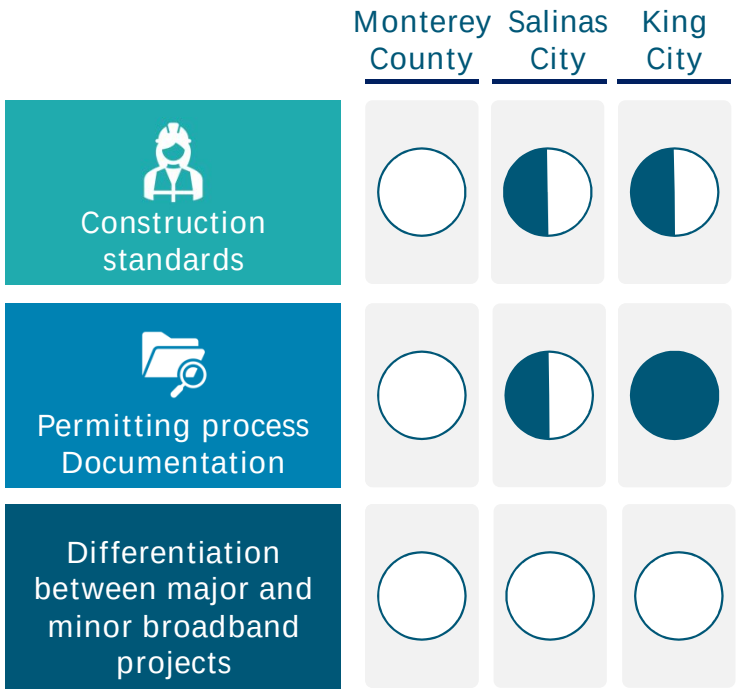
Satellite

- Satellite as the solution for 790 unserved locations
- Service > 25/3 Mbps @ $50 to $125 (ACP eligible)

Broadband Policies

Broadband readiness for the County and the Cities that responded to the Data Collection request was performed based on the California Local Permitting Playbook and NTIA best practices

Readiness Assessment



Not Broadband Ready — Broadband Ready

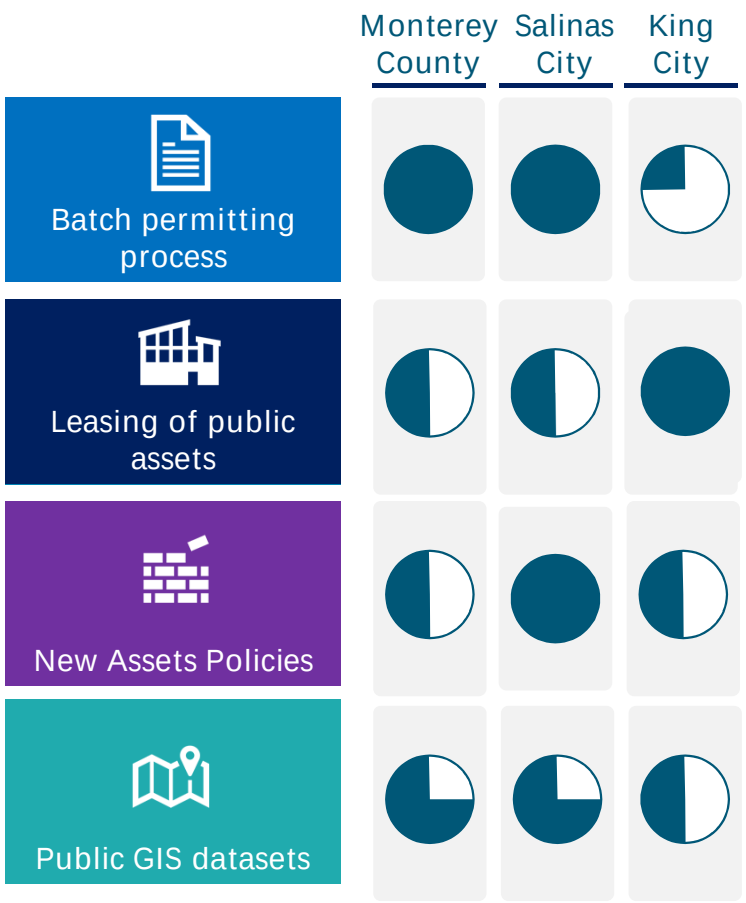


Recommendations

- Ensure construction standards are updated and accessible online, including method for underground and overhead fiber deployment
- Document permitting process and make it available online
- Establish guidelines to classify and handle minor and major broadband permits

Broadband Policies

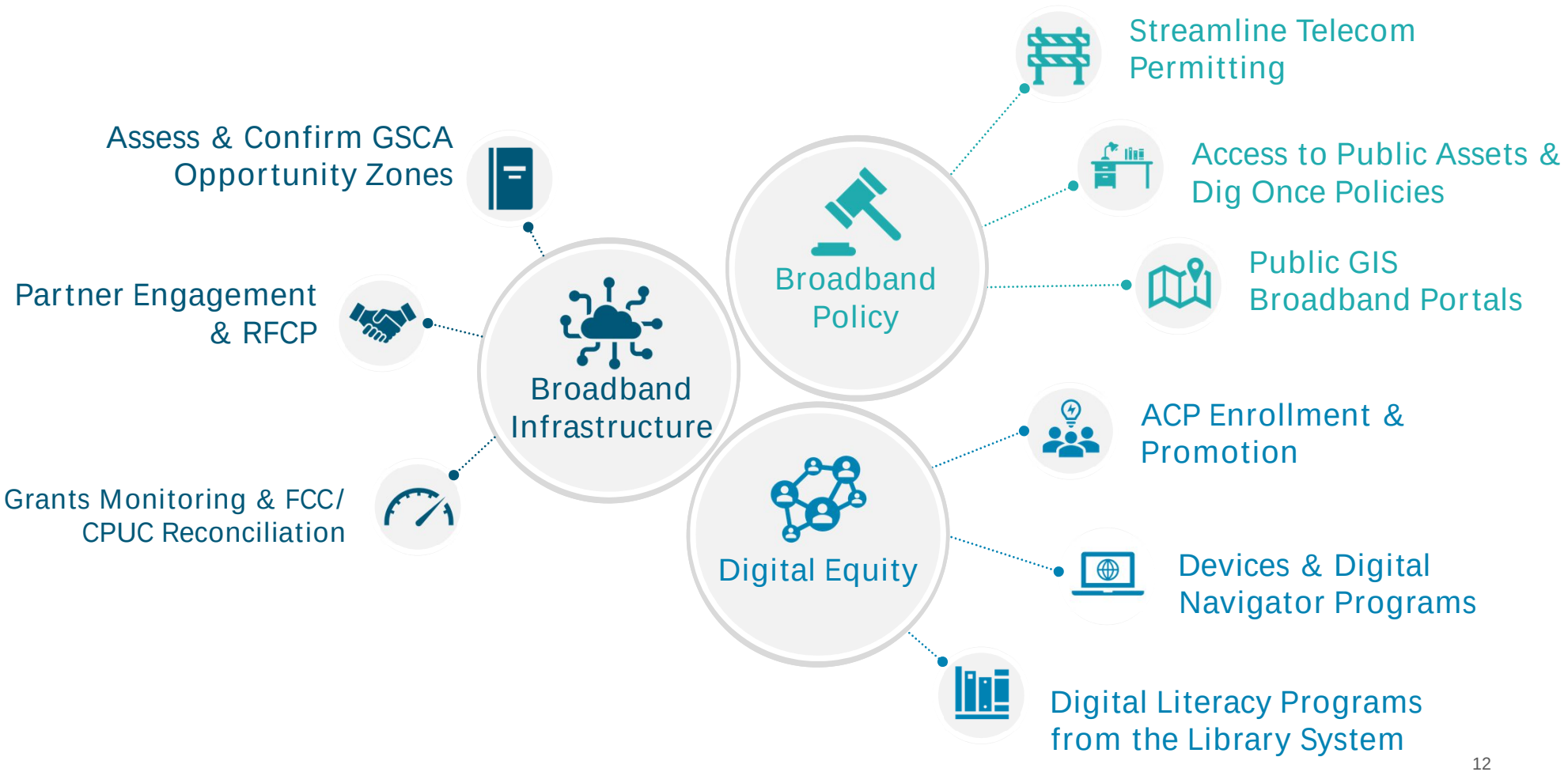
Readiness Assessment



Recommendations

- Implement batch permitting process for broadband projects (King City)
- Inventory of public assets
- Develop leasing rules, processes, and fees
- Dig Once / Open Trench Policies (County and King City)
- Enforce conduit deployment for major construction projects
- Improve and complement GIS Portals with broadband data
  - Serviceability, ongoing initiatives, existing infra, zoning, etc.

Action Plan

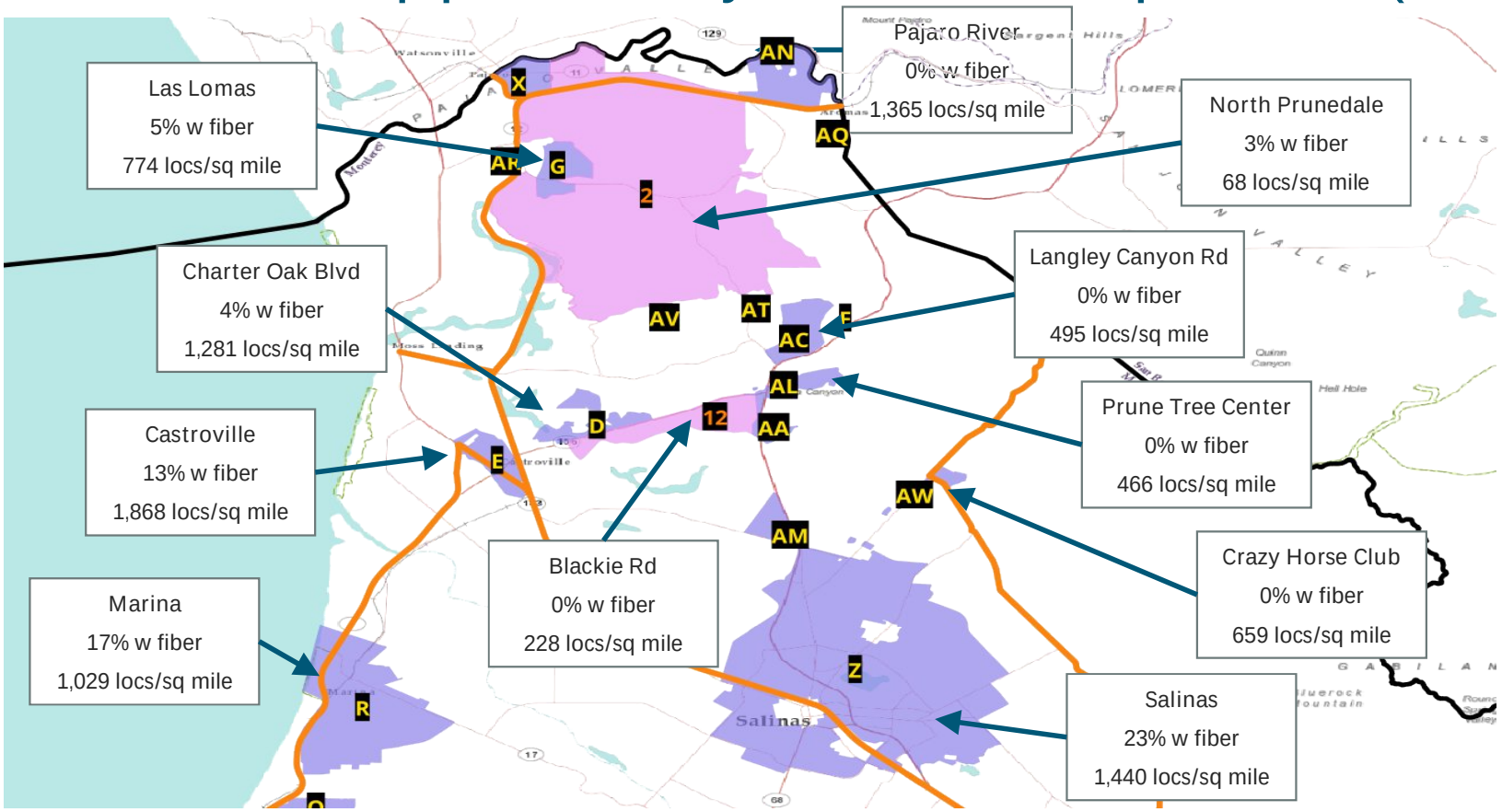

Assess & Confirm GSCA Opportunity Zones
Partner Engagement & RFCP
Grants Monitoring & FCC/ CPUC Reconciliation
Broadband Infrastructure
Broadband Policy
Digital Equity
Streamline Telecom Permitting
Access to Public Assets & Dig Once Policies
Public GIS Broadband Portals
ACP Enrollment & Promotion
Devices & Digital Navigator Programs
Digital Literacy Programs from the Library System

Q&A

www.teleworx.com

TeleworX

Broadband Opportunity Zones: Map View (1/4)

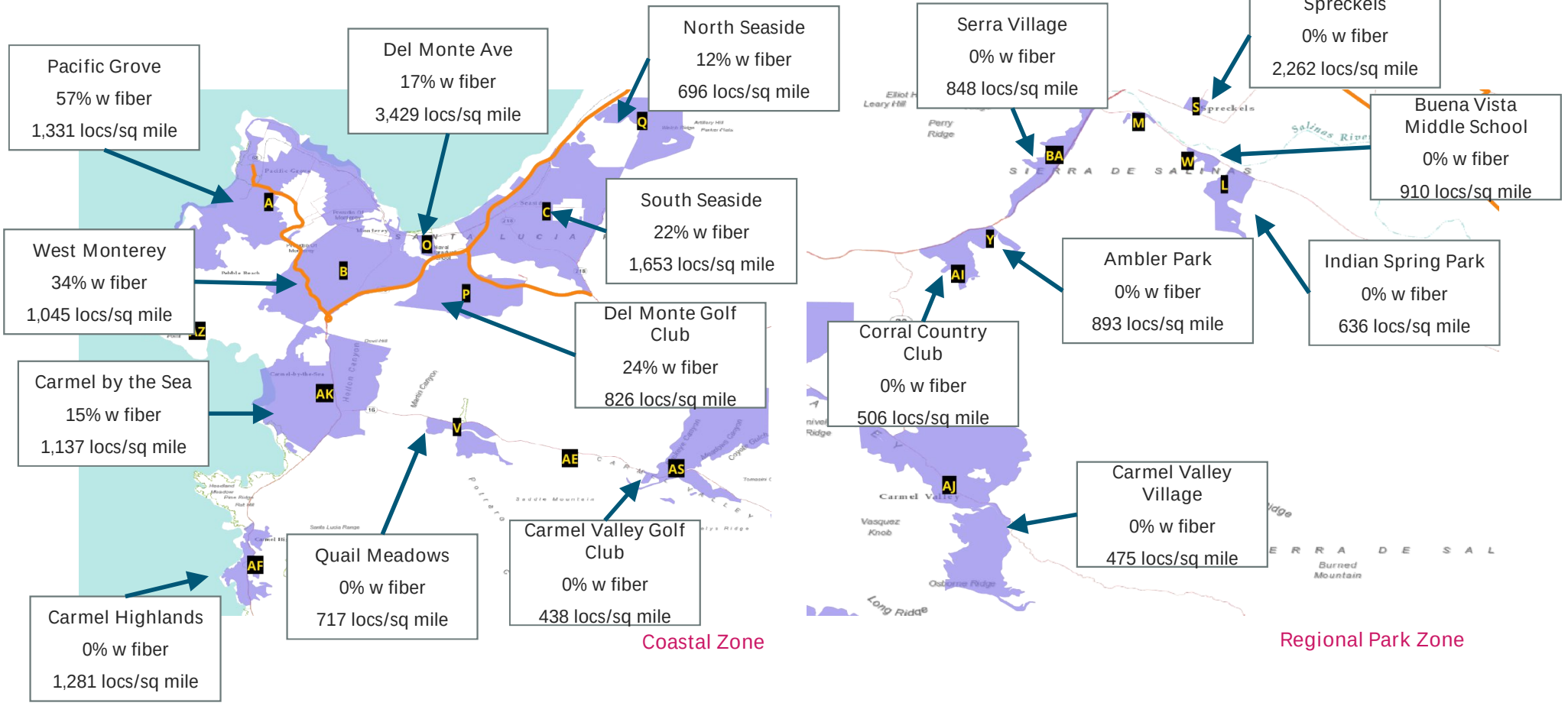


North Zone

Opportunity Zones: *Fiber* *FWA* *Middle-Mile:* *GSN*

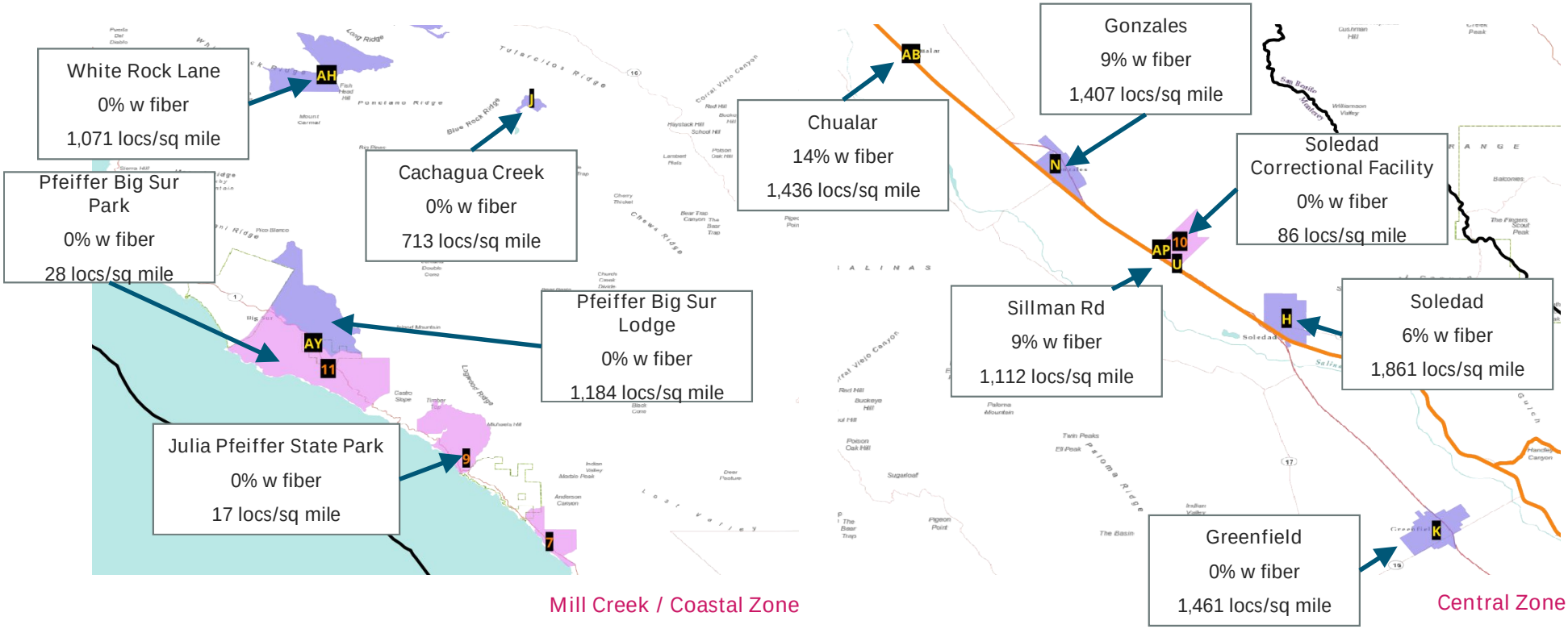
TeleworX

Broadband Opportunity Zones: Map View (2/4)



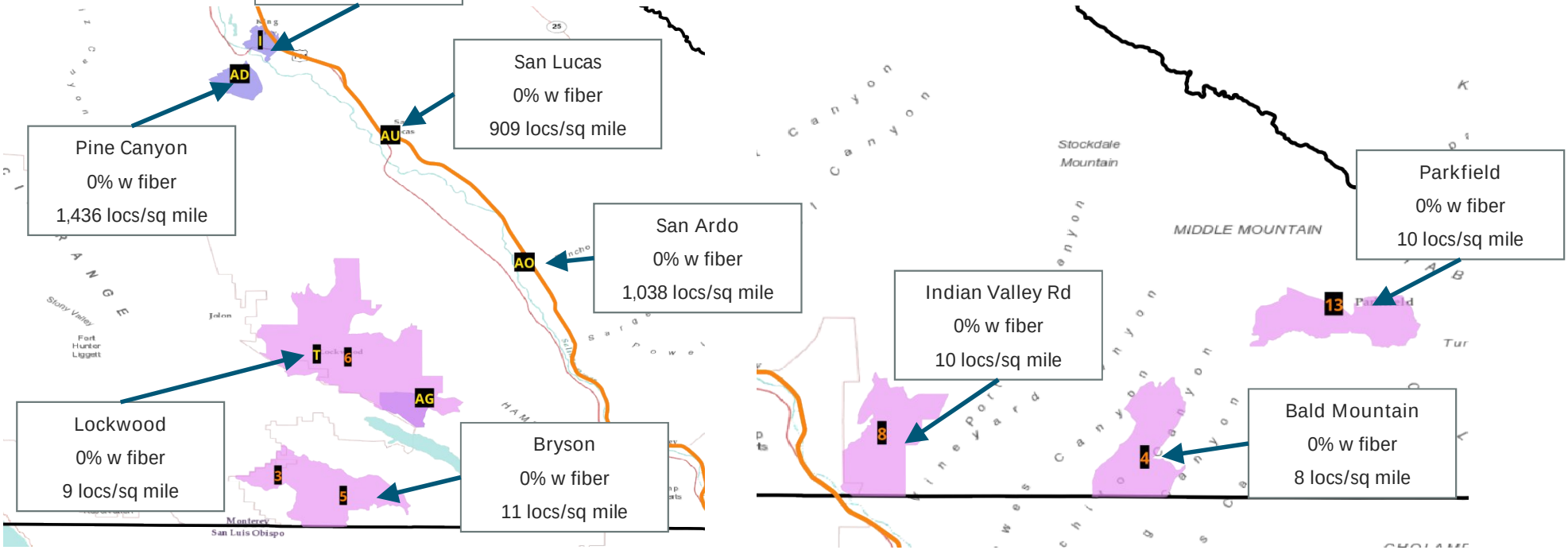
Opportunity Zones: *Fiber* *FWA* *Middle-Mile:* *GSN*

Broadband Opportunity Zones: Map View (3/4)



Opportunity Zones: *Fiber* *FWA* *Middle-Mile:* *GSN*

Broadband Opportunity Zones: Map View (4/4)



Opportunity Zones: *Fiber* *FWA* *Middle-Mile:* *GSN*

Fiber Opportunity Zone Prioritization

Low — Feasibility & Timeframe — High

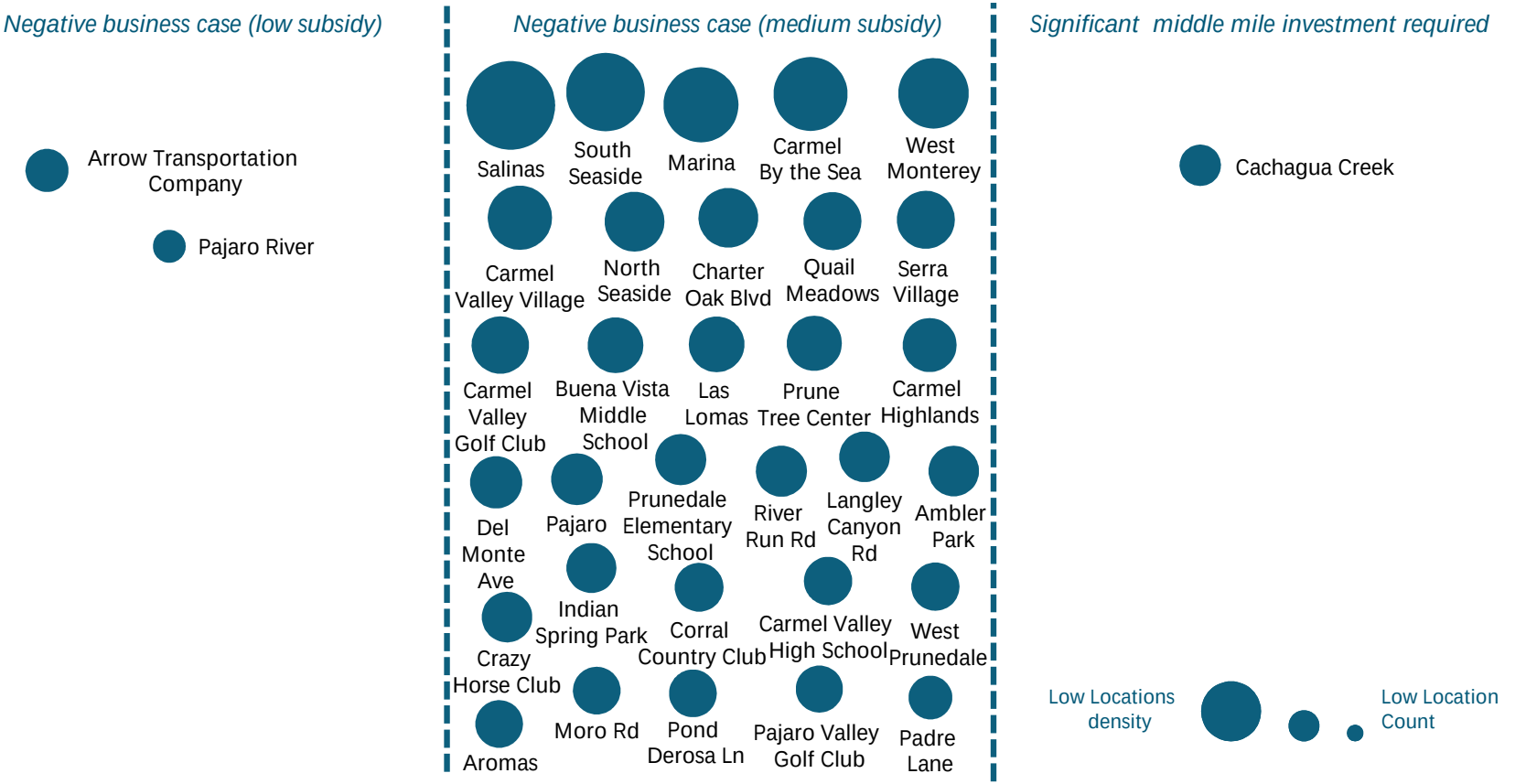
Operating Models	Phase 1 (2023-2024)	Phase 2 (2025-2026)	Long Term (post-2026)
GSCA (To be confirmed)	*High density; GSN proximity; SSVBA area* Soledad Soledad Prison Rd Greenfield San Ardo King City Sillman Rd Gonzales San Lucas	*High density; low GSN proximity; Grant eligible* Del Monte Golf Club Spreckels Chualar Castroville Pacific Grove	*Within SSVBA Area; Heavy middle mile investment* Pine Canyon Jolon Rd White Rock Lake Valley Oaks Mobile Park
Fiber ISP Standalone	*Positive business case (high);*	*Positive business case (medium)*	*Positive business case (low)* Elkhorn

Low Locations density — Low Location Count

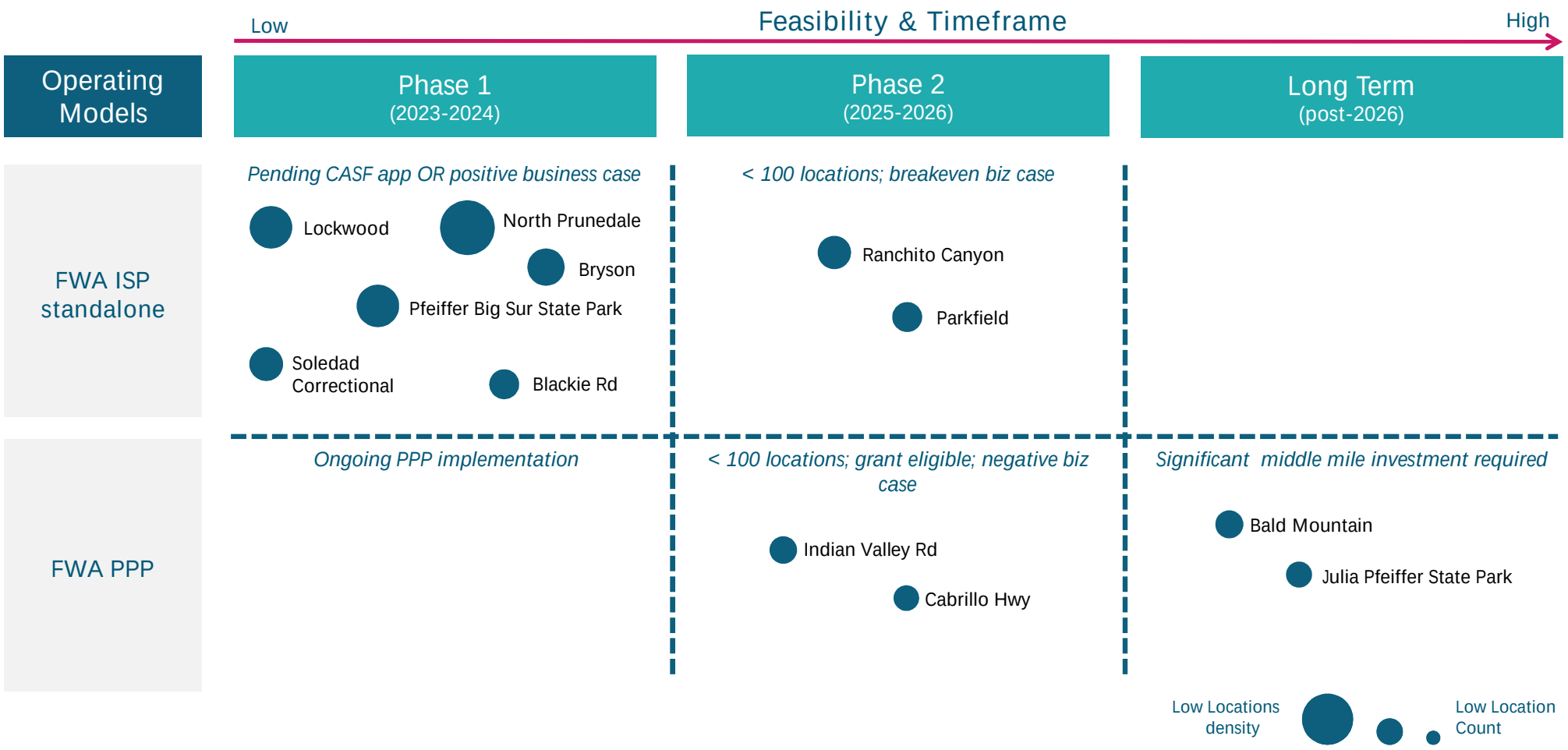
Fiber Opportunity Zone Prioritization

Low — Feasibility & Timeframe — High

Operating Models	Phase 1 (2023-2024)	Phase 2 (2025-2026)	Long Term (post-2026)
Fiber PPP	*Negative business case (low subsidy)*	*Negative business case (medium subsidy)*	*Significant middle mile investment required*



FWA Opportunity Zone Prioritization



County of Monterey

Board Report

Legistar File Number: OBM 24-003

Item No.24

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

January 09, 2024

Introduced: 1/2/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 24-004

Item No.25

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

January 09, 2024

Introduced: 1/2/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

New Referrals

Monterey County Board of Supervisors

MEETING: **January 9, 2024 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
1	2016.02	4/12/16	Adams	HCD	County Counsel	Blitch/Spencer	5/10/16	Short Term Rental (STR) Ordinance a) Prioritize completion of the STR rental ordinance by scheduling a final meeting of the STR Working Group; and b) Present a complete STR Ordinance to the Planning Commission; c) County Counsel respond to the Board re. County not engage in code violation citations while the STR ordinance is being developed.	Staff presented the draft vacation rental ordinances to the Board on November 17, 2020, and May 2021 for direction. Based on Board direction, the necessary environmental review will be conducted. Upon completion of the environmental review, the Planning Commission would consider a recommendation to the Board on the environmental documentation and draft ordinance. Referral modified on August 24, 2021 (as part of Board's annual evaluation of referrals) requesting that HCD provide a proposal to address implementation of enforcement at this time, as well as anticipated funding sources for those costs. On October 5, 2021, the Board directed HCD to developed a pilot program to enforce STRs in District 5. On December 8, 2021, staff provided a presentation to the Board on its proposed proactive enforcement and was directed to proceed by returning in January/February 2022 for Board action on staff resources, funding, and a draft ordinance increasing fines for unauthorize STRs. The Budget Committee considered staff resources on January 26, 2022 and subsequently, on March 1, 2022, the Board approved three new staff positions including two Code Compliance Inspector II positions and an Office Assistant position. A Notice of Preparation has been distributed indicating that an EIR is being prepared. A public consultation and scoping meeting were held on September 6 and 19, 2022, respectively. An initial study has been completed concluding that an EIR is warranted related to the draft ordinances. The Board approved a contract with Ascent Environmental for the EIR on December 6, 2022. Under contract with the County, Ascent Environmental, Inc. has begun drafting the EIR. HCD plans to publish the EIR in December of 2023 and publish the Final EIR in March 2024. The Planning Commission and Board will consider the ordinance after the Final EIR is published.	Pending
2	2017.18	9/19/17	Board	CAO		Bokanovich	10/24/17	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. Referral modified on August 24, 2021 (as part of Board's annual evaluation of referrals) to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral has been reassigned to the County Administrative Office for response. Additional time is needed for information gathering. Staff anticipates a further response to the Board in September 2023.	Pending
3	2017.20	11/19/19	Alejo	PWFP		Ishii	1/28/20	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities. At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding. On January 20, 2022, the County submitted a $3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff received noticed from the Salinas Regional Soccer complex that they would be proceeding with the design and placement of the skate/bike park within their complex and would include it as part of their operations.	**Postponed**
4	2018.15	6/5/18	Church	HCD		Spencer	7/17/18	Consider zoning changes to prohibit drilling for oil & gas north of King City	Present options for initiating amendments to County zoning to prohibit new oil and gas exploration in Monterey County except in the southern Salinas Valley, generally south of King City and east of the Santa Lucia range, so that it meets all legal requirements. RMA prepared options for consideration by the Planning Commission at a workshop held on 7/11/18. Referral postponed until Measure Z litigation is concluded. **Modified to include Supervisor Church as the sole referring supervisor for the referral.**	**Modified**
5	2018.28	12/4/2018	Phillips	HCD		Spencer	12/11/2018	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. HCD plans to couple this work with the 6th Housing Element to be completed by December 2023. In the interim, staff considers the integration of affordable housing policies in the coastal zones when the opportunities exist (e.g., update to the Big Sur Land Use Plan) Staff anticipates coordinating meetings with coastal commission staff in 2023 with a report out to the Board of Supervisors in 2024.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
6	2019.08	9/10/2019	Alejo	PWFP/IGLA		Ishii/Chiulos	12/10/2019	State Funding for the Historic Old Monterey County Jail	A presentation of options for the disposition of the Old Jail was provided on September 10, 2019. The Board identified specific options and authorized Supervisor Alejo to pursue state funding match ($10M) in the 2020 State Budget, which will be determined by June 2020. Meanwhile, RMA has coordinated with City staff on their Lincoln Avenue Corridor Master Plan efforts that includes an option for potential reuse of the old jail site. Due to the pandemic the Legislature did not entertain specific budget requests, such as that for the Old Jail. On Oct. 18, 2021, the County met with Assemblymember Rivas who indicated he would submit a $15 million 2022 State Budget request for the project. Discussions on this request are ongoing with the County's State Legislative delegation. On February 11, 2022, the Board held a Legislative Workshop and identified this request as a County priority. No funding for the project was included in the FY 22-23 State Budget. Staff has updated the funding request to $17.25 million to reflect project cost escalation. Staff continues to seek opportunities to fund the project. Ongoing updates are being provided to the Legislative Committee.	**Postponed**
7	2020.12	3/3/2020	Church & Adams	CAO/PWFP		Vega/Ishii	4/7/2020	Consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years.	Staff has been performing research on funding options with the assistance of a financial consultant. A report was presented to the Capital Improvement Committee (CIC) meeting on September 13, 2021. Staff provided a status update to the Board on February 8, 2022. Staff is proceeding with Board direction and coordinating with financial advisors and the Budget team to finalize details of the proposed bond approach. The Debt Advisory Committee considered the program on November 21, 2022 and the Budget Committee considered the program on November 30, 2022. Review by the Capital Improvement Committee is planned for February 8, 2023, with a report to the Board planned for March 7, 2023. A final check in with the CIC is planned for March 6, with a report to the Board on March 28, 2023. Staff will present to the Budget Committee in September 2023 and the Board in October 2023 with a recommendation to request support to issue debt to move forward with road improvement projects. The analysis of the Bond Program is still underway. Staff is looking to update some of the initial program assumptions and Program Project cost estimate. Staff is preparing to go Board with the final recommendation.	Pending
8	2020.22	7/7/2020	Church	CAO		Bokanovich	7/28/2020	Referral Process Amendment	This referral requests that the process be amended to have Board approval for a referral as part of an agenda item showing the purpose of the referral, costs, time, challenges, and details of the project. Exceptions may be made for urgent matters. The Board approved an Amended Board Referral Process on April 27, 2021. The Board will conduct a review of the amended referral process, along with the evalution of outstanding referrals, on an annual basis. The referral has been reassigned to the County Administrative Office for response. Staff will provide a report to the Board in October 2023.	Pending
9	2020.27	12/8/2020	Lopez-Alejo	COB		Ralph		Address the need for translation services	This referral seeks to support access to live translation services and translate recorded minutes of Board of Supervisor meetings. Staff provided a report to the Board on December 14, 2021. Staff will provide a report to the Board in July 2022. The referral is close to completion. Staff will provide an update to the referring Supervisors. Staff is working with ITD on how to implement the Spanish webinar portion.	Pending
10	2021.05	3/2/2021	Alejo	PWFP		Ishii	6/1/2021	Monterey County COVID-19 Victims Memorial	This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potentioal donors. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project. Staff provded an update to the Board on June 13, 2023. Staff provided a status update at the June 13 BOS. Funding efforts are at 44% overall project cost. Funding raising efforts have raised enough money to develop plans for permit. Staff initiated a draw from the Community Foundation fund to begin drawings for permit.	Pending
11	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich		Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies.	Pending
12	2021.18	9/28/2021	Adams	WRA		Azhderian		Board Workshop to Review Regional Water Issues and Potential Solutions	This referral seeks to initiate a comprehensive discussion on regional scale water issues and potential solutions in Monterey County. This referral is for the Board of Supervisors of the MCWRA to hold a special joint meeting with the MCWRA Board of Directors, the SVBGSA Board of Directors, and the Marina Coast Water District GSA Board for the water agencies' leadership to provide a comprehensive overview of regional projects under consideration by the MCWRA, SVBGSA and MCWD GSA. Elected officials, local agencies, water purveyors, industry representatives, landowners and other stakeholders that may have some oversight or authority, or potential interest in participating in regional solutions should be invited. A preliminary analysis was provided to the Board on November 2, 2021. A workshop was held for the Board on March 15, 2022 at 1:30pm. The 2nd Board Workshop will be held on September 20, 2022. The 3rd and final Board Workshop will be held on December 6, 2022. Staff were directed to continue to pursue a collaborative approach with the stakeholders to formulate regional water collaborative. Water Resources Agency Staff will be coordinating this effort with the Salinas Valley GSA, and return to the Board with recommendations. The SVBGSA was recently awarded a facilitating support services grant from the Department of Water Resources providing one year of facilitation services at no local cost. In coordination with the SVBGSA and Monterey One Water (MW1), the scope of services includes a facilitated series of workshops with MW1, SVBGA, and MCWRA to begin with the fact finding, and then to a solutions focused problem-solving approach to delivering the maximum amount of recycled water to MW1 customers including CSIP, CalAm, and Marina Coast Water District, critical to local water supplies and seawater intrusion mitigation.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.		Project Lead	Requested Due	Item		Report	Status
13	2021.25	11/16/2021	Askew	~~PWFP~~ HCD			~~Ishii~~ Spencer		East Garrison Street Renaming		This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff will report back to the Board on May 3, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. Based on public comment, they will be presenting a follow-up item to EGCSD at one of their next meetings. Adopted FY22-23 Budget includes $40,000 for street renaming. HCD to prepare draft program for Board consideration. HCD staff has developed a draft program. The program will likely be presented to the Board for consideration in the Fall of 2023.	Pending
14	2021.28	12/7/2021	Alejo/Lopez	WRA			Azhderian		Water Storage Infrastructure and Maintenance State Budget Request		This referral requests that Monterey County Water Resources Agency partner with our state legislative delegation to make a $300 million budget request in the 2022 legislative session for the water storage infrastructure & maintenance projects at Lakes San Antonio and Nacimiento. When the referral was introduced it was amended to include an additional $12 million State Budget request for the San Lucas Clean Drinking Water Project. A preliminary response was provided to the Board on January 11, 2022. These projects have been designated as priority projects of the Board for the 2022 Legislative Program. The County has made a $312 million State Budget request for these projects. Discussions on this request are ongoing with the County's State Legislative delegation. On February 11, 2022, the Board held a Legislative Workshop and identified these State Budget requests as County priorities. Ongoing updates will be provided to the Legislative Committee.	Pending
15	2021.29	12/7/2021	Adams	PWFP			Ishii		Increased Fines for Big Sur Roadside Camping Prohibition		This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1.	Pending
16	2022.02	1/11/2022	Askew	CAO			Chiulos/Bokanovich		Sheriff Oversight Board Formation		This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185.	**Postponed**
17	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD			~~Ishii~~ Spencer		Revisit Rossi Road Extension Plan		This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be present to the Board in the Fall of 2023.	Pending
18	2022.11	3/1/2022	Alejo	Health			Jimenez/Eckert		Mental Health Services Act (MHSA) Reserve Funds Expenditure Plan & Oversight		This referral requests that the Monterey County Behavioral Health Department provide a comprehensive presentation on how Mental Health Services Act funding is being used in our county, what other potential eligible services could be provided under the act, and to devise an updated expenditure plan to utilize the record reserve funds of $55,380,337 towards providing critical needed services to eligible residents. The referral further requests that the Board of Supervisors receive an annual report on the expenditures and effectiveness of all its programs. A preliminary response was provided to the Board on March 22, 2022. The Board directed that the matter be referred to the Budget Committee for further consideration. An initial comprehensive report was provided to the Budget Committee on April 25, 2022. The Budget Committee directed that the report be expanded to include outcomes and effectiveness, and be referred to the Board of Supervisors for further consideration. Staff provided an updated response to the Board of Supervisors on June 21, 2022 and were directed to present further updates to the Budget Committee. Staff provided an update at the Budget Committee on July 27, 2022 and returned with an update on our future fund balance assumptions and innovation projects on January 19, 2023 as directed. Staff, as part of its presentation to the Board of Supervisors on its Department's FY 2023-24 Budget Request on April 4, 2023, included a summary of the MHSA Fund. On May 23, 2023, staff presented to the Board of Supervisors a more comprehensive update on MHSA year end estimate, projected expenditures for FY 2024, budgeted capital, and innovation projects. Staff will return to the Board with an update in the Fall 2024.	Pending
19	2022.14	4/19/2022	Lopez	PWFP			Ishii		Harkins Road		This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the ~~February 28, 2023~~ March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended at this time. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
20	2022.16	5/10/2022	Alejo	Probation/~~CAO~~ PWFP		Keating/~~Woods~~ Ishii		Completion of the Monterey County Juvenile Hall	This referral requests for the Monterey County Probation and other county staff to pursue state grant funding to complete the unfinished phase of the Juvenile Hall. On June 7, 2022, the Board took action to combine with Board Referral No. 2017.24. This item was reassigned to PWFP on September 8, 2022. PWFP obtained a consultant to conduct a Youth Center Consolidation Study. That work is underway, and a final report with recommendations is expected to be presented to the Board by the end of April 2023. **Modifed to include Supervisor Alejo as the sole referring supervisor for the referral**. Study is completed. Staff is preparing a report for the BOS in ~~August 2023~~ January 2024.	Pending
21	2022.17	8/23/2022	Lopez	Elections		Martinez		Elections Fee Schedule – Recounts	This referral requests that staff bring forward recommendations to possibly include creating a fee schedule for candidates to request and plan for recounts when needed. A preliminary response will be presented to the Board on ~~March 28, 2023~~ August 22, 2023.	Pending
22	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	Vega	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. **Modfied by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas.** Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements.	**Modified**
23	2022.23	11/22/2022	Church	PWFP/CAO		Ishii/Vega		Long-Range Funding Source for Pajaro Park	This referral requests a long-range funding source for Pajaro Park to ensure long-term park access to residents of the Pajaro Valley which will enhance the overall health and well-being of residents of this disadvantaged community who need it the most. On January 17, 2023, the Board approved moving forward with a one-time funding request of $35,000 for Pajaro/Sunny Mesa Community Services District to maintain Pajaro Park for FY23. Staff will provide information to the Budget Committee in February 2023 and Board in early March to finalize the funding request. Staff will return to the Board in April 2023 for additional referral response regarding a long-term funding source for the park. Staff currently advising PSMCSD staff regarding research of local/community funding sources. Parks staff followed up with PSMCSD and no further work has been done on their part to secure long-range funding. Parks staff provided suggestions for community organizations and individuals that should be contacted.	Pending
24	2023.03	2/7/2023	Alejo	HCD		Spencer		Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. Staff will return to the Board with an update on June 6, 2023.	Pending
25	2023.04	2/14/2023	Alejo	Social Services		Medina		Storm Recovery Rent-Subsidy Program for Farmers	The purpose of this referral is to reestablish a temporary rent-subsidy program to assist agricultural workers who were impacted by the storm & flood damage to 20,000 acres of farmland in Monterey County. A preliminary response was provided to the Board on March 7, 2023. Staff will provide an update to the Board on ~~April 18, 2023~~ April 25, 2023. On April 25, 2023, the Board of Supervisors approved the Department of Social Services (DSS) to execute contracts with Catholic Charities and the United Way for the Storm Recovery Subsidy Program for low income households impacted by the weather disaster events. This program developed from the original referral for the Rent Subsidy Program for Farm Workers. The Board Order and Resolution giving DSS the authority to execute the contracts were completed on May 10, 2023, and the contracts with both agencies were then signed and fully executed. The United Way then executed sub agreements with and transferred funds to Door to Hope and Community Bridges to administer the program to eligible households. The United Way and Catholic Charities worked together to develop a barrier free process for distribution of these funds, and to work collaboratively so as to maintain consistency between agencies and not allow duplication. Catholic Charities has since completed over 360 household assessments, and are focused on distributing funds to approved persons, and indicate they are on track to expend all of their funds. Likewise, the United Way partner agencies have approved over 70 households for payments and are in the process of disbursing the funds and continuing to assess additional households. The Board Order stated "if funds are still in existence when it terminates this will come back to the Board for further discussions." The United Way and Catholic Charities have until June 30, 2023 to expend the funds from County's Contingency fund, and October 31, 2023, to expend the funds from the Burial Assistance program. If funds are projected to be still in existence as of October 31, 2023, this referral can be brought back to the Board for further discussion at that time.	Pending
26	2023.07	4/18/2023	Church	County Counsel		Blitch		Reallocation of Monterey County Funeral and Burial Assistance Program funds	The purpose of this referral is to Initiate consideration of using the Monterey County Funeral and Burial Assistance Program funds (MCFBAP) (Project ID 1050-001-21) to assist low-income people affected by the March Flooding Events in the communities of Pajaro and San Ardo. Staff will provide an update to the Board on April 25, 2023.	Pending
27	2023.09	4/18/2023	Alejo	PWFP		Ishii		Salinas Regional Soccer Complex Grant Opportunities	This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff assisted with a grant opportunity in October 2024.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
28	2023.12	5/23/2023	Alejo	Health		Jimenez		Joint Model Crisis Response Pilot Program with the City of Salinas	This referral requests that the County of Monterey collaborate with the City of Salinas on a potential pilot crisis response program. A preliminary response was provided to the Board on June 13, 2023. The Joint Meeting with the City of Salinas has been postponed until sometime early next year, and Supervisor Alejo would like to keep this referral open and revisit this once staff has met with the City at that time.	Pending
29	2023.13	7/11/2023	Church	PWFP		Ishii		Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff will return to the Board in March 2024.	Pending
30	2023.15	7/25/2023	Alejo	CAO		Chiulos/Wilson		Homelessness Summit Support	Referral requests that the County of Monterey be a fiscal partner for the 2023 Homelessness Summit that will take place in Salinas in October 2023 and to provide other needed technical support.	Pending
31	2023.17	7/19/2023	Adams	HCD		Spencer		Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. Staff will provide an update to the Board on September 12, 2023.	Pending
32	2023.18	8/22/2023	Adams	HCD/Sheriff		Spencer/Nieto		Renter Census Data in Unicorporated County of Monterey	Referral requests that staff develop a method to collect data for identifying the number of renters and the number of evictions in the unincorporated areas of the County of Monterey. A preliminary response will be presented to the Board on November 28, 2023.	Pending
33	2023.19	10/17/2023	Askew	County Counsel		Blitch		Monterey County Regional Fire District Board of Director Recruitment and Appointment Policy	Referral requests that staff develop Adopt a policy that supports equitability appointments to the Monterey County Regional Fire District Board of Directors by the Board of Supervisors.	Pending
34	2023.20	11/7/2023	Church	Health		Jimenez		Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County.	Pending
35	2023.21	11/7/2023	Church	CAO		Chiulos		Non-County Entity Appointments Procedure for Supervisors	This referral requestst that staff amend the current policy for appointments of County Supervisors to Non-County entities.	Pending
36	2023.22	11/28/2023	Adams	PWFP		Ishii		Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1.	Pending
									Completed by Executive Assistant on January 3, 2024	

County of Monterey

Board Report

Legistar File Number: OBM 24-005

Item No.26

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

January 09, 2024

Introduced: 1/2/2024
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: A 23-552

Item No.27

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

January 09, 2024

Introduced: 11/17/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-15698) with AE & Associates, LLC for coding, audits, onsite training, and remote coding support services, extending the agreement an additional one (1) year period (August 1, 2024 through July 31, 2025) for a revised full agreement term of August 1, 2019 through July 31, 2025), and adding $400,000 for a revised total agreement amount not to exceed $689,616.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-15698) with AE & Associates, LLC for coding, audits, onsite training, and remote coding support services, extending the agreement an additional one (1) year period (August 1, 2024 through July 31, 2025) for a revised full agreement term of August 1, 2019 through July 31, 2025), and adding $400,000 for a revised total agreement amount not to exceed $689,616.

SUMMARY/DISCUSSION:

In addition to the increase with audit reviews to ensure that all regulatory and coding assignments are accurate, we have a need for additional services such as Trauma Registry services and Family Practice Clinical coding which requires specialized state knowledge and expertise when appending service codes.

The service that AE & Associates, LLC provides to Natividad Medical Center ensures that the submission for reimbursement is accurate and the data submission to public entities meets the state standards and requirements. The appending of medical codes is based on the treatment and services provided to the patient. Patients are able to obtain resources and apply for other services to sustain their daily living.

Lastly, the difficulty with recruitment of qualified licensed coders in the various categories of coding complication, ongoing updates, third party reviews to ensure transparency has made it challenging for NMC.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment No. 3 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 3 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on November 9, 2023.

FINANCING:

The cost for this amendment No. 3 is $400,000 of which $200,000 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:

Natividad Medical Center has employed licensed coders and is a resident within Monterey County. They are dedicated and well versed in their profession of expertise.

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

Prepared by: Kim Williams-Neal, Director of Health Information Management, 783-2440
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
AE & Associates, LLC Amendment 3
AE & Associates, LLC Amendment 2
AE & Associates, LLC Amendment 1
AE & Associates, LLC Agreement

Attachments on file with the Clerk of the Board

County of Monterey

Board Report

Legistar File Number: A 23-552

Item No.

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

January 09, 2024

Introduced: 11/17/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-15698) with AE & Associates, LLC for coding, audits, onsite training, and remote coding support services, extending the agreement an additional one (1) year period (August 1, 2024 through July 31, 2025) for a revised full agreement term of August 1, 2019 through July 31, 2025), and adding $400,000 for a revised total agreement amount not to exceed $689,616.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-15698) with AE & Associates, LLC for coding, audits, onsite training, and remote coding support services, extending the agreement an additional one (1) year period (August 1, 2024 through July 31, 2025) for a revised full agreement term of August 1, 2019 through July 31, 2025), and adding $400,000 for a revised total agreement amount not to exceed $689,616.

SUMMARY/DISCUSSION:

In addition to the increase with audit reviews to ensure that all regulatory and coding assignments are accurate, we have a need for additional services such as Trauma Registry services and Family Practice Clinical coding which requires specialized state knowledge and expertise when appending service codes.

The service that AE & Associates, LLC provides to Natividad Medical Center ensures that the submission for reimbursement is accurate and the data submission to public entities meets the state standards and requirements. The appending of medical codes is based on the treatment and services provided to the patient. Patients are able to obtain resources and apply for other services to sustain their daily living.

Lastly, the difficulty with recruitment of qualified licensed coders in the various categories of coding complication, ongoing updates, third party reviews to ensure transparency has made it challenging for NMC.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment No. 3 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 3 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on November 9, 2023.

FINANCING:

The cost for this amendment No. 3 is $400,000 of which $200,000 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:

Natividad Medical Center has employed licensed coders and is a resident within Monterey County. They are dedicated and well versed in their profession of expertise.

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

Prepared by: Kim Williams-Neal, Director of Health Information Management, 783-2440
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
AE & Associates, LLC Amendment 3
AE & Associates, LLC Amendment 2
AE & Associates, LLC Amendment 1
AE & Associates, LLC Agreement

Attachments on file with the Clerk of the Board

Charles R. Harris
Charles R. Harris, M.D., Chief Executive Officer

11/20/2023
Date

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AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN AE& ASSOCIATES, LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
CODING, AUDITS, ON-SITE TRAINING, AND REMOTE CODING SUPPORT SERVICES

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on August 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and AE & Associates, LLC ("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 AE & Associates, LLC for coding, audits, on-site training, and remote coding support services with a term August 1, 2019 through July 31, 2022 and a total Agreement amount not to exceed $100,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to extend the term for an additional two (2) year period through July 31, 2024 for a revised term of Agreement (August 1, 2019 through July 31, 2024) with no change to the scope of services or billing rates, and to include Addendum No. 1 due to change in indemnity with a $179,616 increase for a revised total Agreement amount not to exceed $279,616; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to revise Exhibit A attached hereto as "Exhibit A-2 per Amendment No. 2" with no change to the term of Agreement (August 1, 2019 through July 31, 2024), to allow services to continue with a $10,000 increase for a revised total Agreement amount not to exceed $289,616; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 3 to extend it for an additional one (1) year period through July 31, 2025 for a revised term of Agreement (August 1, 2019 through July 31, 2025) to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-3 per Amendment No. 4" with a $400,000 increase for the added services for a total Agreement amount of $689,616.

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 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. 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-2 per Amendment No. 2 plus 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 $689,616."

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2. Section 2.4 titled, "PAYMENT CONDITIONS" shall be amended to the following:
   "2.4 CONTRACTOR shall receive reimbursement for all travel expenses consistent with Monterey County Travel Expenses Policy."

3. Paragraph 3 titled, "TERMINATION" shall be amended to the following:

   "3.1 During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party 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 include all services provided prior to the date of termination.

   3.2 Either party may cancel and terminate this Agreement for good cause effective immediately upon written notice to the other party. "Good cause" includes the failure of either party to perform the required services or payments at the time and in the manner provided under this Agreement."

4. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from August 1, 2019 through July 31, 2025 unless sooner terminated pursuant to the terms of this Agreement."

5. 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**~~
   Addendum No. 1 as per Amendment No. 1
   ~~**Exhibit A-2 per Amendment No.2- SCOPE OF SERVICES AND PAYMENT PROVISIONS**~~
   Exhibit A-3: Additional Scope of Services/ Payment Provisions as per Amendment No. 3
   Exhibit B: Business Associate Agreement"

6. 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 and Amendment No. 2.

7. A copy of this Amendment No. 3 shall be attached to the Agreement.

8. This Amendment No. 3 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN AE & ASSOCIATES, LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
CODING, AUDITS, ON SITE TRAINING AND REMOTE CODING SUPPORT SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and AE & Associates, LLC ("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 AE & Associates, LLC for Coding, Audits, On Site Training and Remote Coding Support Services with a term August 1, 2019 through July 31, 2022 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on February 8, 2022 via Amendment No. 1 to extend the term for additional two (2) year period through August 1, 2022 through July 31, 2024 (August 1, 2019 through July 31, 2024) and to add an additional $179,616, thereby increasing the total Agreement amount to $279,616; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 2, to revise Exhibit A attached hereto as "Exhibit A-2 Per Amendment No.2" with no change to the term (August 1, 2019 through July 31, 2024), to allow services to continue with a $10,000 increase for a total Agreement amount of $289,616.

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. 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 by "Exhibit A-2 per Amendment No.2" and incorporated herein, 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* $289,616."**

2. 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-2 per Amendment No.2
   Addendum No. 1 as per Amendment No. 1
   ~~**Exhibit A: Scope of Services/Payment Provisions**~~
   Exhibit B: Business Associate Agreement."

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3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 2 shall be attached to the Agreement.

5. This Amendment No. 2 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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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.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 2/2/2023 | 12:38 PM PST

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0EGE1B99F444A9...
Monterey County Deputy County Counsel

Date: 1/24/2023 | 4:30 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Joey Nolasco
F60C442ED05B437...
Monterey County Deputy Auditor/Controller

Date: 1/25/2023 | 2:36 PM PST

CONTRACTOR

AE & Associates, LLC
CONTRACTOR's Business Name
See instructions below

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

ARNALDO T. ARDEVELA, CEO
Name and Title

Date: 1/12/23

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

Ester Ardevela, CFO
Name and Title

Date: 01/12/2023

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).

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EXHIBIT A-2 Per Amendment No.2- SCOPE OF SERVICES AND PAYMENT PROVISIONS

NMC and CONTRACTOR hereby agree the Scope of Services include but are not limited to the following:

1. Scope of Services

CONTRACTOR shall provide the following additional services are needed and as requested by NMC.

- CODING SERVICES: AE & Associates, LLC will provide support coding for the Health Information Management department in the form of:
  - Emergency Room coding
  - Evaluation & Management Coding
  - Outpatient Surgery
  - Observation
  - Inpatient Coding
  - Interventional Radiology/Cardiovascular Coding

Coding Type	Productivity Standard
Emergency Department Coding *(without E&M)*	7 charts / hour
Ancillary Coding	15 charts / hour
Evaluation & Management Facility Coding	TBD charts / hour
Outpatient Surgery Coding	5 charts / hour
Observation Coding	5 charts / hour
Inpatient Coding	2.25 charts/hour

- AUDITING SERVICES: AE & Associates, LLC will provide the following auditing services for the facility.
  - Concurrent ICD Coding Audit
  - Concurrent Medical Surgical Coding Audit
  - MS-DRG Audit
  - APC Audit
  - RAC Defense Audit
  - Nurse Defense Audit
  - Admit to Observation Audit

- OTHER SERVICES

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EXHIBIT A-2 Per Amendment No.2- SCOPE OF SERVICES AND PAYMENT PROVISIONS

2. Payment

In consideration for the services to be performed by CONTRACTOR, NMC agrees to pay CONTRACTOR as follows:

Type of Service	Cost
Support Coding Services	
Emergency Department Coding	$56.00 / Hour
Ancillary Coding	$56.00 / Hour
Evaluation & Management Facility Coding	$58.00 / Hour
Outpatient Surgery Coding	$56.00 / Hour
Observation Coding	$56.00 / Hour
Inpatient Coding	$60.00 / Hour

Interventional Radiology and Cardiovascular Coding	
IR Coding (1-5 codes submitted)	$22.00 / Encounter
IR Coding (6-10 codes submitted)	$27.00 / Encounter
IR Coding (11-15 codes submitted)	$35.00 / Encounter
IR Coding (16+ codes submitted)	$50.00 / Encounter

Auditing Services	
Concurrent ICU Coding Audit	See Concurrent Pricing Chart
Concurrent Medical Surgical Coding Audit	See Concurrent Pricing Chart
MS-DRG Audit	$53.00 / Chart
APC Audit	$33.00 / Chart
RAC Defense Audit	$200.00 / Chart
Nurse Defense Audit	$3.00 / $1,000.00 Billed
Admit to Observation Audit	TBD

Other Services	
IP Denial Appeals	TBD
Evaluation & Management Education for Coder	TBD
Peer to Peer E/M Education for Physicians	TBD
ICD-10 Education	TBD
CDI Development and Monitoring	TBD

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EXHIBIT A-2 Per Amendment No.2- SCOPE OF SERVICES AND PAYMENT PROVISIONS

Other Services

First (1st) Level Appeal –Clinical Validation/Medical Necessity	$200.00/Hour
First (1st) Level Appeal-Inpatient Coding/ MS-DRG Downgrade	$225.00/Per Case
First Level Appeal	$50 for up to two additional & $75 for each additional diagnosis thereafter
Second (2nd) Level Appeal	$200.00/Case
Third (3rd) Level and Subsequent if Applicable	$350.00/Hour (including preparation and construction of appeal letter and /or discussion with pater, medical director, or other payer representative
Nurse Charge Audit	$200.00

Concurrent Coding	
1-3 Days	$70.00 / Chart
4-6 Days	$80.00 / Chart
7-10 Days	$90.00 / Chart
11-15 Days	$100.00 / Chart
16-20 Days	$110.00 / Chart
21-30 Days	$120.00 / Chart
31 and over	$130.00 / Chart

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-15698; Amendment No.: 1
a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with AE & Associates, LLC for coding, audits, onsite training and remote coding support services, extending the agreement an additional two (2) year period (August 1, 2022 through July 31, 2024) for a revised full agreement term of August 1, 2019 through July 31, 2024, and adding $179,616 for a revised total agreement amount not to exceed $279,616.
b. Authorize the Interim Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) ($10,000) of the original cost of the agreement.

PASSED AND ADOPTED on this 8th 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 8, 2022.

Dated: February 14, 2022
File ID: A 22-036
Agenda Item No.: 20

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

Julian Lorenzana, Deputy

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN AE & ASSOCIATES, LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
CODING, AUDITS, ON SITE TRAINING AND REMOTE CODING SUPPORT SERVICES

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on August 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and AE & Associates, LLC ("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 AE & Associates, LLC for Coding, Audits, On Site Training and Remote Coding Support Services with a term August 1, 2019 through July 31, 2022 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 to extend it for an additional two (2) year period through July 31, 2024 for a revised Agreement term of August 1, 2019 through July 31, 2024 with no change to the scope of services or billing rates, and to include Addendum No. 1 due to change in indemnity with a $179,616 increase for a total Agreement amount of $279,616.

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. 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, 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* $279,616."**

2. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from August 1, 2019 through July 31, 2024 unless sooner terminated pursuant to the terms of this Agreement."

3. 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:

Addendum No. 1 as per Amendment No. 1
Exhibit A: Scope of Services/Payment Provisions
Exhibit B: Business Associate Agreement."

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 signed by both Parties.

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.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, Interim CEO

Date: 2/9/22

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 12/29/2021

APPROVED AS TO FISCAL PROVISIONS

By: Gary Gibonay
Monterey County Deputy Auditor/Controller

Date: 1/3/2021

CONTRACTOR

AE & Associates, LLC
CONTRACTOR's Business Name
See instructions below

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

ARNALDO T. ARDEVELA, CEO
Name and Title

Date: 11/16/21

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

ESTER C. ARDEVELA, CFO
Name and Title

Date: 11/16/21

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).

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN AE & ASSOCIATES, LLC, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR CODING, AUDITS, ON SITE TRAINING AND REMOTE CODING SUPPORT SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between AE & ASSOCIATES, LLC (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:

1. **Paragraph 8.1, "INDEMNIFICATION", shall be amended to:**

   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.

Signature page to follow.

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.

COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER	**AE & ASSOCIATES , LLC**
Charles R. Harris, Interim CEO	Signature of Chair, President or Vice-President
2/9/22	ARNALDO T. ARDEVEZA, CEO
Date	Printed Name and Title
	11/16/21
Approved as to Legal Provisions:	Date
Monterey County Deputy County Counsel	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
12/30/2021	ESTER C. ARDEVEZA, CFO
Date	Printed Name and Title
Approved as to Fiscal provisions:	
Gary Giboney	Date 11/16/21
Monterey County Chief-Deputy Auditor-Controller	**Signature Instructions**
1/3/2021	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).
Date	

Natividad MEDICAL CENTER

County of Monterey Agreement for Services
(Not to Exceed $100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and AE & Associates, LLC hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

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: ICD-9 and ICD-10 Coding, Audits, On site training and remote coding support services.

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 $100,000.

TERM OF AGREEMENT; the term of this Agreement is from August 1, 2019 through July 31, 2022 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.

NMC 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.

SCOPE OF SERVICES AND 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: Business Associate Agreement

1. PERFORMANCE STANDARDS:

1.1. 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.

1.2. 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.

1.3. 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.

2. PAYMENT CONDITIONS:

2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

2.2. 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 (NMC) and the CONTRACTOR.

2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may 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 Administrator or his or her designee 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.

2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

3.1. 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.

3.2. 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.

4. INDEMNIFICATION:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

5. **INSURANCE:**

5.1. 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.

5.2. 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.

5.3. 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:

5.4. 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.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.5. 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.

(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.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance, If CONTRACTOR employs other 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 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.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.7. 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 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.)

☐ Exemption/Modification (Justification attached; subject to approval)

6. Other Insurance Requirements:

6.1. 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.

6.2. 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.

6.3. **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.**

6.4. 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 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.

6.5. 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.

7. RECORDS AND CONFIDENTIALITY:

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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: AE & Associates, LLC Attn: _____ Address: _____ City, State, Zip: _____ FAX: 951-278-3670 Email: marilyn.c@aeaallc.com

MISCELLANEOUS PROVISIONS:

13.1 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.

13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

13.3 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.

13.4 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.

13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

13.6 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.

13.7 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.

13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

13.13 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.

13.14 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.

13.15 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.

13.16 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.

Signature Page to follow

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: July 18, 2019

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 7/18/19

CONTRACTOR

AE & Associates, LLC
Contractor's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

ARNOLD ARDEVELA, PRESIDENT
Name and Title

Date: 6/28/19

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

MARK C. ARDEVELA, SECRETARY
Name and Title

Date: 6/28/19

***__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 - SCOPE OF SERVICES AND PAYMENT PROVISIONS

NMC and CONTRACTOR hereby agree the Scope of Services include but are not limited to the following:

1. **Scope of Services**

CONTRACTOR shall provide the following additional services are needed and as requested by NMC.

A. CODING SERVICES: AE & Associates, LLC will provide support coding for the Health Information Management department in the form of:

- Emergency Room coding
- Evaluation & Management Coding
- Outpatient Surgery
- Observation
- Inpatient Coding
- Interventional Radiology/Cardiovascular Coding

Coding Type	Productivity Standard
Emergency Department Coding *(without E&M)*	7 charts / hour
Ancillary Coding	15 charts / hour
Evaluation & Management Facility Coding	TBD charts / hour
Outpatient Surgery Coding	5 charts / hour
Observation Coding	5 charts / hour
Inpatient Coding	2.25 charts/hour

B. AUDITING SERVICES: AE & Associates, LLC will provide the following auditing services for the facility.

- Concurrent ICD Coding Audit
- Concurrent Medical Surgical Coding Audit
- MS-DRG Audit
- APC Audit
- RAC Defense Audit
- Nurse Defense Audit
- Admit to Observation Audit

C. OTHER SERVICES

EXHIBIT A - SCOPE OF SERVICES AND PAYMENT PROVISIONS

2. Payment

In consideration for the services to be performed by CONTRACTOR, **NMC agrees to pay CONTRACTOR as follows**:

Type of Service	Cost
Support Coding Services	
Emergency Department Coding	$56.00 / Hour
Ancillary Coding	$56.00 / Hour
Evaluation & Management Facility Coding	$58.00 / Hour
Outpatient Surgery Coding	$56.00 / Hour
Observation Coding	$56.00 / Hour
Inpatient Coding	$60.00 / Hour

Interventional Radiology and Cardiovascular Coding	
IR Coding (1-5 codes submitted)	$22.00 / Encounter
IR Coding (6-10 codes submitted)	$27.00 / Encounter
IR Coding (11-15 codes submitted)	$35.00 / Encounter
IR Coding (16+ codes submitted)	$50.00 / Encounter

Auditing Services	
Concurrent ICU Coding Audit	See Concurrent Pricing Chart
Concurrent Medical Surgical Coding Audit	See Concurrent Pricing Chart
MS-DRG Audit	$53.00 / Chart
APC Audit	$33.00 / Chart
RAC Defense Audit	$200.00 / Chart
Nurse Defense Audit	$3.00 / $1,000.00 Billed
Admit to Observation Audit	TBD

Other Services	
IP Denial Appeals	TBD
Evaluation & Management Education for Coder	TBD
Peer to Peer E/M Education for Physicians	TBD
ICD-10 Education	TBD
CDI Development and Monitoring	TBD

EXHIBIT A - SCOPE OF SERVICES AND PAYMENT PROVISIONS

Concurrent Coding	
1-3 Days	$70.00 / Chart
4-6 Days	$80.00 / Chart
7-10 Days	$90.00 / Chart
11-15 Days	$100.00 / Chart
16-20 Days	$110.00 / Chart
21-30 Days	$120.00 / Chart
31 and over	$130.00 / Chart

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective August 1, 2019 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and AE & Associates, LLC ("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 ("HIPAA), 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, 45 C.F.R. Part 160 and Part 164, Subpart 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 requirement.

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

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; 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 of PHI or Personal Information, 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 the medical identity theft 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 individuals, 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 includes EPHI**.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a 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;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) 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);

(d) 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);

(e) 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;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, 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 or required 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. 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 a Breach. 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. 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 comply with the requirements of Section 3.1(a)(i) below;

(i) 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) 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, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall 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. 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 any required notification to affected individuals, appropriate government agencies, and, if necessary the media, 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 year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) 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 the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information 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;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) 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. At a minimum, the Business Associate shall provide the 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 the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) 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;

(i) 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 to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) 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 ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) 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;

(k) 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;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any 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 unless terminated as provided in this Section 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; 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 Business Associate's provision of Services to Covered Entity.

4.4 **Effect of Termination**. Upon termination or expiration of this BAA for any reason, Business Associate shall return 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 the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (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 Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 **Survival**. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

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, the HITECH Act, 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 to the facsimile telephone numbers listed below.

If to Business Associate, to:

AE + Associates
Attn: Marilyn Caponong

Phone: 951 - 278 - 3477 ext 105
Fax: 951 - 278 - 3670

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

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 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 the Privacy Rule, the Security Rule, 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 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 related or other agreement between the Parties.

5.9 **Applicability of Terms.** This BAA applies to all present and future Service 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, 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 and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. 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) business 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.

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, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

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

By: _____

Print Name ARNOLD ARDEVELA

Print Title PRESIDENT, CEO

Date: 6/28/19

COVERED ENTITY

By: _____

Print Name: Gary R. Gray

Print Title: Chief Executive Officer

Date: 7/2/19

Introduced: 12/11/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Student Placement Agreement with Arcadia University for rotations of Arcadia University's Doctor of Physical Therapy Program students at NMC, with an agreement term of January 15, 2024 through January 14, 2027.
b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification and insurance provisions within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Student Placement Agreement with Arcadia University for rotations of Arcadia University's Doctor of Physical Therapy Program students at NMC, with an agreement term of January 15, 2024 through January 14, 2027.
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SUMMARY/DISCUSSION:

NMC strives to offer the highest quality care and best outcomes to patients and their families. At the same time, the organization promotes professional development and continuous skill acquisition among staff for the betterment of the community. One way we achieve this at NMC is to support clinical affiliation agreements with colleges and universities for specific clinical programs the suit the needs of the organization and the community. NMC would like to establish an affiliation with Arcadia University for its Doctor of Physical Therapy Program.
This program can benefit NMC in its efforts for talent acquisition following completion of clinical rotations to help fill vacant positions for Physical Therapists and other related professions.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions.

FINANCING:

There is no cost associated with this agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

NMC is dedicated to providing the people of Monterey County the best possible care to each patient. As a teaching hospital, it is essential to support professional development and upward career mobility through partnership with colleges and universities from across the country. Supporting the clinical affiliation with Arcadia University may lead to a stronger workforce which strengthens economic development and growth opportunities within Monterey County. Arcadia University's Doctor of Physical Therapy Program can yield qualified professional Physical Therapists (PT), thereby strengthening the pool of medical professionals in the area, and further enhancing healthcare opportunities for Monterey County residents.

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

Prepared by: Lourdes Escolta, Director of Nursing Education, 783-2851
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Student Placement Agreement with Arcadia University

Attachments on file with the Clerk of the Board

Introduced: 12/11/2023
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: Lourdes Escolta, Director of Nursing Education, 783-2851
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Student Placement Agreement with Arcadia University

Attachments on file with the Clerk of the Board

Charles R. Harris
Charles R. Harris, M.D., Chief Executive Officer

12/14/2023
Date

STUDENT PLACEMENT AGREEMENT
BETWEEN
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER
AND
ARCADIA UNIVERSITY

THIS AGREEMENT is made and entered into this 15 day of January, 2024 between Arcadia University ("Institution") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "COUNTY").

A. Institution is committed to service in the community and applied learning experiences for students. This is accomplished both through field education and service learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of COUNTY is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. COUNTY and Institution recognize the opportunity for meaningful learning experiences for Institution, COUNTY and students. Institution supports the goals and objectives of the COUNTY program in which students will participate.

D. Health services provided and administered by COUNTY are governed by but not limited to: Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and Part 164 as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations; California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq.; Lanterman-Petris-Short Act [Welfare and Institutions Code Section 5000 et seq.]; California Code of Regulations, Title 22, § 51009; Confidential Nature of Records; Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq.

The parties agree as follows:

I. INSTITUTION'S RESPONSIBILITIES

A. Student Profile. Institution shall make available to COUNTY a field application student profile which shall include the student's name, address, telephone number, and other pertinent information. COUNTY shall review student applications and select students for internship with COUNTY. Each student shall be responsible for submitting his or her student profile before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. Institution shall notify COUNTY designated staff of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with COUNTY's designee in planning the Program to be provided to students.

D. Records. Institution shall maintain all personnel records for its staff and all academic records for its students. COUNTY will ensure any records kept for student performance are sent to the Institution as proof of student accomplishments.

E. Student Qualifications: Institution shall provide appropriate health and safety training to all students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student in the designated Program. Additionally, Institution shall ensure that: (i) all students have documented training to meet OSHA Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student assigned to COUNTY meet the COUNTY's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to COUNTY upon request.

F. Health Insurance. Institution shall ensure each student has his or her own health insurance if not provided by the Institution.

G. Student Responsibilities. Institution shall notify students in the program that they are responsible for:

1) Complying with COUNTY's clinical and administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement.

2) Arranging for his/her own transportation and living arrangements.

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by COUNTY; refer to Exhibit A for COUNTY training requirements.

4) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by COUNTY that complies with applicable state and federal law as defined in Recital D of this Agreement and its implementing regulations.

c) COUNTY shall reasonably assist student in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

5) Complying with COUNTY's dress code and wearing name badges identifying themselves as Student Intern, if specified by COUNTY.

6) Insurance requirements. See Section V.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between COUNTY's representative and the Institution's Field Faculty representative and the student.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and COUNTY to evaluate the field experience program provided under this Agreement.

J. Grading and Discipline. Institution will retain ultimate responsibility for the education of its students, maintain all education records, and have the final responsibility for grading students. Institution shall have full responsibility for conducting any student disciplinary proceedings in accordance with its own rules and regulations.

II. COUNTY RESPONSIBILITIES

A. Field Experience. At COUNTY's discretion, COUNTY shall accept from Institution the student and shall provide the student with a supervised field experience.

B. COUNTY Designee. COUNTY shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. COUNTY shall notify the Institution in advance of any change in COUNTY's personnel appointments that may affect the student field program.

C. Access to Facilities. COUNTY shall permit students enrolled in the Program access to COUNTY facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with COUNTY's activities. COUNTY shall provide appropriate security and personal safety measures for the students and faculty.

D. Records and Evaluations. COUNTY shall maintain complete records and reports on student's performance and provide an evaluation to Institution on forms the Institution shall provide.

E. Withdrawal of Students. COUNTY shall have the right to immediately terminate a student's placement/assignment if student who, in the judgment of COUNTY, is not participating satisfactorily or refuses to follow the COUNTY's administrative policies, procedures, rules and regulations, including but not limited to inappropriate behavior, dress and/or hygiene. COUNTY shall immediately notify the student and the Institution by telephone or in person. The student and representative(s) of the Institution may meet with COUNTY to determine whether the student will be reinstated in the internship assignment at COUNTY, and if so, upon terms and conditions determined by COUNTY to be appropriate.

F. Emergency Health Care/First Aid. COUNTY agrees to comply with applicable state and federal workplace safety laws and regulations. COUNTY shall, on any day when a student is receiving training at its facilities, ensure student has access to emergency health care or first aid for accidents occurring in its facilities at Institution and/or student expense.

G. COUNTY's Confidentiality Policies. As trainees, students shall be considered members of COUNTY's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to COUNTY's lawful policies respecting confidentiality of medical information (as defined in Recital D). If Institution suspects a breach of any of these lawful policies, Institution must notify COUNTY immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages from the Institution.

H. FERPA. To the extent COUNTY generates or maintains educational records related to the participating student, COUNTY agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to Institution and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, Institution hereby designates COUNTY as Institution official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the Institution's records is required by COUNTY to carry out the program.

I. Responsibility for patient care. COUNTY will retain full authority and responsibility for patient care and quality standards and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction. While in COUNTY's facilities, students will have the status of students; are not to replace The COUNTY staff; and are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the clinical education program. COUNTY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

K. COUNTY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the

staff in charge of the student or the student is removed. COUNTY will notify the Institution's course director if such an action is required.

K. COUNTY will provide written notification to Institution promptly if a claim arises involving a student.

III. NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF STUDENTS

Institution represents that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of Institution or of the COUNTY for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of COUNTY's "workforce" for purposes of Recital D compliance and COUNTY policies and procedures. If the student is a paid employee of COUNTY, the student will be covered under COUNTY's insurance policies, including Workers' Compensation, to the extent available to other employees.

V. INSURANCE

The Institution and COUNTY mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 in annual aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and COUNTY may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

The Institution shall maintain or shall cause each student to maintain professional liability, public liability and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the trainee's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement.

In addition, Institution shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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.

Student Automobile liability insurance, students who drive to/from any clinical work location, must provide proof of valid California driver's license for in-state students or other valid state driver's license for out-of-state students and proof of insurance.

Workers' Compensation Insurance, if Institution employs others in the performance of this Agreement, in accordance with the law of the State of Pennsylvania.

Except for ten (10) days' notice of non-payment, the Institution and COUNTY will require thirty (30) days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

VI. INDEMNIFICATION.

Each party shall indemnify, defend, and hold harmless the other party, its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement. The Institution shall reimburse COUNTY for all costs actually incurred, reasonable attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until January 14, 2027.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon thirty (90) days' advance written notice by one party to the other.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of COUNTY's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional

consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the duly authorized representatives of the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. This Agreement may be modified only by subsequent written amendments properly executed by the parties.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. Notices. Notices required under this Agreement shall be in writing and deemed to have been duly given when sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

Arcadia University
450 S. Easton Rd,
Glenside, PA 19038

Natividad Medical Center
ATT: Contracts Division
1441 Constitution Blvd.
Salinas, CA 93906

DocuSign Envelope ID: 0C68D7BC-5C9B-4CA5-A23C-221AF8DA2980

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

ARCADIA UNIVERSITY

Jeff Rutenbeck

By:_____
Name: Jeffrey Rutenbeck
Title: Provost and Senior Vice President for Academic Affairs
Date: 10/20/2023

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

By:_____
Name: Charles Harris
Title: CEO

Date:_____

Approved as to legal form by the
Arcadia University Office of General Counsel
By: Lucy Glasson Date: October 18, 2023

APPROVED AS TO LEGAL FORM:

By: _____
Deputy County Counsel

Date: _____

Exhibit A

County of Monterey, on behalf of Natividad Medical Center
1441 Constitution Blvd. Salinas, CA 93906

ACKNOWLEDGEMENT FORM

The County of Monterey, on behalf of Natividad Medical Center policies listed below are checked to indicate their pertinence to this specific internship. COUNTY reserves the right to amend the policies below and add additional as needed. Acknowledged receipt is required prior to commencement of the internship.

☐ Drug-Free Workplace Policy

☐ HIV/AIDS Policy

☐ Asbestos Notification

☐ Discrimination and Sexual Harassment Policy

☐ Smoke-Free Policy

☐ Information Technology Appropriate Use Policy

☐ Confidentiality Acknowledgement (aka, Non-Disclosure Agreement)

☐ Compliance Handbook

☐ Department of Justice (DOJ) Criminal Background Check

☐ Employee Health Requirements, such as:

- Tuberculosis Screening
- Proof of COVID-19 Vaccination
- N-95 Respirator Fit Testing
- Influenza Consent or Declination Form
- Hepatitis B & T-Dap
- MMR
- Varicella

☐ Other_____

I acknowledge that I have received the above applicable COUNTY policies and that I understand and agree to comply with the conditions specified therein.

_____ _____
Student's Name (Print) Date

_____
Student Signature

Introduced: 12/12/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the Student Placement Agreement with Boise State University for rotations of Boise State University's Acute Care Nurse Practitioner Program students at NMC, with no change to the agreement term of March 1, 2023 through February 28, 2026.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification and insurance provisions within the agreement, and to include "Certification" provision (Idaho Code Section 67-2359) which addresses Institution's compliance with pertaining law of its home state of Idaho.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the Student Placement Agreement with Boise State University for rotations of Boise State University's Acute Care Nurse Practitioner Program students at NMC, with no change to the agreement term of March 1, 2023 through February 28, 2026.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification and insurance provisions within the agreement, and to include "Certification" provision (Idaho Code Section 67-2359) which addresses Institution's compliance with pertaining law of its home state of Idaho.

SUMMARY/DISCUSSION:

NMC strives to offer the highest quality care and best outcomes to patients and their families. At same time, the organization promotes professional development and continuous skill acquisition among staff for the betterment of the community. One way we achieve this at NMC is to support clinical affiliation agreements with colleges and universities for specific clinical programs that suit the needs of the organization and the community. NMC would like to initiate an affiliation agreement with Boise State University for the Acute Care Nurse Practitioner Program. This program can benefit NMC in terms of talent acquisition following completion of clinical rotation to help fill vacant positions for Nurse Practitioners and other advance practice roles.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this Amendment No. 1 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions.

FINANCING:

There is no cost associated with this Student Placement Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

NMC is dedicated to the people of Monterey County to provide the best possible care to each patient. As a teaching hospital, it is essential to support professional development and upward career mobility through partnership with colleges and universities. Supporting the clinical affiliation with Boise State University may lead to a stronger workforce which strengthens economic development and growth opportunities within Monterey County. The Nurse Practitioner Program at Boise State University can yield qualified professional Acute Care Nurse Practitioners (NP), thereby strengthening the pool of medical professionals in the area, and further enhancing healthcare opportunities for Monterey County residents.

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

Prepared by: Maria Lourdes Escolta, Director of Nursing Education, 783-2851
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Student Placement Agreement with Boise State University Amendment No. 1
Student Placement Agreement with Boise State University

Attachments on file with the Clerk of the Board

Introduced: 12/12/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification and insurance provisions within the agreement, and to include "Certification" provision (Idaho Code Section 67-2359) which addresses Institution's compliance with pertaining law of its home state of Idaho.

SUMMARY/DISCUSSION:

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__ Economic Development
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X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Maria Lourdes Escolta, Director of Nursing Education, 783-2851
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Student Placement Agreement with Boise State University Amendment No. 1
Student Placement Agreement with Boise State University

Attachments on file with the Clerk of the Board

Charles R. Harris
Charles R. Harris, M.D., Chief Executive Officer

12/14/2023
Date

First Amendment to Student Placement Agreement
Between County of Monterey, on behalf of Natividad Medical Center
and Boise State University by and through its College of Health Sciences

The First Amendment amends that certain Student Placement Agreement between County of Monterey, on behalf of Natividad Medical Center and Boise State University entered into the 1st day of March, 2023 ("the Agreement"), as follows:

1. Section V INSURANCE is deleted and replaced with the following:

A. The County shall provide and maintain commercial general liability insurance in the minimum amount of $1,000,000 per occurrence and $3,000,000 general aggregate. County shall provide Institution with a Certificate of Insurance evidencing the required coverage prior to execution of this Agreement.

County shall further secure and maintain at all times during the term of this Agreement, at its sole expense, professional liability insurance covering County and its respective employees. Such coverage provided by County may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

B. Institution is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code section 6-902, as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code section 72-205. As such, Institution shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho Code section 6-924 (not less than $500,000). Institution's liability coverage shall cover the actions of Institution and its employees, agents, students, and faculty while acting in the course and scope of employment or as students of Institution in performing actions related to their Academic Practicums. Institution's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account, as provided under Idaho Code Section 6-919. In addition to the foregoing, Institution shall maintain, in the amount of $1,000,000 per occurrence and $5,000,000 in the aggregate, professional liability insurance for itself and those students participating in the Student Affiliation Program. Institution does not provide worker's compensation coverage for students and staff placed at the County. Institution shall provide County with a Certificate of Insurance evidencing the coverage prior to execution of this Agreement.

2. Section VI INDEMNIFICATION is deleted and replaced with the following:

Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

3. Section VIII GENERAL PROVISIONS is amended to add the following sections:

I. Certification. Institution is prohibited by state law from entering into certain contractual agreements. County hereby certifies that pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the People's Republic of China and will not for the duration of the Agreement be owned or operated by the People's Republic of China. The terms in this section defined in Idaho Code 67-2359 shall have the meanings defined therein.

All other terms and conditions remain as set forth in the Agreement.

This First Amendment is executed as of the date of the last party to sign below.

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER	BOISE STATE UNIVERSITY
By: _____	By: _____
Name: Charles Harris	Name: Joelle D. Powers_____
Title: CEO	Title: Senior Associate Dean, College of Health Sciences
Date: _____	Date:_____

APPROVED AS TO LEGAL PROVISIONS

By: _____

Date: _____

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STUDENT PLACEMENT AGREEMENT
BETWEEN
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER
AND
BOISE STATE UNIVERSITY

THIS AGREEMENT is made and entered into this **1 day of March, 2023** between **Boise State University** ("Institution") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "COUNTY").

A. Institution is committed to service in the community and applied learning experiences for students. This is accomplished both through field education and service learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of COUNTY is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. COUNTY and Institution recognize the opportunity for meaningful learning experiences for Institution, COUNTY and students. Institution supports the goals and objectives of the COUNTY program in which students will participate.

D. Health services provided and administered by COUNTY are governed by but not limited to: Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and Part 164 as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations; California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq.; Lanterman-Petris-Short Act [Welfare and Institutions Code Section 5000 et seq.]; California Code of Regulations, Title 22, § 51009; Confidential Nature of Records; Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq.

The parties agree as follows:

I. INSTITUTION'S RESPONSIBILITIES

A. Student Profile. Institution shall make available to COUNTY a field application student profile which shall include the student's name, address, telephone number, other pertinent information. COUNTY shall review student applications and select students for internship with COUNTY. Each student shall be responsible for submitting his or her student

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profile before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. Institution shall notify COUNTY designated staff of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with COUNTY's designee in planning the Program to be provided to students.

D. Records. Institution shall maintain all personnel records for its staff and all academic records for its students. COUNTY will ensure any records kept for student performance are sent to the Institution as proof of student accomplishments.

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F. Health Insurance. Institution shall ensure each student has his or her own health insurance if not provided by the Institution.

G. Student Responsibilities. Institution shall notify students in the program that they are responsible for:

1) Complying with COUNTY's clinical and administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement.

2) Arranging for his/her own transportation and living arrangements.

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by COUNTY; refer to Exhibit A for COUNTY training requirements.

4) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum

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experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by COUNTY that complies with applicable state and federal law as defined in Recital D of this Agreement and its implementing regulations.

c) COUNTY shall reasonably assist student in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

5) Complying with COUNTY's dress code and wearing name badges identifying themselves as Student Intern, if specified by COUNTY.

6) Insurance requirements. See Section V.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between COUNTY's representative and the Institution's Field Faculty representative and the student.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and COUNTY to evaluate the field experience program provided under this Agreement.

II. COUNTY RESPONSIBILITIES

A. Field Experience. At COUNTY's discretion, COUNTY shall accept from Institution the student and shall provide the student with a supervised field experience.

B. COUNTY Designee. COUNTY shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. COUNTY shall notify the Institution in advance of any change in COUNTY's personnel appointments that may affect the student field program.

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D. Records and Evaluations. COUNTY shall maintain complete records and reports on student's performance and provide an evaluation to Institution on forms the Institution shall provide.

E. Withdrawal of Students. COUNTY shall have the right to immediately terminate a student's placement/assignment if student who, in the judgment of COUNTY, is not participating satisfactorily or refuses to follow the COUNTY's administrative policies, procedures, rules and regulations, including but not limited to inappropriate behavior, dress and/or hygiene. COUNTY shall immediately notify the student and the Institution by telephone or in person. The student and representative(s) of the Institution may meet with COUNTY to determine whether the student will be reinstated in the internship assignment at COUNTY, and if so, upon terms and conditions determined by COUNTY to be appropriate.

F. Emergency Health Care/First Aid. COUNTY shall, on any day when a student is receiving training at its facilities, ensure student has access to emergency health care or first aid for accidents occurring in its facilities at Institution and/or student expense.

G. COUNTY's Confidentiality Policies. As trainees, students shall be considered members of COUNTY's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to COUNTY's policies respecting confidentiality of medical information (as defined in Recital D). If Institution suspects a breach of any of these policies, Institution must notify COUNTY immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages from the Institution.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF STUDENTS

Institution represents that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of Institution or of the COUNTY for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of COUNTY's "workforce" for purposes of Recital D compliance and COUNTY policies and procedures. If the student is a paid employee of COUNTY, the student will be covered under COUNTY's insurance policies, including Workers' Compensation, to the extent available to other employees.

V. INSURANCE

DocuSign Envelope ID: 59ED32C2-F808-426E-9AC9-1DC9AE6E4F10

The Institution and COUNTY mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and COUNTY may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

The Institution shall maintain or shall cause each student to maintain professional liability, public liability and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the trainee's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement.

In addition, Institution shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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.

The Institution shall provide commercial general liability and automobile liability Endorsement(s) naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Institution'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 COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Institution's insurance.

Student Automobile liability insurance, students who drive to/from any clinical work location, must provide proof of valid California driver's license for in-state students or other valid state driver's license for out-of-state students and proof of insurance.

Workers' Compensation Insurance, if Institution 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.

DocuSign Envelope ID: 59ED32C2-F808-426E-9AC9-1DC9AE6E4F10

Except for ten (10) days' notice of non-payment, the Institution and COUNTY will require thirty (30) days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

VI. INDEMNIFICATION.

The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "COUNTY"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Institution and/or its officers, agents, employees, students, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of COUNTY and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for COUNTY. The Institution shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until **February 28, 2026**.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon thirty (30) days' advance written notice by one party to the other.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of COUNTY's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

DocuSign Envelope ID: 59ED32C2-F808-426E-9AC9-1DC9AE6E4F10

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

Boise State University

Vi Maccarillo, Manager
Clinical Contracts/Scholarships
School of Nursing
1910 University Drive
Boise, ID 83725-1840
Phone 208-426-1767
vmaccari@boisestate.edu

Natividad Medical Center

ATT: Contracts Division
1441 Constitution Blvd.
Salinas, CA 93906
Fax: 831-757-2592

DocuSign Envelope ID: 59ED32C2-F808-426E-9AC9-1DC9AE6E4F10

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

BOISE STATE UNIVERSITY

DocuSigned by:
By: Dr. Joelle D. Powers
1EE0BE113C3B442...
Name: Dr. Joelle D. Powers
Title: Associate Dean
Date: 1/25/2023 | 7:21 AM PST

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
3/3/2023 | 2:11 PM PST

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4E1F837D204E484...
Name: Charles Harris
Title: CEO
Date: 3/20/2023 | 10:54 AM PDT

APPROVED AS TO LEGAL FORM:

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Deputy County Counsel
Date: 3/3/2023 | 10:12 AM PST

APPROVED AS TO RISK PROVISIONS:

By: _____
Risk Management

Date: _____

DocuSign Envelope ID: 59ED32C2-F808-426E-9AC9-1DC9AE6E4F10

Exhibit A

County of Monterey, on behalf of Natividad Medical Center
1441 Constitution Blvd. Salinas, CA 93906

ACKNOWLEDGEMENT FORM

The County of Monterey, on behalf of Natividad Medical Center policies listed below are checked to indicate their pertinence to this specific internship. COUNTY reserves the right to amend the policies below and add additional as needed. Acknowledged receipt is required prior to commencement of the internship.

☐ Drug-Free Workplace Policy

☐ HIV/AIDS Policy

☐ Asbestos Notification

☐ Discrimination and Sexual Harassment Policy

☐ Smoke-Free Policy

☐ Information Technology Appropriate Use Policy

☐ Confidentiality Acknowledgement (aka, Non-Disclosure Agreement)

☐ Compliance Handbook

☐

☐ Department of Justice (DOJ) Criminal Background Check

☐ Employee Health Requirements, such as:

- Tuberculosis Screening
- Proof of COVID-19 Vaccination
- N-95 Respirator Fit Testing
- Influenza Consent or Declination Form
- Hepatitis B & T-Dap
- MMR
- Varicella

☐ Other_____

I acknowledge that I have received the above applicable COUNTY policies and that I understand and agree to comply with the conditions specified therein.

_____ _____
Student's Name (Print) Date

_____
Student Signature

Introduced: 12/12/2023 **Current Status:** Passed

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

Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to adjust the salary ranges of the Pharmacy Technician and Senior Pharmacy Technician classifications as indicated in Attachment A effective January 13, 2024; and
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors consider adopting a Resolution to:

a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to adjust the salary ranges of the Pharmacy Technician and Senior Pharmacy Technician classifications as indicated in Attachment A effective January 13, 2024; and
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.

SUMMARY/DISCUSSION:

A base wage compensation study of the Pharmacy Technician classification series was requested by Natividad Medical Center (NMC) administrative staff. The reasons cited for the request were recruitment difficulties and to check for salary alignment with the County's comparable agencies identified in the County's Compensation Philosophy updated in January 2023.

The base wage analysis of the County's comparable agencies found that based on the duties performed, the Pharmacy Technician classification was matched to five (5) of the six (6) hospital comparable agencies: Alameda Health System, Contra Costa Regional Medical Center, Salinas Valley Health, San Mateo Medical Center, and Santa Clara Valley Medical Center. After a thorough review and analysis of available data, no comparable matches were identified at Hazel Hawkins. The Pharmacy Technician classification is approximately 10.78% below the salary mean of the comparable agency's classifications.

To promote the County as the employer of choice, the goal is to provide labor market competitive wages by setting base wages within five percent (5% = - 4.495% with rounding) of the average of the agencies identified. The County's philosophy is to maintain a competitive compensation package that attracts and retains the highest quality candidates and employees to serve the community while maintaining sound fiscal standards.

Therefore, in accordance with the County's Compensation Philosophy, the base wage salary of the Pharmacy Technician classification would need to be increased by approximately 10.78% at top step in order to align with the labor market average. Furthermore, the base salary of the Senior Pharmacy Technician classification would need to be increased by approximately 10.78% at top step in order to maintain the current spread of the series.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department concurs with the recommendations. Service Employees International Union (SEIU) Local 521 has been notified of the recommendations.

FINANCING:
The salary and benefits increased costs for the current positions (14.4 FTE filled, 1.7 vacant) budgeted for the remainder of Fiscal Year 2023-24 is approximately $64,267 and then $112,230 annually thereafter. The funding for personnel costs is provided by NMC's enterprise fund comprised of patient services revenues received from commercial insurance, state, and federal government agencies. This action does not impact the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Jennifer Lusk, Senior Personnel Analyst, (831) 783-2764
Approved by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553

Attachments:
Attachment A
Resolution

Introduced: 12/12/2023 **Current Status:** Agenda Ready

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

Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to adjust the salary ranges of the Pharmacy Technician and Senior Pharmacy Technician classifications as indicated in Attachment A effective January 13, 2024; and
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors consider adopting a Resolution to:

a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to adjust the salary ranges of the Pharmacy Technician and Senior Pharmacy Technician classifications as indicated in Attachment A effective January 13, 2024; and
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SUMMARY/DISCUSSION:

A base wage compensation study of the Pharmacy Technician classification series was requested by Natividad Medical Center (NMC) administrative staff. The reasons cited for the request were recruitment difficulties and to check for salary alignment with the County's comparable agencies identified in the County's Compensation Philosophy updated in January 2023.

The base wage analysis of the County's comparable agencies found that based on the duties performed, the Pharmacy Technician classification was matched to five (5) of the six (6) hospital comparable agencies: Alameda Health System, Contra Costa Regional Medical Center, Salinas Valley Health, San Mateo Medical Center, and Santa Clara Valley Medical Center. After a thorough review and analysis of available data, no comparable matches were identified at Hazel Hawkins. The Pharmacy Technician classification is approximately 10.78% below the salary mean of the comparable agency's classifications.

To promote the County as the employer of choice, the goal is to provide labor market competitive wages by setting base wages within five percent (5% = - 4.495% with rounding) of the average of the agencies identified. The County's philosophy is to maintain a competitive compensation package that attracts and retains the highest quality candidates and employees to serve the community while maintaining sound fiscal standards.

Therefore, in accordance with the County's Compensation Philosophy, the base wage salary of the Pharmacy Technician classification would need to be increased by approximately 10.78% at top step in order to align with the labor market average. Furthermore, the base salary of the Senior Pharmacy Technician classification would need to be increased by approximately 10.78% at top step in order to maintain the current spread of the series.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department concurs with the recommendations. Service Employees International Union (SEIU) Local 521 has been notified of the recommendations.

FINANCING:
The salary and benefits increased costs for the current positions (14.4 FTE filled, 1.7 vacant) budgeted for the remainder of Fiscal Year 2023-24 is approximately $64,267 and then $112,230 annually thereafter. The funding for personnel costs is provided by NMC's enterprise fund comprised of patient services revenues received from commercial insurance, state, and federal government agencies. This action does not impact the General Fund.

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__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Jennifer Lusk, Senior Personnel Analyst, (831) 783-2764
Approved by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553

Attachments:
Attachment A
Resolution

Charles R. Harris
Charles R. Harris, M.D., Chief Executive Officer

12/19/2023
Date

ATTACHMENT A

Adjust the base wage salary ranges as indicated below effective January 13, 2024:

Classification Title: Pharmacy Technician Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$28.501	$30.069	$31.723	$33.467	$35.308	$37.073	$38.927	50U18	14	T	9043	H	Non-exempt
$2,280.11	$2,405.51	$2,537.81	$2,677.38	$2,824.63	$2,965.86	$3,114.15						
$4,940	$5,212	$5,499	$5,801	$6,120	$6,426	$6,747						

*provided for information purposes only

Classification Title: Senior Pharmacy Technician Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$30.998	$32.703	$34.501	$36.399	$38.401	$40.321	$42.337	50U28	14	T	9043	H	Non-exempt
$2,479.84	$2,616.23	$2,760.11	$2,911.91	$3,072.06	$3,225.66	$3,386.94						
$5,373	$5,668	$5,980	$6,309	$6,656	$6,989	$7,338						

*provided for information purposes only

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

Resolution No.: PPPR Control No. 24-004)
HRM Control No. 24-004)
)
Adopt a Resolution to:)
a) Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to adjust the salary ranges of the Pharmacy Technician and Senior Pharmacy Technician classifications as indicated in Attachment A effective January 13, 2024; and;)
b) Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.)

WHEREAS, Natividad Medical Center (NMC) administration staff requested a base wage compensation study of the Pharmacy Technician classification series; and

WHEREAS, NMC conducted a base wage compensation study of the Pharmacy Technician classification which determined Pharmacy Technician is approximately 10.78% below the mean of the County's comparable agencies and it is recommended to adjust the base wage salary of Pharmacy Technician by the approximate percentage identified at top step; and

WHEREAS, NMC further recommends adjusting the base wage salary of Senior Pharmacy Technician by approximately 10.78% at top step in order to maintain the spread of the series; and

WHEREAS, to implement the recommendations, the actions require the Personnel Policies and Practices Resolution No. 98- 394 Appendix A to be amended; NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A is amended to adjust the salary ranges of the Pharmacy Technician and Senior Pharmacy Technician classifications as indicated below effective January 13, 2024:

Classification Title: Pharmacy Technician												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$28.501	$30.069	$31.723	$33.467	$35.308	$37.073	$38.927	50U18	14	T	9043	H	Non-exempt
$2,280.11	$2,405.51	$2,537.81	$2,677.38	$2,824.63	$2,965.86	$3,114.15						
$4,940	$5,212	$5,499	$5,801	$6,120	$6,426	$6,747						

*provided for information purposes only

Classification Title: Senior Pharmacy Technician												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$30.998	$32.703	$34.501	$36.399	$38.401	$40.321	$42.337	50U28	14	T	9043	H	Non-exempt
$2,479.84	$2,616.23	$2,760.11	$2,911.91	$3,072.06	$3,225.66	$3,386.94						
$5,373	$5,668	$5,980	$6,309	$6,656	$6,989	$7,338						

*provided for information purposes only

2. The Human Resources Department is directed to implement the changes in the Advantage Human Resources Management System.

PASSED AND ADOPTED on 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 _____.

Dated:

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

By _____
, Deputy

Introduced: 12/12/2023
Version: 1

Current Status: Passed
Matter Type: BoS Resolution

Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendices A and B to retitle the classification of Quality/Compliance Administrator to Hospital Quality Director and adjust the salary range as indicated in Attachment A effective January 13, 2024; and
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors consider adopting a Resolution to:

a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendices A and B to retitle the classification of Quality/Compliance Administrator to Hospital Quality Director and adjust the salary range as indicated in Attachment A effective January 13, 2024; and
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SUMMARY/DISCUSSION:

A base wage compensation study of the Quality/Compliance Administrator classification was requested by Natividad Medical Center (NMC) administrative staff. The reasons cited for the request were recruitment difficulties and to check for salary alignment with the hospital comparable agencies identified in the County's Compensation Philosophy updated in January 2023.

The base wage analysis of the County's hospital comparable agencies found that based on the duties performed, the Quality/Compliance Administrator classification was matched to two (2) of the six (6) hospital comparable agencies: Alameda Health System and Contra Costa Regional Medical Center. After a thorough review and analysis of available data, no comparable matches were identified at Hazel Hawkins, Salinas Valley Health, Santa Clara Valley Medical Center and San Mateo Medical Center. In accordance with the compensation philosophy as it applies to hospital specific classifications, since there were only two classification matches from the comparable agencies, the maximum average salary of the Bay Area Region of the Allied for Health compensation report was included in the calculation of the market based average salary to establish the third match. The Quality/Compliance Administrator classification is approximately 13.21% below the salary mean of the comparable agency's classifications.

To promote the County as the employer of choice, the goal is to provide labor market competitive

wages by setting base wages within five percent (5% = - 4.495% with rounding) of the average of the agencies identified. The County's philosophy is to maintain a competitive compensation package that attracts and retains the highest quality candidates and employees to serve the community while maintaining sound fiscal standards.

Therefore, in accordance with the County's Compensation Philosophy, the base wage salary of the Quality/Compliance Administrator classification would need to be adjusted by approximately 13.21% at top step in order to align with the labor market average.
It is further recommended that the classification be retitled from Quality/Compliance Administrator to Hospital Quality Director to be more reflective of the various functions of quality that fall under the oversight of this position.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department concurs with the recommendations. County Employee Management Association (CEMA) has been notified of the recommendations.

FINANCING:
The salary and benefits increased costs for the current positions (1.0 FTE filled) budgeted for the remainder of Fiscal Year 2023-24 is approximately $5,267 and then $10,534 annually thereafter. The funding for personnel costs is provided by NMC's enterprise fund comprised of patient services revenues received from commercial insurance, state, and federal government agencies. This action does not impact the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Jennifer Lusk, Senior Personnel Analyst, (831) 783-2764
Approved by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553

Attachments:
Attachment A
Resolution

Introduced: 12/12/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendices A and B to retitle the classification of Quality/Compliance Administrator to Hospital Quality Director and adjust the salary range as indicated in Attachment A effective January 13, 2024; and
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..Report

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It is further recommended that the classification be retitled from Quality/Compliance Administrator to Hospital Quality Director to be more reflective of the various functions of quality that fall under the oversight of this position.

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__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Jennifer Lusk, Senior Personnel Analyst, (831) 783-2764
Approved by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553

Attachments:
Attachment A
Resolution

Charles R. Harris
Charles R. Harris, M.D., Chief Executive Officer

12/20/2023
Date

ATTACHMENT A

Retitle Quality/Compliance Administrator to Hospital Quality Director and adjust the base wage salary range as indicated below effective January 13, 2023:

Classification Title: Hospital Quality Director												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$86.583	$91.345	$96.368	$101.668	$107.260	$112.623	$118.254						
$6,926.63	$7,307.57	$7,709.47	$8,133.46	$8,580.78	$9,009.82	$9,460.31	50P30	2	OA	9043	X	Exempt
$15,008	$15,833	$16,704	$17,623	$18,592	$19,521	$20,497						

*provided for information purposes only

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

Resolution No.: PPPR Control No. 24-003)
HRM Control No. 24-003)
)
Adopt a Resolution to:)
a) Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to retitle the classification of Quality/Compliance Administrator to Hospital Quality Director and adjust the base wage salary ranges as indicated below effective January 13, 2024; and)
b) Direct the Human Resources Department to implement the changes in the Advantage HRM System.)

WHEREAS, Natividad Medical Center (NMC) administration staff requested a base wage compensation study of the Quality/Compliance Administrator classification; and

WHEREAS, NMC conducted a base wage compensation study of the Quality/Compliance Administrator classification which found that it is approximately 13.21% below the mean of the County's comparable agencies and it is recommended to adjust the base wage salary of the Quality/Compliance Administrator by the approximate percentage identified at top step; and

WHEREAS, it is recommended to retitle the classification from Quality/Compliance Administrator to Hospital Quality Director so that it reflects the current oversight of the classification; and

WHEREAS, to implement the recommendations, the actions require the Personnel Policies and Practices Resolution No. 98- 394 Appendices A and B to be amended; NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B are amended to retitle the classification of Quality/Compliance Administrator to Hospital Quality Director and adjust the base wage salary range as indicated below effective January 13, 2024:

Classification Title: Hospital Quality Director												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$86.583	$91.345	$96.368	$101.668	$107.260	$112.623	$118.254	50P30	2	OA	9043	X	Exempt
$6,926.63	$7,307.57	$7,709.47	$8,133.46	$8,580.78	$9,009.82	$9,460.31						
$15,008	$15,833	$16,704	$17,623	$18,592	$19,521	$20,497						

*provided for information purposes only

2. The Human Resources Department is directed to implement the changes in the Advantage Human Resources Management System.

PASSED AND ADOPTED on 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 _____.

Dated:

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

By _____
, Deputy

Introduced: 12/13/2023
Version: 1
Current Status: Passed
Matter Type: BoS Resolution

Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician with the salary ranges as indicated in Attachment A effective January 13, 2024;
b. Amend the FY 2023-24 Natividad Medical Center Adopted Budget (Fund 451-Dept. 9600-Unit 8333-Appropriation Unit NMC001) to reallocate seven (7) Central Sterile Technician positions to seven (7) Certified Sterile Processing Technician positions and one (1) Senior Central Sterile Technician position to one (1) Senior Certified Sterile Processing Technician position as indicated in Attachment A effective January 13, 2024;
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:

Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician with the salary ranges as indicated in Attachment A effective January 13, 2024;
b. Amend the FY 2023-24 Natividad Medical Center Adopted Budget (Fund 451-Dept. 9600-Unit 8333-Appropriation Unit NMC001) to reallocate seven (7) Central Sterile Technician positions to seven (7) Certified Sterile Processing Technician positions and one (1) Senior Central Sterile Technician position to one (1) Senior Certified Sterile Processing Technician position as indicated in Attachment A effective January 13, 2024;
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.

SUMMARY/DISCUSSION:
Natividad Medical Center (NMC) completed a classification and base wage compensation study of the Central Sterile Technician classification series that is responsible for cleaning, sterilizing, storing and distributing supplies and equipment used for patient care throughout the hospital. The objective of the study was to determine if there was enough market data available to support the creation of a certified version of the classification with a unique salary range, and if not, to recommend base wage salary changes to the existing non-certified classification aligned with available market data.

The classification study found that sufficient market data was available to support the creation of Central Sterile Technician classifications that possess and maintain either Certified Sterile Processing and Distribution Technician certification from the Certification Board for Sterile Processing and Distribution or Certified Registered Central Service Technician certification from the Healthcare Sterile Processing Association. As such, it is determined that there is a need to create the new classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician. Approval was sought for a Garza Consent Decree waiver and temporarily granted with stipulations from the Civil Rights Office (CRO) to create these classifications and require certifications that are the hospital industry standard at our comparable agencies. NMC will monitor the effects of the creation of and subsequent hiring into these classifications on the diversity of the department and report as required on an annual basis to the CRO.

To establish the salaries for the new classification, NMC completed a base wage compensation study and found that the job duties, responsibilities and certifications of the Certified Sterile Processing Technician position were matched to three (3) of the six (6) hospital comparable agencies: Hazel Hawkins Hospital, Santa Clara Valley Medical Center and San Mateo Medical Center. After a thorough review and analysis of available data, no comparable matches were identified at Contra Costa Medical Center, Alameda Health System and Salinas Valley Health. The base wage compensation survey mean at top monthly step is approximately $6,106.

The County Compensation Philosophy requires a minimum of three (3) benchmark classification matches with our comparable agencies in order to provide sufficient data for analyzing and determining a base wage comparison. As a result, there is sufficient data to help support creating the new journey level classification of Certified Sterile Processing Technician with a top monthly salary of approximately $6,106. Furthermore, it is recommended that a lead level classification of Senior Certified Sterile Processing Technician also be created with a salary set using the existing spread between the non-certified journey- and lead-level classifications which is currently 15% or a top monthly salary of approximately $7,021.

NMC is seeking consideration from the Board of Supervisors to adopt a Resolution to create the new classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician with the respective salaries and reallocate seven (7) filled Central Sterile Technician positions to seven (7) Certified Sterile Processing Technician positions and one (1) filled Senior Central Sterile Technician position to one (1) Senior Certified Sterile Processing Technician position.

OTHER AGENCY INVOLVEMENT:
The Monterey County Human Resources Department, and Monterey County Office of County Counsel have reviewed this recommendation. In addition, the Service Employees International Union (SEIU) Local 521 has been provided notice of these recommendations.

FINANCING:
The salary and benefits increased costs for the current positions (6.8 FTE filled) budgeted for the remainder of Fiscal Year 2023-24 is approximately $13,450 or $24,978 annually. The funding for personnel costs is provided by NMC’s enterprise fund comprised of patient services revenues

received from commercial insurance, state, and federal government agencies. This action does not impact the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Approved by: Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553

Attachments:
Attachment A
Resolution

County of Monterey

Board Report

Legistar File Number: RES 23-242

Item No.

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

January 09, 2024

Introduced: 12/13/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician with the salary ranges as indicated in Attachment A effective January 13, 2024;
b. Amend the FY 2023-24 Natividad Medical Center Adopted Budget (Fund 451-Dept. 9600-Unit 8333-Appropriation Unit NMC001) to reallocate seven (7) Central Sterile Technician positions to seven (7) Certified Sterile Processing Technician positions and one (1) Senior Central Sterile Technician position to one (1) Senior Certified Sterile Processing Technician position as indicated in Attachment A effective January 13, 2024;
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:

Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician with the salary ranges as indicated in Attachment A effective January 13, 2024;
b. Amend the FY 2023-24 Natividad Medical Center Adopted Budget (Fund 451-Dept. 9600-Unit 8333-Appropriation Unit NMC001) to reallocate seven (7) Central Sterile Technician positions to seven (7) Certified Sterile Processing Technician positions and one (1) Senior Central Sterile Technician position to one (1) Senior Certified Sterile Processing Technician position as indicated in Attachment A effective January 13, 2024;
c. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.

SUMMARY/DISCUSSION:
Natividad Medical Center (NMC) completed a classification and base wage compensation study of the Central Sterile Technician classification series that is responsible for cleaning, sterilizing, storing and distributing supplies and equipment used for patient care throughout the hospital. The objective of the study was to determine if there was enough market data available to support the creation of a certified version of the classification with a unique salary range, and if not, to recommend base wage salary changes to the existing non-certified classification aligned with available market data.

The classification study found that sufficient market data was available to support the creation of Central Sterile Technician classifications that possess and maintain either Certified Sterile Processing and Distribution Technician certification from the Certification Board for Sterile Processing and Distribution or Certified Registered Central Service Technician certification from the Healthcare Sterile Processing Association. As such, it is determined that there is a need to create the new classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician. Approval was sought for a Garza Consent Decree waiver and temporarily granted with stipulations from the Civil Rights Office (CRO) to create these classifications and require certifications that are the hospital industry standard at our comparable agencies. NMC will monitor the effects of the creation of and subsequent hiring into these classifications on the diversity of the department and report as required on an annual basis to the CRO.

To establish the salaries for the new classification, NMC completed a base wage compensation study and found that the job duties, responsibilities and certifications of the Certified Sterile Processing Technician position were matched to three (3) of the six (6) hospital comparable agencies: Hazel Hawkins Hospital, Santa Clara Valley Medical Center and San Mateo Medical Center. After a thorough review and analysis of available data, no comparable matches were identified at Contra Costa Medical Center, Alameda Health System and Salinas Valley Health. The base wage compensation survey mean at top monthly step is approximately $6,106.

The County Compensation Philosophy requires a minimum of three (3) benchmark classification matches with our comparable agencies in order to provide sufficient data for analyzing and determining a base wage comparison. As a result, there is sufficient data to help support creating the new journey level classification of Certified Sterile Processing Technician with a top monthly salary of approximately $6,106. Furthermore, it is recommended that a lead level classification of Senior Certified Sterile Processing Technician also be created with a salary set using the existing spread between the non-certified journey- and lead-level classifications which is currently 15% or a top monthly salary of approximately $7,021.

NMC is seeking consideration from the Board of Supervisors to adopt a Resolution to create the new classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician with the respective salaries and reallocate seven (7) filled Central Sterile Technician positions to seven (7) Certified Sterile Processing Technician positions and one (1) filled Senior Central Sterile Technician position to one (1) Senior Certified Sterile Processing Technician position.

OTHER AGENCY INVOLVEMENT:
The Monterey County Human Resources Department, and Monterey County Office of County Counsel have reviewed this recommendation. In addition, the Service Employees International Union (SEIU) Local 521 has been provided notice of these recommendations.

FINANCING:
The salary and benefits increased costs for the current positions (6.8 FTE filled) budgeted for the remainder of Fiscal Year 2023-24 is approximately $13,450 or $24,978 annually. The funding for personnel costs is provided by NMC’s enterprise fund comprised of patient services revenues

received from commercial insurance, state, and federal government agencies. This action does not impact the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Approved by: Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553

Attachments:
Attachment A
Resolution

Charles R. Harris
Charles R. Harris, M.D., Chief Executive Officer

12/20/2023
Date

ATTACHMENT A

Create classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician with the salary ranges as indicated below effective January 13, 2024:

Classification Title: Certified Sterile Processing Technician Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$25.792	$27.211	$28.707	$30.286	$31.952	$33.550	$35.227	50U45	13	T	9043	H	Non-exempt
$2,063.39	$2,176.87	$2,296.60	$2,422.90	$2,556.15	$2,683.96	$2,818.16						
$4,471	$4,717	$4,976	$5,250	$5,538	$5,815	$6,106						

*provided for information purposes only

Classification Title: Senior Certified Sterile Processing Technician Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$29.658	$31.289	$33.009	$34.825	$36.740	$38.577	$40.506	50U46	13	T	9043	H	Non-exempt
$2,372.61	$2,503.09	$2,640.76	$2,785.99	$2,939.21	$3,086.17	$3,240.48						
$5,141	$5,423	$5,722	$6,036	$6,368	$6,687	$7,021						

*provided for information purposes only

Reallocate seven (7) positions from Central Sterile Technician to Certified Sterile Processing Technician and one (1) position from Senior Central Sterile Technician to Senior Certified Sterile Processing Technician
Central Sterile Department
Budget Unit 9600-8333 – Fund 451 – Appropriation Unit NMC001

Class Code	Position Title	Position Number	Position Increase/ (Decrease)	Revised Total FTE by Title
50U43	Central Sterile Technician	0001 0002 0004 0005 0006 0007 0008	(5.8)	0
50U45	Certified Sterile Processing Technician	0001 0002 0003 0004 0005 0006 0007	5.8	5.8
50U44	Senior Central Sterile Technician	0001	(1.0)	0
50U46	Senior Certified Sterile Processing Technician	0001	1.0	1.0

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

Resolution No.: PPPR Control No. 24-006)
HRM Control No. 24-006)
)
Adopt a Resolution to:)
a) Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician with the salary ranges as indicated below effective January 13, 2024;)
b) Amend the FY 2023-24 Natividad Medical Center Adopted Budget (Fund 451-Dept. 9600-Unit 8333-Appropriation Unit NMC001) to reallocate seven (7) Central Sterile Technician positions to seven (7) Certified Sterile Processing Technician positions and one (1) Senior Central Sterile Technician position to one (1) Senior Certified Sterile Processing Technician position as indicated below effective January 13, 2024;)
c) Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management System.)

WHEREAS, Natividad Medical Center (NMC) administration staff recently conducted a classification study to determine if there is sufficient market data to help support the creation of a certified Central Sterile Technician classification; and

WHEREAS, the study found that there was sufficient market data available to support the creation of a certified series to include the Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician classifications; and

WHEREAS, to establish a salary for the new classification series, NMC completed an external base wage compensation analysis and found there were three (3) matches within the County's six (6) hospital comparable agencies and it is recommended to establish the salary of the Senior Certified Sterile Processing Technician classification using the existing spread between the non-certified journey- and lead-level classifications which is currently 15%; and

WHEREAS, NMC recommends the reallocation of the Central Sterile Technician positions to Certified Sterile Processing Technician and the Senior Central Sterile Technician position to Senior Certified Sterile Processing Technician; NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B are amended to create the classifications of Certified Sterile Processing Technician and Senior Certified Sterile Processing Technician as indicated below effective January 13, 2024:

Classification Title: Certified Sterile Processing Technician												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$25.792	$27.211	$28.707	$30.286	$31.952	$33.550	$35.227	50U45	13	T	9043	H	Non-exempt
$2,063.39	$2,176.87	$2,296.60	$2,422.90	$2,556.15	$2,683.96	$2,818.16						
$4,471	$4,717	$4,976	$5,250	$5,538	$5,815	$6,106						

*provided for information purposes only

Classification Title: Senior Certified Sterile Processing Technician												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$29.658	$31.289	$33.009	$34.825	$36.740	$38.577	$40.506	50U46	13	T	9043	H	Non-exempt
$2,372.61	$2,503.09	$2,640.76	$2,785.99	$2,939.21	$3,086.17	$3,240.48						
$5,141	$5,423	$5,722	$6,036	$6,368	$6,687	$7,021						

*provided for information purposes only

2. The FY 2023-24 Natividad Medical Center Adopted Budget (Fund 451-Dept. 9600-Unit 8333-Appropriation Unit NMC001) is amended to reallocate seven (7) Central Sterile Technician positions to seven (7) Certified Sterile Processing Technician positions and one (1) Senior Central Sterile Technician position to one (1) Senior Certified Sterile Processing Technician position as indicated below effective January 13, 2024:

Class Code	**Position Title**	**Position Number**	**Position Increase/ (Decrease)**	**Revised Total FTE by Title**
50U43	Central Sterile Technician	0001 0002 0004 0005 0006 0007 0008	(5.8)	0
50U45	Certified Sterile Processing Technician	0001 0002 0003 0004 0005 0006 0007	5.8	5.8
50U44	Senior Central Sterile Technician	0001	(1.0)	0
50U46	Senior Certified Sterile Processing Technician	0001	1.0	1.0

3. The Human Resources Department is directed to implement the changes in the Advantage Human Resources Management System.

PASSED AND ADOPTED on 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 _____.

Dated:

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

By _____
, Deputy

Introduced: 12/11/2023
Version: 1

Current Status: Passed
Matter Type: General Agenda Item

a. Ratify the execution by the Director of Health Services or designee of a Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 1") and an updated Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 2”) authorizing the participation by the County of Monterey in the Technical Assistance Marketplace (“TA Marketplace”) of the California Department of Health Care Services (“DHCS”) California Advancing and Innovating Medi-Cal (“CalAIM”) Initiative, enabling the County of Monterey Health Department ("CMHD") to provide CalAIM TA Marketplace services to DHCS-approved community-based organizations, government agencies, and other entities for a retroactive term of March 15, 2023, through June 30, 2027; and
b. Approve Director of Health Services’ recommendation to accept non-standard provisions in Acknowledgements 1 and 2.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Ratify the execution by the Director of Health Services or designee of a Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 1") and an updated Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 2”) authorizing the participation by the County of Monterey in the Technical Assistance Marketplace (“TA Marketplace”) of the California Department of Health Care Services (“DHCS”) California Advancing and Innovating Medi-Cal (“CalAIM”) Initiative, enabling the County of Monterey Health Department ("CMHD") to provide CalAIM TA Marketplace services to DHCS-approved community-based organizations, government agencies, and other entities for a retroactive term of March 15, 2023, through June 30, 2027; and
b. Approve Director of Health Services’ recommendation to accept non-standard provisions in Acknowledgements 1 and 2.

SUMMARY/DISCUSSION:
County of Monterey Health Department (CMHD) has been approved by the California Department of Health Care Services (DHCS) to serve as a Technical Assistance (TA) Marketplace Vendor under the CalAIM, California Providing Access and Transforming Health (PATH) Initiative. CMHD's Planning, Evaluation, and Policy (PEP) unit will provide TA services to DHCS-approved recipients, including community-based organizations, government agencies, and other entities providing CalAIM Enhanced Care Management (ECM) and Community Supports (CS) services to individuals receiving Medi-Cal. The TA services being offered will include Engaging in CalAIM, Promoting Health Equity, Supporting Cross-Sector Partnerships and Workforce Development.

DHCS has designated the Public Consulting Group, LCC (PCG) as a third-party administrator (TPA) to administer the TA Marketplace Program and communicate with CMHD regarding program administration. DHCS will provide funding to the TA Marketplace TPA for distribution to CMHD with a retroactive start date of March 15, 2023, through June 30, 2027.

The TPA will administer the TA Marketplace website and the application process for qualified recipients. Once a recipient receives DHCS approval for services, the recipient will select a TA Marketplace service provider, such as the CMHD PEP unit. The recipient will then select for the TA projects to be "Off the Shelf" or "Hands-on."

"Off the Shelf" TA projects are ready to go TA projects packaged for convenient, efficient delivery. Off the Shelf projects will typically be more standardized resources like trainings, well-defined program models or data tools, or best practices guides that are relevant in a variety of settings with little to no customization. CMHD PEP unit will develop Off the Shelf TA projects on an ongoing basis based on the trending demand. Off the Shelf TA projects will vary in cost from $3,000-$15,000 depending on amount of work hours and level of required staff expertise.

"Hands-On" TA projects are customized TA projects tailored to the unique needs of the TA recipient. Hands-on projects will require CMHD PEP staff to work with the TA recipients to develop a unique scope of work (SOW) and budget to describe the project and corresponding deliverables. Hands On TA projects will vary in cost based on project type and amount of work hours. CMHD 2022-23 fee schedule will apply with adjustments based on annual assessment.

RESEARCH, EVALUATION, INFORMATION TECHNOLOGY FEE:

CATEGORY/SERVICE DESCRIPTION	*FEE*	*PER*
1. Grant proposal development and preparation	130.00	Hour
2. Contract or agreement preparation	142.00	Hour
3. Policy development, draft policy language and technical assistance	146.00	Hour
4. Research, Evaluation, and Assessment	129.00	Hour
5. Publication, report development, review (data and fact checking)	129.00	Hour
6. Data collection, extraction, statistical analysis, interpretation- **basic**	114.00	Hour
7. Data collection, extraction, statistical analysis, interpretation- **advanced**	118.00	Hour
8. Spatial analysis and/or mapping	124.00	Each
9. Database cleaning and management	127.00	Each

CMHD PEP will submit completed Hands-on projects SOW with budget to DHCS through the TPA for approval, and changes to the SOW may only be made through a written amendment approved by all parties.

CMHD PEP will be compensated pursuant to the budget and payment terms contained in each DHCS-approved SOW. DHCS, through the TPA, will compensate CMHD PEP via direct deposit provided all agreed-upon information forms and documentation are provided.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
There will be no impact to the General Fund from approval of this item. The associated appropriations and revenues are included in the Health Administration (001-4000-8438-HEA014) Fiscal Year (FY) 2022-23 Adopted Budget and in the FY 2023-24 Requested 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: Patricia Alcocer, Management Analyst II, 320-3298

Approved by:

_____Date:_____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Acknowledgment of TA Marketplace Terms and Conditions
Updated Acknowledgement of TA Marketplace Terms and Conditions

DocuSign Envelope ID: 8B6209CC-A5A5-4349-8952-EEBB0E8E8336

Introduced: 12/11/2023
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Ratify the execution by the Director of Health Services or designee of a Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 1") and an updated Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 2”) authorizing the participation by the County of Monterey in the Technical Assistance Marketplace (“TA Marketplace”) of the California Department of Health Care Services (“DHCS”) California Advancing and Innovating Medi-Cal (“CalAIM”) Initiative, enabling the County of Monterey Health Department ("CMHD") to provide CalAIM TA Marketplace services to DHCS-approved community-based organizations, government agencies, and other entities for a retroactive term of March 15, 2023, through June 30, 2027; and
b. Approve Director of Health Services’ recommendation to accept non-standard provisions in Acknowledgements 1 and 2.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Ratify the execution by the Director of Health Services or designee of a Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 1") and an updated Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 2”) authorizing the participation by the County of Monterey in the Technical Assistance Marketplace (“TA Marketplace”) of the California Department of Health Care Services (“DHCS”) California Advancing and Innovating Medi-Cal (“CalAIM”) Initiative, enabling the County of Monterey Health Department ("CMHD") to provide CalAIM TA Marketplace services to DHCS-approved community-based organizations, government agencies, and other entities for a retroactive term of March 15, 2023, through June 30, 2027; and
b. Approve Director of Health Services’ recommendation to accept non-standard provisions in Acknowledgements 1 and 2.

SUMMARY/DISCUSSION:
County of Monterey Health Department (CMHD) has been approved by the California Department of Health Care Services (DHCS) to serve as a Technical Assistance (TA) Marketplace Vendor under the CalAIM, California Providing Access and Transforming Health (PATH) Initiative. CMHD's Planning, Evaluation, and Policy (PEP) unit will provide TA services to DHCS-approved recipients, including community-based organizations, government agencies, and other entities providing CalAIM Enhanced Care Management (ECM) and Community Supports (CS) services to individuals receiving Medi-Cal. The TA services being offered will include Engaging in CalAIM, Promoting Health Equity, Supporting Cross-Sector Partnerships and Workforce Development.

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DHCS has designated the Public Consulting Group, LCC (PCG) as a third-party administrator (TPA) to administer the TA Marketplace Program and communicate with CMHD regarding program administration. DHCS will provide funding to the TA Marketplace TPA for distribution to CMHD with a retroactive start date of March 15, 2023, through June 30, 2027.

The TPA will administer the TA Marketplace website and the application process for qualified recipients. Once a recipient receives DHCS approval for services, the recipient will select a TA Marketplace service provider, such as the CMHD PEP unit. The recipient will then select for the TA projects to be "Off the Shelf" or "Hands-on."

"Off the Shelf" TA projects are ready to go TA projects packaged for convenient, efficient delivery. Off the Shelf projects will typically be more standardized resources like trainings, well-defined program models or data tools, or best practices guides that are relevant in a variety of settings with little to no customization. CMHD PEP unit will develop Off the Shelf TA projects on an ongoing basis based on the trending demand. Off the Shelf TA projects will vary in cost from $3,000-$15,000 depending on amount of work hours and level of required staff expertise.

"Hands-On" TA projects are customized TA projects tailored to the unique needs of the TA recipient. Hands-on projects will require CMHD PEP staff to work with the TA recipients to develop a unique scope of work (SOW) and budget to describe the project and corresponding deliverables. Hands On TA projects will vary in cost based on project type and amount of work hours. CMHD 2022-23 fee schedule will apply with adjustments based on annual assessment.

RESEARCH, EVALUATION, INFORMATION TECHNOLOGY FEE:

CATEGORY/SERVICE DESCRIPTION	*FEE*	*PER*
1. Grant proposal development and preparation……	130.00	Hour
2. Contract or agreement preparation ……	142.00	Hour
3. Policy development, draft policy language and technical assistance……..	146.00	Hour
4. Research, Evaluation, and Assessment……...	129.00	Hour
5. Publication, report development, review (data and fact checking)……...	129.00	Hour
6. Data collection, extraction, statistical analysis, interpretation- **basic**…….	114.00	Hour
7. Data collection, extraction, statistical analysis, interpretation- **advanced**…….	118.00	Hour
8. Spatial analysis and/or mapping……...	124.00	Each
9. Database cleaning and management……	127.00	Each

CMHD PEP will submit completed Hands-on projects SOW with budget to DHCS through the TPA for approval, and changes to the SOW may only be made through a written amendment approved by all parties.

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CMHD PEP will be compensated pursuant to the budget and payment terms contained in each DHCS-approved SOW. DHCS, through the TPA, will compensate CMHD PEP via direct deposit provided all agreed-upon information forms and documentation are provided.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
There will be no impact to the General Fund from approval of this item. The associated appropriations and revenues are included in the Health Administration (001-4000-8438-HEA014) Fiscal Year (FY) 2022-23 Adopted Budget and in the FY 2023-24 Requested 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: Patricia Alcocer, Management Analyst II, 320-3298

Approved by:

DocuSigned by:
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Date: 12/21/2023 | 11:59 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

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Attachments:
Board Report
Acknowledgment of TA Marketplace Terms and Conditions
Updated Acknowledgement of TA Marketplace Terms and Conditions

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California Providing Access and Transforming Health (PATH)
Technical Assistance Marketplace Program

TA Vendor
Acknowledgement of TA Marketplace Terms and Conditions

As an express condition of participating in the Technical Assistance Marketplace ("TA Marketplace") Program funded by the California Department of Health Care Services ("DHCS") as part of the California Providing Access and Transforming Health ("PATH") Initiative, County of Monterey, Monterey Co. Health Dept ("Applicant"), whose business address is 1270 Natividad Rd. Salinas, Ca. 93906 and whose Federal Tax Identification number is 94-6000524, hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. **Eligibility.** Compensation through the DHCS' TA Marketplace Program is available for the provision of technical assistance for entities providing Enhanced Care Management ("ECM") and Community Supports. Qualified applicants include city, county, and other government agencies; county and community-based providers, including, but not limited to, public hospitals, community-based organizations, and Medi-Cal Tribal and the Designees of Indian Health Programs contracted with or that intend to contract as ECM or Community Supports providers; and other entities as approved by DHCS. In order to offer services through the TA Marketplace Program, eligible applicants must:

a. Demonstrate experience providing the types of services/offerings the applicant is being contracted to provide, to one or more of the entity types eligible to receive technical assistance through the TA Marketplace;
b. Maintain business licensing or accreditation that meets industry standards, if required;
c. Maintain a physical presence in California or be capable of providing all services virtually;
d. Demonstrate cultural competency and non-discriminatory practices;
e. Commit to participation in any required onboarding/training activities;
f. Comply with all reporting and oversight requirements;
g. Demonstrate substantial capacity to serve multiple organizations at the same time, and/or the ability to scale their business as needed to accommodate TA Marketplace demand;
h. Provide rates for TA services to DHCS in advance, which shall be subject to approval; and
i. Provide customer references that would confirm excellent service was provided through performance rating upon reference check.

II. **Role of Third-Party Administrator.** DHCS has designated Public Consulting Group LLC ("PCG") as third-party administrator ("TPA"), to administer the TA Marketplace Program and to communicate with Applicant with respect to program administration. Applicant understands that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions, payment delays, or actions.

III. **No Liability of DHCS or TPA**. Neither DHCS not the TPA shall be liable to Applicant for any incidental, indirect, special, punitive, or consequential damages, including, but not limited to,

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such damages arising from any type or manner of commercial, business, or financial loss, even if PCG or DHCS had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable. Applicant hereby releases and holds harmless DHCS, the TPA, and their respective officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the PATH TA Marketplace Program.

IV. **No Guarantee of TA Marketplace Selection.** Applicant understands that inclusion in the TA Marketplace does not guarantee that Applicant will be selected to provide services by any customer. Neither DHCS nor the TPA guarantee any minimum amount work or compensation to Applicant.

V. **Statement of Work.** If approved to enter the TA Marketplace and selected by one or more customers, Applicant will collaborate with each customer to develop a Statement of Work ("SOW") substantially in the form attached hereto as Attachment A that details the services that Applicant will perform and the budget for the project. Once Applicant and the customer have agreed upon and each signed the proposed SOW, Applicant must submit the SOW to DHCS, through the TPA. Services may begin only after Applicant has received DHCS approval of the SOW, as communicated through the TPA. Changes to the services may only be made through a written amendment to the SOW, approved by Applicant, the customer, and DHCS, as communicated through the TPA.

VI. **Key Personnel.** All key personnel that Applicant will assign to a customer's project should be identified in the relevant SOW. In the event that key personnel identified in an SOW become unavailable for assignment or are unable to commit the level of effort anticipated without substantial deviation (more than ten (10) percent of the agreed upon level of effort), Applicant shall immediately provide written notification to DHCS, through their TPA Contact Person listed in Section X, item (g) below. The written notification should provide a minimum of ten (10) days advance notice of the proposed change in key personnel staffing and a plan for replacing the named key personnel, including the name and background of the proposed substitution, in sufficient detail so as to permit DHCS to evaluate the impact of the change or reduction in the work. No diversion or reduction in level of effort of key personnel shall be made by Applicant without prior written consent of DHCS, through the TPA. Such consent shall be given in a timely fashion and not be unreasonably withheld. Approved changes to key personnel will be documented in a formal amendment to the SOW, signed by all parties.

VII. **Use of PATH Funding.**

a. Statement of Work. Applicant shall use the compensation it receives from DHCS exclusively to implement the project(s) outlined in approved SOWs, and for no other purpose.

b. PATH Guidance and Conditions. In using DHCS funds, Applicant must follow all terms, conditions, and guidelines provided in the Technical Assistance Marketplace Program guidance, found at www.ca-path.com, and in these Terms and Conditions, as well as all federal, state, and local rules, guidelines, and regulations, including but not limited to, health and safety guidelines.

VIII. **Compensation Amount and Method of Payment.**

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a. Compensation Amount. Applicant will be paid pursuant to the budget and payment terms contained in each approved SOW.

b. Method of Payment. DHCS, through the TPA, shall pay Applicant via direct deposit into Applicant's chosen account, provided Applicant has provided all required information, forms, and documentation required to facilitate payment.

c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Applicant in the disbursement of funds.

IX. Term. If approved to offer services through the TA Marketplace, Applicant agrees to offer services through June 30, 2027, unless Applicant's participation in the TA Marketplace Program is terminated earlier pursuant to Section IX below or extended by DHCS.

X. Reporting Requirements. Applicant shall periodically provide written and oral reports to the TPA Contact Person, including regular reporting on progress towards achieving TA project milestones, barriers to TA project completion, identified successes and challenges in pursuing TA project(s); lessons learned and best practices identified in pursuing TA project(s); results from any TA customer surveys assessing satisfaction; summary of complaints/grievances received related to the TA Marketplace initiative; and other metrics as defined, including a description of the average weekly hours worked by Applicant in the furtherance of TA project(s). If Applicant fails to submit any report within thirty (30) calendar days of the request, DHCS may terminate Applicant's participation in the TA Marketplace Program.

XI. Additional DHCS Terms and Conditions.

a. Funding received through the TA Marketplace Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources.

b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Applicant of any such changes in writing.

c. Applicant may neither assign nor subcontract its obligations under any SOW to any other entity without the prior written consent of DHCS. If a subcontractor is approved by DHCS, Applicant will submit its Subcontractor Agreement outlining the scope of work and terms with the preapproved entity to DHCS for review and approval prior to execution and to the commencement of any subcontracted work.

d. Applicant may be subject to audit or inquiry with respect to the receipt and use of DHCS funds at any time. Applicant must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within one (1) business day of receipt and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.

e. Applicant must alert DHCS and the TPA within twenty-four (24) hours if circumstances prevent it from carrying out any of the activities described in an approved SOW. In such cases, Applicant may be required to return unused funds to DHCS.

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f. Applicant's authorized representative for the purposes of communications related to the TA Marketplace Program is:

[Name_____] Patricia Alcocer
[Contact Info_____] 831.320.3098 / 831.595.4435 alcocerp@co.monterey.ca.us

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of Applicant. Applicant shall notify DHCS and the TPA in writing within twenty-four (24) hours of any change to the above-named authorized representative.

g. The TPA's contact person for all inquiries and notices related the TA Marketplace Program is:

Meghan Cox
ta-marketplace@ca-path.com

h. Applicant will retain all records and documentation related to the receipt and use of DHCS funds, including all documentation used to support and detail expenditures, for no less than three (3) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.

i. Applicant guarantees that its use or creation of any intellectual property under any SOW does not infringe upon the intellectual property rights of any third party and shall indemnify, defend, and hold DHCS, PCG, and TA Marketplace customers harmless from all claims, losses, expenses, fees (including attorney's fees), costs, and judgments that may be asserted as a result of any breach by Applicant of this guarantee.

j. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about Applicant and its activities pursuant to the TA Marketplace Program and may authorize others to do so without limitation, except as restricted by applicable law.

k. Applicant shall facilitate the performance of employee criminal and credit background checks and drug and alcohol tests at its expense if reasonably requested by DHCS.

l. Applicant will not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

XII. Termination. Applicant may be terminated from the TA Marketplace Program in any of the following circumstances:

a. If Applicant fails to perform any one or more of the requirements set forth in these Terms and Conditions;

b. If DHCS receives a complaint from a customer regarding services provided by the Applicant;

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c. If either Applicant or all of Applicant's customer(s) cease to be eligible for CA PATH funding or services;

d. If any of the information provided by Applicant to DHCS or to the TPA is untruthful, incomplete, or inaccurate;

e. Upon Applicant's debarment or suspension by competent authority;

f. Upon Applicant's indictment in any criminal proceeding;

g. If Applicant is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;

h. If DHCS does not receive or maintain sufficient funds to administer the program;

i. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the TA Marketplace Program;

j. For any other purpose deemed necessary or advisable by DHCS; or

k. Upon mutual written consent of both DHCS and Applicant.

In the case of early termination, Applicant may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, APPLICANT has executed this Acknowledgment as of the date set forth below.

APPLICANT

DocuSigned by:
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Signature

Elsa Mendoza Jimenez - Director of Health
Printed Name and Title

1/20/2023 | 5:11 PM PST
Date

Approved as to Form:

DocuSigned by:
Stacy Saetta
Signature

Stacy Saetta Chief Deputy County Counsel.
Printed Name and Title

Date: 1/20/2023 | 2:26 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
Signature

Jennifer Forsyth Auditor-Controller Analyst II
Printed Name and Title

Dated: 1/20/2023 | 2:44 PM PST

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California Providing Access and Transforming Health (PATH)
Technical Assistance Marketplace Program

TA Vendor
Acknowledgement of TA Marketplace Terms and Conditions

As an express condition of participating in the Technical Assistance Marketplace ("TA Marketplace") Program funded by the California Department of Health Care Services ("DHCS") as part of the California Providing Access and Transforming Health ("PATH") Initiative, County of Monterey, Monterey Co. Health Dept. ("Vendor Applicant"), whose business address is 1270 Natividad Rd., Salinas, CA. 93906 and whose Federal Tax Identification number is 94-6000524, hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Eligibility. Compensation through the DHCS' TA Marketplace Program is available for the provision of technical assistance for entities providing Enhanced Care Management ("ECM") and Community Supports. Qualified applicants include city, county, and other government agencies; county and community-based providers, including, but not limited to, public hospitals, community-based organizations, and Medi-Cal Tribal and the Designees of Indian Health Programs contracted with or that intend to contract as ECM or Community Supports providers; and other entities as approved by DHCS. In order to offer services through the TA Marketplace Program, eligible applicants must:

a. Demonstrate experience providing the types of services/offerings the applicant is being contracted to provide, to one or more of the entity types eligible to receive technical assistance through the TA Marketplace;
b. Maintain business licensing or accreditation that meets industry standards, if required;
c. Maintain a physical presence in California or be capable of providing all services virtually;
d. Demonstrate cultural competency and non-discriminatory practices;
e. Commit to participation in any required onboarding/training activities;
f. Comply with all reporting and oversight requirements;
g. Demonstrate substantial capacity to serve multiple organizations at the same time, and/or the ability to scale their business as needed to accommodate TA Marketplace demand;
h. Provide rates for TA services to DHCS in advance, which shall be subject to approval; and
i. Provide customer references that would confirm excellent service was provided through performance rating upon reference check.

II. Role of Third-Party Administrator. DHCS has designated Public Consulting Group LLC ("PCG") as third-party administrator ("TPA"), to administer the TA Marketplace Program and to communicate with Applicant with respect to program administration. Applicant understands that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions, payment delays, or actions.

III. No Liability of DHCS or TPA. Neither DHCS nor the TPA shall be liable to Applicant for any incidental, indirect, special, punitive, or consequential damages, including, but not limited to,

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such damages arising from any type or manner of commercial, business, or financial loss, even if PCG or DHCS had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable. Applicant hereby releases and holds harmless DHCS, the TPA, and their respective officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the PATH TA Marketplace Program.

IV. No Guarantee of TA Marketplace Selection. Applicant understands that inclusion in the TA Marketplace does not guarantee that Applicant will be selected to provide services by any customer. Neither DHCS nor the TPA guarantee any minimum amount work or compensation to Applicant.

V. Statement of Work. If approved to enter the TA Marketplace and selected by one or more customers, Applicant will collaborate with each customer to develop a Statement of Work ("SOW") substantially in the form attached hereto as Attachment A that details the services that Applicant will perform and the budget for the project. Once Applicant and the customer have agreed upon and each signed the proposed SOW, Applicant must submit the SOW to DHCS, through the TPA. Services may begin only after Applicant has received DHCS approval of the SOW, as communicated through the TPA. Changes to the services may only be made through a written amendment to the SOW, approved by Applicant, the customer, and DHCS, as communicated through the TPA.

VI. Key Personnel. All key personnel that Applicant will assign to a customer's project should be identified in the relevant SOW. In the event that key personnel identified in an SOW become unavailable for assignment or are unable to commit the level of effort anticipated without substantial deviation (more than ten (10) percent of the agreed upon level of effort), Applicant shall immediately provide written notification to DHCS, through their TPA Contact Person listed in Section X, item (g) below. The written notification should provide a minimum of ten (10) days advance notice of the proposed change in key personnel staffing and a plan for replacing the named key personnel, including the name and background of the proposed substitution, in sufficient detail so as to permit DHCS to evaluate the impact of the change or reduction in the work. No diversion or reduction in level of effort of key personnel shall be made by Applicant without prior written consent of DHCS, through the TPA. Such consent shall be given in a timely fashion and not be unreasonably withheld. Approved changes to key personnel will be documented in a formal amendment to the SOW, signed by all parties.

VII. Use of PATH Funding.

a. Statement of Work. Applicant shall use the compensation it receives from DHCS exclusively to implement the project(s) outlined in approved SOWs, and for no other purpose.

b. PATH Guidance and Conditions. In using DHCS funds, Applicant must follow all terms, conditions, and guidelines provided in the Technical Assistance Marketplace Program guidance, found at www.ca-path.com, and in these Terms and Conditions, as well as all federal, state, and local rules, guidelines, and regulations, including but not limited to, health and safety guidelines.

VIII. Compensation Amount and Method of Payment.

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a. Compensation Amount. Applicant will be paid pursuant to the budget and payment terms contained in each approved SOW.

b. Method of Payment. DHCS, through the TPA, shall pay Applicant via direct deposit into Applicant's chosen account, provided Applicant has provided all required information, forms, and documentation required to facilitate payment.

c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Applicant in the disbursement of funds.

IX. Term. If approved to offer services through the TA Marketplace, Applicant agrees to offer services through June 30, 2027, unless Applicant's participation in the TA Marketplace Program is terminated earlier pursuant to Section IX below or extended by DHCS.

X. Intellectual Property Rights

a. Ownership

i. Except where DHCS has agreed in a signed writing to accept a license, 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 Applicant or DHCS and which result directly or indirectly from this Agreement.

ii. 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.

1. 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.

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iii. In the performance of this Agreement, Applicant will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Applicant may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Applicant shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Applicant nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Applicant accesses any third-party Intellectual Property that is licensed to DHCS, Applicant agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

iv. Applicant agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Applicant enters into any agreements or subcontracts with other parties in order to perform this Agreement, Applicant shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Applicant or DHCS and which result directly or indirectly from this Agreement or any subcontract.

v. Applicant further agrees to assist and cooperate with 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 DHCS' Intellectual Property rights and interests.

b. Applicant guarantees that its use or creation of any intellectual property under any SOW does not infringe upon the intellectual property rights of any third party and Applicant will indemnify, defend, and hold DHCS, PCG, and TA Marketplace customers harmless from all claims, losses, expenses, fees (including attorney's fees), costs, and judgments that may be asserted as a result of any breach by Applicant of this guarantee. Retained Rights / License Rights

i. Specifically as applied to these terms and conditions, except for Intellectual Property made, conceived, derived from, or reduced to practice by Applicant or DHCS and which result directly or indirectly from this Agreement, Applicant shall retain title to all of its Intellectual Property and enhancements to its Intellectual Property to the extent such Intellectual Property was or is in existence prior to the effective date of this Agreement. Applicant hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use and copy, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Applicant'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 Applicant assigns all rights, title and interest in the Intellectual Property as set forth herein. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about

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Applicant and its activities pursuant to the TA Marketplace Program and may authorize others to do so without limitation, except as restricted by applicable law.

ii. Nothing in this provision shall restrict, limit, or otherwise prevent Applicant from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Applicant's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of 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

i. Applicant agrees that for purposes of copyright law, all works [as defined in Section XI, subsection (ii)(1) above] of authorship made by or on behalf of Applicant in connection with Applicant's performance of this Agreement shall be deemed "works made for hire." Applicant further agrees that the work of each person utilized by Applicant in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Applicant or that person has entered into an agreement with Applicant to perform the work. Applicant shall enter into a written agreement with any such person that: (i) all work performed for Applicant shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Applicant or DHCS and which result directly or indirectly from this Agreement.

ii. 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 Applicant or DHCS and which result directly or indirectly from this Agreement, shall include 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. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." 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

i. With respect to inventions made by Applicant in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Applicant hereby grants to DHCS a license, as described under Section XI, subsection (b) above, 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 Applicant agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such

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inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

XI. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

e. In any agreement funded in whole or in part by the federal government, 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 throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

XII. Reporting Requirements.

Applicant shall periodically provide written and oral reports to the TPA Contact Person, including regular reporting on progress towards achieving TA project milestones, barriers to TA project completion, identified successes and challenges in pursuing TA project(s); lessons learned and best practices identified in pursuing TA project(s); results from any TA customer surveys assessing satisfaction; summary of complaints/grievances received related to the TA Marketplace initiative; and other metrics as defined, including a description of the average weekly hours worked by Applicant in the furtherance of TA project(s). If Applicant fails to submit any report within thirty (30) calendar days of the request, DHCS may terminate Applicant's participation in the TA Marketplace Program.

XIII. Additional DHCS Terms and Conditions.

a. Funding received through the TA Marketplace Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources.

b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Applicant of any such changes in writing.

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c. Applicant may neither assign nor subcontract its obligations under any SOW to any other entity without the prior written consent of DHCS. If a subcontractor is approved by DHCS, Applicant will submit its Subcontractor Agreement outlining the scope of work and terms with the preapproved entity to DHCS for review and approval prior to execution and to the commencement of any subcontracted work.

d. Applicant may be subject to audit or inquiry with respect to the receipt and use of DHCS funds at any time. Applicant must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within one (1) business day of receipt and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.

e. Applicant must alert DHCS and the TPA within twenty-four (24) hours if circumstances prevent it from carrying out any of the activities described in an approved SOW. In such cases, Applicant may be required to return unused funds to DHCS.

f. Applicant's authorized representative for the purposes of communications related to the TA Marketplace Program is:

[Name Patricia Alcocer]
[Contact Info 831.320.3098 \ 831.595.4435] alcocerp@co.monterey.ca.us

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of Applicant. Applicant shall notify DHCS and the TPA in writing within twenty-four (24) hours of any change to the above-named authorized representative.

g. The TPA's contact person for all inquiries and notices related the TA Marketplace Program is:

Meghan Cox
ta-marketplace@ca-path.com

h. Applicant will retain all records and documentation related to the receipt and use of DHCS funds, including all documentation used to support and detail expenditures, for no less than three (3) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.

i. Applicant shall facilitate the performance of employee criminal and credit background checks and drug and alcohol tests at its expense if reasonably requested by DHCS.

j. Applicant will not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

XIV. Termination. Applicant may be terminated from the TA Marketplace Program in any of the following circumstances:

a. If Applicant fails to perform any one or more of the requirements set forth in these Terms and Conditions;

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b. If DHCS receives a complaint from a customer regarding services provided by the Applicant;

c. If either Applicant or all of Applicant's customer(s) cease to be eligible for CA PATH funding or services;

d. If any of the information provided by Applicant to DHCS or to the TPA is untruthful, incomplete, or inaccurate;

e. Upon Applicant's debarment or suspension by competent authority;

f. Upon Applicant's indictment in any criminal proceeding;

g. If Applicant is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;

h. If DHCS does not receive or maintain sufficient funds to administer the program;

i. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the TA Marketplace Program;

j. For any other purpose deemed necessary or advisable by DHCS; or

k. Upon mutual written consent of both DHCS and Applicant.

In the case of early termination, Applicant may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, APPLICANT has executed this Acknowledgment as of the date set forth below.

APPLICANT

DocuSigned by:
Signature
Elsa Mendoza Jimenez, Director of Health Services
Printed Name and Title

8/31/2023 | 1:32 PM PDT
Date

Approved as to Form:

DocuSigned by:
Stacy Saetta
Signature
Stacy Saetta Chief Deputy County Counsel.
Printed Name and Title

8/31/2023 | 10:30 AM PDT
Date

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
Signature
Patricia Ruiz Auditor Controller Analys
Printed Name and Title

8/31/2023 | 11:28 AM PDT
Date

Introduced: 12/12/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

a. Authorize the Director of Health Services or designee to execute Amendment No. 3, effective upon execution, to a Platform License Agreement, No. A-14686, between the County of Monterey and Conduent Health Communities Corporation (CHCC), adding a Data Usage Agreement; and
b. Approve and authorize the Health Director Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($7,000) of the original Platform License Agreement amount, do not significantly alter the scope of services, and do not exceed a revised maximum amount of $187,000.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Authorize the Director of Health Services or designee to execute Amendment No. 3, effective upon execution, to a Platform License Agreement, No. A-14686, between the County of Monterey and Conduent Health Communities Corporation (CHCC), adding a Data Usage Agreement; and
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SUMMARY/DISCUSSION:
Conduent Healthy Communities Corporation (CHCC) hosts a Standalone Platform (CHCC Platform) which is a customizable website template system that collects and reports de-identified population health data from multiple sources.

The customization and use of CHCC Platform enables the county and community partners to develop focused strategies, implement programs, and monitor outcomes using the data while maintaining national health accreditation. It will also enable the community to access the information which improves transparency and helps to visually draw associations between social, environmental, and behavioral factors that impact health.

The execution of Amendment No, 3 will enable MCHD to include a Data Use Agreement for non-public patient level data, Health and Safety Code Section 128766, for the provision of CHCC to utilize the data collected by County from California Department of Health Care Access and Information (HCAI) limited patient-data sets to include additional data analytics deidentified hospitalization, emergency room, and mental health data to the existing platform license, and continue to provide tools and templates for data visualization and mapping that will be publicly accessible through June 23, 2025.

No installation of software locally for MCHD staff is required for data upload, use, or customization of the website. MCHD Staff will utilize the data and website template to provide publicly accessible information on: <https://www.datasharemontereycounty.org/>.

This work supports the Monterey County Health Department 2018-2024 Strategic Plan Goals: 1. Empower the community to improve health; and 2. Enhance community health and safety through prevention. It also supports one of the ten essential public health services, specifically: 9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved this Data Usage Agreement as to form and fiscal provisions, respectively.

FINANCING:
Funding for this agreement is included in the Health Department's (HEA014-8438) FY 2023-24 Adopted Budget and provision for it will be made in the Department's Requested Budget for the years out.

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: Roxann Seepersad, Supervising Public Health Epidemiologist, 755-4522

Approved by:

_____ Date: _____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

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

Board Order-Amendment No. 1
Agreement
Board Order-Agreement

DocuSign Envelope ID: 554A54B9-9546-41D2-B5DD-FC31DF9D8D5E

Introduced: 12/12/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Director of Health Services or designee to execute Amendment No. 3, effective upon execution, to a Platform License Agreement, No. A-14686, between the County of Monterey and Conduent Health Communities Corporation (CHCC), adding a Data Usage Agreement; and
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DocuSign Envelope ID: 554A54B9-9546-41D2-B5DD-FC31DF9D8D5E

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☐ Infrastructure:
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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: Roxann Seepersad, Supervising Public Health Epidemiologist, 755-4522

Approved by:

DocuSigned by:
293774DBE9524FF... Date: 1/3/2024 | 10:42 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526
On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report
Amendment No. 3
Amendment No. 2
Board Order-Amendment No. 2

DocuSign Envelope ID: 554A54B9-9546-41D2-B5DD-FC31DF9D8D5E

Amendment No. 1
Board Order-Amendment No. 1
Agreement
Board Order-Agreement

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AMENDMENT NO. 3 TO PLATFORM LICENSE AGREEMENTBETWEEN
COUNTY OF MONTEREY &
CONDUENT HEALTHY COMMUNITIES CORPORATION

THIS AMENDMENT NO. 3 ("Amendment 3"), effective December 11, 2023 (the "Amendment 3 Effective Date"), to the Platform License Agreement No. A-14686 ("AGREEMENT"), for provision of customization, maintenance/support, and training for the Healthy Communities Institute Platform System, is made between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "Client" or "County"), for services at Monterey County Health Department, and Conduent Healthy Communities Corporation (hereinafter referred to as "CHCC") with respect to the following:

WHEREAS, on April 15, 2020, County and CHCC entered into an AGREEMENT in the amount of $70,000 for the term April 15, 2020, through April 14, 2023;

WHEREAS, on May 27, 2021, County and CHCC executed Amendment No. 1 to the AGREEMENT to include additional data analytics of deidentified hospitalization, emergency room, and mental health data to the existing platform license, extend the term of the AGREEMENT through June 23, 2025, increase the total maximum amount of the AGREEMENT by $100,000, and to replace Exhibit A: Statement of Work for the CHCC Platform;

WHEREAS, on September 1, 2022, County and CHCC executed Amendment No. 2 to the AGREEMENT to add Claritas Consumer Expenditures data analytics to the CHCC Platform, increase the maximum amount of the AGREEMENT by $10,000, and replace Exhibit A Statement of Work for CHCC Platform; and

WHEREAS, the County and CHCC wish to further amend the AGREEMENT to include a Data Use Agreement pursuant to Health and Safety Code Section 128766, to authorize CHCC to utilize data collected by County from California Department of Health Care Access and Information (HCAI).

NOW THEREFORE, the County and CHCC hereby agree to amend the AGREEMENT in the following manner:

1. **EXHIBIT C – Data Use Agreement for Non-public Patient Level Data, Health pursuant to Safety Code Section 128766** is hereby added to the AGREEMENT, as attached to this Amendment 3.

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment 3 and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of this Amendment 3 shall be attached to the original AGREEMENT.

This space left blank intentionally

************SIGNATURE PAGE TO FOLLOW***********

IN WITNESS WHEREOF, the parties have executed this Amendment 3 on the dates indicated below.

COUNTY OF MONTEREY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
Jennifer Forsyth
Deputy Auditor/Controller
Auditor-Controller Analyst II
Dated:
11/17/2023 | 2:56 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
Stacy Saetta
Deputy County Counsel
Dated: 11/17/2023 | 12:38 PM PST
Chief Deputy County Counsel.

Director of Health

Dated:

CONTRACTOR

By: DocuSigned by:
William C Nicholson
3703D3C7E856405...
Signature of Chair, President, orVice-President

William C Nicholson VP & General Manager
Printed Name and Title

Dated: 11/14/2023

By: DocuSigned by:
Jeffrey Neiheisel
A34B1F28BCB440D...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Jeffrey Neiheisel Asst. Secretary
Printed Name and Title

Dated: 11/14/2023

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EXHIBIT C

DATA USE AGREEMENT FOR NONPUBLIC PATIENT LEVEL DATA – HEALTHAND SAFETY CODE SECTION 128766
BY AND BETWEEN COUNTY OF MONTEREY, FOR SERVICES AT MONTEREY COUNTY HEALTH DEAPRTMENT AND CONDUENT HEALTHCOMMUNITIES CORPORATION

The Department of Health Care Access and Information ("HCAI") is required to protect patient privacy as stated in Section 128766 of the Health and Safety Code. Any Data disclosures pursuant to this Agreement are required to be consistent with the standards and limitations applicable to limited data sets in Code of Federal Regulations, title 45, section 164.514. Any hospital or health department that receives data shall not disclose that data to any person or entity, except as required or permitted by law. In no case shall a hospital, health department, contractor, or subcontractor reidentify or attempt to reidentify any data received.

This Data Use Agreement ("DUA") is by and between County of *Monterey, on behalf of the Monterey County Health Department ("County") and Conduent Healthy Communities Corporation,* hereinafter referred to as "CHCC".

The nonpublic patient level data provided by HCAI via the County under this Agreement pursuant to Health and Safety Code section 128766 is described in CHCC's Limited Data Request ("Data Request"), for the project titled "Disease Surveillance for Program Evaluation" and is hereinafter termed "Data" and is identified in the Limited Data Request form attached hereto as Attachment 1, and incorporated therein. Per this DUA, the CHCC shall not release, share, or further distribute any Data it receives from HCAI via the County (including any Data containing complete or partial individual patient records).

CHCC acknowledges and agrees that the nonpublic patient level data is subject to relevant state and federal privacy and security laws with which CHCC must comply.

The parties mutually agree that HCAI retains all ownership rights to the Data, and that CHCC does not obtain any right, title, or interest in any of the Data.

CHCC will only use or disclose the Data for the specific limited purposes and in the ways described in the Data Request. CHCC is bound by all statements made in the Data Request. Only those persons/entities identified in the Data Request are permitted to access, receive, or use the Data.

As the recipient of the Data, CHCC agrees that it will:

1. Only use or disclose the Data as stated in its Data Request, or as required by law (e.g., by court order or search warrant).

2. If CHCC wants to add a use, disclosure, or persons/entities to use/receive the Data, CHCC will submit a revised Data Request to County stating and describing the new use/disclosure and identifying any new persons/entities to receive or use the Data.

3. Use appropriate safeguards to prevent unauthorized use or disclosure of the Data including taking measures commensurate with HCAI's requirements documents in the document titled "Required Practices for Safeguarding Access to Confidential Data" and attached hereto as Attachment 2 and incorporated therein.

4. Notify HCAI via the County promptly, but in no event later than three (3) business days from the discovery of a security breach impacting the Data, or of any use or disclosure of the Data not stated in its Data Request.

5. Be responsible for costs incurred by HCAI (data owner), as defined herein, due to any security

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incident resulting from CHCC's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction, or loss, theft, or misuseof an information asset. If the County determines that notice to the individuals whose data has been lost or breached is appropriate, CHCC will bear the reasonable costs associated with the notice. These costs include, but are not limited to reasonable, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data, as mutually agreed to by the parties.

6. County and CHCC to have in place a Business Associate Agreement that meets the requirements of the Code of Federal Regulations, title 45, Part 160 and Part 164.

7. Provide HCAI, via the County, with copies of fully executed data sharing agreements, for any person or entity, other than a member of CHCC's workforce, that will access PHI received by CHCC, including but not limited to CHCC's contractors, subcontractors, or partners. Those agreements shall reference this Agreement between the County and CHCC.

8. Ensure that all its contractors, subcontractors, or partners to whom CHCC provides any of the Data received from HCAI via the County, agree to in writing to comply with all terms of this DUA, including providing proof of destruction of the Data upon completion of the purpose specified in the approved request.

9. Not re-identify or attempt to re-identify the individuals to whom the Data pertains and not to contact any specific individual whose record is included in the Data.

10. Retain the Data for no more than ten (10) years, or as may be mandated by law, from the effective date of this DUA ("retention period"). Should CHCC need additional time beyond retention period, CHCC will need to request an extension from HCAI via the County and provide a justification in writing. CHCC will notify HCAI via the County within 30 days of the completion of the purpose specified in the approved request if the purpose is completed before the retention period. Within 30 days of such notice or the end of the retention period, whichever occurs sooner, CHCC, and any of its Business Associates, contractors, subcontractors, or partners must destroy the Data and send written certification of the destruction to HCAI via the County.

11. CHCC and its Business Associates, contractors, subcontractors, or partners shall not use or retain the Data or any parts thereof, after the initial retention period or agreed upon extended retention period.

12. Present in aggregate form, in which there is no reasonable basis to believe that Data can be used to identify an individual, the final report findings, listing, or publication derived fromthe Data in any manner (e.g., via email, website, manuscript, table, chart, study, report, etc.).

13. CHCC must follow the California Health and Human Services Agency Data De- Identification Guidelines (DDG), incorporated as Attachment 3 to this DUA to determine whether aggregate Data is sufficiently de-identified for reporting and may not report aggregated data if CHCC did not follow the DDG.

14. Any violation of this DUA by CHCC will be subject to appropriate legal action by the State of California. CHCC agrees to indemnify, defend, and hold harmless HCAI and the County from all third-party claims and losses directly resulting from CHCC's breach of a material obligation of this DUA.

15. CHCC acknowledges that criminal penalties under the Data Practices Act (California Civil Code section 1798.56) may apply if it is determined that CHCC willfully requested or obtained the Data under false pretenses.

16. Further, CHCC agrees that any material violations of the terms of this DUA or any of the laws and regulations governing the use of the Data may result in permanent or temporary denial of access to HCAI data for CHCC or any of CHCC's contractors, subcontractors, partners, or other Business Associates.

The undersigned individual hereby attests that they are authorized to enter into this DUA onbehalf of that

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CHCC and agrees to all the terms specified herein.

DocuSigned by:
William C Nicholson
3703D3C7E856405...
Signature

11/14/2023
Date

William C Nicholson
Name – Typed or Printed

VP & General Manager
Title

CONDUENT HEALTHY COMMUNITIES CORPORATION
Company/Organization

Bill.Nicholson@conduent.com
E-Mail

100 Campus Drive, Suite 200
Address

Telephone number

Florham Park, New Jersey, 07932
City, State, Zip

DocuSign Envelope ID: F63E7CD3-DCD3-438C-B7AD-A8F05C50F4AB

ATTACHMENT 1

LIMITED DATA REQUST FORM

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ATTACHMENT 1

Click "Ctrl + P" to print this page

Limited Data Request

Request number - CS0002451

HCAI offers several types of non-public data to licensed California Hospitals and California Local Health Departments. Eligible hospitals and local health departments may request Limited Model Data Sets for Patient Discharge Data, including Inpatient (PDD), Emergency Department (EDD), and Ambulatory Surgery Center (ASD). They may also order Patient Origin/Market Share data (PO/MS), created to assist hospitals and communities facing tremendous budgetary pressures, which makes the need to understand key operating performance issues critical. In addition, there are also Prevention Quality Indicators, a set of measures that can be used with hospital inpatient discharge data to identify quality of care for "ambulatory care sensitive conditions. This is data standardized for the Agency for Healthcare Research and Quality (AHRQ PQI.)

The Limited Data Set includes Inpatient (PDD), Emergency Department (EDD) and Ambulatory Surgery (AS) files. The contents of these files, including descriptions of the variables that they contain, are described in the Non-Public Data Documentation. A cross-referenced list of variables across multiple years is contained in the Master Variable Grid.

All documentation linked on this request form can also be found on the Limited Data Request Landing Page.

§128766 of the Health and Safety Code gives HCAI the legal authority to disclose patient-level data to hospitals, Tribal Epidemiology Centers, local health departments and local health officers, and certain federal agencies conducting a statutorily authorized activity. The law provides that the disclosure be consistent with limited data set standards and limitations under 45 CFR §164.514. Any hospital that receives data under §128766 shall not disclose the data to any person or entity except as required or permitted by the HIPAA medical privacy regulations. The hospital and its contractor(s) are prohibited from re-identifying or attempting to re-identify any information received pursuant to §128766. This form must be completed if you are requesting access to a limited data set from HCAI.

Organization Identification/Eligibility
Contact Information

Health Officer: First Name
Edward

Health Officer: Last Name
Moreno

Name of Project
Disease Surveillance

Organization
Monterey County

Department:
County of Monterey Health Department: Administration

Address
1270 Natividad Road

City
Salinas

State
California

ZIP Code
93906

Health Officer Phone Number
831-755-4595

Health Officer Email Address
morenoel@co.monterey.ca.us

Additional Information
If different from above

☐ Designated Point of Contact

Purpose

Please indicate the purpose for which the data are requested

Data used for research purposes will require a Research Supplement to be attached before the form is submitted.

☒ Public Health ☐ Research

Please describe the specific limited purposes for which the data is requested

Surveillance, production of community assessments, and health briefs

Please explain how the data meets the stated purpose noted above

Data are analyzed for various conditions that may not be reported on in other readily available reports or maybe age-adjusted, for which individual de-identified data are required

Receipt and Use of Data

Data Users Within Organization

County of Monterey Health Department- Administration -Planning, Evaluation, and Policy Unit - Roxann Seepersad - Supervising Epidemiologist
County of Monterey Health Department, Administration - Vicente Lara - Management Analyst III

Will this data be released outside of the organization?

Yes

Please note, you must upload a Business Associates Agreement form or contract before submitting.

Contractors Using Data

Conduent Healthy Communities Corporation (Conduent HCC) - Norwin Espiritu - Director of Research - 100 Campus Drive, Suite 200, Florham Park, NJ 07932 - 510-314-8300 - norwin.espiritu@conduent.com - Inpatient and Emergency Department datasets for CY2014-2022

Contractor Data Security

Conduent Healthy Communities Corporation (Conduent HCC) - All hospital utilization data will be stored on a virtual Windows Server 2016 server hosted by a HIPAA-compliant Amazon Web Service instance. Secure data will reside on an encrypted volume attached to the virtualserver. Our secure data directories of our virtual server are explicitly excluded from our cloud backupsolutions. No off-site backups of the data exist, and the virtual server is not cloned. Copies of patient health datasets will NOT be kept on any portable devices such as external hard drives, USB memory sticks, phones, or laptops under any circumstances. - SAS v9.4software is used to access raw data and calculate statistics from the data - The server can only be accessed by VPN and by specific users (Conduent HCC Research Analysts and IT Staff) with permission to access the secured data. The VPN and server are password-protected. - Access to the computer is logged and available in an audit trail. - Conduent Healthy Communities Corporation employees work remotely and would access the data from the privacy of their homes. Conduent HCC staff are to prevent anyone not authorized to view patient data sets from viewing their workstation. All employee workstations have password controls and automatic logouts after inactivity. - Data is stored electronically on an encrypted Elastic Block Storage volume - All communications between the user and server occur over encrypted channels - Norwin Espiritu, Director of Research Margaret Mysz, Research Associate Cushanta Horton, Research Associate Richard Barnatia, Research Analyst Tim McLaughlin, Senior IT Architect - They are full-time employees of the contractor. Those with a research role are responsible for coordinating, handling, or analyzing patient datasets. Researchers will deliver analysis results to Monterey County Health based on contractual agreements and scope of work. IT personnel are responsible for permitting or restricting access to the virtual server, and for maintaining the server and its software

Requested Data and Data Products

Indicate the database(s) and/or product(s) and year(s) of data you are requesting

Please Note: *Non-patient level data products developed using Limited Data Set confidential data are also available. Although these products are not patient level data, they are not de-identified and the requester must agree to treat the information they contain as Protected Health Information (PHI).*

☒ Patient Discharge Data (PDD)

Desired PDD Data Set

A Data Justification Grid is required if you select a Custom Data Set. The Data Justification Grid can be found here.

☒ Model Data Set (MDS) ☐ Custom Data Set

PDD Years Desired

Enter each year desired, separated by commas. No other format will be accepted.

2014,2015,2016,2017,2018,2019,2020,2021,2022

☒ Emergency Department Data (EDD)

Desired EDD Data Set

A Data Justification Grid is required if you select a Custom Data Set. The Data Justification Grid can be found here.

☒ Model Data Set (MDS) ☐ Custom Data Set

EDD Years Desired

Enter each year desired, separated by commas. No other format will be accepted.

2014,2015,2016,2017,2018,2019,2020,2021,2022

☒ Ambulatory Surgery Data (ASD)

Desired ASD Data Set

A Data Justification Grid is required if you select a Custom Data Set. The Data Justification Grid can be found here.

☒ Model Data Set (MDS) ☐ Custom Data Set

ASD Years Desired
Enter each year desired, separated by commas. No other format will be accepted.
2014,2015,2016,2017,2018,2019,2020,2021,2022

☐ Additional Products (PO/MS, AHRQ)

Statewide or Geographic Subset of Data Set(s) or Products
Please select the subset of data you are requesting
☐ Statewide Data Sets ☒ Geographic Subset Data Set or Product by county(-ies) or ZIP Code(s)

Describe and explain the set of Geographic Subset Data you are requesting
Spatial and residents of Monterey County, by including both types of individuals, we can assess residents 'burden of disease or incidence in the County as needed, depending on the analysis question.

Desired Data Set Format(s)
Indicate the format you prefer for your Data Set
☒ SAS (PROC Format Code Included) ☐ Comma Delimited with Labels ☐ Comma Delimited

Final Products
Will the requested data be used in any of the following ways?
☒ Geographic Information System (GIS)

Describe how this data will be used in relation to GIS
Analyses may include summarizing county data by ZIP Codes, linking to a ZIP Code layer file, and presenting data on maps. OSHPD patient counts aggregated to the ZIP code level may be layered with Monterey county zip codes.

Combination/merge/coordination with other data set(s) or databases
☒ Combination/merge/coordination with other data set(s) or databases

Describe how, including a description of the data variables within other data sets or databases
OSPHD patient counts aggregated to the ZIP code level may be layered with Monterey County ZIP attributes, generally available through US Census, such as education, income, age, and gender.

Linked patient-level information
☐ Describe the method for linking patient-level data across years/datasets

What final product(s) will be developed from this project?
Please Note: *Patient-level data cannot be contained in any product that is distributed beyond the requestor.*
Community Health Assessments, health briefs, internal reports for Health Officer or Director data requests, and public-facing data reports on Monterey County Data Share Platform (powered by Conduent LLC). For data shared with the contractor (Conduent), rates will be calculated for the following causes: asthma, community-acquired pneumonia, heart failure, hypertension, COPD, dehydration, diabetes, hepatitis, hip fractures, immunization-preventable pneumonia and influenza, urinary tract infections, unintentional falls, alcohol use, substance use, intentional self-harm, and mental health. Rates for additional causes may be calculated dependent upon the benefit to Monterey County Health and its partners

Describe how you will treat small cells to avoid identifying individuals
Our policy is to aggregate data by year, demographic strata (i.e. age groups), and /or geographic region to increase cell size. When this method is not possible or does not adequately address the small cell the data is excluded from reporting. For data utilized by the contractor, three calendar years of data will be combined to calculate values for 3-year aggregate periods at the county level–with subpopulation rates by age group, gender, and race/ethnicity–and at the ZIP code level (with no subpopulation rates). All rates will be age-adjusted, except for the age group-specific rates that will be unadjusted. Population estimates from Claritas Pop-Facts® Demographics are used for all population denominators. County rates will be suppressed and not displayed if there are fewer than 12 cases for any of the above-listed causes of hospitalizations or ER visits. Subpopulation rates and ZIP codes rates will be suppressed and not displayed if the denominator population is less than 300 or if there are fewer than 12 cases for any of the above-listed causes of hospitalizations or ER visits. Additionally, rates by race/ethnicity for indicators specific to adolescents will be suppressed if the denominator population is 20,000 or less. Case counts for any geographic level will not be displayed or provided.

Data Security
Requesting Department
See the Appendix Security Guidelines Recommended Practices for Safeguarding Access to Confidential Data. These guidelines are an example of the information needed in the security sections below. Please be very specific about the data security.

Describe the security measures under which you propose to use, maintain, and store the requested data. Address each of the main categories below.

System on which the data will reside (Standalone computer, host-based, networked, etc.)
Data will be processed on two different computers, which are both networked within Monterey County Health Department requiring VPN and user specific permissions over encrypted channels. Conduent HCC will store data virtual server hosted by HIPAA-compliant Amazon Web Services., which is only accessible by VPN and by specific user permissions over encrypted channels

Hardware/Software (Antivirus, anti-spyware, firewall, etc.) on department systems
The County of Monterey network security currently includes Windows Defender (with automatic security updates), Splunk, and carbon Black to monitor and audit potential malicious activity on the network and Microsoft product security. Microsoft antivirus, anti-spyware, and firewall software are installed and used on Conduent's AWS server

Access Controls (password requirements and safeguards, VPN use, WiFi use, file sharing, logs, etc.)
Access is restricted to authorized users only. The computers are password protected with a password of at least fifteen characters in length and contain at least one alphanumeric character and one symbol. Log-in as requires two-factor authentication to verify access to authorized users. Files are only shared with authorized users with appropriate access. Authorized user includes Contractor- Conduent HCC. On the contractor's end,all hospital utilization data will be stored on a virtual server hosted by HIPAA-compliant Amazon WebServices. The server can only be accessed by VPN and by specific users (Conduent HCC Research Analysts and IT Staff) with permission to access the secured data. The VPN and server are password-protected. All communications between the user and server occur over encrypted channels. Access to the computer is logged and available in an audit trail. Conduent staff can only use work-issued computers to access the server.

Physical Environment (monitor position, printer location, screen saver, etc.)
For LHD, The two computers are in separate locked offices. The offices are located in a restricted, non-public area that can only be entered with an electronic pass and door key. Visitor access is monitored. The monitors are positioned away from the door entry and are only accessible via password for log-in entry. Monitors are locked when not in use and screen savers are automatically triggered when no activity is detected after 5 minutes. To bypass the screen savers for access a password must be entered. . Remote staff with specific privileges to the data would access the data from the privacy of their homes through a VPN with multifactor authentication processes in place. County staff are to prevent any unauthorized viewers and uses of the data from their workstation, even when working remotely. All remote staff are equipped with privacy screens for their computers, which are to be facing away from windows or anyone passing by the work station at home. Computers are set to lock within 5 minutes of inactivity but employees are also advised to lock computers before walking away. For Conduent HCC, access is limited only to specific users in a restricted environment, and access to the computer is logged and available in an audit trail. Conduent Healthy Communities Corporation employees who work remotely and would access the data from the privacy of their homes. Conduent HCC staff are to prevent anyone not authorized to view patient data sets from viewing their workstation. All employee workstations have password controls and automatic logouts after inactivity.

Data Storage (e.g. removable media storage, hard drive encryption, backups of data, etc.)
For LHD, Data is not stored on local hard drives. Network files are restricted to authorized users only. Data cannot be removed or downloaded from a local hard drive onto an external, removal media storage. Backups of the data are only available on a secured SQL server which is limited to authorized users only. Copies of patient health datasets will NOT be kept on any portable devices such as external hard drives, USB memory sticks, phones, or laptops under any circumstances. For the Contractor, data is stored electronically on an encrypted Elastic Block Storage volume. All communications between the user and server occur over encrypted channels. Secure data will reside on an encrypted volume attached to the virtual server. The secure data directories of our virtual server are explicitly excluded from the cloud backup solutions. No off-site backups of the data exist, and the virtual server is not cloned. Copies of patient health datasets will NOT be kept on any portable devices such as external hard drives, USB memory sticks, phones, or laptops under any circumstances.

Encryption used on data storage drives
Monterey County Policy requires that all mobile devices that store protected information are encrypted. All protected data transmission is encrypted and supported by policies/procedures. Conduent HHC requires data to be stored electronically on an encrypted Elastic Block Storage volume and for all communications between the user and server to occur over encrypted channels.

Additional Notes
Please provide any additional notes you may have
Request CS0002236 expired due to time-lapse. This is being submitted to complete the data request. 2022 data released on 10/3- added year to request.

Acknowledgments and Signatures

DS ElM **Under HIPAA, limited data sets are Personal Health Information (PHI).**

DS ElM **The HIPAA Medical Privacy Rule applies to all limited data sets that I receive under this application.**

DS ElM **I agree to protect all nonpublic data products received from HCAI, even if they do not contain patient level data, and to treat these products as PHI.**

DS ElM **Any data I receive pursuant to this request will be maintained in a secure environment.**

N/A **If applying for data to use within an ACE, I certify that the applicant is an ACE.**

Edward L Moreno	DocuSigned by: Edward L Moreno 941D7DB7DA784FA...	10/20/2023 | 8:46 AM P
Name of Health Officer (printed)	**Signature of Health Officer**	**Date**

DATA USE AGREEMENT FOR NONPUBLIC PATIENT LEVEL DATA – HEALTH AND SAFETY CODE SECTION 128766

The Department of Health Care Access and Information (HCAI) is required to protect patient privacy as stated in Section 128766 of the Health and Safety Code. Any data disclosures pursuant to this Agreement are required to be consistent with the standards and limitations applicable to limited data sets in Code of Federal Regulations, title 45, section 164.514. Any hospital or health department that receives data shall not disclose that data to any person or entity, except as required or permitted by law. In no case shall a hospital, health department, contractor, or subcontractor reidentify or attempt to reidentify any data received.

This Agreement is by and between HCAI and *County of Monterey Health Department,* hereinafter termed "Requestor."
The nonpublic patient level data provided by HCAI under this Agreement pursuant to Health and Safety Code section 128766 is described in Requestor's Limited Data Request, (Data Request), including any identified attachments, Request No. **CS0002451**, dated *2023-10-10*, for the project titled "Disease Surveillance for Program Evaluation" and is hereinafter termed "Data." This Data Request is hereby incorporated by reference into this Agreement. This Agreement supersedes all prior data use agreements between Requestor and HCAI and Requestor and the Office of Statewide Health Planning and Development (OSHPD), HCAI's predecessor.

Per this Agreement, the Requestor shall not release, share, or further distribute any Data it receives from HCAI (including any Data containing complete or partial individual patient records).

The Requestor acknowledges and agrees that the nonpublic patient level data is subject to relevant state and federal privacy and security laws with which Requestor must comply.

The parties mutually agree that HCAI retains all ownership rights to the Data, and that the Requestor does not obtain any right, title, or interest in any of the Data.

Requestor will only use or disclose the Data for the specific limited purposes and in the ways described in its approved request. Requestor is bound by all statements made in the approved request. Only those persons/entities identified in the request are permitted to access, receive, or use the Data.

As the recipient of the Data, Requestor agrees that it will:

1. Only use or disclose the Data as stated in its Data Request, or as required by law (e.g., by court order or search warrant);

    - If Requestor wants to add a use, disclosure, or persons/entities to use/receive the Data, Requestor will submit a revised Data Request stating and describing the new use/disclosure and identifying any new persons/entities to receive or use the Data;

2. Use appropriate safeguards to prevent unauthorized use or disclosure of the Data including taking measures commensurate with HCAI's "*Recommended Practices for Safeguarding Access to Confidential Data*" incorporated by reference into this Agreement;

3. Notify HCAI immediately (no later than 24 hours) of the discovery of a security breach impacting the Data, or of any use or disclosure of the Data not stated in its Data Request;

4. Be responsible for all costs incurred by HCAI (data owner) due to any security incident resulting from the Requestor's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction, or loss, theft, or misuse of an information asset. If the contractor experiences a loss or breach of data, the Requestor shall immediately report the loss or breach to the data owner. If the data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the Requestor will bear any, and all costs associated with the notice or any mitigation selected by the data owner. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data;

5. Provide HCAI with a Business Associate Agreement that meets the requirements of the Code of Federal Regulations, title 45, Part 160 and Part 164, for any person or entity, other than a member of the Requestor's workforce, that will access PHI received by Requestor, including but not limited to Requestor's contractors, subcontractors, or partners;

6. Provide HCAI with copies of fully executed data sharing agreements, for any person or entity, other than a member of the Requestor's workforce, that will access PHI received by Requestor, including but not limited to Requestor's contractors, subcontractors, or partners. Those agreements shall reference this Agreement between the Requestor and HCAI;

7. Ensure that all of its contractors, subcontractors, or partners to whom Requestor provides any of the Data received from HCAI, agree in writing to comply with all terms of this Agreement, including providing proof to the Requestor of destruction of the Data upon completion of the purpose specified in the approved request or at the end of the retention period, whichever occurs first;

8. Not re-identify or attempt to re-identify the individuals to whom the Data pertains and not to contact any specific individual whose record is included in the Data;

9. Retain the Data for no more than ten years from year Data was collected (e.g., data collected in 2013, reported in 2014, shall be destroyed at the end of 2023) or pursuant to retention periods specifically authorized in the Data Request. Requestor will notify HCAI within 30 days of the completion of the purpose specified in the approved request if the purpose is completed before the end of the retention period. Within 30 days of such notice or the end of the retention period, whichever occurs first, Requestor, and any of its Business Associates, contractors, subcontractors, or partners shall destroy the Data and send written certification of the destruction to HCAI. Requestor and its Business Associates, contractors, subcontractors, or partners shall not use or retain Data or any parts thereof, after the retention period and all data not specifically identified in the Data Request, including data obtained through prior data requests submitted to HCAI and/or OSHPD, shall be destroyed immediately. By signing this agreement, Requestor attests that Requestor is in full compliance with the data destruction requirements as stated in this Agreement.

10. Present in aggregate form, in which there is no reasonable basis to believe that data can be used to identify an individual, the final report findings, listing, or publication derived from the Data in any manner (e.g., via email, website, manuscript, table, chart, study, report, etc.).

    - Requestor must follow the California Health and Human Services Agency Data De-Identification Guidelines (DDG) to determine whether aggregate data is sufficiently

de-identified for reporting and may not report aggregated data if User did not follow the DDG;

11. Termination for Cause. Upon HCAI's knowledge of a material breach or violation of this Agreement by Requestor, HCAI may provide an opportunity for Requestor to cure the breach or end the violation and may terminate this Agreement if Requestor does not cure the breach or end the violation within the time specified by HCAI. HCAI may terminate this Agreement immediately if Requestor has breached a material term and HCAI determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, Requestor must destroy all the Data provided under this Agreement. The provisions of this Agreement governing the privacy and security of the Data shall remain in effect until all the Data is destroyed and HCAI receives a certificate of destruction from Requestor.

Any violation of this Agreement by Requestor will be subject to appropriate legal action by the State of California. Requestor agrees to indemnify, defend, and hold harmless HCAI from any and all claims and losses accruing to any person, organization, or other legal entity resulting from its violation of this Agreement.

Requestor acknowledges that criminal penalties under the Data Practices Act (California Civil Code section 1798.56) may apply if it is determined that any person willfully requested or obtained the Data under false pretenses.

Further, the Requestor agrees that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of the Data may result in permanent or temporary denial of access to HCAI data for Requestor or any of Requestor's contractors, subcontractors, partners, or other Business Associates.

The undersigned individual hereby attests that they are authorized to enter into this Agreement on behalf of that Requestor and agrees to all the terms specified herein.

DocuSigned by:
Edward L Moreno
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Signature	*Date*
Edward Moreno	Health Officer
Name – Typed or Printed	*Title*
County of Monterey Health Department	morenoel@co.monterey.ca.us
Company/Organization	*E-Mail*
1270 Natividad Road	831-755-4595
Address	*Telephone number*
Salinas, CA 93906	
City, State, Zip	

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ATTACHMENT 2

Required Practices for Safeguarding Access to Confidential Data

The Department of Health Care Access and Information (HCAI) has additional requirements to the CPHS requirements. These requirements apply to all researchers, their contractors, and subcontractors.

If the researcher demonstrates that he or she is unable to comply with any of the requirements below, the researcher may request an exception from these requirements. An exception will only be granted if the researcher can demonstrate that adequate alternative measures have been taken to minimize risks to justify the exception.

General Safeguards

1. The researcher must provide a plan sufficient to protect personal information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect personal information from reasonable anticipated threats to the security or confidentiality of the information.
2. The researcher must provide sufficient written assurances that the personal information will not be reused or disclosed to any other person or entity, or used in any manner, not approved in the research protocol, except as required by law or for authorized oversight of the research project.
3. The researcher must provide a sufficient plan to destroy or return all personal information as soon as it is no longer needed for the research project, unless the researcher has demonstrated an ongoing need for the personal information for the research project and has provided a long-term plan sufficient to protect the confidentiality of that information.
4. Researchers must state whether data/samples will be destroyed or returned as soon as it is no longer needed for the research.
5. Researchers must provide proof of destruction to HCAI certifying data has been destroyed or returned.

Administrative Safeguards

1. All research staff with access to data shall have training on Privacy and Data Security. Research teams shall hold any confidentiality statements related to general use, security, and privacy for the full term of the research project.
2. Researchers should have proper vetting either through reference checks or background checks for any person who has access to data.
3. Researchers should ensure that data will not be provided to any unauthorized person or reused for any other purposes other than what is originally approved.
4. Researchers shall take appropriate precautions to ensure that data cannot be used to personally identify individuals.
5. Researchers must request an alternative to SSN for unique identifiers.
6. All data requested shall only be the minimum data needed to complete the study.
7. Access to the data will be limited to those performing the research.
8. HCAI requires that no cell (and no statistic based on a cell of) 11 or less may be used reporting aggregate data.

Physical Safeguards

1. Researchers must describe how facilities which store data in paper or electronic form, have controlled access procedures, and 24-hour guard or monitored alarm.
2. Researchers should indicate whether identifiers will be stored separately from analysis data.

Technical Safeguards

1. Researchers must describe how all computers that contain data will have full disc encryption that uses FIPS 140-2 certified products.

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2. All data on removable media devices (e.g. USB thumb drives, CD/DVD, smartphones, backup tapes) will be encrypted with software which is a FIPS 140-2 certified product.
3. Researchers should indicate how all workstations, laptops and other systems that process and/or store data have security patches applied in a reasonable time frame (include the frequency).
4. Researchers must explain how all transmissions of electronic data outside the secure internal network (e.g., emails, website access, and file transfer) are encrypted using software which is a FIPS 140-2 certified.
5. Researchers must describe how all password controls are in place to protect data stored on workstations, laptops, servers, and removable media and should follow a minimum of 14 characters with at least one capital letter, one small letter, one number and one special character.
6. Researchers must provide what security antivirus controls are in place by product name and current version.
7. Researchers must describe methods of secure wiping, degaussing, or physical destruction to be used when disposing of electronic data in accordance with NIST Guidelines for Media Sanitization NIST Special Publication 800-88 Revision 1.
8. HCAI provided data is not allowed to be published or accessible to the Internet.

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ATTACHMENT 3

Data De-Identification Guidelines (DDG)

California Health and Human ServicesSeptember 23, 2016

Version 1.0

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Revision History

Version	Date	Author	Brief Description of Changes
0.1	5/26/15	L. Scott	Initial draft for review which was based on the DHCS PAR-DBR Guidelines dated 8/25/14 andconversations at the CHHS Data De- identification Workgroup meetings.
0.2	6/29/15	L. Scott	Additions made based on feedback: • CHHS Data De-identification Workgroup meetings on May 27, 2015 and June 8, 2015 • Department specific meetings
0.3	8/5/15	L. Scott	Additions and changes based on feedback from all departments with specific written comments from CDPH, OSHPD, DCSS, CDSS, MHSOAC.
0.4	1/22/16	L. Scott	Revisions based on recommendations from: • NORC • CHHS DDG Workgroup • CHHS Risk Management Subcommittee andassociated Legal and Privacy Workgroup • Specific written comments from CDPH,CDSS
0.5	3/18/16	L. Scott	Revisions based on comments from CDPH,CDSS, OSHPD, DHCS.
0.6	4/4/16	L. Scott	Revisions based on feedback from anddiscussion with the Data Subcommittee
0.7	5/3/16	L. Scott	Revisions based on feedback from anddiscussion with the Data Subcommittee
0.8	6/17/16	L. Scott	Revisions based on direction from the CHHS Governance Advisory Council and input from theCHHS Risk Management Committee
0.9	7/5/16	P. Cervinka	Revisions based on clarification from the CHHSGovernance Advisory Council
0.10	7/11/16	L. Scott	Formatting and citations edits to be consistentwith previous version 0.8
1.0	9/23/16	L. Scott	Revisions based on direction from the CHHSUndersecretary. Approved as Version 1.0 forimplementation.

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1) Purpose

The California Health and Human Services Agency (CHHS) Data De-identification Guidelines (DDG) describes a procedure to be used by departments and offices in the CHHS to assess data for public release. As part of the document, specific actions that may be taken for each step in the procedure are described. These steps are intended to assist departments in assuring that data is de-identified for purposes of public releasethat meet the requirements of the California Information Practices Act[1] (IPA) and the Health Insurance Portability and Accountability Act[2] (HIPAA) to prevent the disclosure ofpersonal information.
Additionally, the DDG support CHHS governance goals to reduce inconsistency of practices across departments, align standards used across departments, facilitate therelease of useful data to the public, promote transparency of state government, and support other CHHS initiatives, such as the CHHS Open Data Portal.

2) Background

CHHS implemented an agency-wide governance structure in October, 2014. The governance structure acts both in a decision-making and advisory capacity to Agency leadership and its departments and offices. Implementation of the governance framework supports information technology (IT) initiatives that are more tightly aligned with meeting business objectives, enhanced project prioritization and improved strategicIT investment decisions. The Executive Sponsor is the Undersecretary of CHHS. The Advisory Council consists of representatives of senior leadership from departments andoffices in the Agency. There are five subcommittees that report to the Advisory Council,which include the Portfolio, Procurement, Infrastructure, Risk Management and Data Subcommittees. The Data De-identification Workgroup was convened by the Data Subcommittee with representation from all departments and offices in CHHS.
CHHS is engaged in improving transparency and public reporting through the Open Data Portal. As described in the CHHS Open Data Portal Handbook, not all data is suitable for use on the open data portal. Data is Publishable State Data if it meets one of the following criteria: (1) data that are public by law such as via the Public Records Act[3] (PRA) or (2) the data are not prohibited from being released by any laws, regulations, policies, rules, rights, court order, or any other restriction. Data shall not be

[1] Civ. Code § 1789 et seq.

[2] HIPAA Privacy Rule is located at 45 CFR Part 160 and Subparts A and E of Part 164

[3] Gov. Code 6250 et seq.

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released if it is restricted due to the HIPAA, state or federal law. Data tables may fallinto one of three categories:[4]

- Level One: Data tables that can be released to the public and published withoutrestriction;
- Level Two: Data tables that have some level of restriction or sensitivity but currently can be made available to interested parties with a signed data useagreement; or
- Level Three: Level three data are restricted due to HIPAA, state or federal law.These data will NOT be accessible through the CHHS Open Data Portal.

Data can change from being Level 3 to Level 1 if appropriate de-identification processesare employed. The CHHS DDG described in this document will support departments and offices in the evaluation of data to determine whether it has been adequately de- identified so that it can be considered Level 1.

3) Scope

Data de-identification practices will be implemented by each department and office (further referred to as department) in the agency. This DDG is the default policy for CHHS departments. If a CHHS department wants to create a department DDG, it musthave appropriate references to departmental processes and the department must file acopy of their DDG with the Office of the Agency Information Officer (OAIO). For example, the Legal Review process and the Departmental Release Procedures for De- Identified Data require additional information to describe these steps within each department. Additionally, a department with programs not covered by HIPAA will not require specific HIPAA references. A department must request DDG consultation from the CHHS peer review team (PRT), described in Section 8: DDG Governance prior to implementation. The PRT is available to review the department's documentation to ensure it is consistent with the principles of the CHHS DDG and meets requirements ofthe California IPA.

The CHHS DDG is focused on the assessment of aggregate or summary data for purposes of de-identification and public release. Aggregate data means collective datathat relates to a group or category of services or individuals. The aggregate data may be shown in table form as counts, percentages, rates, averages, or other statistical groupings.

[4] CHHS' Open Data Portal Handbook, Version 2.1, October 2014, Data Levels Decision Tree, pages 91 and 92.

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Departments are sometimes asked to release record level data. Record level datarefers to information that is specific to a person or entity. For example, a record forJane Doe may include demographics and case information specific to Jane Doe.

However, summary data would include information from Jane Doe combined, or summarized, with data from other individuals. If record level data is to be publicly released, it must be assessed to ensure it is de-identified and does not include PersonalInformation (PI)[5] or Protected Health Information (PHI).[6] Although the DDG is focused on summarized data, it can be used to assist with review of individual or record level data. The record level data should be assessed both for uniqueness of the records andfor the possibility that the data can be used in conjunction with other information available to the requester to identify individuals in the data. Record level data inherentlyhas higher risk than summarized data, even after personal identifiers are removed.

Therefore, record level data for public release should be assessed on a case by casebasis.

CHHS collects, manages and disseminates a wide range of data. The focus for the DDG is on data that includes personal characteristics of individuals who have a legal right to privacy. Personal characteristics include but are not limited to age, race, sex, and residence and other identifiers specified in the IPA and HIPAA and listed in Figure

1. These guidelines will focus on the assessment of personal characteristics that are included in various data sets or tables to assess risk for identification of the individualsto which they pertain.

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[5] Personal Information is defined by California Civil Code section 1798.3 and Government Code section 11015.5.

[6] "PHI" is defined as information which relates to the individual's past, present, or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual, or for whichthere is a reasonable basis to believe can be used to identify the individual. (45 CFR section 160.103)

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Figure 1: Unique Identifiers CA – Personal Information	HIPAA – Safe Harbor (PHI)
Any information that identifies or describes an individual, including but notlimited to:[7] • Name • Social security number • Physical description • Home address • Home telephone number • Education • Financial matters • Medical history • Employment history Electronically collected personal information:[8] • his or her name • social security number • physical description • home address • home telephone number • education • financial matters • medical or employment history • password • electronic mail address • information that reveals any network location oridentity Excludes information relating to individuals who are users serving in a business capacity, including, but not limited to, business owners, officers, or principals of that business.	• Names • All geographic subdivisions smaller than a state, including street address, city, county, precinct, ZIP code, and their equivalent geocodes, except for the initial three digits of the ZIP code if, according to the current publicly available data from the Bureau of theCensus: – The geographic unit formed by combining all ZIPcodes with the same three initial digits contains more than 20,000 people; and – The initial three digits of a ZIP code for all suchgeographic units containing 20,000 or fewer people is changed to 000 • All elements of dates (except year) for dates that aredirectly related to an individual, including birth date, admission date, discharge date, death date, and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older • Telephone numbers • Fax numbers • Email addresses • Social security numbers • Medical record numbers • Health plan beneficiary numbers • Account numbers • Certificate/license numbers • Vehicle identifiers and serial numbers, includinglicense plate numbers • Device identifiers and serial numbers • Web Universal Resource Locators (URLs) • Internet Protocol (IP) addresses • Biometric identifiers, including finger and voice prints • Full-face photographs and any comparable images • Any other unique identifying number, characteristic,or code

7 California Civil Code 1798.3 (a)

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[8] California Government Code 11015.5 (d) (1)

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Assessing the risk of an unauthorized disclosure that violates an individual's right to privacy and/or confidentiality, as provided by statute, may be achieved by associatingpersonal characteristics with a person's identity or attributes. When these characteristics can successfully confirm an individual's identity in a publicly released data set, then release of this data results in disclosure of personal information.
Less obvious qualities in data sets and elements that may be used to identify individualsor groups can present uniqueness in data. Individual uniqueness in the released data and in the population is a quality that helps distinguish one person from another and is directly related to re-identification of individuals in aggregate data. Disclosure risk becomes a concern when released data reveal characteristics that are unique in both the released data and in the underlying population. The risk of re-identifying an individual or group of individuals increases when unique or rare characteristics are "highly visible", or are readily accessible by the general public without any special or privileged knowledge. Unique or rare personal characteristics (e.g., height above 7 feet)or information that isolate individuals to small demographic subgroups (e.g., American Indian Tribal membership) increase the likelihood that someone can correctly attribute information in the released data to an individual or group of individuals.[9]

Assessment of variables and their uniqueness

There are a number of variables that are unique to individuals that have been identifiedin various laws and are considered identifiers (PI/PHI). There are two primary laws thatdescribe identifiers, shown in Figure 1, in California: the IPA and the federal HIPAA. Other variables that are commonly used to publish information to the public have been called quasi-identifiers because while they are not unique by themselves, they can become unique in the right combination. The variables shown in the Publication Scoring Criteria in Figure 6 can be considered quasi-identifiers and will be discussed further in Sections 4 and 6.

Assessment of risk in the context of maximizing the usefulness of the information presented

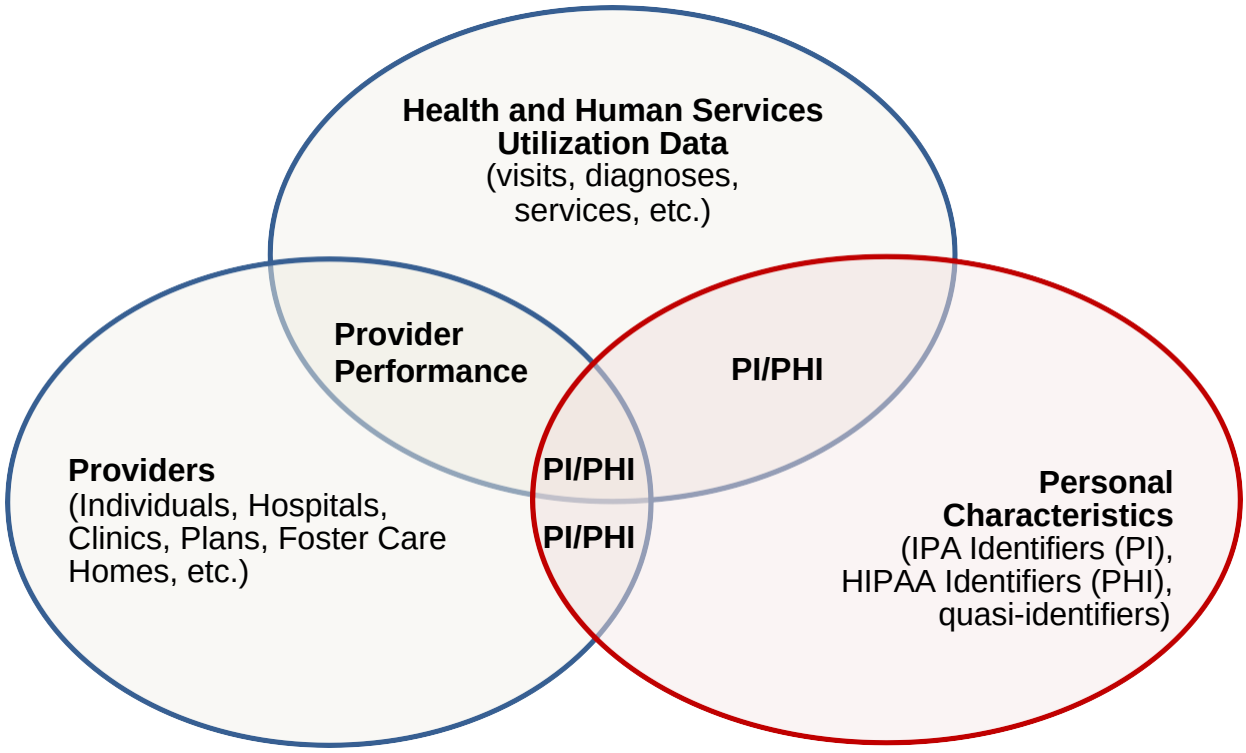
The removal of PI and PHI from datasets is often considered straight-forward, because as soon as data is aggregated or summarized the majority of the data fields defined as identifiers in the IPA and HIPAA are removed. However, various characteristics of individuals may remain that alone or in combination could contribute to identifying individuals. These characteristics have been described as quasi-identifiers. Figure 2 helps demonstrate the quasi-identifier concept. For instance, there is interest in reporting about providers, where providers may be individuals, clinics, group homes, or other entities. Each of these providers has a publicly available address and has publicly

[9] Introduction to Statistical Disclosure Control, Temple et al. 2014

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available characteristics. While patients may come to a provider from anywhere, they typically will visit providers within a certain distance of their residence. Thus, by publiclypublishing details on providers, data miners with malicious intent would have a targetedgeography that lists locality information, types of services offered and received, and demographic information about patients. To expand on this example, data that states a provider saw two patients with heart disease does not indicate who had the heart disease nor does it reveal the identity of the two patients amongst the thousands of patients that provider sees. However, datasets that display a provider within a given region with two Black or African American female patients under age 10 with heart disease may release enough personal characteristics about the patients to successfullyreveal their identity. These compounding patient details released about providers that give geography information (address), health condition (heart disease), and person- based characteristics (quasi-identifiers) of the patients puts the dataset in the overlapping area of the diagram of Figure 2. This overlap, consequently, highlights potential risks associated with seemingly innocent summary data.

Figure 2: Relationship of Types of Reporting Variables



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4) Statistical De-identification

The DDG describes a procedure, the Data Assessment for Public Release Procedure shown in Figure 5, to be used by departments in the CHHS to assess data for public release. This section, section 4, describes specific actions that may be taken for each step in the procedure with additional supporting information being described in sections5, 6 and 7. These steps are intended to assist departments in assuring that data is de- identified for purposes of public release that meet the requirements of the California IPAto prevent the disclosure of personal information.
The Data Assessment for Public Release Procedure includes the following steps:

1. Review the data to determine if it includes personal characteristics, directly orindirectly, that can be tied back to an individual;
2. If there is concern for personal characteristics, then assess the data for smallnumerators or denominators;
3. If there is concern for small numerators or denominators, assess potential risk ofdata release;
4. If there is potential risk identified, assess the need to apply statistical maskingmethods to de-identify the data;
5. Following statistical de-identification, the data release is reviewed by legal if indicated in departmental procedures; and,
6. After statistical de-identification, the data is reviewed and approved for releasebased on program and policy criteria pursuant to departmental procedures.

The steps above are represented in a step-wise process shown in Figure 5. Each stepis described in further detail in section 4.1 through 4.6.
Data summaries that originate from data which includes personal identifiers must be de-identified before release to the public. Additionally, data summaries about conditions experienced by individuals must be adequately de-identified to prevent re-identification of individuals represented by the summarized data. Various statistical methods are available to statistically de-identify data.
Summarized data may be reviewed in the context of the numerator and the denominatorfor the given presentation. The numerator represents the number of events being reported while the denominator represents the population from which the numerator is taken. For example, if it is reported that there are 50 cases of diabetes in California then the numerator would be the number of cases (50) and the denominator would be the number of people in California that could have diabetes (more than 38 million people since diabetes can occur at any age or sex). While the numerator is relatively

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straight-forward to identify, the denominator can be difficult. Data summaries are frequently presented in tables in which numerators and denominators may be identified.
The numerator is typically the value in each table cell. However, the denominator canbe difficult to identify given the various ways in which tables are prepared. Two examples of tables, Figure 3 and Figure 4, show the numerators and denominators insample tables.

Figure 3: Illustration of numerators and denominators in a table.

Year	# of Medi-Cal Members in Fee For Service (in thousands)	# of Medi-Cal Members in Managed Care (in thousands)
2012	2,775	4,853
2011	3,067	4,527

Column Headings

Table Cell

Row Headings

# of Medi-Cal Members in Fee For

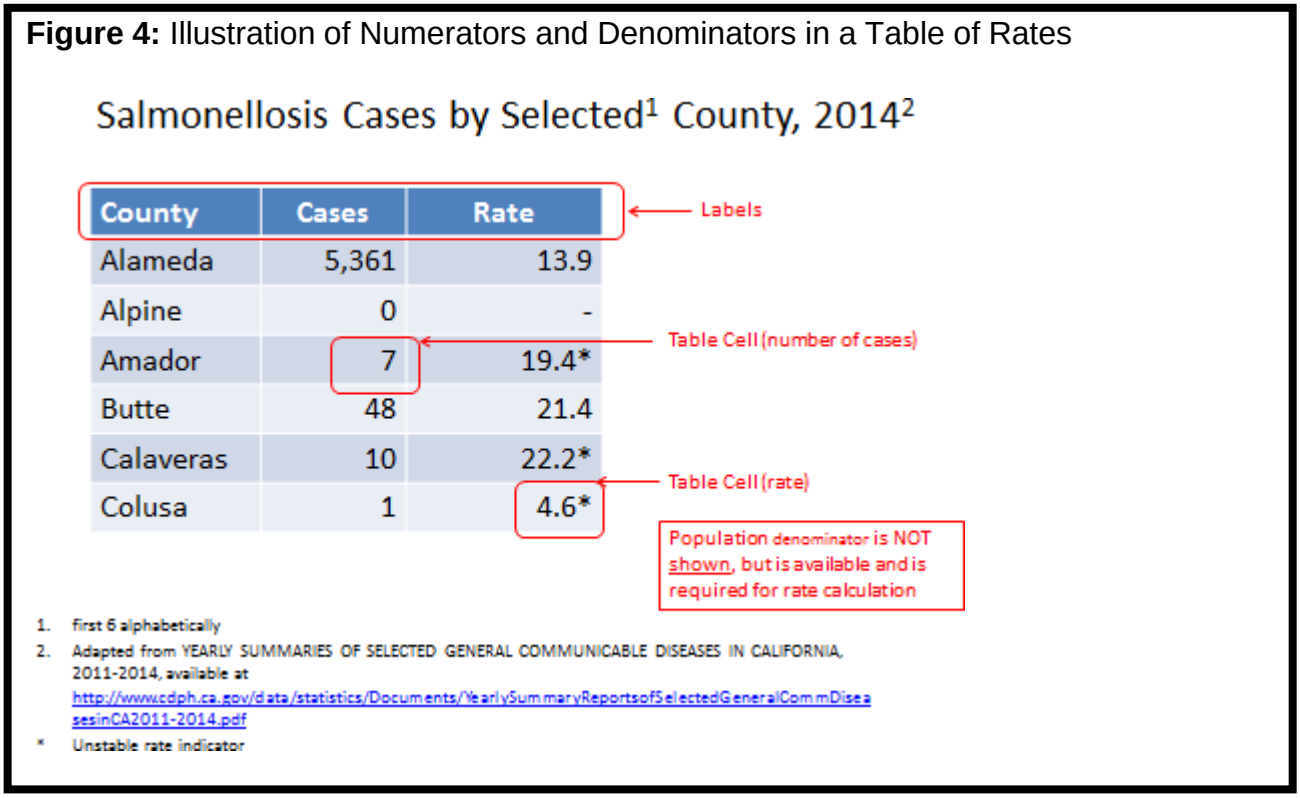
Numerator	**Service (in thousands)**	**2,775**
Denominator (in thousands)	**# Medi-Cal Members in 2012**	**7,628**

Figure 3 shows an example table with the numerator and the denominator highlighted. The Cells in the table are the boxes with values in them, as opposed to the row and column headings. The row headings are 2012 and 2011. The column headings are Year, # of Medi-Cal Members in Fee For Service (in thousands) and Number of Medi- Cal Members in Managed Care (in thousands). In Figure 3, “2,775” is the value in a table cell and represents a numerator. The sum of the row for year 2012 (2,775 + 4,853 = 7,628) represents a denominator. In this context, the denominator may represent rowtotals, column totals or the total occurrences in the data set released. Data in Figure 3 comes from the “Trend in Medi-Cal Program Enrollment by Managed Care Status - for Fiscal Year 2004-2012, 2004-07 - 2012-07.” [10]
Figure 4 shows another type of table that contains rates. In this case, the numerator isthe number of Salmonella cases for a sample of California Local Health Jurisdictions in2014. The table also includes the rate of Salmonella for these jurisdictions. In order to calculate the rate, the population size of each jurisdiction is required, but is not shown directly in this table. The population denominator is an important element for data de- identification.

[10] Report Date: July 2013 http://www.dhcs.ca.gov/dataandstats/statistics/Documents/1_6_Annual_Historic_Trend.pdf

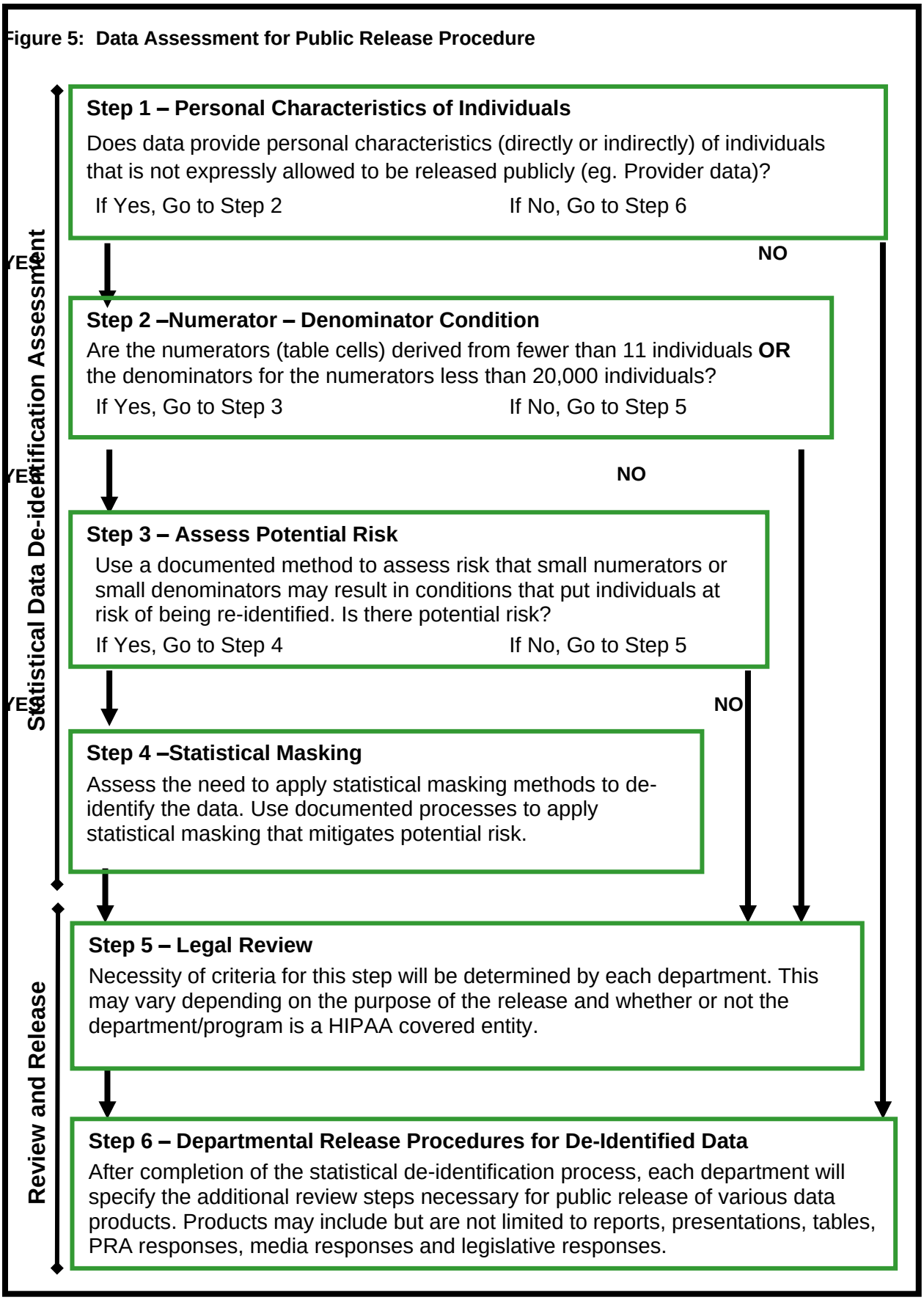
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Figure 4: Illustration of Numerators and Denominators in a Table of Rates



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Figure 5: Data Assessment for Public Release Procedure



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4.1 Personal Characteristics of Individuals

As described in Section 3 and Figure 2, personal characteristics of individuals introducethe most significant risk with respect to identifying individuals in a data set. The following are examples of personal characteristics.

- Identifiers as defined in CA IPA
- Identifiers as defined in HIPAA
- Demographics typically reported in census and other reporting
  - Race
  - Ethnicity
  - Language Spoken
  - Sex
  - Age
  - Socio-economic status as percent of poverty

Personal characteristics are those characteristics that are distinctive to a person and may be used to describe that person. Personal characteristics include a broader set of information than those data elements that may be specifically defined as identifiers (such as, driver license, address, birth date, etc.). Personal characteristics may also beinferred from characteristics related to provider or utilization data. For example, if presented with information about a provider that only sees women, it can be inferred that the clients are women even if that is not specifically stated in the data presentation.

4.2 Numerator – Denominator Condition

The Numerator – Denominator Condition represents a combination of both the Numerator Condition and Denominator Condition and for which both conditions must bemet or else a more detailed assessment is required. This may be considered as an initial screening of a data set.
Numerator – number of events with the characteristics of the given row and columnDenominator – the population from which the events arise.
The Numerator Condition sets a lower limit for the cell size of cells displayed in a table.The DDG has set this limit as any value representing aggregated or summarized records which are derived from less than 11 individuals (clients). Of note, values of zero (0) are typically shown since a non-event cannot be identified.
The Denominator Condition sets a minimum value for the denominator. The DDG hasidentified the lower limit for the denominator to be a minimum value of 20,000.
Since this is a Numerator – Denominator Condition, both the minimum cell size for thenumerator and denominator must be met. If these conditions are met, the table can move to Step 5 for consideration for release to the public. If either the numerator of denominator condition is not met, then the review of the data must proceed to Step 3.

4.3 Assess Potential Risk

This step requires the use of a documented method to assess the risk that small numerators or small denominators may result in conditions that put individuals at risk ofbeing re-identified.
Assessment of potential risk for a given data set must take into account a range of contributing considerations. This includes understanding particular characteristics of a given data set that is being released. For example, if the potential values for a specificpersonal characteristic, such as race, results in many small numbers in data set A but does not in data set B, then the risk may be low for data set B and high for data A if thegroupings of the personal characteristics include the same categories. For this reason, each department or program may set different values for risk based on the underlying distribution of these variables in the data sets of interest.

There are many methods used to assess potential risk. Many of the methods that are inuse throughout the country are described in the various references provided in Section 15. While each department will document the method(s) chosen for use, the followingdescription of the Publication Scoring Criteria is provided as an example and may be adopted by departments as a method to assess potential risk.

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Publication Scoring Criteria: Example of tool to assess potential risk

The Publication Scoring Criteria is used to identify the presence of small values that areconsidered sensitive in order to facilitate the assessment of potential risk. The Publication Scoring Criteria combines a number of conditions that increase the risk of agiven data table and allows the department to evaluate those risks in combination with each other. The variables included in the Publication Scoring Criteria are those variables routinely used to publish data but are not all inclusive.

A variable is a symbol representing an unknown numerical or categorical value in an equation or table. A given variable may have different ranges assigned to it. Rangesassigned to the variable may be defined many ways which may increase or decreasethe risk of identification of an individual represented in the table. This is seen in the Publication Scoring Criteria in that ranges for variables which will produce smaller groupings have a higher score.

The Publication Scoring Criteria in Figure 6 quantifies with a score two identification risks: size of potential population and variable specificity. The Publication Scoring Criteria is used to assess the need to perform statistical masking as a result of a smallnumerator, small denominator, or both. The Publication Scoring Criteria takes into account both variables associated with numerators, such as Events, and with denominators, such as Geography.

This method requires a score less than or equal to 12 for the data table to be releasedwithout additional masking of the data. Any score over 12 will require the use of statistical masking methods described in section 4.4 or documentation regarding the specific characteristics of the data set that mitigate the risk.

When identifying the score for each variable, use the highest scoring criteria. For example if a table had age groups of 0 to 11 years, 12 to 14 years, and 15 to 18 years then the score for the “age range” variable would be +5 because the smallest age rangeis 12 to 14, which is an age range of three years.

If a variable has greater granularity than the score listed, use the highest score listed. For example, if the variable “Time” has a frequency of “weekly” then the score would be +5 which is the maximum score associated with the most granular level (monthly) of thevariable in the Publication Scoring Criteria.

In addition to assessing the granularity of each variable, the interaction of the variablesis also important. As discussed later in section 6.4, decreasing the granularity or the number of variables are both techniques for increasing the values for the numerators. The final criteria in Figure 6 is that for Variable Interactions. This provides for a subtraction of points if the only variables presented are the events (numerator), time and geography and an addition of points for including more variables in a given presentation. With respect to the subtraction of points, the score is based on the minimum value for the Events variable. For example, if the smallest value for the Events is 5 or more, then the score would be -5. However, if the smallest value for theEvents is 2, then the score would be 0. This is discussed in more detail in Section 6.2. In assessing risk, the scoring can be part of the justification to release or not release data but should not by itself be an absolute gateway to the release data. The review must take into account additional considerations including those that are discussed inthis document in addition to the scoring.

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Figure 6: Publication Scoring Criteria

Variable	Characteristics	Score
Events (Numerator)	1000+ events in a specified population	+2
	100-999 events	+3
	11-99 events	+5
	<11 events	+7
Sex	Male or Female	+1
Age Range	>10-year age range	+2
	6-10 year age range	+3
	3-5 year age range	+5
	1-2 year age range	+7
Race Group	White, Asian, Black or African American	+2
	White, Asian, Black or African American, American Indian or Alaska Native,Native Hawaiian or Other Pacific Islander, Mixed	+3
	Detailed Race	+4
Ethnicity	Hispanic or Latino - yes or no	+2
	Detailed ethnicity	+4
Race/Ethnicity Combined	This applies when race and ethnicity are collected in a single data field	
	White, Asian, Black or African American, Hispanic or Latino	+2
	White, Asian, Black or African American, Hispanic or Latino, American Indianor Alaska Native, Native Hawaiian or Other Pacific Islander, Mixed	+3
	Detailed Race/Ethnicity	+4
Language Spoken	English, Spanish, Other Language	+2
	Detailed Language	+4
Time – Reporting Period	5 years aggregated	-5
	2-4 years aggregated	-3
	1 year (e.g., 2001)	0
	Bi-Annual	+3
	Quarterly	+4
	Monthly	+5
Residence Geography*	State or geography with population >2,000,000	-5
	Population 1,000,001 - 2,000,000	-3
	Population 560,001 - 1,000,000	-1
	Population 250,000 - 560,000	0
	Population 100,000 - 250,000	+1
	Population 50,001 - 100,000	+3
	Population 20,001 - 50,000	+4
	Population ≤ 20,000	+5
Service Geography*	State or geography with population >2,000,000	-5
	Population 1,000,001 - 2,000,000	-4
	Population 560,001 - 1,000,000	-3
	Population 250,000 - 560,000	-1
	Population of reporting region 20,001 - 250,000	0
	Population of reporting region ≤20,000	+1
	Address (Street and ZIP)	+3
Variable Interactions	Only Events (minimum of 5), Time, and Geography (Residence or Service)	-5
	Only Events (minimum of 3), Time, and Geography (Residence or Service)	-3
	Only Events (no minimum), Time, and Geography (Residence or	0

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	Service)	
	Events, Time, and Geography (Residence or Service) + 1 variable	+1
	Events, Time, and Geography (Residence or Service) + 2 variable	+2
	Events, Time, and Geography (Residence or Service) + 3 variable	+4

***** If the geography of the reporting is based on the residence of the individual, use the "Residence Geography". If the geography of the reporting is based on the location of service, use the "Service Geography".

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4.4 Statistical Masking

If Step 3 determined that the data set has a risk that small numerators or small denominators may result in conditions that put individuals at risk of being re-identified, then the data set must be assessed to determine the need for statistical masking of those small values and complimentary values. In performing the statistical masking, thedata producer must consider what level of analysis may be sacrificed in order to produce a table with lower risk. Initial considerations for statistical masking are described below. For additional methods related to statistical masking, please see Section 6.4.

Reduce Table Dimensions

If there are more dimensions present in the table than necessary for the vast majority ofanalysis, the data producer should consider reducing the number of dimensions in a single table and produce multiple tables each with a subset of the dimensions in the table that resulted in small cells. For example, if there are six dimensions of interest for study, but a table that crosses all six dimensions produces a large number of small cells, the data producer could consider producing several tables each of which crosses four dimensions. This is especially effective if there are very few analytic questions requiring a cross section of all six variables.

Reduce Granularity of Variable(s), aka Recoding or Aggregation

An alternative approach to addressing small cells in a table is to reduce the number of levels of a particular dimension. This is especially useful for dimensions with a large number of levels that can be easily aggregated to fewer levels and maintain much of their utility. Geographic variables such as state or county can often be recoded into regional variables that still serve the analytic needs of the data user. It is also the only table restructuring option for tables with only two or three dimensions which have limitedopportunities for table dimension reduction.

It should be noted that these actions can be used alone or in tandem to reduce, orcompletely eliminate, small cells within a table.

Cell Suppression and Complementary Cell Suppression

There will be cases where not all small cells can be eliminated by reducing granularity of dimensions or the number of dimensions present in a table. In these cases it will be necessary to suppress small cells and perform complementary suppression to ensure that precise values of small cells cannot be calculated using the values of unsuppressedcells and marginal values. In the simplest case this means ensuring that each column and row of a two dimensional table has at least two suppressions. This ensures that the precise values of the suppressed cells cannot be calculated. Complementarysuppressions are often selected using one of the methods listed below.

1. The ‘analytically least interesting’ level of a particular dimension. This is often,‘other’, or ‘I don’t know’.
2. The smallest cell available for complementary suppression. This is based on minimizing the ‘information loss’.
3. The cell most similar to the cell needing complementary suppression, such as adjacent age groups. This can produce complementary suppression that may beeasier to interpret.

4.5 Legal Review

Necessity of criteria for this step will be determined by each department. This may vary depending on the purpose of the release and whether or not the department orprogram is a HIPAA covered entity or not. See Section 7 for further discussion.

4.6 Departmental Release Procedure for De-identified Data

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After completion of the statistical de-identification process, each department will specify the additional review steps necessary for public release of various data products. Products may include but are not limited to reports, presentation, tables,PRA responses, media responses and legislative responses. See Section 7 for further discussion.

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5) Types of Reporting

CHHS programs develop a wide range of information based on different types of data. This is reflected in the various categories shown on the entry page for the CHHS OpenData Portal, which include:

- Diseases and Conditions
- Facilities and Services
- Healthcare
- Workforce
- Environmental
- Demographics
- Resources

Various types of reporting may or may not have a connection to personal characteristicsthat would create potential risk of identifying individuals.

5.1 Variables

The following list of variables is important to consider when preparing data for release.

Personal characteristics	Event characteristics
Age	Number of events
Sex	Location of event
Race	Time period of event
Ethnicity	Provider of event
Language Spoken	
Location of Residence	
Education Status	
Financial Status	

As stated previously, variables that are personal characteristics may be used to determine a person's identity or attributes. When these characteristics are used to confirm the identity of an individual in a publicly released data set, then a disclosure of an individual's information has occurred. Individual uniqueness in the released data and in the population is a quality that helps distinguish one person from another and is directly related to re-identification of individuals in aggregate data. Disclosure risk is a concern when released data reveal characteristics that are unique in both the released data and in the underlying population. The risk of re-identifying an individual or group ofindividuals increases when unique or rare characteristics are "highly visible", or otherwise available without any special or privileged knowledge. Unique or rare personal characteristics (e.g., height above 7 feet) or information that isolate individualsto small demographic subgroups (e.g., American Indian Tribal membership) increase the likelihood that someone can correctly attribute information in the released data to anindividual or group of individuals.

Variables that are event characteristics are often associated with publicly availableinformation.

Therefore, increased risk occurs when personal characteristics are combined with enough granularity with event characteristics. One could argue that if no more than twopersonal characteristics are combined with event characteristics then the risk will be lowindependent of the granularity of the variables. This hypothesis will need to be tested using various population frequencies to quantify the uniqueness of the combination of variables both the in the potential data to be released as well as in the underlying population.

5.2 Survey Data

Survey data, often collected for research purposes, are collected differently than administrative data and these differences should be considered in decisions aboutsecurity, confidentiality and data release.

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Administrative data sources (non-survey data) such as: vital statistics (e.g. births and deaths), healthcare administrative data (e.g. Medi-Cal utilization; hospital discharges), reportable disease surveillance data (e.g. measles cases) contain data for all persons inthe population with the specific characteristic or other data elements of interest. Most ofthe discussions in this document pertain to these types of data.

On the other hand, surveys (e.g. the California Health Interview Study) are designed totake a sample of the population, and collect data on characteristics of persons in the sample, with the intent of generalizing to gain knowledge suggestive of the whole population.

The sampling methodology developed for any given survey is generally developed to maximize the sample size with the available resources while making the sample as un- biased (representative) as possible. These sampling procedures that are a fundamentalpart of surveys generally change the key considerations for protection of security and confidentiality. In particular, the main “population denominator” for strict confidentially considerations remains the whole target population, not the sampled population. But, if persons have special or external knowledge of the sampled populations (e.g. that a family member participated in the survey), further considerations may be required.

Also, it is in the context of surveys that issues of statistical reliability often arise—whichare distinct from confidentially issues, but often arise in related discussions.

Of particular note, small numbers (e.g. less than 11) of individuals reported in surveys do not generally lead to the same security/confidentiality concern as in population-wide data, and as such should be treated differently than is described within the Publication Scoring Criteria and elsewhere. In this case a level of de-identification occurs based onthe sampling methodology itself.

5.3 Budgets and Fiscal Estimates

Budget reporting may include both actuals and projected amounts. Projected amounts,although developed with models that are based on the historical actuals, reflect activities that have not yet occurred and, therefore, do not require an assessment for de-identification. Actual amounts do need to be assessed for de-identification. When the budgets reflect caseloads, but do not include personal characteristics of the individuals in the caseloads, then the budgets are reflecting data in the Providers and Health and Service Utilization Data circles of the Figure 2 Venn Diagram and do not need further assessment. However, if the actual amounts report caseloads based on personal characteristics, such as age, sex, race or ethnicity, then the budget reporting needs to be assessed for de-identification.

5.4 Facilities, Service Locations and Providers

Many CHHS programs oversee, license, accredit or certify various businesses, providers, facilities and service locations. As such, the programs report on various metrics, including characteristics of the entity and the services provided by the entity.

- Characteristics of the entity are typically public information, such as location, type ofservice provided, type of license and the license status.
- Services provided by the entity will typically need to be assessed to see if thereporting includes personal characteristics about the individuals receiving theservices. Several examples are shown below.

a) Reporting number of cases of mental illness treated by each facility – if the facility is a general acute care facility then the reporting of the number of casesdoes not tell you about the individuals receiving the services.

b) Reporting number of cases of mental illness treated by each facility – if the facility is a children’s hospital then the reporting of the number of cases does tellyou about the individuals receiving the services.

c) Reporting number of psychotropic medications prescribed by a general psychiatrist does not tell you about the patients receiving the medications.

d) Reporting number of psychotropic medications prescribed by a general psychiatrist to include the number of medications prescribed by the age group, sex or race/ethnicity of the patients receiving the medications does tell you aboutthe patients receiving the medications.

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In (a) and (c) above, assessment for de-identification is not necessary as there areno characteristics about the individuals receiving the services. However, in (b) and
(d) above, the inclusion of personal characteristics which may be quasi-identifiers, especially when combined with the geographical information about the provider, does require an assessment for de-identification.

5.5 Mandated Reporting

CHHS programs are required to provide public reporting based on federal and Californiastatute and regulations, court orders, and stipulated judgments, as well as by various funders. Although reporting may be mandated, unless the law expressly requires reporting of personal characteristics, publicly reported data must still be de-identified to protect against the release of identifying or personal information which may violate federal or state law.

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6) Justification of Thresholds Identified

6.1 Establishing Minimum Numerator and Denominator

The DDG workgroup reviewed the published literature including information from other states and from the federal government. There was a great deal of variation inthe numerical values chosen for the Numerator Condition. While the Centers for Disease Control and Prevention (CDC) WONDER database suppresses cells with numerators less than 10, the National Environmental Public Health Tracking Network suppresses cells that are greater than 0 but less than 6. Examples range from 3 to 40 with many being 10 to 15. The Centers for Medicare and Medicaid Services (CMS) uses a small cell policy of suppressing values derived from fewer than 11 individuals. As stated in a 2014 publication associated with a data release of Medicare Provider Data, "to protect the privacy of Medicare beneficiaries, any aggregated records which are derived from 10 or fewer beneficiaries are excluded from the Physician and Other Supplier PUF [public use file]."[11] Of note, CMS only uses a Numerator Condition.

Just as there is no consistent value for the Numerator Condition, neither is there aconsistent value for the Denominator Condition. Some examples include:

- National Center for Health Statistics (public micro-data) – 250,000
- National Environmental Health Tracking Network – 100,000
- Maine Integrated Youth Health Survey – 5,000

In establishing a minimum denominator to protect confidentiality, the DDG workgroup began by looking at the risk associated with providing geography associated with record level data. As noted in the "Guidance Regarding Methods forDe-identification of Protected HIPAA Privacy Rule", published November, 2012 by the U.S. Department of Health & Human Services, Office for Civil Rights there is varying risk based on the level of zip code and how the zip code is combined with other variables. It has been estimated that the combination of a patient's Date of Birth, Sex, and 5-Digit ZIP Code is unique for over 50% of residents in the United States.[12,13] This means that over half of U.S. residents could be uniquely described just with these three data elements. In contrast, it has been estimated that the combination of Year of Birth, Sex, and 3-Digit ZIP Code is unique for approximately 0.04% of residents in the United States.

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[11] "Medicare Fee-For Service Provider Utilization & Payment Data Physician and Other Supplier PublicUse File: A Methodological Overview," Prepared by: The Centers for Medicare and Medicaid Services,Office of Information Products and Data Analytics, April 7, 2014.

[12] See P. Golle. Revisiting the uniqueness of simple demographics in the US population. In *Proceedingsof the 5th ACM Workshop on Privacy in the Electronic Society*. ACM Press, New York, NY. 2006: 77-80.

[13] See L. Sweeney. K-anonymity: a model for protecting privacy. *International Journal of Uncertainty, Fuzziness, and Knowledge-Based Systems*. 2002; 10(5): 557-570.

14 For this reason, the HIPAA Safe Harbor rule specifies that the 3-Digit ZIP Code can be provided at the record level if the 3- Digit ZIP Code has a minimum of 20,000 people. By aggregating data for a given 3- Digit ZIP Code, the potential for identifying a unique individual is less than 0.04%.

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By combining with the Numerator Condition, the risk becomes less than 0.04% because there will be a minimum of 11 individuals with a particular age and sex forthe 3-Digit ZIP Code. Additionally, most tables will provide additional levels of aggregation further reducing risk. This reduction of risk is discussed further with respect to the Publication Scoring Criteria.

A minimum denominator of 20,000 was chosen as part of the numerator-denominator condition to leverage the risk assessment cited above.

The Numerator-Denominator Condition serves as an initial screening to assesspotential risk for a data set. If this condition is met, additional analysis is not necessary. If the condition is not met, then the analysis proceeds to Step 3.

6.2 Assessing Potential Risk – Publication Scoring Criteria

The Publication Scoring Criteria is provided as an example of a method that meets the requirements of Step 3 in the Data Assessment for Public Release Procedure. Itis a tool to assess and quantify potential risk for re-identification of de-identified databased on two identification risks: size of potential population and variable specificity.The Publication Scoring Criteria is used to assess the need to suppress small cells as a result of a small numerator, small denominator, or both small numerator and small denominator where a small numerator is less than 11 and a small denominatoris less than 20,001. That is why the Publication Scoring Criteria takes into account both numerator (e.g., Events) and denominator (e.g., Geography) variables.

The Publication Scoring Criteria is based on a framework that has been in use by the Illinois Department of Public Health, Illinois Center for Health Statistics. Variousother methods have been used to assess risk and the presence of sensitive or smallcells. Public health has a long history of public provision of data and many methodshave been used. Further discussion of other methods used to assess tables for sensitive or small cells is found in Section 6.3.

This section provides a more detailed review of the criteria that make up thePublication Scoring Criteria.

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[14] See L. Sweeney. Testimony before that National Center for Vital and Health Statistics Workgroup for Secondary Uses of Health information. August 23, 2007.

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Events

Variable	Characteristics	Score
Events	1000+ events in a specified population	+2
	100-999 events	+3
	11-99 events	+5
	<11 events	+7

The Events score represents a score for the numerator. The Events category will bescored based on the smallest cell size in the table.

The lowest value for the Events variable (<11 events) which has the highest score(+7) was chosen to be consistent with the Numerator Condition. The Publication Scoring Criteria is used when the Numerator-Denominator Condition is not met.

Therefore, when the Numerator Condition is not met with respect to the Eventsvariable, a high score is given.

Sex

Variable	Characteristics	Score
Sex	Male or Female	+1

Sex is commonly represented as two categories: male and female. Because the number of categories is small, just knowing a person's reported sex is not enough topose a risk of identifying that person. The score of +1 reflects that inclusion of the variable in a table introduces increased specificity; however, that it only has two potential values gives it a low risk.

In cases where an additional stratification of other/unknown is used for sex, the reviewer will need to assess potential for increased risk based on the inclusion of theadditional stratification.

Although the variable "Sex" is often called "Gender", it should not be confused with the variables "sexual orientation" and "gender identity." According to definitions fromthe American Psychological Association, "Sexual orientation refers to the sex of those to whom one is sexually and romantically attracted" and "Gender identity refers to "one's sense of oneself as male, female, or transgender."[15]

[15] Definition of Terms: Sex, Gender, Gender Identity, Sexual Orientation; Excerpt from: The Guidelines for Psychological Practice with Lesbian, Gay, and Bisexual Clients, adopted by the APA Council of Representatives, February 18-20, 2011. http://www.apa.org/pi/lgbt/resources/sexuality-definitions.pdf

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Additional information is provided from San Francisco County at https://www.sfdph.org/dph/files/hc/HCFinance/agendas/2014/August%205/pdf%20rev%20072514%20re%20age%20adopted%20090313%20-%20SFDPH%20Sex%20and%20Gender%20Guidelines.pdf. Age Range

Variable	Characteristics	Score
Age Range	>10-year age range	+2
	6-10 year age range	+3
	3-5 year age range	+5
	1-2 year age range	+7

Age ranges receive a higher score for smaller ranges of years due to the increasedrisk for identification. Of note, the HIPAA Safe Harbor method specifically identifies the following as an identifier: "All elements of dates (except year) for dates that are directly related to anindividual, including birth date, admission date, discharge date, death date, and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older." Although dates are included in the Safe Harbor list, age (<90 yearsold) is not. The risk score to age ranges reflects the two components of the scoring criteria: size of the potential population and the variable specificity.

Race Group and Ethnicity

Race Group	White, Asian, Black or African American	+2
	White, Asian, Black or African American, American Indian or Alaska Native, NativeHawaiian or Other Pacific Islander, Mixed	+3
	Detailed Race	+4
Ethnicity	Hispanic or Latino - yes or no	+2
	Detailed ethnicity	+4
Race/Ethnicity Combined	This applies when race and ethnicity arecollected in a single data field	
	White, Asian, Black or African American,Hispanic or Latino	+2
	White, Asian, Black or African American, Hispanic or Latino, American Indian or AlaskaNative, Native Hawaiian or Other Pacific Islander, Mixed	+3
	Detailed Race/Ethnicity	+4

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Race and Ethnicity are collected in a number of different ways on the different stateand federal data collection tools. At the federal level, starting in 1997, Office of Management and Budget required federal agencies to use a minimum of five race categories:

- White,
- Black or African American,
- American Indian or Alaska Native,
- Asian, and
- Native Hawaiian or Other Pacific Islander.

Ethnicity asks individuals if they are Hispanic or Latino. Additional specificity forEthnicity may be requested.

The California population in general is approximately:[16]

- 40% White
- 13% Asian
- 6% Black or African American
- <1% American Indian
- <1% Native Hawaiian and other Pacific Islander
- 37% Hispanic or Latino

Based on these percentages, Race Group at the level of White, Asian and Black or African American is given a score of +2 because the Asian and Black or African American groups are relatively small. If the reporting is for the OMB standard categories, White, Asian, Black or African American, American Indian or Alaska Native,Native Hawaiian or Other Pacific Islander, and Mixed, then the score is +3. If more specificity is requested for Race Groups the score is +4 because the other groups are much smaller at less than 1% of the overall population. Similarly, for the Hispanic or Latino Ethnicity the score is a +2 for a yes or no answer, whereas more detailed ethnicity results in a higher score of +4.

For Race/Ethnicity Combined fields, the scoring is +2 for the groups White, Asian, Black or African American, Hispanic or Latino. The score is +3 for the OMB standard categories with Hispanic or Latino, White, Asian, Black or African American, AmericanIndian or Alaska Native, Native Hawaiian or Other Pacific Islander, and Mixed. The score is +4 for more detailed categories.

[16] Based on Year 2010 from the State of California, Department of Finance, Report P-1 (Race): State and County Population Projections by Race/Ethnicity, 2010-2060. Sacramento, California, January 2013

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Race and Ethnicity demographics may vary significantly based on geography as wellas based on particular conditions. So although the scoring criteria presents a guideline for assessing risk, the population frequencies for the specific geography and/or condition should also be taken into account. Appendix C provides the countyspecific demographics produced by Department of Finance for reference.

Three scenarios are presented to help demonstrate how to use the three race groupand ethnicity scoring criteria.

First Scenario – Complete Cross-Tabulation between Race and EthnicityConsider this table:

	Hispanic	Non-Hispanic	
Black	50	250	300
White	200	1000	1200
Asian	5	95	100
	255	1345	1600

This is the most granular you can get, so you would add both the Race and Ethnicityscore to the overall total for your scoring metric (i.e. greatest risk for re- identification). Note that you can replace “Ethnicity” with “Sex” and the principle still applies—you have a cross-tabulated table of Race and Sex.
Second Scenario – Race and Ethnicity merged into exclusive categories.

Usually the algorithm is that Ethnicity trumps Race when categorizing. This results ina Hispanic category, with the other categories effectively becoming “Non-Hispanic Race.” So the above table would become:

- Black 250
- White 1000
- Asian 95
- Hispanic 255

This is when you would use the combined Race/Ethnicity score in the guidelines foryour scoring metric.
Third Scenario – No Interaction between Race and EthnicityIf you did this, the above table would become:

- Black 300
- White 1200
- Asian 100
- Hispanic 255

Note that this is the only scenario where you can’t add up all the categories to get a total population. Also you would need to run the scoring metric separately for your Race-only and Ethnicity-only datasets. Like the First Scenario, you can replace Ethnicity with Sex and it still makes sense—you now have two tables, one displayingRace and the other Sex, with no interaction between the two—which lessens the Small Cell Size problem.

Language Spoken

Variable	**Characteristics**	**Score**
Language Spoken	English, Spanish, Other Language	+2
	Detailed Language	+4

Language spoken is captured in a variety of data systems to support individuals in receiving services in the language they speak. The following table is taken from the report: Medi-Cal Beneficiaries by Primary Language Report of October, 2010.[17] Thisfrequency distribution was used to determine the groupings for the scoring above.

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Language Spoken	Count of Medi-Cal Members	Percent of Count
Total	**7,835,022**	**100.00**
English	4,135,060	52.78
Spanish	2,840,758	36.26
Vietnamese	141,289	1.80
Cantonese	85,750	1.09
Armenian	65,096	0.83
Russian	41,252	0.53
Tagalog	39,361	0.50
Mandarin	35,330	0.45
Hmong	33,594	0.43
Korean	27,814	0.35
Farsi	26,123	0.33
Arabic	23,929	0.31
Cambodian	20,476	0.26
Lao	8,355	0.11
Other Chinese	7,483	0.10
Mien	3,803	0.05
Sign Language	2,637	0.03
Thai	1,940	0.02
Portuguese	1,666	0.02
Ilocano	1,661	0.02

17 http://www.dhcs.ca.gov/services/MH/InfoNotices-Ltrs/Documents/InfoNotice-PrimaryLang-Enclosure1.pdf

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Language Spoken	Count of Medi-Cal Members	Percent of Count
Samoan	1,306	0.02
Japanese	1,215	0.02
French	653	0.01
Turkish	376	0.00
Hebrew	367	0.00
Polish	275	0.00
Italian	252	0.00
Other and unspecified	287,201	3.67

Based on the above numbers, the majority of individuals speak English or Spanish.Therefore if the table includes “English”, “Spanish”, and “Other Language” as the categories for “Language Spoken”, then the score is +2 which is comparable to reporting Hispanic or Latino Ethnicity as a “Yes or No”.

As noted for Race and Ethnicity demographics, language spoken demographics mayvary significantly based on geography as well as based on particular conditions. So although the scoring criteria presents a guideline for assessing risk, the population frequencies for the specific geography and/or condition should also be taken into account.

If more specificity for Language Spoken is being requested with respect to reportingon the other languages in the table above, the request will need to be reviewed on acase by case basis. The additional review is necessary given the variability of language spoken by different populations or geographies and the consideration for potential increased risk of identification.

Time – Reporting Period

Variable	Characteristics	Score
Time – Reporting Period	5 years aggregated	-5
	2-4 years aggregated	-3
	1 year (e.g., 2001)	0
	Bi-Annual	+3
	Quarterly	+4
	Monthly	+5

Many reports are published based on the calendar year. However, the combinationof years of data is an excellent way to provide increased aggregation in a way that allows for more specificity elsewhere, such as county identifiers. Inversely, the smaller the time period in the data, the closer the time period comes to approximating a date. Thus monthly reported data has a high score of +5.

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Of note, the HIPAA Safe Harbor method list includes “All elements of dates (except year) for dates that are directly related to an individual, including birth date, admission date, discharge date, death date, and all ages over 89 and all elements ofdates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older.” This is a potential identifier when in combination with other information. This potential as an identifier influences the higher scores in the Publication Scoring Criteria as the time period foraggregation gets smaller.

The “0” value for this variable is set at one year as this is the criteria for Safe Harborunder the HIPAA de-identification standard.

Geography

Variable	**Characteristics**	**Score**
Residence Geography*	State or geography with population >2,000,000	-5
	Population 1,000,001 - 2,000,000	-3
	Population 560,001 - 1,000,000	-1
	Population 250,000 - 560,000	0
	Population 100,000 - 250,000	+1
	Population 50,001 - 100,000	+3
	Population 20,001 - 50,000	+4
	Population ≤ 20,000	+5
Service Geography*	State or geography with population >2,000,000	-5
	Population 1,000,001 - 2,000,000	-4
	Population 560,001 - 1,000,000	-3
	Population 250,000 - 560,000	-1
	Population of reporting region 20,001 - 250,000	0
	Population of reporting region ≤20,000	+1
	Address (Street and ZIP)	+3

* If the geography of the reporting is based on the residence of the individual, use the“Residence Geography”. If the geography of the reporting is based on the location of service, use the “Service Geography”.

The Geography score, while it may or may not represent the denominator of the table, does provide a reference to the base population about which the reporting isoccurring. This will often be reflected in the title of the table if a statewide table.

Otherwise the geography may be represented in the rows or columns. There are two different scoring sets based on whether the geography reporting is based on theresidence of the individual to which the information applies or to the service location.

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The scores are higher for geography related to residence address because so muchinformation is publicly available about individuals and their address of residence.

For large populations greater than 560,000, which is equivalent to the size of a state,there is a negative score because the size of the denominator masks the individual. The number 560,000 was chosen as a cut-off because this is the size of the smalleststate (Wyoming). We chose to use the cut-off at the smallest state's population because state level reporting is not listed as one of the 18 identifiers the HIPAA Safe Harbor method.

The scores for the service geography are lower because clients can generally comefrom diverse locations for services. Although people often seek services or have health conditions close to their homes, they may also travel extensive distances.

Reviewers do need to make sure that there are not constraints associated with services that would mean the service geography and resident geography are the same. For example, if a program publishes service utilization by county and the county services can only be used by county residents, then the service utilization bycounty is also the county of residence. Scoring should be based on the criteria thatresults in the highest score and thus the highest risk.

Service Geography includes a level of detail that is identified as "Address (Street and ZIP)." This deals with reporting by provider (hospital, clinic, provider office, etc.)Provider addresses are public information and are public at the street address level.A given provider will tend to have a standard catchment area or the geographic boundaries from which most patients come from. This information is published by Office of Statewide Health Planning and Development (OSHPD) [18] for hospitals.

While this addresses where most patients or clients come from, patients or clientsmay also come from outside the catchment area. For that reason this does not score as high as the more detailed geography under Residence Geography.

Variable Interactions

Variable	Characteristics	Score
Variable Interactions	Only Events (minimum of 5), Time, and Geography(Residence or Service)	-5
	Only Events (minimum of 3), Time, and Geography(Residence or Service)	-3
	Only Events (no minimum), Time, and Geography(Residence or Service)	0

[18] Office of Statewide Health Planning and Development (OSHPD), Patient Origin & Market Share Reports, Retrieved from http://www.oshpd.ca.gov/HID/Products/PatDischargeData/PivotTables/PatOrginMkt/default.asp on January 22, 2016.

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	Events, Time, and Geography (Residence or Service) + 1 variable	+1
	Events, Time, and Geography (Residence or Service) + 2 variables	+2
	Events, Time, and Geography (Residence or Service) + 3 variables	+4

This criteria specifically addresses the interaction of the variables in a given datapresentation and requires the analyst to identify dependent as opposed to independent variables. This criteria is used with respect to dependent variables.This is demonstrated in the two tables below.

Illustration A: Dependent Variables

In this example the Event (counts of Disease A) is shown for Males who are also 0-17 years old or Males who are also 18-25 years old. In this case Sex and Age are dependent because the stratification for each variable is stacked. This commonly occurs in pivot tables.

Counts of disease A byyear	Males and 0-17 years old	Males and 18-25 years old	Females and 0-17 years old	Females and 18-25 yearsold
Year 1	6	10	5	8
Year 2	8	14	3	20

Illustration B: Independent Variables

In this example the Event (counts of Disease A) is for Males or Females which is shown side by side to a table with ages 0-17 years old or 18-25 years old. In this case Sex and Age are independent because the stratification for each variable is notstacked. Although the two variables Sex and Age are shown in the same table, theyare presented independently of each other. While you can compile the data in Example B from Example A, the reverse is not true.

Counts of disease A by year	Males	Females	0-17 years old	18-25 yearsold
Year 1	16	13	11	18
Year 2	22	23	11	34

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This criteria is structured to have less impact if personal characteristics outside of time and geography are excluded and more impact if multiple personal characteristics are included. This provides for a subtraction of points if the only variables presented are the events (numerator), time and geography and an additionof points for including more variables in a given presentation. With respect to the subtraction of points, the score is based on the minimum value for the Events variable. For example, if the smallest value for the Events is 5 or more, then the score would be -5. However, if the smallest value for the Events is 2, then the scorewould be 0.

The minimum value for Events of 3 *(Only Events (minimum of 3), Time, and Geography (Residence or Service))* is used as a threshold to address concern for pre-existing knowledge by users about individuals. For example, if an entity knowswho one person is with disease A and the count for Events is "1" or "2", then the entity could identify the person they know of or the person they know of plus information about the other person. The use of a minimum of 3 does not protect against two entities colluding to determine a third person.[19] For this reason, the threshold of 5 for Events is also given. The threshold of 5 is frequently used in public health reporting regarding various events.

In contrast, if additional demographic variables are added, then the risk increases significantly. For example, for Events, Time and Geography (Residence or Service)with three additional variables, a table would show how many individuals are femaleby age group by race for a given time period and geography. This allows for a moredetailed comparison to census data and assessment of the number of individuals with a particular set of characteristics.[20] For this reason, additional points are addedbecause of the inclusion of multiple dependent variables.

Other Variables

Variables other than those specified in the Publication Scoring Criteria can be released only after an additional review by the department's Statistical Expert on a case by case basis. A guideline that can be considered in performing this review isthe following scoring.

[19] NORC, "NORC Recommendations for California Department of Health Care Services (DHCS) Data De-Identification Guidelines (DDG)," January 8, 2016.

[20] NORC, "Case Study: The Disclosure Risk Implications of Small Cells Combined with Multiple Tables or External Data," January 8, 2016.

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Variable	Characteristics	Score
Other Variables	<5 groups or categories	+3
	5-9 groups	+5
	10+ groups	+7

Considerations include not just the number of groups, but also the characteristics ofthe variables. Consider whether the variable represents an aggregation (DiagnosisRelated Groups) or a specific item (ICD-10 Code). Also consider the availability of the variable to the public when also associated with other information, in particular with variables that may be personal characteristics.

6.3 Assessing Potential Risk – Alternate Methods

As noted in Section 6.2, the Publication Scoring Criteria is based on a framework that has been in use by the Illinois Department of Public Health, Illinois Center for Health Statistics. Various other methods have been used to assess risk and the presence of sensitive or small cells. Public health has a long history of public provision of data and many methods have been used. Some of those methods arehighlighted here.

- Ohio Department of Health published a Data Methodology Standards for Public Health Practice.[21] This method is framed around the concept that a Disclosure Limitation Standard for tabulations of confidential Ohio Departmentof Health data shall be suppressed when the table denominator value minus the table numerator value is less than 10.
- Washington State Department of Health published Guidelines for Working with Small Numbers[22] that highlights many topics covered in the CHHS DDGbut also discusses the use of relative standard error (RSE) to assess reliability of data in addition to steps to take protect confidentiality.
- Colorado Department of Public Health and Environment published Guidelinesfor Working with Small Numbers[23] which also addresses many of the same topics.

The size of numerators and denominators vary in each of the documents abovealthough the principles are consistent.

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[21] Ohio Department of Public Health. “Data Methodology for Public Health Practice.” http://www.odh.ohio.gov/~/media/ODH/ASSETS/Files/data%20statistics/standards/methodological%20standards/disclimit.ashx.

[22] Washington State Department of Health. "Guidelines for Working with Small Numbers." N.p., 15 October 2012. Retrieved from http://www.doh.wa.gov/Portals/1/Documents/5500/SmallNumbers.pdf.

[23] Colorado Department of Public Health and Environment. “Guidelines for Working with Small Numbers.” Retrieved from http://www.cohid.dphe.state.co.us/smnumguidelines.html

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6.4 Statistical Masking

Statistical masking provides an extensive set of tools that can be used to mitigate potential risk in a given data presentation. As discussed in Section 4.4, the data releaser will assess the need for statistical masking when the assessment in Step 3identified potential risk. Each department will document statistical masking processes that are routinely used in data preparation for public release.

As discussed in section 4.4, initial methods to address sensitive or small cells, aswell as complimentary cells include the following:

- Reduce Table Dimensions
- Reduce Granularity of Variable(s), aka Recoding or Aggregation
- Cell Suppression and Complementary Cell Suppression

Small cell sizes are typically encountered when one of the following conditions ismet.

a) Multiple variables. This most often occurs in a pivot table presentation or a query interface where a user may have occurrences of disease X, stratified bycounty, stratified by sex, stratified by race and ethnicity.

b) Granular variables. The more granular the variable the smaller the potential numerator and denominator. This most commonly occurs with shortening thetime period of reporting (weekly) or making the geography more specific (zip code or census tract). However, it can also occur when there are many categories for a variable. An example of this is aid codes in Medi-Cal where there are almost 200 aid codes.

c) Rare events. Examples include diseases such as hemophilia. Examples of incidents may result from mass trauma events such as a plane crash or multi-car accident.

In each of these cases, statistical masking may be addressed in a number of ways.For this reason, it is important to keep in mind the purpose for the reporting so thatthe method chosen for masking can still maximize the usefulness of the data provided. Choices for each condition are highlighted below.

a) Multiple variables. Options include separating the table into multiple tables that limit the number of variables included in each table; decreasing the granularity of the variables included in the table; or suppressing the small cellwith an indicator that it is less than 11.

b) Granular variables. A common approach to this situation would be to decrease the granularity of the variables although suppressing the small cellwith an indicator that it is less than 11 is also an option.

c) Rare events. In these cases it becomes very challenging to suppress the value in a way that it will not be able to be used with other public informationto identify individuals. Additionally, with rare events, there is more significance in the variance of small numbers.

In addition to small cells, complementary cells must also be suppressed. Complementary cells are those which must be suppressed to prevent someone frombeing able to calculate the suppressed cell based on row or column totals in combination with other data in that row or column.

Suppressing small cell values and complimentary cells can be done in two ways.

1) Use a symbol to indicate the cell has been suppressed. Identify any other cells (complimentary cells) that can be used to calculate the small cell anduse a symbol to indicate the cell has been suppressed.

2) Use a symbol to indicate the cell has been suppressed or leave the cell blankand remove the value from all pertinent row and column totals so that the cell cannot be calculated. This negates the need for evaluation of complementarycells. This method must be used with great caution because the totals may actually be published in other non-related tables. For this reason the methodis not recommended.

When suppressing values, the following footnote to indicate the suppression isrecommended:

“Values are not shown to protect confidentiality of the individuals summarizedin the data.”

In addition to the above, there are a number of other methods that may be used forStatistical Masking. Methods discussed in the “Statistical Policy Working Paper 22(Second version, 2005), Report on Statistical Disclosure Limitation Methodology” include the following for tables of counts or frequencies and for magnitude data.[24]

Tables of Counts or Frequencies

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- Sampling as a Statistical Disclosure Limitation Method
- Defining Sensitive Cells
  - Special Rules
  - The Threshold Rule
- Protecting Sensitive Cells After Tabulation
  - Suppression

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[24] Federal Committee on Statistical Methodology, Statistical Policy Working Paper 22 – Report onStatistical Disclosure Limitation Methodology. Washington: Statistical Policy Office, Office of Management and Budget, 1994.

  - Random Rounding
  - Controlled Rounding
  - Controlled Tabular Adjustment
- Protecting Sensitive Cells Before Tabulation

Tables of Magnitude Data

- Defining Sensitive Cells – Linear Sensitivity Rules
- Protecting Sensitive Cells After Tabulation
- Protecting Sensitive Cells Before Tabulation

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7) Approval Processes

After completion of the statistical de-identification process, each department will specifythe additional review steps necessary for public release. This may vary depending on the purpose of the release and whether or not the department/program is a HIPAA covered entity.

Recognizing that some data analyses may be published as independent tables while other analyses will be part of larger reports, the final review of all data analyses must follow the department or office procedures for document review in addition to review procedures identified for the implementation of the DDG. The expectation is that the review of data for de-identification will fit into other routine review processes. Reviews outside the DDG portion may vary depending on whether data is being released for a PRA request, to the media, to the legislature, by the program as part of routine reporting, or for other reasons.

Departments and offices may consider the following components for reviews related todata that has been de-identified.

- Statistical Review to Assess De-identification

(for HIPAA entities this may be an Expert Determination Review)

- Legal Review
- Departmental Release Procedures

Statistical Review to Assess De-identification (Steps 1, 2, 3 & 4)

The department or office may designate individuals within the department to provide a statistical review of data products before they are released to ensure the data has beende-identified with methods that are consistent with these guidelines.

For HIPAA covered entities, this will be performed by individuals who are considered experts for the purpose of performing expert determinations in compliance with the HIPAA Privacy Rule, and who meet the Rule's implementation specifications: "A person with appropriate knowledge of and experience with generally accepted statistical and scientific principles and methods for rendering information not individually identifiable" [45 CFR Section 164.514(b)(1)] This expert determination review, according to the regulation's requirements, will be performed by:

"(1) A person with appropriate knowledge of and experience with generallyaccepted statistical and scientific principles and methods for rendering information not individually identifiable:

(i) Applying such principles and methods, determines that the risk is verysmall that the information could be used, alone or in combination with

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other reasonably available information, by an anticipated recipient toidentify an individual who is a subject of the information; and

(ii) Documents the methods and results of the analysis that justify suchdetermination"[25]

When an expert determination review is requested, the Expert Determination Review must include a document that includes the expert's determination that "the risk is very small that the information could be used, alone or in combination with other reasonablyavailable information, by an anticipated recipient to identify an individual who is a subject of the information," attests that the requirements of 45 CFR section 164.514 (b)(1)(i) and (ii) have been met, and includes (or attaches) the documentation requiredby 45 CFR section 164.514(b)(1)(ii). This document must be signed by the expert.

These guidelines provide a starting point for expert determination review; however, the facts of each case chosen for expert determination review must be analyzed on an individual, case-by-case basis by the expert. If followed, the Guidelines may be referenced as part of the documentation used to support the expert determination. The documentation should also include a general description of the principles, methods, andanalyses used, as well as an explanation of the analysis that justifies the expert determination.

The expert determination review may use the Expert Determination Template in Appendix A. The Expert Determination Template includes a confirmation that "the riskis very small that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information."

If methods that have been used to de-identify the data are not described in the Guidelines, then the Expert will need to provide additional documentation that explainsthe statistical and scientific principles and methods used and the results of the additional analysis.

Legal Review (Step 5)

Step 5 in the Data Assessment for Public Release Process provides for a legal review within the department. This may vary depending on the purpose of the release and whether or not the department or program is a HIPAA covered entity or not. This reviewmay assess the data to be released for risk to the Department, and for potential implications on litigation, statutory or regulatory conditions on data release, and other legal considerations that may impact release. Legal Services may review the expert determination documentation to ensure compliance with the HIPAA Privacy Rule as applicable.

Departmental Release Procedures (Step 6)

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[25] 45 CFR section 164.514 (b)

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Step 6 in the Data Assessment for Public Release Process provides for departmental release procedures for de-identified data. After completion of the statistical de- identification process, each department will specify the additional review steps necessary for public release of various data products. Products may include but are not limited to reports, presentation, tables, PRA responses, media responses and legislative responses.

Potential reviews include Public Affairs. Public Affairs is often designated to receive all publications, brochures, or pamphlets intended for public distribution to be printed or reproduced to review the material to determine if it requires Agency Approval or Governor's Office approval. Public Affairs may also be designated to review content toassess the data table for compliance with the Americans with Disabilities Act of 1990[26] (ADA).

Departments may also consider processes for quality assurance reviews: The may apply to data products being added to the web sites to ensure that they have had appropriate reviews and de-identification steps. It may also include reviews of updatedreports. Many reports maintain the same variables and formats but have updated numbers/information on a periodic basis (monthly, quarterly, annually). For these reports, departments may consider a centralized review to ensure data products are consistent with previously reviewed reports and have not had changes that would change the previous assessment.

[26] 42 U.S.C 12101 et seq.

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8) DDG Governance

Governance for DDG will be provided by the Data Subcommittee with support from theRisk Management Subcommittee. The Subcommittees are part of the CHHS governance structure as described in the CHHS Information Strategic Plan.[27] Governance for the CHHS DDG will provide the following support for departments andoffices.

- Maintain the CHHS DDG, which will include updates and revisions to thedocument as well as annual reviews for currency.
- Coordinate integration of the CHHS DDG into the Statewide Health InformationPolicy Manual (SHIPM), Section 2.5.0 De-identification[28] and the CHHS Open Data Handbook.
- Convene a Peer Review Team (PRT).
- Provide for escalation of issues that cannot be resolved by the PRT.

The CHHS PRT will include no more than two representatives from each department oroffice. Membership of the PRT is expected to include individuals with the following background and experience.

- Knowledge of and experience with generally accepted statistical and scientificprinciples and methods for rendering information not individually identifiable.
- Knowledge of and experience with legal principles associated with data de-identification in compliance with California IPA and HIPAA.

The PRT will have the following responsibilities:

- Provide review and consultation regarding a department's DDG to ensure it is consistent with the CHHS DDG. This may be particularly useful if a department incorporates methods for de-identification in the department's DDG that have notalready been documented in the CHHS DDG.
- Provide for escalation and review of data de-identification questions or issuesthat a department is not comfortable resolving independently.
- Develop training tools to be used by departments when developing and implementing department specific DDGs based on the content of the CHHSDDG.

The PRT will not review all disclosures or data released by each department.

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[27] California Health and Human Services Agency, Information Strategic Plan 2016.

[28] http://www.ohi.ca.gov/calohi/ohii-shipm-manual.htm

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9) Publicly Available Data

A critical step in reviewing data for public release is the consideration of what other datamay be publicly available that could be used in combination with the newly released data to identify the individuals represented in the data. This section will highlight some specific data sets that are publicly available that may be used in combination with CHHS data that would contribute to potential increased risk.

Common kinds of data with personal information include: real estate records, individual licensing databases (MD, RN, contractors, lawyers, etc.), marriage records, news (and other) media reports, commercially available databases (data brokers, marketing), courtdocuments, etc.

Vital Records Data

Another common data set for programs to be aware of are the publicly available electronic birth and death indices from Vital Records, as specified in Health and SafetyCode section 102230(b).
The following are provided in the birth record indices:

- First, middle, and last name
- Sex
- Date of birth
- Place of birth

The following are provided in the death record indices:

- First, middle, and last name
- Sex
- Date of birth
- Place of birth
- Date of death
- Place of death
- Father's last name

Other potential sources of publicly available data to consider are informational certifiedcopies of birth and death certificates. In California, anyone can obtain an informational certified copy of birth and death certificates, which are clearly marked as un-authorizedcopies that cannot be used to verify identity. In reality, it is difficult to use these as a dataset for the following reasons:

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- Certified copies of birth and death certificates must be obtained on an individualbasis, and you must be able to identify the record. In other words, an individual cannot simply ask for a stack of certificates for purposes of creating a dataset.

- Certified copies are issued on specialized banknote paper, not in electronicformat, which creates a problem of scale when trying to create a dataset.

- There is a $25 fee for each certified copy of a birth certificate and $21 for a certified copy of a death certificate, which also creates a problem of scale whentrying to create a dataset.

- Certified copies are meant for individual use. A request for a large amount of certificates may generate an investigation among vital records staff as to why somany certificates were requested at once.

CHHS Open Data Portal

As additional data sets are added to the Open Data Portal, programs need to take that information into account when considering potential risk for any given data set. The CHHS Open Data Workgroup will be providing easier access to both lists of data currently on the portal as well as data sets planned for addition to the porta. While significant with over 100 data sets, this is not exhaustive because of the PRA, which allows for an extremely broad amount of information to be released in a sporadic way. So some specificity can occur but not completely. CHHS departments have a duty of due diligence in the de-identification process regarding consideration of published identifiable data, published de-identified data and the soon to be published de-identifieddata.

Listed below are individual records or documents that the Department of Rehabilitationhave available to the public:

- Fair Hearing Decisions include appellant's initials and possibly other information,depending on issue appellant presents for hearing, such as sex, disability, employment, education, vocational rehabilitation services, etc.; and

- Monthly Operating Reports and information therefrom includes names of licensees and financial information regarding the operation of the licensees' operation of vending facilities in the Business Enterprises Program for the Blind.To be eligible for this program, the individuals must be legally blind.

Public Census and Demographic Information

The Demographic Research Unit (DRU) of the California Department of Finance is designated as the single official source of demographic data for state planning and budgeting.[29] The DRU produces the following products which serve as the basis for understanding the population characteristics and distributions that frequently make up the denominators in the review of data sets.

[29] http://www.dof.ca.gov/research/demographic/dru/index.php

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- Estimates - Official population estimates of the state, counties and cities produced by the Demographic Research Unit for state planning and budgeting.

- Projections - Forecasts of population, births and public school enrollment at thestate and county level produced by the Demographic Research Unit.

- State Census Data Center - Demographic, social, economic, migration, and housing data from the decennial censuses, the American Community Survey, theCurrent Population Survey, and other special and periodic surveys.

Commonly Shared Information

With the growth of social media, people frequently share information through tools suchas Facebook, Linked In, and Tweets. While it would be impossible to take into accountall information that people make public about themselves, there is an expectation that acertain amount of information is likely to be in the public domain based on information individuals frequently provide about themselves. Examples of such information include wedding dates, birth dates, education (high school, college) and professional certifications.

Geographic Information

Geographic information is particularly suited to being combined with other geographic information given the relatively standardized was data is coded (latitude, longitude, county, etc.) With the use of mapping tools, various information can be combined in a way that is called a “mash up.” “A mashup, in web development, is a web page, or web application, that uses content from more than one source to create a single new service displayed in a single graphical interface. For example, you could combine the addresses and photographs of your library branches with a Google map to create a mapmashup.[1] The term implies easy, fast integration, frequently using open application programming interfaces (open API) and data sources to produce enriched results that were not necessarily the original reason for producing the raw source data.”[30]

[30] http://en.wikipedia.org/wiki/Mashup_(web_application_hybrid)

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10) Development Process

The CHHS Data Subcommittee requested the convening of the CHHS Data De-Identification Workgroup to develop the DDG.

The DDG Workgroup began with an orientation to the topic of data de-identification and presentations by the DHCS, OSHPD and California Department of Public Health (CDPH) regarding current practices and activities related to data de-identification. The DDG Workgroup used the Public Aggregate Reporting for DHCS Business Reports (PAR-DBR) as a starting point for initial drafts. The PAR-DBR had been developed between April and August, 2014 through a workgroup processes within DHCS with inputand presentations from OSHPD, CDPH, and University of California, Los Angeles California Health Interview Survey. The PAR-DBR served as a basis for this document,including the literature review conducted as part of the development of the PAR-DBR.

The development process was designed to include an updated literature review, case examples and broad discussion among CHHS programs. Publishing data publicly is always a balance between the protection of confidentiality and the usability of the data.

The project timeline for the CHHS DDG Workgroup is below:

3/15/15 Planning Meeting Part 1 – Participants included DHCS, CDPH,OSHPD, OHII
3/20/15 Planning Meeting Part 2 – Participants included DHCS, CDPH,OSHPD, OHII
4/7/15 Present Objectives for the project and use the DHCS PAR-DBR as anexample
4/23/15 Presentations from OSHPD and CDPH regarding current processesand approach to small cell sizes
5/5/15 Discuss concept of uniqueness as a way to measure risk for re- identification and gather input from Departments/Offices regardingDDG variables and topics
5/27/15 Review initial draft DDG – Focus on new sections of the document6/8/15 Review initial draft DDG – Focus on Data Assessment for Public Release Procedure

May & Meet with each department/office individuallyJune, 2015

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6/30/15 Review draft DDG version 0.2

July 2015 Departments/offices vet the DDG within their departments/offices 8/21/15 Received input from the CHHS Risk Management Committee 8/6/15 Review draft DDG version 0.3
9/14/15 Progress update for DDG Workgroup and discussion of additionaltopics
12/18/15 Presentation from NORC to review their findings of the draft DDG 1/8/16 Receive final recommendations from NORC
Jan. 2016 Provide DDG version 0.4 to DDG Workgroup

2/18/16 Review and discussion of draft DDG version 0.4 with the DDGWorkgroup
3/18/16 Provide DDG version 0.5 with outstanding comments from the DDGWorkgroup to the Data Subcommittee
4/18/16 Provide revised draft DDG to the Data Subcommittee.

5/24/16 Provide draft DDG version 0.7 from the CHHS Data Subcommittee tothe CHHS Advisory Council. The Advisory Council shared the DDG version 0.7 with the other subcommittees and discussed the version
0.7 at the 6/8/16 meeting and the version 0.8 at the 7/6/16 meeting.7/7/16 Provide draft DDG version 0.10 to the Undersecretary.
9/23/16 DDG approved by CHHS Undersecretary as Version 1.0.

The final document will be incorporated into the Open Data Handbook and madepublicly available.

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11) Legal Framework

The overarching legal framework for the CHHS Data De-identification Guidelines is the California Information Practices Act, California Civil Code 1798 et seq., which was established in 1977 and applies to all state government entities. The IPA includes requirements for the collection, maintenance, and dissemination of any information thatidentifies or describes an individual. The IPA and other California statutes limit the disclosure of personal information, consistent with the California Constitutional right to privacy. However, state agencies are generally permitted (and sometimes required under the California Public Records Act and other laws) to disclose data that have beende-identified. Summarized or aggregated data may still be identifiable; the DDG provides Guidelines for assessing whether data have been de-identified.

While most state agencies are covered by the IPA, some are also covered by or impacted by HIPAA. Unlike the IPA, which applies to all personal information, HIPAAonly applies to certain health or healthcare-related information. HIPAA requirements apply in combination with IPA requirements.

“Personal Information” is defined by the California Civil Code section 1798.3(a) as “anyinformation that is maintained by an agency that identifies or describes an individual, including, but not limited to,

- his or her name,
- social security number,
- physical description,
- home address,
- home telephone number,
- education,
- financial matters, and
- medical or employment history.
- It includes statements made by, or attributed to, the individual.”

Under Section 1798.24 of the IPA, “An agency shall not disclose any personal information in a manner that would link the information disclosed to the individual towhom it pertains,” unless it is disclosed as described in Section 1798.24.

Senate Bill 13 updated the IPA, effective January 1, 2006, to require Committee for the Protection of Human Subjects (CPHS) review and approval before personal information(linkable to any individual) that is held by any state agency or department can be released for research purposes. CPHS does not delegate reviews for compliance with the IPA to other institutional review boards. (http://www.oshpd.ca.gov/Boards/CPHS/)

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California Laws Governing the Collection and Release of Confidential, Personal, or Sensitive Information (please note that this is not an exhaustive list)

General State Collected Information and Data

- Civ. Code 1798.24, 1798.24a, 1798.24b (all personal information includinghealth data)
- Gov. Code 11015.5 (electronically collected personal information)General Medical Data
- Civ. Code 56.10 – 56.11
- Civ. Code 56.13
- Civ. Code 56.29
- Health & Saf. Code 128730
- Health & Saf. Code 128735
- Health & Saf. Code 128736
- Health & Saf. Code 128737
- Health & Saf. Code 128745
- Health & Saf. Code 128766Birth Defects
- Health & Saf. Code 103850Blood Lead Analysis
- Health & Saf. Code 124130Cancer
- Health & Saf. Code 104315
- Health & Saf. Code 103875
- Health & Saf. Code 103885Child Health Information
- Health & Saf. Code 130140.1Child Health Screening
- Health & Saf. Code 124110
- Health & Saf. Code 124991

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Cholinesterase Testing

- Health & Saf. Code 105206Developmentally Disabled
- Health & Saf. Code 416.18
- Health & Saf. Code 416.8
- Welf. & Inst. Code 4514, 4514.3, 4514.5
- Welf. & Inst. Code 4517 (aggregation and publication of data)
- Welf. & Inst. Code 4744
- Welf. & Inst. Code 4659.22Environmental Health Hazards
- Health & Saf. Code 59016General Public Health Records
- Health & Saf. Code 121035
- Health & Saf. Code 100330Genetic Information
- Health & Saf. Code 124975
- Health & Saf. Code 124980
- Health & Saf. Code 125105 (prenatal test)
- Civ. Code 56.17HIV/AIDS
- Health & Saf. Code 121022
- Health & Saf. Code 121023
- Health & Saf. Code 121025
- Health & Saf. Code 121075
- Health & Saf. Code 121085
- Health & Saf. Code 121110
- Health & Saf. Code 121125
- Health & Saf. Code 121010
- Health & Saf. Code 120820
- Health & Saf. Code 120980
- Health & Saf. Code 121280
- Health & Saf. Code 120962

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- Health & Saf. Code 120975
- Health & Saf. Code 121080
- Health & Saf. Code 121090
- Health & Saf. Code 121095
- Health & Saf. Code 121120
- Rev. & T. Code 19548.2Immunizations
- Health & Saf. Code 120440Independent Medical Review
- Health & Saf. Code 1374.33

Involuntary Mental Health (LPS covered records)

- Welf. & Inst. Code 5328 through 5328.9
- Welf. & Inst. Code 5329 (aggregation and publication of data)
- Welf. & Inst. Code 5540
- Welf. & Inst. Code 5610
- Welf. & Inst. Code 4135
- Educ. C. 56863Medi-Cal Data
- Welf. & Inst. Code 14100.2
- Welf. & Inst. Code 14015.8
- Welf. & Inst. Code 14101.5Parkinson’s Disease Registry
- Health & Saf. Code 103865Payment and Billing Info
- Health & Saf. Code 440.40 (applies only to GACHs)Prenatal Tests
- Health & Saf. Code 120705
- Health & Saf. Code 125105

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Public Assistance

- Welf. & Inst. Code 10850 (Confidential Information)Public Social Services
- Welf. & Inst. Code 10850 Substance Abuse Treatment Data
- Health & Saf. Code 11845.5
- Health & Saf. Code 11812Vital Records
- Health & Saf. Code 102430
- Health & Saf. Code 102425
- Health & Saf. Code 102426
- Health & Saf. Code 102455
- Health & Saf. Code 102460
- Health & Saf. Code 102465
- Health & Saf. Code 102475
- Health & Saf. Code 103025

Federal Laws Governing Public Data Release

(please note that this is not an exhaustive list)

- HIPAA - Section 164.514 of the HIPAA Privacy Rule (45 CFR)
- 42 CFR Part 2
- Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFRPart 99)
- Freedom of Information Act (FOIA) (5 U.S.C. § 552)

Data De-identification

While the IPA does not include specific de-identification methods or criteria, the basic concept of statistical de-identification has no different meaning, and the basic standardof protection of identifiable data is no different for IPA covered PI than for HIPAA covered PHI.
The California Office of Health Information Integrity (CalOHII) is authorized by state statute to coordinate and monitor HIPAA compliance by all California State entities within the executive branch of government covered or impacted by HIPAA. The 2014 assessment that was revised July 2015, identified programs and departments in CHHS

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that are considered covered entities under HIPAA as a Health Care Provider, Health Care Plan, Health Care Clearinghouse, Hybrid Entity or Business Associate. Detail isprovided in Appendix B. One difference between CA IPA and HIPAA is the documentation requirement in HIPAA for data de-identified using the Expert Determination method. Each of the following departments will need to identify which programs within the department are impacted by HIPAA as part of the department specific DDG.

- Department of Aging
- Department of Developmental Services
- Department of Health Care Services
- Department of Managed Health Care
- Department of Public Health
- Department of Social Services
- Department of State Hospitals
- Health and Human Services Agency
- Office of Systems Integration

For programs and departments that are covered by HIPAA, de-identification must meetthe HIPAA standard. The DDG serves as a tool to make and document an expert determination consistent with the HIPAA standard. The following comes from federal guidance for HIPAA that provides more detail regarding Safe Harbor and Expert Determination under the HIPAA standard.

The HIPAA Standard[31] for de-identification of protected health information (PHI)[32] states "Health information that does not identify an individual and with respect to which there isno reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information." If the data are de-identified, and it is not reasonably likely that the data could be re-identified, the Privacy Rule no longer restricts the use or disclosure of the de-identified data.

The following is quoted from the "Guidance Regarding Methods for De-identification ofProtected Health Information in Accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule", published November, 2012 by the U.S. Department of Health & Human Services, Office for Civil Rights:(http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/guidance.html) (Formatting of text may be different than the original document.) The HIPAA De-identification Standard.

31 The Standard is found in the HIPAA Privacy Rule, 45 CFR section 164.514(a).

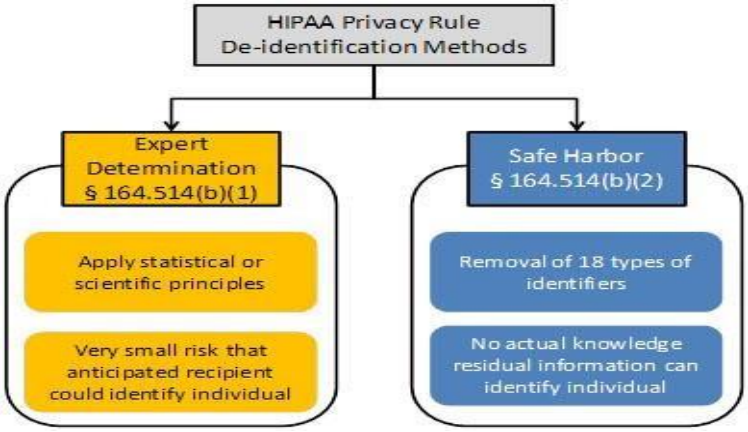
32 "PHI" is defined as information which relates to the individual's past, present, or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual, or for whichthere is a reasonable basis to believe can be used to identify the individual. (45 CFR section 160.103)

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Section 164.514(a) of the HIPAA Privacy Rule (45 CFR) provides the standard for de-identification of protected health information. Under this standard, health information is not individually identifiable if it does not identify an individual and if the covered entity has no reasonable basis to believe it can be used to identify an individual.

> § 164.514 Other requirements relating to uses and disclosures of protected health information.
>
> (a) *Standard: de-identification of protected health information.* Health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

Sections 164.514(b) and(c) of the Privacy Rule contain the implementation specifications that a covered entity must follow to meet the de-identification standard. As summarized in Figure 1, the Privacy Rule provides two methods bywhich health information can be designated as de-identified.
Figure 1. Two methods to achieve de-identification in accordance with the HIPAAPrivacy Rule.



The first is the "Expert Determination" method:

> (b) *Implementation specifications: requirements for de-identification of protected health information*. A covered entity may determine that health information is not individually identifiable health information only if:

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(1) A person with appropriate knowledge of and experience with generally accepted statistical and scientific principles and methods for rendering information not individually identifiable:

(i) Applying such principles and methods, determines that the risk is very small that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information; and

(ii) Documents the methods and results of the analysis that justify such determination; or

The second is the "Safe Harbor" method:

(2)(i) The following identifiers of the individual or of relatives, employers, orhousehold members of the individual, are removed:

(A) Names

(B) All geographic subdivisions smaller than a state, including street address, city, county, precinct, ZIP code, and their equivalent geocodes, except for the initial threedigits of the ZIP code if, according to the current publicly available data from the Bureau of the Census:

(1) The geographic unit formed by combining all ZIP codes with the same threeinitial digits contains more than 20,000 people; and

(2) The initial three digits of a ZIP code for all such geographic units containing20,000 or fewer people is changed to 000

(C) All elements of dates (except year) for dates that are directly related to an individual, including birth date, admission date, discharge date, death date, and allages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older

(D) Telephone numbers

(E) Fax numbers

(F) Email addresses

(G) Social security numbers

(H) Medical record numbers

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(I) Health plan beneficiary numbers

(J) Account numbers

(K) Certificate/license numbers

(L) Vehicle identifiers and serial numbers, including license plate numbers

(M) Device identifiers and serial numbers

(N) Web Universal Resource Locators (URLs)

(O) Internet Protocol (IP) addresses

(P) Biometric identifiers, including finger and voice prints

(Q) Full-face photographs and any comparable images

(R) Any other unique identifying number, characteristic, or code, except as permittedby paragraph (c) of this section [Paragraph (c) is presented below in the section “Re-identification”]; and

(ii) The covered entity does not have actual knowledge that the information could beused alone or in combination with other information to identify an individual who is asubject of the information.

Satisfying either method would demonstrate that a covered entity has met the standard in §164.514(a) above. De-identified health information created following these methods is no longer protected by the Privacy Rule because it does not fall within the definition of PHI. Of course, de-identification leads to information loss which may limit the usefulness of the resulting health information in certain circumstances. As described in the forthcoming sections, covered entities may wishto select de-identification strategies that minimize such loss.

Re-identification

The implementation specifications further provide direction with respect to re- identification, specifically the assignment of a unique code to the set of de-identifiedhealth information to permit re-identification by the covered entity.

> (c) *Implementation specifications: re-identification*. A covered entity may assign a code or other means of record identification to allow information de-identified under this section to be re-identified by the covered entity, provided that:

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(1) *Derivation.* The code or other means of record identification is not derived from or related to information about the individual and is not otherwise capable of being translated so as to identify the individual; and

(2) *Security.* The covered entity does not use or disclose the code or other means of record identification for any other purpose, and does not disclose the mechanism for re-identification.

If a covered entity or business associate successfully undertook an effort to identifythe subject of de-identified information it maintained, the health information now related to a specific individual would again be protected by the Privacy Rule, as it would meet the definition of PHI. Disclosure of a code or other means of record identification designed to enable coded or otherwise de-identified information to bere-identified is also considered a disclosure of PHI.

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12) Abbreviations and Acronyms

CalOHII..... California Office of Health Information Integrity
CDC..... Centers for Disease Control and Prevention
CDPH ..... California Department of Public Health
CDSS ..... Department of Social Services
CHHS ..... California Health and Human Services Agency
CMS ..... Centers for Medicare and Medicaid Services
CPHS ..... Committee for the Protection of Human Subjects
DDG ..... Data De-Identification Guidelines
DHCS ..... Department of Health Care Services
HIPAA..... Health Insurance Portability and Accountability Act
IPA..... Information Practices Act
MHSOAC..... Mental Health Services Oversight and Accountability Commission
OSHPD..... Office of Statewide Health Planning and Development
PAR-DBR ..... Public Aggregate Reporting - DHCS Business Reports
PHI ..... Protected Health Information
PI ..... Personal Information
PRA ..... Public Records Act
PRT ..... Peer Review Team

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13) Definitions

Aggregate – formed or calculated by the combination of many separate units or items(Oxford Dictionary).
De-identified – generally defined under the HIPAA Privacy Rule (45 CFR section 164.514) as information (1) that does not identify the individual and (2) for which there isno reasonable basis to believe the individual can be identified from it.

Denominator – the portion of the overall population being referenced in a table or afigure representing the total population in terms of which statistical values are expressed (Oxford Dictionary).

Numerator – the number of specific cases as identified by the variable from a given population or the number above the line in a common fraction showing how many of theparts indicated by the denominator are taken (Oxford Dictionary).

Protected Health Information – information which relates to the individual's past, present, or future physical or mental health or condition, the provision of health care tothe individual, or the past, present, or future payment for the provision of health care tothe individual, and that identifies the individual, or for which there is a reasonable basisto believe can be used to identify the individual (HIPAA, 45 CFR section 160.103).

Personal Information – includes information that is maintained by an agency which identifies or describes an individual, including his or her name, social security number,physical description, home address, home telephone number, education, financial matters, email address and medical or employment history. It includes statements made by, or attributed to, the individual (California Civil Code section 1798.3).

Publishable State Data – Data is Publishable State Data if it meets one of the followingcriteria: (1) data that are public by law such as via the PRA or (2) the data are not prohibited from being released by any laws, regulations, policies, rules, rights, court order, or any other restriction. Data shall not be released if it is highly restricted due to the Health Insurance Portability and Accountability Act (HIPAA), state or federal law (such data are defined as Level 3 later in this handbook).[33]

Re-Identified – matching de-identified, or anonymized, personal information back to theindividual.

[33] http://chhsopendata.github.io/

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15) Appendix A: Expert Determination Template

HIPAA covered entities in CHHS must de-identify data in compliance with the HIPAA standard. Under the HIPAA standard, either Safe Harbor or Expert Determination mustbe used. If Expert Determination is used then the documentation of the review is essential. The following may serve as a template for this documentation with the reference to the CHHS DDG to support the analysis documented.

Documentation of Expert Determination TemplateName of Report:

Reason for Data Release:

Identify why the data release does not meet Safe Harbor. For example:

The request does not meet the Safe Harbor standard because it includes counts by county (geographic area smaller than the state) or counts by month (which does not meet the criteria for dates). Therefore, the steps in the CHHS DDG are being used toassess the tables.

Document how the conditions of each step are met or notmet	**Result**
Step 1 – Presence of Personal Characteristics *Summary:*	
Step 2 – Numerator Denominator Condition *Summary:*	
Step 3 – Assess Potential Risk *Summary:*	

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Step 4 – Statistical Masking *Summary:*	
Step 5 – Expert Review *Summary:* *"Risk is very small that the information could be used, alone or in combination with other reasonably available information, by an anticipatedrecipient to identify an individual who is a subject of the information"*	

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16) Appendix B: 2015 HIPAA Reassessment Results

The CalOHII is authorized by state statute to coordinate and monitor HIPAA compliance by all California State entities within the executive branch of government covered or impacted by HIPAA. To help ensure full compliance with HIPAA, CalOHII conducted a reassessment with all State Departments in January 2014 and updated asof July 27, 2015.[34] The following are the self-reported results of this reassessment:

	DEPARTMENTS	COVERED ENTITIES					IMPACTED ENTITIES		
		Health Care	Health Care Plan	Health Care Clearinghouse	Hybrid Entity	Business	Trading Partner	Impacted by Data Content	Health Oversight Agency
	COVERED ENTITIES & BUSINESS ASSOCIATES								
1	Aging, Department of					X			X
2	Controllers Office, State					X			
3	Corrections and Rehabilitation, CA Dept. of,	X			X				
4	Developmental Services, Dept. of	X		X	X	X	X	X	X
5	Forestry and Fire Protection, Dept. of					X			
6	Health and Human Services Agency					X	X	X	
7	Healthcare Services, Department of		X				X	X	X
8	Justice, Department of					X			
9	Managed Health Care, Dept. of					X			X
10	Public Employees' Retirement System		X		X		X	X	
11	Public Health, Department of	X	X		X			X	X
12	Social Services, Dept. of					X			
13	State Hospitals, Dept. of	X			X	X	X	X	
14	Systems Integration, Office of					X			
15	Veterans Affairs, Dept. of (CalVET)	X			X				
	IMPACTED ENTITIES								
1	Health Information Integrity, California Office of								X
2	Health Planning and Development, Office of Statewide							X	
3	Industrial Relations, Dept. of							X	X
4	Insurance, Dept. of								X
5	Inspector General, Office of								X

34 http://www.ohi.ca.gov/calohi/download2011-HIPAA%20Assessment%20Results%207-27-2015.pdf

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17) Appendix C: State and County Population Projections

The following table is provided for reference related to the race and ethnicity composition at the county level. It is *State of California, Department of Finance, ReportP-1 (Race): State and County Population Projections by Race/Ethnicity, 2010-2060.*

Sacramento, California, January 2013. The table is for year 2010.

State/ County	Race/Ethnicity							
	Total (All race groups)	**White, not Hispanic or Latino**	**Black, not Hispanic or Latino**	**American Indian, not Hispanic or Latino**	**Asian, not Hispanic or Latino**	**Native Hawaiian and other Pacific Islander, not Hispanic or Latino**	**Hispanic or Latino**	**Multi-Race, not Hispanic or Latino**
California	**37,309,382**	**15,024,945**	**2,188,296**	**163,040**	**4,827,438**	**131,415**	**14,057,596**	**916,651**
Alameda	1,513,236	514,086	186,737	4,098	395,898	12,337	343,141	56,939
Alpine	1,163	869	0	204	2	0	71	17
Amador	37,853	30,091	950	539	447	53	4,859	913
Butte	219,990	164,870	3,139	3,376	9,458	397	31,670	7,080
Calaveras	45,462	37,999	353	518	526	59	4,779	1,227
Colusa	21,478	8,601	153	284	247	50	11,892	251
Contra Costa	1,052,211	508,220	93,096	3,033	149,853	4,532	256,047	37,431
Del Norte	28,544	18,522	1,060	1,928	933	21	5,126	953
El Dorado	180,921	143,909	1,289	1,543	6,739	248	22,443	4,750
Fresno	932,377	307,295	45,680	6,080	86,637	1,067	469,935	15,682
Glenn	28,143	15,688	181	463	663	17	10,664	467
Humboldt	134,663	103,996	1,404	6,940	3,127	320	13,560	5,316
Imperial	175,389	24,406	5,359	1,639	1,954	75	140,945	1,010
Inyo	18,528	12,309	102	1,895	184	12	3,629	396
Kern	841,146	325,711	45,798	5,933	33,266	996	414,414	15,028
Kings	152,656	54,303	10,686	1,305	5,343	216	77,595	3,208
Lake	64,599	47,973	1,186	1,531	647	81	11,165	2,016
Lassen	35,136	23,452	2,999	992	427	153	6,243	870
Los Angeles	9,824,906	2,746,305	821,829	19,527	1,336,086	23,152	4,694,972	183,035
Madera	151,328	57,494	5,204	1,818	2,661	98	81,807	2,246
Marin	252,731	184,377	7,069	520	14,004	423	39,459	6,879
Mariposa	18,193	15,224	118	456	158	21	1,677	539
Mendocino	87,924	60,398	544	3,433	1,469	79	19,691	2,310
Merced	255,937	83,475	8,742	1,134	17,363	466	140,472	4,286
Modoc	9,648	7,677	69	280	53	17	1,344	208
Mono	14,240	9,731	36	217	206	9	3,815	226
Monterey	416,259	136,348	11,334	1,372	24,430	1,882	231,700	9,193
Napa	136,811	77,088	2,457	533	9,377	299	44,235	2,823
Nevada	98,639	85,120	331	787	1,295	83	8,703	2,320
Orange	3,017,327	1,336,843	45,894	6,247	540,485	8,507	1,010,752	68,599

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State/ County	Race/Ethnicity							
	Total (All race groups)	White, not Hispanic or Latino	Black, not Hispanic or Latino	American Indian, not Hispanic or Latino	Asian, not Hispanic or Latino	Native Hawaiian and other Pacific Islander, not Hispanic or Latino	Hispanic or Latino	Multi-Race, not Hispanic or Latino
Placer	350,275	263,747	4,448	2,063	22,443	685	46,677	10,214
Plumas	19,911	16,989	173	453	98	14	1,602	581
Riverside	2,191,886	874,405	133,791	10,951	127,558	5,891	993,930	45,361
Sacramento	1,420,434	691,338	140,694	7,973	200,201	13,795	307,513	58,920
San Benito	55,350	20,573	380	215	1,542	54	31,721	865
San Bernardino	2,038,523	684,856	172,602	8,660	122,187	5,970	1,003,256	40,991
San Diego	3,102,745	1,501,675	148,728	14,121	333,728	13,606	999,392	91,494
San Francisco	806,254	338,874	46,758	1,808	268,020	3,145	122,869	24,780
San Joaquin	686,588	248,202	49,199	3,220	94,812	3,315	267,086	20,752
San Luis Obispo	269,713	191,725	5,392	1,367	8,622	334	56,309	5,965
San Mateo	719,729	303,475	19,474	1,134	178,665	10,225	184,420	22,337
Santa Barbara	424,050	201,823	7,507	1,817	20,281	675	183,511	8,436
SantaClara	1,786,429	627,438	43,926	4,085	573,622	6,413	481,108	49,838
SantaCruz	263,260	156,796	2,357	972	11,260	288	84,804	6,783
Shasta	177,472	145,533	1,429	4,150	4,893	216	15,410	5,841
Sierra	3,230	2,883	4	34	3	2	258	48
Siskiyou	44,893	35,691	537	1,547	548	58	4,663	1,848
Solano	413,117	170,275	58,396	1,853	59,126	3,304	99,759	20,405
Sonoma	484,084	321,695	7,009	3,560	17,581	1,404	120,414	12,422
Stanislaus	515,205	243,208	12,534	2,894	24,168	3,170	216,228	13,003
Sutter	94,669	48,033	1,734	925	13,582	251	27,326	2,818
Tehama	63,487	45,708	347	1,213	548	53	14,010	1,610
Trinity	13,713	11,307	38	536	183	12	1,080	557
Tulare	443,066	145,549	5,505	3,319	13,543	370	269,012	5,767
Tuolumne	55,144	45,279	1,161	831	546	51	5,950	1,327
Ventura	825,077	402,144	13,216	2,363	55,015	1,351	333,230	17,758
Yolo	201,311	100,679	5,025	1,094	26,065	842	61,057	6,549
Yuba	72,329	42,666	2,134	1,260	4,659	256	18,192	3,162

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AMENDMENT NO. 2 TO PLATFORM LICENSE AGREEMENT
BETWEEN
COUNTY OF MONTEREY &
CONDUENT HEALTHY COMMUNITIES CORPORATION

THIS AMENDMENT NO. 2 (Amendment 2"), effective September 1, 2022 (the "Amendment 2 Effective Date"), is made to the Platform License Agreement No. A-14686 ("AGREEMENT") for provision of customization, maintenance/support, and training for the Healthy Communities Institute Platform System, is made between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "Client" or "County"), on behalf of the Monterey County Health Department and Conduent Healthy Communities Corporation (hereinafter referred to as "CHCC") with respect to the following:

WHEREAS, on April 15, 2020, County and CHCC entered into an AGREEMENT in the amount of $70,000 for the term April 15, 2020 through April 14, 2023;

WHEREAS, on May 27, 2021, County and CHCC executed Amendment No. 1 to the AGREEMENT to include additional data analytics of deidentified hospitalization, emergency room, and mental health data to the existing platform license, and continue to provide tools and templates for data visualization and mapping that will be publicly accessible, extend the term of the AGREEMENT, increase the total maximum amount of the AGREEMENT by $100,000, extend the term through June 23, 2025, and replace Exhibit A: Statement of Work for the CHCC Platform; and

WHEREAS, the County and CHCC wish to further amend the AGREEMENT to include additional data analytics of the addition of Claritas Consumer Expenditures data to the CHCC Platform, increase the maximum amount of the AGREEMENT by $10,000 and replace Exhibit A Statement of Work for CHCC Platform.

NOW THEREFORE, the County and CHCC hereby agree to amend the AGREEMENT in the following manner as of the Effective Date:

1. **EXHIBIT A-1 – Statement of Work for CHCC Platform** is replaced in its entirety by EXHIBIT A-2, Statement of Work for CHCC Platform, as attached this Amendment 2. As of the Effective Date, all references in the AGREEMENT to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.

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2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment 2 and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of this Amendment 2 shall be attached to the original AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Amendment 2 as of the Amendment 2 Effective Date.

COUNTY OF MONTEREY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...
Gary Giboney
Deputy Auditor/Controller

Dated: 8/15/2022 | 9:53 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99E444A9...
Stacy Saetta
Deputy County Counsel

Dated: 8/15/2022 | 9:38 AM PDT

DocuSigned by:
Elsa Jimenez
C7A30BA59CA8423...
Director of Health

Dated: 9/7/2022 | 2:19 PM PDT

CONTRACTOR

By: DocuSigned by: William C Nicholson 0FE2D85D818C4B7...
Signature of Chair, President, or Vice-President

William C Nicholson VP & General Manager
Printed Name and Title

Dated: 8/12/2022 | 11:21 AM PDT

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

Printed Name and Title

Dated:

Chief Deputy Auditor Controller

Chief Deputy County Counsel.

Director of Health

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EXHIBIT A-2

Conduent Healthy Communities Corporation (CHCC) will make available to Monterey County Health Department ("Client") a version of the CHCC Standalone Platform ("CHCC Platform") as follows:

A. CHCC Platform Features

The CHCC Platform will be configured for Client and include the following features:

1. **Data and Analysis Features**

- Community Dashboard – Data dashboard that houses all of the indicators on Client's site. Search and filter by geography, topic and subpopulation groups (race/ethnicity, age, and gender) when available. Client can add local data into the Community Dashboard (see "Section 4-Customization Tools & Options").
    - Core List: One hundred (100)+ health and quality of life indicators as available from public, online state or national data sources and dependent upon statistical validity for a geography. Core indicator list is subject to change from time to time depending upon data availability and strategy.
- Demographics – US Census Bureau QuickFacts Profile for Monterey County
- Bundled Hospitalization and Emergency Data* – 53 Indicators. Includes:
    - Potentially-Preventable Cause Indicators; modeled on AHRQ guidelines
      --Hospitalization Rates (19 Indicators)
      --ER Rates (18 Indicators)
    - Behavioral Health Indicators; modeled on AHRQ guidelines
      --Hospitalization Rates (8 Indicators)
      --ER Rates (8 Indicators)
- Claritas Consumer Expenditures – Sixteen (16) indicators of per household health and health-related expenditures. Single year estimates provided at the state, county, zip code, and census tract levels. The Claritas Consumer Expenditures data will be added to the platform within one week of full execution of this Amendment 2.
- SocioNeeds Index Suite – Provides analytics around social determinants of health to advance equitable outcomes. Each index summarizes multiple health and socioeconomic indicators for counties, zip codes, and census tracts into one validated composite score to help identify areas for action.
    - Healthy Equity Index – A measure of socioeconomic need correlated with preventable hospitalizations and poor health outcomes.
    - Food Insecurity Index – A measure of food access that is correlated with social and economic hardship.
    - Mental Health Index – A measure of social determinants and health factors correlated with self-reported poor mental health.
- Data Scoring Tool – Rank indicators on the CHCC Community Dashboard according to a systematic summary of comparisons, grouping indicators into topic areas for a higher level ranking of community health needs. Reports are downloaded from the administrative system at the county level.

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- GIS Maps – Quickly visualize health and quality of life indicators within your community; GIS Maps display indicators available for standard geographies (county, zip code and census tract).
- Data Extracts – Provides the site administrator with tools to download the indicators into an Excel spreadsheet for import into other applications.

2. **Evaluation and Tracking Tools**
   - Healthy People 2030 Tracker – CHCC maintained progress tracker for key Healthy People 2030 targets
   - Local Progress Trackers – Allows site administrator to create a curated list of indicators to quickly identify and track progress on local initiatives.
   - Locally Added Targets – Client can add local targets to CHCC-maintained and locally-maintained indicators using the self-service tool.

3. **Resource Features**
   - Promising Practices – Database of two thousand (2,000)+ health and quality of life programs and policies from across the country classified by effectiveness
   - Resource Library – Central repository for local resources, including reports, community health assessments, community profiles, two-one-one (2-1-1) resources (when available, single county systems only) and other local content. Content must be uploaded and maintained by client.
   - Funding Opportunities – CHCC-maintained collection of national grants and funding opportunities.
   - CHNA Guide – Interactive, step-by-step guide designed to assist organizations in assessing community health needs and designing strategies and programs to address prioritized needs
   - Location Report Builder – Quickly create location-specific summary reports that can be linked as pages on the platform, exported as PDFs, and shared with others.
   - Topic Centers – Topic index pages that bring together all the resources in the site on a particular topic area.

4. **Customization Tools and Options**
   - Standalone Website Branding – Client can select the website name, URL, color palette and fonts. CHCC will work with Client to design the banner.
   - Navigation Menu – Client can customize website navigation. Includes ability to link to platform features provided by CHCC as well as custom pages created by client.
   - Tiles – CHCC's custom content management system. Allows client to easily create and administer pages without having to know HTML. Client can select from more than 15 unique tile options to highlight CHCC's core tools (indicators, maps, related content, etc.) as well as locally maintained content (client pictures, videos, health improvement plans, resources, etc.). Client can stack and assemble tiles to create custom pages.
   - Homepage – Homepage designed using Tiles (CHCC's custom content management system); includes ability to customize homepage content such as images, text, tools and sponsor logos.
   - Custom Web Pages – Allows site administrator to create unlimited custom web pages using Tiles (CHCC's custom content management system); system does not require HTML knowledge.

- Stories – Site administrator can create a cohesive narrative by combining data visualizations, text, and images. The Stories module is organized by chapters, pages, and items.
- Locally Maintained Indicators – Client can add local data into the Community Dashboard using the self-service tool. Please note the anticipated time to setup and maintain will vary depending on data complexity, quantity, and user capacity. CHCC provides training and guidance to support local content addition.
- Language Translation – Automated translation of website for 40+ languages supported by Google

B. CHCC Services

The CHCC Platform comes with the following services:

1. **Account Manager Training and Support Services***

   CHCC and your Account Manager provide the following services to assist in maintenance of the CHCC Platform Client will have direct phone and email access to a dedicated account manager for the duration of the agreement.

   - Quarterly Meetings – Regularly scheduled, quarterly check-in meetings after site launch. Topics may include indicator updates, product updates, upcoming webinars, or discussions designed to understand and help support client's goals and objectives.
   - Help Center – 24/7 access to an online client Help Center with step-by-step written instructions, training videos and client examples.

   *Account Manager support services are conducted via phone/webinar; however, client may receive one to two (1-2) site visits at client's expense. In-person meetings can be arranged to provide on-site training, conduct a kickoff meeting, lead a site orientation, launch a site or attend/conduct another meeting as specified by the client.

2. **CHCC Peer Network**

   The CHCC Peer Network consists of hospitals, health departments and community coalitions licensing the CHCC Platform and provides access to the following benefits:

   - Community Resources – 24/7 access to a variety of examples from CHCC clients, including client success stories, sample CHNA reports /implementation strategies and approaches for marketing your CHCC Platform to your community.
   - Webinars – Access to on-demand and live webinars led by public health professionals at CHCC in conjunction with the CHCC Peer Network. Webinars highlight new product features, client success stories and trending population health topics.
   - Newsletter – Subscription to client email communications featuring indicator updates, product updates, webinar announcements, client success stories, CHCC news and more.
   - Client Meetings – Invitation to national or regional meetings.

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C. Schedule of Deliverables / Timeline

The following timeline outlines the completed implementation process of the HCI Platform.

Work Step	Task Owner	Completion Date
Contract Signed	CHCC/Client	Agreement Sign Date
Orientation Call	CHCC/Client	Upon Agreement signing
Kickoff Meeting (optional)	CHCC/Client	1-4 weeks from Effective Date
Access to training materials and ability to add local content begins	CHCC/Client	8-10 weeks from Effective Date
Completion of core system content / Beginning of licensing period	CHCC	8-10 weeks from Effective Date; exact date to be notified to Client by CHCC and to be referred to as the “Licensing Period Start Date”
Project completion sign-off by client	Client	8-10 weeks from Effective Date
Ongoing site maintenance and content updates	CHCC	Ongoing
Soft launch of system to internal review team	Client	Date TBD by Client
Public launch of system (optional)	Client	Date TBD by Client

The following timeline outlines the process for adding Claritas Consumer Expenditures data to the HCI Platform.

Work Step	Task Owner	Completion Date
Amendment 2 Signed	CHCC/Client	Amendment 2 Effective Date
Addition of Claritas Consumer Expenditure data	CHCC	Within 1 week from Amendment 2 Effective Date
Project completion milestone sign-off by client	Client	Upon completion of data publishing to HCI Platform

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D. Terms of Payment

Pricing

1. Schedule of Payments as follows:

	Implementation (8-10 weeks)	6/24/20 - 6/23/21	6/24/21 - 6/23/22	6/24/22 - 6/23/23	6/24/23 - 6/23/24	6/24/24 - 6/23/25	6/24/21 - 6/23/25
Website Set up (one time)	$10,000						
Annual License – Basic CHCC Standalone Platform State: California County: Monterey		$20,000	$20,000	$20,000	$20,000	$20,000	
Bundled Hospitalization, ER, and Mental Health data added to Platform License Subscription*			$7,500	$7,500	$7,500	$7,500	
Additional analytics of data provided by Client or tools and templates provided to support new data on an "as-requested and "as-approved" basis by County.							$30,000
Claritas Consumer Expenditures data			$2,500	$2,500	$2,500	$2,500	
Subtotal	**$10,000**	**$20,000**	**$30,000**	**$30,000**	**$30,000**	**$30,000**	**$30,000**

Total Agreement Amount		**$180,000**

***This recurring cost does not include the one time charge to purchase/acquire the data. County will be responsible for acquiring the data. The subscription cost will be for access to the analytics tools and templates.**

2. Claritas Consumer Expenditure Billing: A prorated License Fee of Two Thousand Five Hundred dollars ($2,500) will be paid to CHCC to cover the term from project completion through June 23, 2023.
3. The one-time Website Set Up Fee for Implementation was invoiced after completion of the Core System Content as specified in Section C – Schedule of Deliverables/Timeline above.
4. Annual License Fees are invoiced at the beginning of each licensing period unless Annual License is terminated subject to the terms in Section 4 Term; Termination in the body of this Agreement.
5. Process to initiate a request for additional analytics services and/or new analytics templates will be as follows:

   4.1 Client will submit a written request to CHCC for a quote.

   4.2 CHCC will submit to Client a written quote.

   4.3 Upon written approval by the Director of Health or designee, Client will adjust the associated purchase order and services may commence.
6. All invoices are due as set forth in Section 3 Payment.
7. The billing contact to receive invoices and interact with CHCC on billing matters is as follows:
   Monterey County Health Department/ Administration Bureau
   1270 Natividad Road, Salinas, CA 93906
   HDADMINFinance@co.monterey.ca.us

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Cc: hannikd@co.monterey.ca.us Krista Hanni, MS, PhD, Program Manager
p: 831-755-4586

7. CHCC understands the billing contact may change from time to time and upon notice by Client.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective September 1, 2022 ("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 Conduent Healthy Communities Corporation ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that may 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, 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 that certain Platform License Agreement dated April 15, 2020, as amended (the "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 Breach. Such notice shall be provided within ten (10) 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 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, 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 fifteen (15) business days after discovery of the Breach;

(ii) 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;

(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;

(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 promptly 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 if legally permitted to do so;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

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(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) business 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) business days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) business 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) business days of its receipt of a request for amendment of PHI from an individual;

(i) 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;

(j) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) business 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 reasonably cooperate with Covered Entity in such challenge; and

(k) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 <u>Business Associate Acknowledgment</u>.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

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(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. Covered Entity agrees to provide Business Associate with a copy of the notice of privacy practices required by 45 C.F.R. Section 164.502 that is currently in use and to inform Business Associate of any changes to the notice.

3.3 Responsibilities of Covered Entity.

(a) 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.

(b) Covered Entity shall obtain from individuals any applicable consents, authorizations and other permissions necessary or required by law for Covered Entity and Business Associate to fulfill their obligations under this BAA and the Services Agreement. Covered Entity shall not require Business Associate to use or disclosure PHI in any manner that would not be permissible under HIPAA.

(c) Covered Entity agrees to limit disclosure of PHI to Business Associate to only the minimum necessary for Business Associate to accomplish the intended purpose of the use, disclosure or request as required to perform the services described in the Services Agreement.

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. Either Party may terminate this BAA if the other Party ("breaching Party") has breached any material provision of this BAA and, upon written notice from the non-breaching Party specifying the material breach, fails to cure the breach within thirty (30) days after receipt of the notice. If the material breach is not cured within that period, the non-breaching Party may exercise the right to terminate this BAA by providing the breaching Party written notice of termination. Any such termination will be

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effective immediately or at such other date specified in the non-breaching Party's notice of termination. If the non-breaching Party determines that termination of this BAA is not feasible, the non-breaching Party may report such breach to the U.S. Department of Health and Human Services.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of the 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 written 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.

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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:

Conduent Healthy Communities Corporation
Attn: Privacy Office – Legal Department

100 Campus Drive, Suite 200
Florham Park, NJ 07932
Phone:
Fax:
Email:dataprivacy@conduent.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 jurisdiction designated in the Services Agreement.

5.8 **Intentionally Omitted.**

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5.9 Intentionally Omitted.

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 (professional liability on a claims made form), 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) business days after notice thereof, Business Associate shall advise Covered Entity of any actual action, proceeding, regulatory or governmental orders or actions, that will adversely impact Business Associate's ability to comply with the terms of this BAA. This includes, without limitation, any allegation that Business Associate has violated federal or state 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 and this BAA or the Services Agreement.

5.13 Intentionally Omitted.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE

By: DocuSigned by: William C Nicholson 0EF2D85D818C4B7...

Print Name William C Nicholson

Print Title VP & General Manager

Date: 8/12/2022 | 11:21 AM PDT

COVERED ENTITY

By: DocuSigned by: C7A30BA59CA8423...

Print Name: Elsa Mendoza Jimenez, MPH

Print Title: Director of Health

Date: 9/7/2022 | 2:19 PM PDT

DocuSigned by: Stacy Saetta C0ECE1B99F444A9...

Stacy Saetta

8/15/2022 | 9:38 AM PDT Chief Deputy County Counsel.

DocuSigned by: Gary Giboney D3834BFEC1D8449...

Gary Giboney

8/15/2022 | 9:53 AM PDT Chief Deputy Auditor Controlle

May 2021

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14686; Amendment No.: 2
a. Authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2, effective September 1, 2022, to a Platform License Agreement, No. A-14686, between the County of Monterey and Conduent Health Communities Corporation (CHCC) adding Claritas Consumer Expenditures data to the CHCC Platform and adding $10,000 for a total aggregate amount not to exceed $180,000 for a term of April 15, 2020 through June 23, 2025; and
b. Approve and authorize the Health Director or Assistant Health Director to approve up to three (3) future amendments that do not exceed ten percent (10%) ($17,000) of the original Platform License Agreement amount and do not significantly alter the scope of services.

PASSED AND ADOPTED on this 30th day of August 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, and Adams
NOES: None
ABSENT: Supervisor Askew
(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 August 30, 2022.

Dated: September 1, 2022
File ID: A 22-462
Agenda Item No.: 40

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

Julian Lorenzana, Deputy

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AMENDMENT NO. 1 TO PLATFORM LICENSE AGREEMENT
COUNTY OF MONTEREY
AND
CONDUENT HEALTHY COMMUNITIES CORPORATION

THIS AMENDMENT NO. 1 to Platform License Agreement No. A-14686 ("AGREEMENT") for provision of customization, maintenance/support, and training for the Healthy Communities Institute Platform System, is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "Client" or "County"), on behalf of Monterey County Health Department and Conduent Healthy Communities Corporation (hereinafter referred to as "CHCC") withrespect to the following.

WHEREAS, County and CONTRACTOR entered into AGREEMENT in the amount of $70,000 effective April 15, 2020; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to include additional data analytics of deidentified hospitalization, emergency room, and mental health data to the existing platform license, and continue to provide tools and templates for data visualization and mapping that will be publicly accessible, extend the term of the AGREEMENT, increase the total maximum amount of the AGREEMENT by $100,000, extend the term three (3) years, two (2) months through June 23, 2025, and replace Exhibit A: Statement of Work for CHCC Platform;

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

1. **EXHIBIT A – Statement of Work for CHCC Platform** is replaced in its entirety by EXHIBITA-1, Statement of Work for CHCC Platform. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

2. 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.

3. A copy of the AMENDMENT NO. 1 shall be attached to the original Agreement.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Manager

Date: _____

By: DocuSigned by: C7A30BA59CA8423...
Department Head (if applicable)

Date: 6/30/2021 | 2:54 PM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
County Counsel

Date: 5/28/2021 | 12:09 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Gary Giboney D3834BFEC1D8449...
Auditor/Controller

Date: 5/28/2021 | 12:20 PM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Conduent Healthy Communities Corporation
Contractor's Business Name*

By: DocuSigned by: Pat Costa 390E781497E943C...
(Signature of Chair, President, or Vice-President)*

Pat Costa – Group President, Healthcare Solutions
Name and Title

Date: 5/27/2021

By: DocuSigned by: Jeff Neiheisel A34B1F28BCB440D...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Jeff Neiheisel Assistant Secretary
Name and Title

Date: 5/27/2021

*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. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in Section XI or XII of Agreement

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Exhibit A-1

Statement of Work for CHCC Platform

Conduent Healthy Communities Corporation (CHCC) will make available to Monterey County Health Department ("Client") a version of the CHCC Standalone Platform ("CHCC Platform") as follows:

A. CHCC Features

The CHCC Platform will be configured for Client and include the following features:

1. **Data and Analysis Features**

- Community Dashboard – Data dashboard that houses all of the indicators on Client's site. Search and filter by geography, topic and subpopulation groups (race/ethnicity, age, and gender) when available. Client may opt to add local data into the Community Dashboard (see "Section 4-Customization Tools & Options").
    - Core List: One hundred (100)+ health and quality of life indicators as available from public, online state or national data sources and dependent upon statistical validity for a geography. Core indicator list is subject to change from time to time depending upon data availability and strategy.
- Demographics – US Census Bureau QuickFacts Profile for Monterey
- Socio-Needs Index – A measure of socioeconomic need correlated with preventable hospitalizations and poor health outcomes; counties and zip codes within your selected area are given an Index Value based on a national distribution and then mapped relative to your area to show degrees of socioeconomic need within your community.
- Data Scoring Tool – Rank indicators on the CHCC Community Dashboard according to a systematic summary of comparisons, grouping indicators into topic areas for a higher level ranking of community health needs. Reports are downloaded from the administrative system at the county level.
- GIS Maps – Quickly visualize health and quality of life indicators within your community; GIS Maps display indicators available for standard geographies (county, zip code and census tract).
- Data Extracts – Provides the local administrator with tools to download the indicators into an Excel spreadsheet for import into other applications.

2. **Evaluation and Tracking Tools**

- Healthy People 2020 Tracker – CHCC-maintained progress tracker for key Healthy People 2020 targets
- Local Progress Trackers – Allows local administrator to create a curated list of indicators to quickly identify and track progress on local initiatives.
- Locally Added Targets - Client can add local targets to CHCC-maintained and locally-maintained indicators using the self-service tool.

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3. **Resource Features**

- Promising Practices – Database of two thousand (2,000)+ health and quality of life programs and policies from across the country classified by effectiveness
- Resource Library – Central repository for local resources, including reports, community health assessments, community profiles, two hundred eleven (211) resources (when available, single county systems only) and other local content. Content must be uploaded and maintained by Client.
- Funding Opportunities – CHCC-maintained collection of national grants and funding opportunities.
- CHNA Guide – Interactive, step-by-step guide designed to assist organizations in assessing community health needs and designing strategies and programs to address prioritized needs
- Report Assistant – Quickly create content summary reports that can be exported and shared with others. These reports can be emailed or saved as a PDF.
- Topic Centers – Topic index pages that bring together all the resources in the site on a particular topic area.

4. **Customization Tools and Options**

- Standalone Website Branding – Client can select the website name, URL, color palette and fonts. CHC will work with Client to design the banner
- Navigation Menu – Client can customize website navigation. Includes ability to link to platform features provided by CHCC as well as custom pages created by client.
- Tiles – CHCC's custom content management system. Allows client to easily create and administer pages without having to know HTML. Client can select from more than fifteen (15) unique tile options to highlight CHCC's core tools (indicators, maps, related content, etc.) as well as locally maintained content (client pictures, videos, health improvement plans, resources, etc.). Client can stack and assemble tiles to create custom pages.
- Homepage – Homepage designed using Tiles (CHCC's custom content management system); includes ability to customize homepage content such as images, text, tools and sponsor logos.
- Custom Web Pages – Allows local administrator to create unlimited custom web pages using Tiles (CHCC's custom content management system); system does not require HTML knowledge.
- Locally Maintained Indicators – Client can add local data into the Community Dashboard using the self-service tool. Please note the anticipated time to setup and maintain will vary depending on data complexity, quantity, and user capacity. CHCC provides training and guidance to support local content addition.
- Language Translation – Automated translation of website for forty (40)+ languages supported by Google

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B. CHCC Services

The CHCC Platform comes with the following services:

1. **Account Manager Training and Support Services***

   CHCC and your Account Manager will provide the services listed below to assist in implementation and maintenance of the CHCC Platform. Client will have direct phone and email access to a dedicated account manager for the duration of the agreement.

   - Orientation Call – An initial phone call to meet your Account Manager, review timeline and discuss next steps.
   - Kickoff Meeting (optional) – An initial project kickoff meeting to introduce the platform and the implementation process.
   - Branding Meeting – A webinar with a small group of key decision-makers. Includes overview of the branding process, review of client examples and key decisions that client must make to establish the brand and style of their CHCC Platform.
   - Local Administrator Training – Personalized webinar trainings on website features and system administration. Webinar trainings are tailored to client needs and may include overall approach / process for adding local indicators, how to use the system's dashboards / data analysis tools and how to upload and create content such as priority pages or reports.
   - Site Orientation – A meeting to introduce your custom-designed CHCC Platform. Includes overview of site features and topics aligned with client's goals and objectives. Participants include key decision-makers and (optionally) partners, stakeholders and other end users.
   - Quarterly Meetings – Regularly scheduled, quarterly check-in meetings after site launch. Topics may include indicator updates, product updates, upcoming webinars, or discussions designed to understand and help support client's goals and objectives.
   - Help Center – 24/7 access to an online client Help Center with step-by-step written instructions, training videos and client examples.

   *Account Manager support services are conducted via phone/webinar; however, client may receive one to two (1-2) site visits at client's expense. In-person meetings can be arranged to provide on-site training, conduct a kickoff meeting, lead a site orientation, launch a site or attend/conduct another meeting as specified by the client.

2. **CHCC Peer Network**

   The CHCC Peer Network consists of hospitals, health departments and community coalitions licensing the CHCC Platform and provides access to the following benefits:

   - Community Resources – 24/7 access to a variety of examples from CHCC clients, including client success stories, sample CHNA reports / implementation strategies and approaches for marketing your CHCC Platform to your community
   - Webinars – Access to on-demand and live webinars led by public health professionals at CHCC in conjunction with the CHCC Peer Network. Webinars highlight new product features, client success stories and trending population health topics.

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- Newsletter – Subscription to client email communications featuring indicator updates, product updates, webinar announcements, client success stories, CHCC news and more.
- Client Meetings – Invitation to national or regional meetings.

C. Schedule of Deliverables / Timeline

The following timeline outlines the typical implementation process. The timeline will be refined upon Agreement signing and is dependent on each party meeting defined project dates for milestones.

Work Step	Task Owner	Completion Date
Contract Signed	CHCC/Client	Agreement Sign Date
Orientation Call	CHCC/Client	Upon Agreement signing
Kickoff Meeting (optional)	CHCC/Client	1-4 weeks from Effective Date
Access to training materials and ability to add local content begins	CHCC/Client	8-10 weeks from Effective Date
Completion of core system content / Beginning of licensing period	CHCC	8-10 weeks from Effective Date; exact date to be notified to Client by CHCC and to be referred to as the “Licensing Period Start Date”
Project completion sign-off by client	Client	8-10 weeks from Effective Date
Ongoing site maintenance and content updates	CHCC	Ongoing
Soft launch of system to internal review team	Client	Date TBD by Client
Public launch of system (optional)	Client	Date TBD by Client

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D. Terms of Payment

1. Schedule of Payments as follows:

	Implementation (8-10 weeks)	6/24/20 - 6/23/21	6/24/21 - 6/23/22	6/24/22 - 6/23/23	6/24/23 - 6/23/24	6/24/24 - 6/23/25	6/24/21 - 6/23/25
Website Set up (one time)	$10,000						
Annual License – Basic CHCC Standalone Platform State: California County: Monterey		$20,000	$20,000	$20,000	$20,000	$20,000	
Bundled Hospitalization, ER, and Mental Health data added to Platform License Subscription*			$7,500	$7,500	$7,500	$7,500	
Additional analytics of data provided by Client or tools and templates provided to support new data on an "as-requested and "as-approved" basis by County.							$30,000
Subtotal	**$10,000**	**$20,000**	**$27,500**	**$27,500**	**$27,500**	**$27,500**	**$30,000**

Total Agreement Amount		**$170,000**

***This recurring cost does not include the one time charge to purchase/acquire the data. County will be responsible for acquiring the data. The subscription cost will be for access to the analytics tools and templates.**

2. The one-time Website Set Up Fee will be invoiced after completion of the Core System Content as specified in Section C – Schedule of Deliverables/Timeline above.
3. Annual License Fees will be invoiced at the beginning of each licensing period unless Annual License is terminated subject to the terms in Section 4 Term; Termination in the body of this Agreement.
4. Process to initiate a request for additional analytics services and/or new analytics templates will be as follows:
   4.1 Client will submit a written request to CHCC for a quote.
   4.2 CHCC will submit to Client a written quote.
   4.3 Upon written approval by the Director of Health or designee, Client will adjust the the associated purchase order and services may commence.
5. All invoices are due as set forth in Section 3 Payment.
6. The billing contact to receive invoices and interact with CHCC on billing matters is as follows:

   Joe Ripley, Finance Manager II
   Monterey County Health Department
   1270 Natividad Road, Salinas CA 93906
   Phone: 831-796-1250
   RipleyJL@co.monterey.ca.us

7. CHCC understands the billing contact may change from time to time and upon notice by Client.

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 John M. Phillips to:

Agreement No.: A-14686; Amendment No.: 1
a. Authorize the Director of Health or Assistant Director of Health to sign Amendment No. 1 to Agreement No. A-14686, a Platform License Agreement with Conduent Healthy Communities Corporation for the provision of analytics, data visualization tools, customization, maintenance/support, and training for the Healthy Communities Institute Platform System, adding three (3) years and two (2) months for a revised full term of April 15, 2020 through June 23, 2025 and increasing the amount of the agreement by $100,000 for a total aggregate amount not to exceed $170,000; and
b. Approve and authorize the Health Director or Assistant Health Director to approve up to three (3) future amendments that do not exceed ten percent (10%) ($17,000) of the original Platform License Agreement amount and do not significantly alter the scope of services.

PASSED AND ADOPTED on this 22nd day of June 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 June 22, 2021.

Dated: June 30, 2021
File ID: A 21-291
Agenda Item No.: 42

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

Julian Lorenzana, Deputy

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Platform License Agreement

This License Agreement ("Agreement") is made and entered into as of **April 15, 2020** (the "Effective Date") by and between Conduent Healthy Communities Corporation ("CHCC"), a California Corporation with its principal place of business located at 100 Campus Drive, Suite 200, Florham Park, New Jersey 07932 and County of Monterey ("Client" or "County"), a political subdivision of the State of California,, with its principal place of business located at 1270 Natividad Road, Salinas, California 93906.

1. Customization of Healthy Communities Institute Platform System; Support Services. In consideration for Client's payment of the fees set forth in the Statement of Work for CHCC Platform and related services described herein, attached as Exhibit B hereto ("Statement of Work"), CHCC will use all reasonable business efforts to customize its CHCC Standalone Platform website template system ("CHCC Platform") and provide implementation, training, and maintenance support services for the CHCC Platform as described in the Statement of Work within the time frames estimated in the Statement of Work. CHCC will host, operate and maintain its CHCC Platform implementation on servers operated by or for CHCC.

2. Limited Warranty; Disclaimer. Client acknowledges that (i) CHCC's products and services, including the CHCC Platform and supporting services provided hereunder, are not a substitute for legal advice in meeting federal, state, or local regulations, and (ii) CHCC does not warrant that its products or services, including the CHCC Platform and supporting services provided hereunder, meet local, state or federal regulatory requirements for conducting community health needs assessments or providing health information to communities. CHCC warrants that it will perform all services in a professional manner consistent with industry standards by trained and skilled personnel CHCC does not make any express or implied warranties in connection with this Agreement, the CHCC Platform or any supporting services or deliverables provided to Client hereunder except those specifically set forth herein.

3. Payment. Client agrees to pay to CHCC the fees as set forth in the Statement of Work. After the Initial Term (hereinafter defined) , CHCC may increase its fees for products and services, including the CHCC Platform and supporting services subject to mutual written agreement for any Renewal Term (hereinafter defined) on a prospective basis, from time to time during the Renewal Term of this Agreement, if the price changes are consistent with CHCC's broad price policy changes. The County Auditor-Controller shall pay the amount of the invoice except for any amount disputed in good faith within 30 days of the date of receipt by the County-Auditor-Controller of the certified invoice. In the event that any undisputed amount due to CHCC hereunder is not paid within 30 days of the County's receipt of the certified invoice, without waiving any claim or right against Client and without liability whatsoever to Client, CHCC reserves the right to suspend or terminate Client's access to the CHCC Platform and the performance of any services provided hereunder. The amounts payable to CHCC set hereunder are exclusive of any sales or use or other taxes or governmental charges. Client shall be responsible for payment of all such taxes or charges except for any taxes based solely on CHCC's net income. If Client is required to pay any taxes based on this Section 3, Client shall pay such taxes with no reduction or offset in the amounts payable to CHCC hereunder.

4. Term; Termination. This Agreement is effective upon the Effective Date. Following the completion of the site implementation, the term of this Agreement shall continue for a period of three years ("the "Initial Term"). After the Initial Term, the term of this Agreement shall continue at the option of Client to extend the Agreement for up to two (2) additional one (1)-year extensions ("a Renewal Term") under mutually agreed pricing terms for each Renewal Term. CHCC or Client may terminate this Agreement upon thirty (30) days' prior written notice of the other's material breach and failure to substantially cure the breach within thirty (30) days of receipt of the notice of breach. CHCC or Client may terminate this Agreement for convenience upon thirty (30-) calendar days' prior written notice to the other party. Upon expiration or termination of this Agreement, all licenses granted by CHCC to Client hereunder shall terminate. Client shall promptly cease use of and delete or return any electronic information associated

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with the CHCC Platform and associated intellectual property. If CHCC terminates this Agreement for convenience or the Agreement is terminated due to CHCC's breach as provided above, it shall refund to Client the undisputed, unearned prorated portion of the Annual License Fee (as defined in Exhibit A) paid for the then-current annual licensing period. If Client terminates this Agreement for convenience, Client will pay to CHCC any undisputed, unpaid portion of the Setup Fee (as defined in Exhibit A) and any undisputed, unpaid portion of the Annual License Fees accrued through the effective date of termination .

5. Limitation of Liability. Subject to any limitation under California law and except for any actions for intellectual property infringement or breach of confidentiality obligations: (i) CHCC shall not be liable to Client for any indirect, incidental, special, consequential, exemplary or punitive damages, losses, or expenses, including but not limited to lost profits, lost revenue, and lost opportunity, even if either party has been advised of the possibility of such damages, losses, or expenses or such damages, losses, or expenses were reasonably foreseeable; and (ii) CHCC's total, maximum, aggregate liability to Client whether in contract, tort (including negligence), products liability, strict liability, or otherwise, shall not exceed the lesser of $100,000 or the total payments received by CHCC . Subject to any limitation under California law and except for any actions for intellectual property infringement or breach of confidentiality obligations: (i) Client shall not be liable to CHCC for any indirect, incidental, special, consequential, exemplary or punitive damages, losses, or expenses, including but not limited to lost profits, lost revenue, and lost opportunity, even if either party has been advised of the possibility of such damages, losses, or expenses or such damages, losses, or expenses were reasonably foreseeable, and (ii) Client's total, maximum, aggregate liability to CHCC whether in contract, tort (including negligence), products liability, strict liability, or otherwise, shall not exceed the lesser of $100,000 or the total payments received by CHCC.

6. Intellectual Property. **Licenses**: While this Agreement is in effect and in consideration for Client's payment of the fees set forth in the Statement of Work, CHCC grants to Client a non-exclusive, non-transferable, non-sublicenseable, license to (a) access and remotely interact with the CHCC Platform and allow users of its CHCC Platform implementation's website ("Users") such access and interaction; (b) use CHCC's trademarks to the limited extent as stated below; (c) access CHCC Platform utilization data; and (d) access error corrections to the CHCC Platform, including fixes to problems in software but excluding additional options, enhancements, and/or new features. Client grants to CHCC a worldwide, non-exclusive, royalty-free license to use, reproduce, distribute, perform and display any and all content it provides to CHCC in connection with the CHCC Platform. **Trademarks**: CHCC and Client each grant to the other a limited, non-exclusive, non-sublicenseable, worldwide license to use the other's trademarks, trade names, copyrights and logos and trade dress (collectively, "Trademarks") only as necessary to fulfill each party's obligations under this Agreement during its term. CHCC and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. CHCC and Client may each terminate the other's license to use its Trademarks if it determines that the other's use of such Trademarks tarnishes, blurs or dilutes the quality or good will associated with such Trademarks and such problem is not cured within ten (10) days of notice thereof. Each party agrees not to contest the other party's ownership of its Trademarks, not to disparage or call into question the validity, value or ownership thereof, and not to use any of the other party's Trademarks in any manner so as to create a combined trademark. Except as expressly granted in this Agreement, no other rights or licenses or uses whatsoever in or to the CHCC Platform or CHCC's Trademarks are granted to Client. CHCC is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to the original and copies of the CHCC Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the CHCC Platform, and any deliverables and supporting services provided by CHCC under this Agreement. **Protections**: CHCC and Client shall cooperate to police and protect the CHCC Platform and its associated intellectual property. Client shall promptly notify CHCC in writing of any unauthorized use, infringement, misappropriation, dilution or other violation of

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the CHCC Platform and its associated intellectual property ("Violations") of which it becomes aware and CHCC shall have the primary right, but not the obligation, to bring and control any suits against any such Violations and retain the entirety of any award arising from such suit. Client shall have no claim of any kind against CHCC based on or arising out of CHCC's handling of or decisions regarding Violations or any such suit or suits. **Notices and Attributions**: Client shall accurately produce and reproduce all CHCC intellectual property notices on all copies Client produces or reproduces of the CHCC Platform and associated data, screens, and software, and shall not remove any CHCC intellectual property notices from any materials. Any website through which a user interacts with the CHCC Platform shall have, at a minimum, attribution to CHCC for creating and operating the website and service, including a "Powered by Healthy Communities Network" clickable link in the navigation header of all pages, CHCC copyright notices on all pages, and appropriate credit for the system and links back to CHCC in any "about us" section.

7. Confidential Information: During the term of this Agreement and for a period of two (2) years thereafter, each of CHCC and Client will keep in confidence and not disclose or disseminate, or permit anyone working under its direction to disclose or disseminate, the existence, source, content or substance of any of the other's Confidential Information to any other person. "Confidential Information" is all nonpublic information concerning the business, technology, internal structure and strategies of either CHCC or Client disclosed to the other orally, or in tangible form, and is either marked as "confidential" or identified as "confidential" prior to disclosure. Employees and independent contractors of one party will be given access to the Confidential Information of the other party only on a need-to-know basis. Client agrees that the trade secrets and know-how included in the CHCC Platform and associated intellectual property shall be treated as Confidential Information regardless of whether such trade secrets and know-how are marked, stamped or otherwise identified as confidential. Information shall not be deemed Confidential Information if it is (i) now generally known or available or which, hereafter through no act or failure to act on the part of CHCC or Client as the receiving party ("Recipient"), becomes generally known or available; (ii) rightfully known to Recipient at the time of receiving such information; (iii) furnished to Recipient by a third party without restriction on disclosure and without Recipient having actual notice or reason to know that the third party lacks authority to so furnish the information; (iv) independently developed by Recipient; or (v) required to be disclosed by law or by a government entity, provided however that Recipient, before making a use or compelled disclosure of Confidential Information, shall give ten (10) business days' prior written notice to the owner of the Confidential Information stating the intended use or disclosure to be made and citing the applicable sub-section of (i) - (v) above allegedly giving it the right or obligation to do so.

8. Security: Without limiting the generality of this Section 7 (Confidentiality), CHCC will take all commercially reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access CHCC systems or the information found therein. CHCC will periodically test its systems for potential areas where security could be breached in accordance with its usual internal practices. CHCC represents and warrants that at all times during the term of the Agreement it will comply, at its sole expense, with all applicable state and federal data privacy and data security, laws, rules, and regulations, as well as with standard industry practices with respect to the obligations of CHCC under this Agreement. On reasonable advance written request from Client, and not more than once per calendar year, CHCC will provide reasonable documentation substantiating CHCC's compliance with this section.

9. User Relations. Client will either incorporate CHCC's terms of use into its terms of use, as will be displayed on Client's website, or allow CHCC to maintain a terms of use link and document on the CHCC Platform implementation's website for Client. Client's Users must agree to the terms of use or will not be allowed to use the CHCC Platform implementation's website. Client's staff shall have first line responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by CHCC. CHCC will provide second tier support directly to Client through Web, email and telephone

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support during normal business hours (9AM to 5PM Pacific Time) with an initial response within one business day that includes an estimated time for final resolution. Client will designate and CHCC will train one support person who will be Client's interface with CHCC on support matters.

10. Indemnity.

Each of CHCC and Client (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, which the Indemnified Party may incur as a result of claims in any form by third parties arising from: (a) the Indemnifying Party's gross negligence or willful misconduct in the performance of its obligations under this Agreement, or (b) the Indemnifying Party's content or trademarks or associated intellectual property. The foregoing obligations are conditioned on the Indemnified Party: (i) giving the Indemnifying Party notice of the relevant claim, (ii) cooperating with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such claim, and (iii) giving the Indemnifying Party the right to control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval. The Indemnified Party shall have the right to participate in the defense at its expense. Notwithstanding the foregoing, CHCC assumes no liability for any claims arising from the following: (i) the combination of the CHCC Platform and associated intellectual property or use with other hardware, software or other items not provided by CHCC; (ii) the modification of the CHCC Platform or any part thereof by Client; (iii) use of the CHCC Platform for a purpose or in a manner for which it was not designed, or (iv) Client's specifications or designs. Client shall indemnify and hold harmless CHCC from and against any claims arising out of such exclusions (i)-(iv). This Section 10 states Client's sole and exclusive remedy and CHCC's entire liability for any alleged infringement of a third party's intellectual property right.

11. General Provisions. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict-of-laws rules of the State of California. **Severability, Headings**: If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. **No Hire.** Without the prior written consent of CHCC until twelve (12) months after the date the CHCC personnel were last involved in any activity related to the Agreement, Client agrees to refrain from employing, as a result of direct solicitation, or directly or indirectly soliciting the employment/engagement of CHCC's employees, agents, and subcontractors who have worked on the Agreement ("Personnel"). If Client is interested in hiring one or more of CHCC's Personnel, such interest will be discussed first with CHCC prior to discussing such an offer with the Personnel. **Force Majeure**: If performance of a party's obligations is interfered with by any condition beyond such party's reasonable control, the affected party shall be excused from performance to the extent of such condition. The operation of CHCC's servers and the provision of the CHCC Platform and supporting services hereunder may be interfered with by numerous factors outside of CHCC's control. CHCC does not guarantee continuous, uninterrupted or secure provision of the CHCC Platform and supporting services, and Client acknowledges that the CHCC Platform and supporting services may be unavailable for sustained periods of time. Should the CHCC Platform and supporting services be unavailable to Client and Users due to force majeure for more than 10 days, and if CHCC does not restore service within 30 days thereafter, Client may terminate this Agreement and be entitled to a refund of the unearned prorated portion of the Annual License Fee paid for the then-current annual licensing period. **Independent Contractors:** CHCC and Client are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created hereunder. **Notice:** Any notices hereunder shall be given to the appropriate party at the address specified herein or at such other address, as the party shall specify in writing. Notice shall be deemed given: upon personal delivery; if sent by fax, upon confirmation of receipt; or if sent by certified mail, postage prepaid, three (3) days after the date of mailing. **Assignment:** This Agreement may not

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be assigned by either party without the express written consent of the other party. Notwithstanding the foregoing, CHCC may assign this Agreement and the provision of services hereunder, together with the rights and ownership of the CHCC Platform and associated intellectual property, to another party so long as such assignment is to an authorized partner of CHCC that agrees to be bound by the terms and conditions of this Agreement. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if assignment is properly made pursuant to this Agreement). **Non-compete and Exclusivity:** During the term of this Agreement (including any renewal period(s) hereof), Client agrees that it will not develop, nor embed, link, co-brand or promote on its CHCC Platform implementation's website, any tools, products or services provided internally or by a third party, that are substantially competitive with or similar to CHCC's tools, products or services without giving to CHCC 90 days' prior written notice, which notice shall provide to CHCC the option of terminating this Agreement for Client's material breach. **Entire Agreement; Waiver:** This Agreement (including Exhibit A attached hereto) sets forth the entire agreement of the parties and supersedes any and all oral or written agreements or understandings between them, as to the subject matter of this Agreement. It may be changed only in a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. **Survival:** Sections 4 ("Termination"), 5. ("Limitation of Liability") 6 ("Intellectual Property"), 10 ("Indemnity"), and 11 ("General Provisions") shall survive any expiration or termination of this Agreement. **Authority to Bind:** Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered.

12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CHCC's contract administrators at the addresses listed below:

For County:
Sarah House – Departmental Information Systems Manager
1270 Natividad Road, Salinas, Ca. 93906
831-755-4531

For CHCC:
100 Campus Drive Suite 200
Florham Park, New Jersey 07932
Attention: Law Department
Email: cbgcontractsteam@conduent.com

Signature page to follow:

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IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto, having been duly authorized, execute this Agreement on the dates indicated:

For Conduent Healthy Communities Corporation

DocuSigned by:
David Williams
20217E7095FA46D...

David Williams

Executive Vice President

Date: 3/10/2020

100 Campus Drive, Suite 200
Florham Park, NJ 07932

For County of Monterey, a political subdivision of the State of California, on behalf of Monterey County Health Department

DocuSigned by:
C7A30BA59CA8423...

Print Name: Elsa Jimenez

Title: Director of Health

Date: 5/12/2020 | 1:55 PM PDT

1270 Natividad Road, Salinas, CA 93906

DocuSigned by:
Stacy Saetta
696D21D44C4341D...
4/13/2020

Stacy Saetta

Deputy

DocuSigned by:
Burcu Mousa
811C333563B9474...
4/15/2020

Burcu Mousa

Assistant Auditor-Controller

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Exhibit A

Statement of Work for CHCC Platform

Conduent Healthy Communities Corporation (CHCC) will make available to Monterey County Health Department ("Client") a version of the CHCC Standalone Platform ("CHCC Platform") as follows:

A. CHCC Features

The CHCC Platform will be configured for Client and include the following features:

1. **Data and Analysis Features**

   - Community Dashboard – Data dashboard that houses all of the indicators on Client's site. Search and filter by geography, topic and subpopulation groups (race/ethnicity, age, and gender) when available. Client may opt to add local data into the Community Dashboard (see "Section 4-Customization Tools & Options").
     - Core List: One hundred (100)+ health and quality of life indicators as available from public, online state or national data sources and dependent upon statistical validity for a geography. Core indicator list is subject to change from time to time depending upon data availability and strategy.
   - Demographics – US Census Bureau QuickFacts Profile for Monterey
   - Socio-Needs Index – A measure of socioeconomic need correlated with preventable hospitalizations and poor health outcomes; counties and zip codes within your selected area are given an Index Value based on a national distribution and then mapped relative to your area to show degrees of socioeconomic need within your community.
   - Data Scoring Tool – Rank indicators on the CHCC Community Dashboard according to a systematic summary of comparisons, grouping indicators into topic areas for a higher level ranking of community health needs. Reports are downloaded from the administrative system at the county level.
   - GIS Maps – Quickly visualize health and quality of life indicators within your community; GIS Maps display indicators available for standard geographies (county, zip code and census tract).
   - Data Extracts – Provides the local administrator with tools to download the indicators into an Excel spreadsheet for import into other applications.

2. **Evaluation and Tracking Tools**

   - Healthy People 2020 Tracker – CHCC-maintained progress tracker for key Healthy People 2020 targets
   - Local Progress Trackers – Allows local administrator to create a curated list of indicators to quickly identify and track progress on local initiatives.
   - Locally Added Targets - Client can add local targets to CHCC-maintained and locally-maintained indicators using the self-service tool.

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3. **Resource Features**

- Promising Practices – Database of two thousand (2,000)+ health and quality of life programs and policies from across the country classified by effectiveness
- Resource Library – Central repository for local resources, including reports, community health assessments, community profiles, two hundred eleven (211) resources (when available, single county systems only) and other local content. Content must be uploaded and maintained by Client.
- Funding Opportunities – CHCC-maintained collection of national grants and funding opportunities.
- CHNA Guide – Interactive, step-by-step guide designed to assist organizations in assessing community health needs and designing strategies and programs to address prioritized needs
- Report Assistant – Quickly create content summary reports that can be exported and shared with others. These reports can be emailed or saved as a PDF.
- Topic Centers – Topic index pages that bring together all the resources in the site on a particular topic area.

4. **Customization Tools and Options**

- Standalone Website Branding – Client can select the website name, URL, color palette and fonts. CHC will work with Client to design the banner
- Navigation Menu – Client can customize website navigation. Includes ability to link to platform features provided by CHCC as well as custom pages created by client.
- Tiles – CHCC's custom content management system. Allows client to easily create and administer pages without having to know HTML. Client can select from more than fifteen (15) unique tile options to highlight CHCC's core tools (indicators, maps, related content, etc.) as well as locally maintained content (client pictures, videos, health improvement plans, resources, etc.). Client can stack and assemble tiles to create custom pages.
- Homepage – Homepage designed using Tiles (CHCC's custom content management system); includes ability to customize homepage content such as images, text, tools and sponsor logos.
- Custom Web Pages – Allows local administrator to create unlimited custom web pages using Tiles (CHCC's custom content management system); system does not require HTML knowledge.
- Locally Maintained Indicators – Client can add local data into the Community Dashboard using the self-service tool. Please note the anticipated time to setup and maintain will vary depending on data complexity, quantity, and user capacity. CHCC provides training and guidance to support local content addition.
- Language Translation – Automated translation of website for forty (40)+ languages supported by Google

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B. CHCC Services

The CHCC Platform comes with the following services:

1. **Account Manager Training and Support Services***

   CHCC and your Account Manager will provide the services listed below to assist in implementation and maintenance of the CHCC Platform. Client will have direct phone and email access to a dedicated account manager for the duration of the agreement.

   - Orientation Call – An initial phone call to meet your Account Manager, review timeline and discuss next steps.
   - Kickoff Meeting (optional) – An initial project kickoff meeting to introduce the platform and the implementation process.
   - Branding Meeting – A webinar with a small group of key decision-makers. Includes overview of the branding process, review of client examples and key decisions that client must make to establish the brand and style of their CHCC Platform.
   - Local Administrator Training – Personalized webinar trainings on website features and system administration. Webinar trainings are tailored to client needs and may include overall approach / process for adding local indicators, how to use the system's dashboards / data analysis tools and how to upload and create content such as priority pages or reports.
   - Site Orientation – A meeting to introduce your custom-designed CHCC Platform. Includes overview of site features and topics aligned with client's goals and objectives. Participants include key decision-makers and (optionally) partners, stakeholders and other end users.
   - Quarterly Meetings – Regularly scheduled, quarterly check-in meetings after site launch. Topics may include indicator updates, product updates, upcoming webinars, or discussions designed to understand and help support client's goals and objectives.
   - Help Center – 24/7 access to an online client Help Center with step-by-step written instructions, training videos and client examples.

   *Account Manager support services are conducted via phone/webinar; however, client may receive one to two (1-2) site visits at client's expense. In-person meetings can be arranged to provide on-site training, conduct a kickoff meeting, lead a site orientation, launch a site or attend/conduct another meeting as specified by the client.

2. **CHCC Peer Network**

   The CHCC Peer Network consists of hospitals, health departments and community coalitions licensing the CHCC Platform and provides access to the following benefits:

   - Community Resources – 24/7 access to a variety of examples from CHCC clients, including client success stories, sample CHNA reports / implementation strategies and approaches for marketing your CHCC Platform to your community
   - Webinars – Access to on-demand and live webinars led by public health professionals at CHCC in conjunction with the CHCC Peer Network. Webinars highlight new product features, client success stories and trending population health topics.

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- Newsletter – Subscription to client email communications featuring indicator updates, product updates, webinar announcements, client success stories, CHCC news and more.
- Client Meetings – Invitation to national or regional meetings.

C. Schedule of Deliverables / Timeline

The following timeline outlines the typical implementation process. The timeline will be refined upon Agreement signing and is dependent on each party meeting defined project dates for milestones.

Work Step	Task Owner	Completion Date
Contract Signed	CHCC/Client	Agreement Sign Date
Orientation Call	CHCC/Client	Upon Agreement signing
Kickoff Meeting (optional)	CHCC/Client	1-4 weeks from Effective Date
Access to training materials and ability to add local content begins	CHCC/Client	8-10 weeks from Effective Date
Completion of core system content / Beginning of licensing period	CHCC	8-10 weeks from Effective Date; exact date to be notified to Client by CHCC and to be referred to as the "Licensing Period Start Date"
Project completion sign-off by client	Client	8-10 weeks from Effective Date
Ongoing site maintenance and content updates	CHCC	Ongoing
Soft launch of system to internal review team	Client	Date TBD by Client
Public launch of system (optional)	Client	Date TBD by Client

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D. Terms of Payment

1. Schedule of Payments as follows:

	Implementation (8-10 weeks)	Year 1	Year 2	Year 3
Website Set up (one time)	$ 10,000			
Annual License – Basic CHCC Standalone Platform State: California County: Monterey		$ 20,000	$ 20,000	$ 20,000
Subtotal	**$10,000**	**$ 20,000**	**$ 20,000**	**$ 20,000**

Total Agreement Amount		**$ 70,000**

2. The one-time Website Set Up Fee will be invoiced after completion of the Core System Content as specified in Section C – Schedule of Deliverables/Timeline above.
3. Annual License Fees will be invoiced at the beginning of each licensing period unless Annual License is terminated subject to the terms in Section 4 Term; Termination in the body of this Agreement.
4. All invoices are due as set forth in Section 3 Payment.
5. The billing contact to receive invoices and interact with CHCC on billing matters is as follows:

   Joe Ripley, Finance Manager II
   Monterey County Health Department
   1270 Natividad Road, Salinas CA 93906
   Phone: 831-796-1250
   RipleyJL@co.monterey.ca.us

6. CHCC understands the billing contact may change from time to time and upon notice by Client.

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 Jane Parker, seconded by Supervisor Mary L. Adams to approve Consent Calendar Item Numbers 13 through 29 excluding Item No. 21.

Agreement No.: A-14686

a. Authorize the Director of Health or Assistant Health Director to Execute a Platform License Agreement with Conduent Healthy Communities Corporation for the provision of customization, maintenance/support, and training for the Healthy Communities Institute Platform System in the amount of $30,000 for Fiscal Year 2019-2020, $20,000 for Fiscal Year 2020-21, and $20,000 for Fiscal Year 2021-22, for an aggregate amount not to exceed $70,000 for the term of April 15, 2020 to April 14, 2023;

b. Approve non-standard risk terms regarding limitation of liability and indemnification as recommended by the Director of Health; and

c. Approve and authorize the Health Director or Assistant Health Director to approve up to three (3) future amendments that do not exceed ten percent (10%) ($7,000) of the original Platform License Agreement amount and do not significantly alter the scope of services.

PASSED AND ADOPTED on this 5th day of May 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 May 5, 2020.

Dated: May 5, 2020
File ID: A 20-099
Agenda Item No.: 13

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

Joel Pablo
Joel G. Pablo, Deputy

Introduced: 12/12/2023 **Current Status:** Passed

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with the County of Santa Barbara to provide water testing and laboratory analysis upon execution through June 30, 2024, for a total agreement amount of $5,000; and
b. Approve non-standard provisions in the Agreement as recommended by the Director of Health Services or designee; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the amendments do not exceed 10% ($500) of the original contract amount and does not significantly change the scope of work, with a total not to exceed a maximum of $5,500.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with the County of Santa Barbara to provide water testing and laboratory analysis upon execution through June 30, 2024, for a total agreement amount of $5,000; and
b. Approve non-standard provisions in the Agreement as recommended by the Director of Health Services or designee; and
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SUMMARY DISCUSSION:

The County of Monterey Health Department, Public Health Bureau, Consolidated Environmental Laboratory requests approval of an Agreement with the County of Santa Barbara to provide fee-based *E. coli*, coliform, and *Legionella* testing services. The Consolidated Environmental Laboratory is an Environmental Lab Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Environmental Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water. The Consolidated Environmental Laboratory is one of only two local health department laboratories in California certified by the Center for Disease Control and Preventions Environmental Legionella Isolation Techniques Evaluation (ELITE) program.

This work supports the County of Monterey Health Department 2018-2024 Strategic Plan Goals: 2.

Enhance public health and safety through prevention, and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports two of the ten essential public health services, specifically: 2. Investigate, diagnose, and address health problems and hazards affecting the population, 4. Strengthen, support, and mobilize communities and partnerships to improve health.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
There is no cost to the County for this agreement. The Health Department collects water testing fees from the County of Santa Barbara based on a Board of Supervisors approved fee schedule.

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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

_____Date: _____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

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Introduced: 12/12/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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Check the related Board of Supervisors Strategic Initiatives:

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☐ 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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:45 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526
On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report

DocuSign Envelope ID: FA7205A0-5E4E-40A7-8280-515D62C0ABFC

Agreement

County of Santa Barbara
Purchasing Agent
260 N San Antonio Rd,
Santa Barbara, CA 93110

Order CN6545

Order date
10/20/2023

Delivery address
Santa Barbara County
PUBLIC HEALTH GEN ACCTG
300 N SAN ANTONIO RD
SANTA BARBARA, CA
93110
SHEA SOTO
805-681-4628;5177

Vendor
133508
MONTEREY COUNTY RECORDERS OFFICE

168 W ALISAL ST 1ST FLOOR
SALINAS
CA
93901
Donna Ferguson, PHM, Ph.D
Fergusond@co.monterey.ca.us

Bill To
Santa Barbara County
300 N SAN ANTONIO RD SANTA BARBARA, CA 93110
805-681-4628; 5177

Refer Inquiries to Buyer
Rafael Reyez
rreyez@countyofsb.org

Terms of payment
30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000286-LABORATORY TESTING	Environmental laboratory testing/analysis services	2024-06-30	1.00		5,000.00	5,000.00

Order Total USD **5,000.00**

GENERAL: CONTRACT for environmental laboratory testing/analysis services as per the attached Scope of Service, Exhibit A.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN June 30, 2024

LIMITATIONS: Total expenditure for the period shall not exceed $5,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 06 20) attached.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS ($200,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

Accepted By: (X) _____

Print Name/Title: _____Date:_____

Applicable License # (Medical/Contractor/Etc.):_____

Phung Loman
COUNTY OF SANTA BARBARA

Exhibit-A

Scope of Services

Monterey County Health Department Consolidated Chemistry Laboratory (MCHDCL) shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Environmental Laboratory testing/analysis services listed below as requested by the County of Santa Barbara:
   a. Total Coliforms and E. coli
   b. Legionella Testing
2. Laboratory methods used:
   a. CDC Legionella pneumophila culture method
   b. MCPHL lab developed PCR method
   c. Legiolert (IDEXX)
3. Sample equipment delivery methods: MCHDCL will ship sample bottles, swabs and cooler if needed. These items can also be picked up at the lab by a Santa Barbara County Public Health Department (SBCPHD) courier or SBCPHD staff.
4. Sample delivery methods: SBCPHD will ship samples to the MCHDCL in a cooler on ice overnight using FedEx or another overnight carrier. These items can also be picked up at the laboratory by a SBCPHD courier or SBCPHD staff.
5. Expected sample turnaround times is approximately 3 weeks, dependent upon sample quality, and number of samples submitted per sampling event. Samples are processed immediately; however, Legionella are slow growing on culture. PCR results are considered preliminary and may be available sooner until confirmation by a culture is available.
6. Preliminary and final laboratory results are submitted by MCHDCL to SBCPHD by email once completed. The laboratory can also notify SBCPHD by phone if requested.
7. Fiscal Year 2023/2024 rates: $138 per sample.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS ("Terms and Conditions") are entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and the party identified as "Vendor" on the COUNTY Purchase Order ("Purchase Order") issued by COUNTY's Procurement Services Division and to which these Terms and Conditions are attached ("CONTRACTOR" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), effective as of the date of CONTRACTOR's signature on or other acceptance of the Purchase Order (defined below). **CONTRACTOR's signature on or other acceptance of the COUNTY Purchase Order issued by COUNTY's Procurement Services Division to which these Terms and Conditions are attached ("Purchase Order") means CONTRACTOR has read, accepted, and agreed to these Terms and Conditions.** These Terms and Conditions, together with the Purchase Order, including all attachments and exhibits hereto and thereto, collectively, shall be referred to in these Terms and Conditions as the "Contract" or the "Contract Documents," and each such document comprising the Contract shall individually be referred to as a "Contract Document". For the avoidance of doubt, the Contract and the Contract Documents include the Description of Services (defined below) and the Indemnification and Insurance Requirements (defined below).

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide to COUNTY the services ("Services") and deliverables ("Deliverables"), and COUNTY agrees to pay CONTRACTOR, as set forth in the Description of Services attached to the Purchase Order and incorporated herein by reference ("Description of Services"). This Contract shall be administered by the COUNTY's Procurement Services Division, and payment hereunder shall be subject to satisfactory performance of the Services and delivery of the Deliverables in accordance with the terms and conditions of the Contract as determined by the Director of COUNTY's General Services Department, or such Director's designee ("Designee"). CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Description of Services.

2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of the Services under this Contract as an independent contractor, and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of such official authorization.

3. **BILLING & PAYMENT.** CONTRACTOR shall submit invoice(s) for the Services to the COUNTY at the COUNTY's address set forth on the Purchase Order, in accordance with the invoicing procedures set forth in the Purchase Order or the Description of Services. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from COUNTY's receipt of invoice.

4. **TAXES.** COUNTY will not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such taxes paid, plus all interest and penalties assessed in connection therewith. Such taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR shall be subject to required nonresident withholding for Services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and CONTRACTOR shall not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will not employ any person or subcontractor having any such conflict interest. CONTRACTOR shall promptly disclose to COUNTY, in writing, any potential conflict of interest.

6. **OWNERSHIP AND INTELLECTUAL PROPERTY.**

   A. CONTRACTOR and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by CONTRACTOR in connection with performing the Services to the extent developed or acquired by CONTRACTOR prior to the commencement or independently of this Contract (collectively, the "Pre-Existing Materials"), including all intellectual property rights therein.

   B. Except as provided in Subsection A of this Section 6, above, COUNTY shall own all Deliverables provided to COUNTY in connection with the Services. CONTRACTOR hereby grants to COUNTY a fully-paid, perpetual license to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use, in whole or in part, all Pre-Existing Materials incorporated into any of the Services or Deliverables, and all other reports, data, documents and other materials comprising, and necessary for COUNTY's continued use of, the Services and Deliverables, whether or not performance under this Contract is completed or terminated prior to completion ("License"). CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided by this Section 6.B. In addition to and without limiting the provisions of the Indemnification and Insurance Requirements (defined below), CONTRACTOR warrants that none of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract shall infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against all claims that any of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims.

C. This Section 6 shall survive the expiration or termination of this Contract.

7. **COUNTY PROPERTY.** COUNTY's property, documents, data, and information (collectively, "COUNTY Property") provided for CONTRACTOR's use or otherwise made available to CONTRACTOR or to which CONTRACTOR or any of CONTRACTOR's employees, affiliates, or subcontractors has access in connection with the Services, shall remain COUNTY's property, and CONTRACTOR shall return and destroy all copies of any and all COUNTY Property at the direction of COUNTY. CONTRACTOR may use COUNTY Property only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate or disclose any COUNTY Property, without COUNTY's prior written consent in each instance. All non-public, confidential or proprietary information of COUNTY (collectively, "Confidential Information") disclosed, or made available to, or otherwise accessed by or on behalf of CONTRACTOR, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this CONTRACT is confidential, and shall not be disclosed or copied by CONTRACTOR without the prior written consent of COUNTY in each instance. Confidential Information does not include information that is in the public domain or rightfully obtained by CONTRACTOR on a non-confidential basis from a third party. CONTRACTOR may use Confidential Information only to the extent necessary to provide the Services. This Section 7 shall survive the expiration or termination of this Contract.

8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to and shall at all times during the term of the Contract fully comply with the Indemnification and Insurance Requirements attached to the Purchase Order and incorporated herein by reference ("Indemnification and Insurance Requirements"). The indemnification provisions set forth in the Indemnification and Insurance Requirements shall survive the expiration or termination of the Contract.

10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with such ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. **NON-ASSIGNMENT; PERMITTED SUBCONTRACTOR(S).** CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Contract or any of CONTRACTOR's rights or obligations under this Contract without COUNTY's prior written consent in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. CONTRACTOR shall not enter into agreements with or otherwise engage any person or entity, including all subcontractors and affiliates of CONTRACTOR, other than CONTRACTOR's employees, to provide any Services to Customer without the prior written consent of COUNTY in each instance (each such approved subcontractor or other third party, a "Permitted Subcontractor"). COUNTY's consent with respect to a Permitted Subcontractor shall not relieve CONTRACTOR of any of its obligations under the CONTRACT, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were CONTRACTOR's own employees. CONTRACTOR shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of CONTRACTOR, are properly licensed, certified and accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services. CONTRACTOR shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment and license provisions of these Terms and Conditions. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

13. **TERMINATION.**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience**. COUNTY may terminate this Contract in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease the performance of Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services.

2. **For Non-appropriation of Funds**. Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term of the Contract.
3. **For Cause**. Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part immediately upon written notice to CONTRACTOR. Upon receipt of such termination or suspension notice, CONTRACTOR shall immediately discontinue all Services (unless such notice directs otherwise) and notify COUNTY as to the status of its CONTRACTOR's performance of

CONTRACTOR's obligations under this Contract. The date of termination shall be the date such notice is received by CONTRACTOR, unless such notice directs otherwise.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in the Description of Services, CONTRACTOR may, at CONTRACTOR's option terminate this Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

C. Upon termination, CONTRACTOR shall deliver to COUNTY all COUNTY Property and all Deliverables, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Services performed prior to the date of such termination in a prorated amount of the compensation due hereunder, less payments, if any, previously made by COUNTY to CONTRACTOR. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract, nor for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

14. **NOTICE.** *From CONTRACTOR:* CONTRACTOR must send or deliver any required notice to the Designee at the addresses specified for COUNTY set forth in the Purchase Order. *From COUNTY:* Designee must send or deliver any required notice to CONTRACTOR at the address set forth in the first paragraph of these Terms and Conditions, above. Notices sent under this section shall be given to their respective parties in writing, by personal delivery, email, or facsimile, or with postage mailed by US Postal Service first-class, receipt of which is unacknowledged, shall be deemed effective three days from date of mailing. Other notices shall be deemed effective upon delivery by hand, proof of delivery by nationally recognized overnight carrier, or written acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This Contract contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing (duly executed by Designee and/or COUNTY's Chief Procurement Officer or designee) and by no other means. Each Party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. This Contract expressly conditions CONTRACTOR's acceptance on CONTRACTOR's agreement to these Terms and Conditions. These Terms and Conditions shall control and prevail over any terms and conditions contained in any other documentation, and expressly exclude all of CONTRACTOR's general terms and conditions, if any, and any other document issued by CONTRACTOR in connection with the Contract unless such document is duly executed by COUNTY.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State, and Federal statutes, ordinances, and regulations in effect during the Term of this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY. Before the date on which the Services are to start, CONTRACTOR shall obtain and, at all times during the term of this Contract, maintain, all necessary licenses, permits, and consents applicable to the provision of the Services. CONTRACTOR shall comply with all rules, regulations and policies of COUNTY, including security procedures concerning systems and data and remote access thereto, building security procedures, including, but not limited to, the restriction of access by CONTRACTOR to certain areas of COUNTY premises or systems for security reasons, and general health and safety practices and procedures.

17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

18. **ORDER OF PRECEDENCE.** Any ambiguity, conflict, or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence: (1) the Indemnification and Insurance Requirements; (2) these Terms and Conditions; (3) the Purchase Order; (4) the Description of Services, (5) any other Contract Documents comprising the Contract (a) as attachments to the Purchase Order, or (b) duly executed by both of the Parties after CONTRACTOR's acceptance of the Purchase Order.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that none of CONTRACOR and CONTRACTOR's employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR shall not contract with any subcontractor that is so debarred or suspended.

20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices or statements regarding COUNTY or its projects, without the prior written consent of COUNTY in each instance.

21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **SURVIVAL.** All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

24. **NO WAIVER.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. **SUCCESSORS AND ASSIGNS.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with these Terms and Conditions.

26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** The Contract and these Terms and Conditions may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. Each of the Parties represents and warrants that such Party's respective signatories to the Contract have the power and authority to enter into this Contract in the capacities set forth in the Purchase Order, and such Party has fully complied with all formal requirements necessary for such Party to enter into this Contract and for this Contract to be legally binding on such Party. CONTRACTOR hereby certifies and warrants that entering into this Contract shall not cause CONTRACTOR to breach the terms or conditions of any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR.

EXHIBIT C

Indemnification and Insurance Requirements
(For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 in the aggregate.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL 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 can 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).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – 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 effect 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.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to

provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Introduced: 12/13/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Amendment No. 1 with Steris Corporation for the purchase of preventative maintenance for existing laboratory equipment LAB 110/250 VAC/Grav BC SD Electric, extending the term an additional year, effective January 1, 2021, through June 30, 2024, and increase the contract amount for a total amount of $58,111; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($5,812) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $63,923.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Amendment No. 1 with Steris Corporation for the purchase of preventative maintenance for existing laboratory equipment LAB 110/250 VAC/Grav BC SD Electric, extending the term an additional year, effective January 1, 2021, through June 30, 2024, and increase the contract amount for a total amount of $58,111; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($5,812) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $63,923.

SUMMARY DISCUSSION:
The Health Department's Public Health Laboratory (PHL) is responsible for providing testing services to identify microorganisms that cause disease including bacteria, fungi, viruses, and parasites. The PHL is a Laboratory Response Network (LRN) and California SARS-CoV-2 Whole Genome Sequencing Initiative called COVIDNet. The PHL provides testing with associated whole genome sequencing for communicable disease surveillance purposes, surge events and other public health emergencies. The PHL also serves as a reference laboratory for local hospitals and health care agencies, particularly with respect to identifying *Mycobacterium*, *Coccidioides*, and *Legionella* species.

The PHL seeks approval to amend an agreement with Steris Corporation for preventative maintenance services of laboratory equipment. Properly functioning instruments are critical to keep laboratory personnel and the public safe from biological hazards, lengthen the life of equipment, reduce contamination, and ensure accurate laboratory results.

This work supports the Monterey County Health Department 2018-2024 Strategic Plan Goals, specifically: 2. Enhance public health and safety through prevention; and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports three of the ten essential public health services, specifically: 1. Assess and monitor population health status, factors that influence health, and community needs and assets; 2. Investigate, diagnose, and address health problems and hazards affecting the population; and 9. Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Amendment as to legal form. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions.

FINANCING:
This agreement is funded 77% with Public Health Lab fee revenue and 23% Health Realignment. There are sufficient appropriations for this agreement in the Health Department Public Health Bureau's FY 2023-24 Adopted Budget 001-4000-HEA003.

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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

_____Date: _____

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

Attachments:
Board Report
Amendment No.1
Exhibit A
Board Order to Agreement
Agreement

DocuSign Envelope ID: 6BF4B24A-FDC4-463C-B062-A08344F893DE

Introduced: 12/13/2023

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 non-standard Amendment No. 1 with Steris Corporation for the purchase of preventative maintenance for existing laboratory equipment LAB 110/250 VAC/Grav BC SD Electric, extending the term an additional year, effective January 1, 2021, through June 30, 2024, and increase the contract amount for a total amount of $58,111; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($5,812) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $63,923.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Amendment No. 1 with Steris Corporation for the purchase of preventative maintenance for existing laboratory equipment LAB 110/250 VAC/Grav BC SD Electric, extending the term an additional year, effective January 1, 2021, through June 30, 2024, and increase the contract amount for a total amount of $58,111; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($5,812) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $63,923.

SUMMARY DISCUSSION:

The Health Department's Public Health Laboratory (PHL) is responsible for providing testing services to identify microorganisms that cause disease including bacteria, fungi, viruses, and parasites. The PHL is a Laboratory Response Network (LRN) and California SARS-CoV-2 Whole Genome Sequencing Initiative called COVIDNet. The PHL provides testing with associated whole genome sequencing for communicable disease surveillance purposes, surge events and other public health emergencies. The PHL also serves as a reference laboratory for local hospitals and health care agencies, particularly with respect to identifying *Mycobacterium*, *Coccidioides*, and *Legionella* species.

The PHL seeks approval to amend an agreement with Steris Corporation for preventative maintenance services of laboratory equipment. Properly functioning instruments are critical to keep laboratory personnel and the public safe from biological hazards, lengthen the life of equipment, reduce contamination, and ensure accurate laboratory results.

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This work supports the Monterey County Health Department 2018-2024 Strategic Plan Goals, specifically: 2. Enhance public health and safety through prevention; and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports three of the ten essential public health services, specifically: 1. Assess and monitor population health status, factors that influence health, and community needs and assets; 2. Investigate, diagnose, and address health problems and hazards affecting the population; and 9. Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Amendment as to legal form. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions.

FINANCING:
This agreement is funded 77% with Public Health Lab fee revenue and 23% Health Realignment. There are sufficient appropriations for this agreement in the Health Department Public Health Bureau's FY 2023-24 Adopted Budget 001-4000-HEA003.

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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

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DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:45 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report
Amendment No.1
Exhibit A
Board Order to Agreement
Agreement

DocuSign Envelope ID: EDD61466-64BA-4615-B0A0-0055A882AE0C

AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY and Steris Corporation

THIS AMENDMENT No. 1 is made to the AGREEMENT, No. A-15384 by and between **Steris Corporation,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, on June 30, 2021, the County and CONTRACTOR entered into Agreement in the amount of $51,515.28 for the term of January 1, 2021, through December 31, 2023, for the provision of laboratory equipment inspection and maintenance services; and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement term for one additional year through June 30, 2024, to allow services to continue and increase funds by $6,595.12 for a new Agreement amount not to exceed $58,110.40 and replacing Exhibit A due to the extension of laboratory equipment inspection and maintenance services in the Scope of Work.

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

1. **Section 2.0 "PAYMENTS BY THE COUNTY**" shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $51,515.28." and replacing it with "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed $58,110.40."

2. **Section 3.0 "TERM OF AGREEMENT"** shall be amended by removing, "The term of this Agreement is from January 1, 2021, to December 31, 2023, 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 with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement."** and replacing it with "The term of this Agreement is January 1, 2021, to **June 30, 2024**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement."**

3. **EXHIBIT A** – Scope of Services shall be amended for the extension of laboratory equipment inspection and maintenance services. Exhibit A is deleted and replaced in its entirety and attached hereto as EXHIBIT A-1. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

4. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

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5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 30, 2021.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No.1 on the day and year written below.

COUNTY OF MONTEREY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E5745456...

Deputy Auditor/Controller

Dated: 12/5/2023 | 1:21 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Marina Pantchenko
65EE9F1502BD412...

Deputy County Counsel

Dated: 12/5/2023 | 12:30 PM PST

Approved:

Director of Health

Dated:

CONTRACTOR

By:

Signature of Chair, President, or Vice-President

Julia Madsen, Senior Vice President and General Manager

Printed Name and Title

Dated: 11/30/2023

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)* Vice President Sales

Brad Sulecki, Vice President Equipment Sales and Service

Printed Name and Title

Dated: 11/30/23

*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.

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EXHIBIT A-1
SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
And
Steris Corporation, Inc.

This Exhibit A shall be incorporated by reference as part of Agreement attached hereto governing work to be performed under the attached referenced Agreement, the nature of the working relationship between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **Steris Corporation**, (hereinafter referred to as CONTRACTOR) and specific obligations of the CONTRACTOR.

A. Scope of Services

CONTRACTOR will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services.

A.1 The services for equipment will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("normal working hours"). Any service not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth: Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours.

The Equipment List indicates the frequency of the calibration services that is included in the Services as defined below:

Exclusions -The Services do not include the following:
(i) Equipment overhauls, welding, rebuilds, upgrades and/or relocations, door assemblies, light cameras, surgical monitors or recorders not purchased from STERIS, generators, water tanks, reservoirs, surgical table shrouds, SYSTEM 1e trays and monochrome display. For life sciences COUNTY, all pumps, transducers, or components with a sales price greater than $5,000.
(ii) Consumable and expendable items including, but not limited to, filters, cleaning agents, biological and chemical indicators, recording charts, paper, ink pens, ribbons, pen arms, surgical lamps, light handles, batteries, and all hydraulic oils.
(iii) Surgical table accessories, hand controls, arm boards, x-ray tops, table pads
(iv) Visits made at COUNTY's request to perform services on equipment which was not available or which could not be located;
(v) Services requested by COUNTY due to failure of defective accessory items;
(vi) Services or parts requested by anyone other than STERIS, unless authorized in writing by STERIS;
(vii) Parts, manuals and/or labor found necessary to bring equipment up to normal operating condition during the Pre-PM Inspection, provided that if COUNTY does not wish to bring the

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equipment up to normal operating condition, STERIS will delete the equipment from the equipment list;

(viii)Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party or other acts beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required;

(ix) Parts or labor required for recall or safety-oriented modifications to non-STERIS equipment;

(x) Any repairs which are estimated by STERIS to cost in excess of 50% of the unit's current value (STERIS will provide COUNTY with a written estimate in such cases);

(xi) Services performed outside of normal working hours, unless work outside normal working hours is provided for in the equipment list; and

(xii) Service lines, shut off valves, disconnect switches or other components not a part of the equipment unless otherwise specified.

(xiii) Any parts for equipment that is not designated as parts inclusive on the equipment list; and

(xiv) Unless the 1st Year Preventive Maintenance Option listed on Attachment A is selected by the COUNTY, preventive maintenance during the warranty period for capital equipment is not covered by this Agreement and is available through a separate agreement with STERIS.

(xv) All oil changes in excess of the quantity of (2) for all V-PRO units with a standard maintenance agreement are billable events to be charged at then current parts and labor rates. Oil changes above the standard quantity of (2) may be included in the maintenance agreement for an additional fee.

(xvi) STERIS's obligation to provide the Services will be relieved during the term if access to parts are no longer available to support product or the product is obsolete from a parts and labor coverage level. COUNTY will be given the option to reduce the coverage to labor only for the remainder of the term.

A.2 Additions or Deletions of Equipment:

(a)Additions or deletions of equipment to or from the equipment list may be made, subject to both the inspection contemplated by Section 6(b) below and to the advance written agreement of both STERIS and COUNTY. Deletions may be made only where equipment has been taken out of service. If COUNTY elects to keep an item of equipment in service after STERIS has determined that the item can no longer be effectively or safely maintained, COUNTY will assume full responsibility for that decision and will defend and indemnify STERIS for any claims or liability arising from the condition or use of that item including any personal injuries to or death of any employees of COUNTY or STERIS.

(b) Prior to the addition of any equipment to the equipment list, an amendment would be done with mutually agreed upon terms, a Pre-PM inspection may be required to verify that the equipment is operating in accordance with the manufacturer's original equipment specifications (the "Pre-PM Inspection"). The Pre-PM Inspection will be at COUNTY's expense and included in the costs of the Amendment to the current Agreement.

(c)If ProConnect Remote Monitoring is included in this agreement, it will be enabled on any equipment added to the agreement that is capable of supporting this feature. Remote monitoring will be enabled as part of the next scheduled service visit, where applicable.

A.3 9. COUNTY's Responsibilities:

(a) Access to Equipment - COUNTY shall provide STERIS's personnel with free and safe access to the equipment on each date that service calls are made pursuant to this Agreement and shall assist STERIS's representative in any reasonable manner (including the provision of appropriate

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services such as electrical power, water, etc.) in said representative's performance of the Services. COUNTY will make all Equipment available for the Services as scheduled. STERIS will not be responsible for providing the services for equipment that is not made available. COUNTY shall be responsible for paying any and all fees or costs associated with security or other facility access requirements. STERIS shall only provide information that it deems reasonable and appropriate to secure access to the facility.

(b) INTENTIONALLY OMITTED

(c) Employee Training - COUNTY acknowledges that it is the responsibility of COUNTY for ensuring that all personnel permitted to operate the equipment will be adequately trained and supervised and that the equipment will be operated in compliance with the manufacturer's instructions and all applicable laws, rules, regulations and/or standards.

(d) INTENTIONALLY OMITTED

(e)Unauthorized Repair Personnel - COUNTY will permit only STERIS representatives, or any other party acting on behalf of STERIS, to make repairs or to replace parts of the Equipment.

(f) INTETIONALLY OMITTED

(g) Hazard Communication - COUNTY will provide STERIS with information as to all known hazards or hazardous materials which STERIS's personnel may encounter when working on Equipment and in the environments within which Equipment is located.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$58,110.40** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

	Equipment Description	Serial #	Location	Agreement Product	Status	Annual Price	Total Line Price	
1	LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT	1297057	Media Room 111	Select Choice Agreement	Comprehensive	$6,503.02	$6,503.02	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 4**							
2	20X20X38 CENT PREVAC STER	31800902	Media Room 111	Select Choice Agreement	Comprehensive	$3,972.24	$3,972.24	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 4**							
3	20X20X38 CENT PREVAC STER	31800902	Media Room 111	NA-Calibration Service Agreement	Calibration	$1,419.47	$1,419.47	
	Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 1							
4	LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT	1297057	Media Room 111	NA-Calibration Service Agreement	Calibration	$1,362.69	$1,362.69	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 1**							
5	STM GENERATOR 440/480V INTEGRAL	35270		Select Choice Agreement	Comprehensive	$3,577.64	$3,577.64	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 4**							
	No. of items to be inspected: 5 Billing Frequency: Quarterly							

First Year Amount-2021	$16,835.06
Second Year Amount-2022	$17,340.11
Third Year Amount-2023	$17,340.11
Total Agreement Amount	$51,515.28

		Preventatative Maintence for existing Lab 110/250 VAC/Grav BC SD Electric serial#012970507		
	Removal	Total CARE serial #012970507 Lab 110/250 Vac/Grav BC SD Electric - Coverage period: **1/1/2023 to 6/30/2023**	**$**	**(3,349.06)**
	Removal	Total CARE serial #35270 chrom CES Ch10-14 Carbon Steel - 180kw - Coverage period: **1/1/2023 to 6/30/2023**	**$**	**(1,842.49)**
	Addition	Total CARE serial #012970507 Lab 110/250 Vac/Grav BC SD Electric - Coverage period: **7/1/2023 to 6/30/2024**	**$**	**10,383.09**
	Addition	Calibration serial #012970507 Lab 110/250 Vac/Grav BC SD Electric - Coverage period: **7/01/2023 to 6/30/2024** ***Calibration to be completed March 2024.***	**$**	**1,403.57**
		Non taxable total	**$**	**6,595.11**
		Not to Exceed Amount	**$**	**58,110.40**

There shall be no travel reimbursement allowed during this Agreement.

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B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey Health Department
Public Health Laboratory
Attn: Donna Ferguson
1270 Natividad Road
Salinas, CA 93606
(831) 755-4636
fergusond@co.monterey.ca.us

Invoices shall:

a. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b. Bear the Contractor's name as shown on the agreement.
c. Be submitted monthly
d. Identify the billing and/or performance period covered by the invoice.
e. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

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 John M. Phillips to:

Agreement No.: A-15384
a. Authorize the Director of Health to execute a Standard Agreement with Steris Corporation for the provision of equipment inspection and maintenance service for laboratory equipment, in the amount of $51,515.28 for the retroactive period from January 1, 2021 to December 31, 2023; and
b. Approve nonstandard indemnification, and liability provisions and termination clauses in Agreement as recommended by the Director of Health.

PASSED AND ADOPTED on this 22nd day of June 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 June 22, 2021.

Dated: June 30, 2021
File ID: A 21-325
Agenda Item No.: 49

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

Julian Lorenzana, Deputy

DocuSign Envelope ID: 537CD1BE-8373-49D8-966D-B97034499DB9

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:
Steris 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:

Laboratory equipment inspection/maintenance.

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:$ 51,515.28

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January1, 2021 **to** December 31,2023, 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: Addendum No. 1
Exhibit C : Vendor Service Coverage

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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:

DS

Contractor

DS

County

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

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

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

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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 for 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

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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.)

DS
Contractor
DS
County

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.~~

DS
Contractor
DS
County

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

~~Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.~~

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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.

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11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), 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, 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 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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14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Edward L. Moreno, MD, MPH, Health Officer and Director of Public Health Bureau	Dawn Felker Contract Sales Representative
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	5960 Heisley Road Mentor, OH 44060-1834
Address	Address
(831) 755-4585	(440) 392-8518
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

15.01 **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.

15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 **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.

15.04 **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.

15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 **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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15.07 **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.

15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 **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; venue shall be Monterey County.

15.12 **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.

15.13 **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.

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 **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.

15.16 **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.

15.17 **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.

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16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Steris Corporation Contractor's Business Name*
Date: DocuSigned by: C7A30BA59CA8423...	By: DocuSigned by: Laura Mather D8AF8D772AC8499... (Signature of Chair, President, or Vice-President) *
By: _____ Department Head (if applicable)	Laura Mather VP GM Service Name and Title
Date: 6/30/2021 | 2:49 PM PDT	Date: 5/28/2021 | 11:59 AM PDT
By: _____ Board of Supervisors (if applicable)	
Date: _____	
Approved as to Form[1] DocuSigned by: Marina Pantchenko 65EE9F1502BD412... Deputy County Counsel	
By: _____ County Counsel	By: DocuSigned by: Bob McCall AA057BB0B5F54F7... (Signature of Secretary, Asst. Secretary, CEO, Treasurer or Asst. Treasure) *
Date: 6/2/2021 | 12:20 PM PDT	Bob McCall VP Service Name and Title
Approved as to Fiscal Provisions[2] DocuSigned by: Gary Giboney D3834BFEC1D8449... Chief Deputy Auditor-Controller	
By: _____ Auditor/Controller	Date: 5/28/2021 | 1:03 PM PDT
Date: 6/2/2021 | 12:23 PM PDT	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number:_____, approved on (date): _____

*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

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EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
And
Steris Corporation, Inc.

This Exhibit A shall be incorporated by reference as part of Agreement attached hereto governing work to be performed under the attached referenced Agreement, the nature of the working relationship between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **Steris Corporation**, (hereinafter referred to as CONTRACTOR) and specific obligations of the CONTRACTOR.

I. Scope of Services

A. CONTRACTOR will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services.

B. The Services for infection prevention equipment will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). Any Service not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth: Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours.

The Equipment List indicates the frequency of the calibration services that is included in the Services as defined below:

Exclusions -The Services do not include, the following:
(i) Equipment overhauls, welding, rebuilds, upgrades and/or relocations, door assemblies, Light cameras, surgical monitors or recorders not purchased from STERIS, generators, water tanks, reservoirs, Surgical Table Shrouds, SYSTEM 1e trays and monochrome display. For life science Subscribers, all pumps, transducers, or components with a sales price greater than $5,000.
(ii) Consumable and expendable items including, but not limited to, filters, cleaning agents, biological and chemical indicators, recording charts, paper, ink pens, ribbons, pen arms, surgical lamps, light handles, batteries, and all hydraulic oils.
(iii) Surgical table accessories; hand controls, arm boards, x-ray tops, table pads
(iv) Visits made at Subscriber's request to perform Services on Equipment which was not available or which could not be located;
(v) Services requested by Subscriber due to failure of defective accessory items;
(vi) Services or parts requested by anyone other than STERIS, unless authorized in writing by STERIS;
(vii) Parts, manuals and/or labor found necessary to bring Equipment up to normal operating condition during the Pre-PM Inspection, provided that if Subscriber does not wish to bring the Equipment up to normal operating condition, STERIS will delete the Equipment from the Equipment List;

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(viii)Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party or other acts beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required;
(ix) Parts or labor required for recall or safety oriented modifications to non-STERIS Equipment;
(x) Any repairs which are estimated by STERIS to cost in excess of 50% of the unit's current value (STERIS will provide Subscriber with a written estimate in such cases);
(xi) Services performed outside of Normal Working Hours, unless work outside Normal Working Hours is provided for in the Equipment List; and
(xii) Service lines, shut off valves, disconnect switches or other components not a part of the Equipment unless otherwise specified.
(xiii) Any parts for Equipment that is not designated as parts inclusive on the Equipment List; and
(xiv) Unless the 1st Year Preventive Maintenance Option listed on Attachment A is selected by the Subscriber, preventive maintenance during the Warranty Period for capital equipment is not covered by this Agreement and is available through a separate agreement with STERIS.
(xv) All oil changes in excess of the quantity of (2) for all V-PRO units with a standard maintenance agreement are billable events to be charged at then current parts and labor rates. Oil changes above the standard quantity of (2) may be included in the maintenance agreement for an additional fee.
(xvi)STERIS's obligation to provide the Services will be relieved during the term if access to parts are no longer available to support product or the product is
obsolete from a Parts and Labor coverage level. Subscriber will be given the option to reduce the coverage to Labor Only for the remainder of the term.

C. Additions or Deletions of Equipment:
(a)Additions or deletions of Equipment to or from the Equipment List may be made, subject to both the inspection contemplated by Section 6(b) below and to the advance written agreement of both STERIS and Subscriber. Deletions may be made only where Equipment has been taken out of service. If Subscriber elects to keep an item of Equipment in service after STERIS has determined that the item can no longer be effectively or safely maintained, Subscriber will assume full responsibility for that decision and will defend and indemnify STERIS for any claims or liability arising from the condition or use of that item including any personal injuries to or death of any employees of Subscriber or STERIS.
(b) Prior to the addition of any equipment to the Equipment List, an Amendment would be done with mutually agreed upon terms, a Pre-PM inspection may be required to verify that the equipment is operating in accordance with the manufacturer's original equipment specifications (the "Pre-PM Inspection"). The Pre-PM Inspection will be at County's expense and included in the costs of the Amendment to the current Agreement.
(c)If ProConnect Remote Monitoring is included in this agreement, it will be enabled on any equipment added to the agreement that is capable of supporting this feature. Remote monitoring will be enabled as part of the next scheduled service visit, where applicable.

D. 9. Subscriber's Responsibilities:
(a) Access to Equipment - Subscriber shall provide STERIS's personnel with free and safe access to the Equipment on each date that service calls are made pursuant to this Agreement and shall assist STERIS's representative in any reasonable manner (including the provision of appropriate services such as electrical power, water, etc.) in said representative's performance of the Services. Subscriber will make all Equipment available for the Services as scheduled. STERIS will not be responsible for providing the Services for Equipment that is not made available. Subscriber shall be responsible for paying any and all fees or costs associated with security or other facility access

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requirements. STERIS shall only provide information that it deems reasonable and appropriate to secure access to the facility.
(b) INTENTIONALLY OMITTED
(c) Employee Training - Subscriber acknowledges that it is the responsibility of Subscriber for ensuring that all personnel permitted to operate the Equipment will be adequately trained and supervised and that the Equipment will be operated in compliance with the manufacturer's instructions and all applicable laws, rules, regulations and/or standards.
(d) INTENTIONALLY OMITTED
(e)Unauthorized Repair Personnel - Subscriber will permit only STERIS representatives, or any other party acting on behalf of STERIS, to make repairs or to replace parts of the Equipment.
(f) INTETIONALLY OMITTED
(g) Hazard Communication - Subscriber will provide STERIS with information as to all known hazards or hazardous materials which STERIS's personnel may encounter when working on Equipment and in the environments within which Equipment is located.

	Equipment Description	Serial #	Location	Agreement Product	Status	Annual Price	Total Line Price	
1.	LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT	01297057	Media Room 111	Select Choice Agreement	Comprehensive	$6,503.02	$6,503.02	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 4**							
2.	20X20X38 CENT PREVAC STER	031800902	Media Room 111	Select Choice Agreement	Comprehensive	$3,972.24	$3,972.24	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 4**							
3.	20X20X38 CENT PREVAC STER	031800902	Media Room 111	NA-Calibration Service Agreement	Calibration	$1,419.47	$1,419.47	
	Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 1							
4.	LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT	01297057	Media Room 111	NA-Calibration Service Agreement	Calibration	$1,362.69	$1,362.69	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 1**							
5.	STM GENERATOR 440/480V INTEGRAL	35270		Select Choice Agreement	Comprehensive	$3,577.64	$3,577.64	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 4**							
	No. of items to be inspected: 5 Billing Frequency: Quarterly							

First Year Amount-2021	$16,835.06
Second Year Amount-2022	$17,340.11
Third Year Amount-2023	$17,340.11
Total Agreement Amount	$51,515.28

II. Term of the Agreement

The term of this Agreement shall be **January 1, 2021 through December 31, 2023** unless sooner terminated pursuant to the terms of this Agreement.

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IV. Payment Provisions

1. Reimbursement may only be sought for those cost and/or cost categories expressly identified as allowable in this agreement by the County of Monterey.

2. Any tax, such as sales and use taxes, exclusive of property and income taxes, that CONTRACTOR is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by County to CONTRACTOR, or County shall pay directly to the taxing agency with proof of payment provided to CONTRACTOR. This obligation extends retroactively if so assessed by a taxing agency.

3. Invoices shall be mailed to:

   Monterey County Health Department, Public Health
   Attention: Fiscal Unit – Public Health Bureau Laboratory
   1270 Natividad Road
   Salinas, CA 93906

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ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND STERIS

This Addendum No. 1 ("Addendum #1") amends, modifies, and supplements the County of Monterey Agreement by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter "County") and STERIS CORPORATION (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement, and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 15.17 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. **Replacing Section 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. The certificate shall include additional insured endorsements of CG2010 0704, CG2037 0704 and 87950 0914.

2. **Replacing Other Requirements 9.04**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer or an approved surplus lines 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.

General Liability, Auto Liability and Workers' Compensation policy shall provide that the County shall be given notice in writing at least thirty days in advance of 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 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, per blanket CG2010 0704 and CG2037 0704

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endorsements **and shall further provide that such insurance is primary insurance to any insurance or self-insured 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 Automobile Additional Insured endorsement is 87950 0914.

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 substantial 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.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Steris Corporation

Approved:

DocuSigned by:
By: Laura Mather
D8AF8D772AC8499...

Laura Mather VP GM Service
Name and Title

Date: 5/28/2021 | 11:59 AM PDT

Approved:

DocuSigned by:
By: Bob McCall
AA057BB0B5F54F7...

Bob McCall VP Service
Name and Title

Date: 5/28/2021 | 1:03 PM PDT

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:
By: Marina Pantchenko
65EE9F1502BD412...
Deputy County Counsel

Date: 6/2/2021 | 12:20 PM PDT

Approved:

DocuSigned by:
By: Gary Giboney
D3834BFEC1D8449...
Auditor/Controller

Date: 6/2/2021 | 12:23 PM PDT

Approved:

DocuSigned by:
By:
C7A30BA59CA8423...
Director of Health

6/30/2021 | 2:49 PM PDT

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Exhibit C

SERVICE COVERAGE DESCRIPTIONS

1. Comprehensive (Platinum): Comprehensive service includes all parts and labor to perform (i) scheduled preventive maintenance in accordance with STERIS's then current Preventive Maintenance Check List ("PMCL") and (ii) unscheduled repair visits, provided that parts required during unscheduled repair visits are not subject to the parts exclusions as outlined in Section 5(d).

STERIS Service Maintenance Coverage	Comprehensive
	Complete maintenance and repair package for those who want the simplest way to cover their investment
EQUIPMENT MAINTENANCE	
Meets OEM Recommended Maintenance & Safety Standards	●
Scheduled Maintenance Labor	●
Scheduled Maintenance Parts (Where applies)	●
Travel Charges	●
Repair Labor	●
Repair Parts	●
CUSTOMER SUPPORT	
Priority Technical Support 24/7	●
Customer Care Center	●
Place Service Request online at eService.com	●
Detailed Service Documentation	●

2. Priority Technical Support is also included in addition to Remote Monitoring if the covered equipment is capable and enabled with this technology. Subscriber can also use eservice.steris.com to schedule and track service requests, and also purchase service parts.
3. Normal Working Hours – The Services for surgical equipment will be performed Monday through Friday, 8:00 A.M. to 8:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). The Services for infection prevention equipment will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). Any Service not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth in Attachment A section 4(a).
4. Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours.
   a. Overtime coverage options must be noted on the Equipment List and are as follows:

Option	Equipment Type	Hours	Description
PM Late	Infection prevention	M-F 5:00 PM – 12:00 AM	Provides scheduled PMs during the hours indicated, excludes holidays
PM Late	surgical	M-F 8:00 PM – 12:00 AM	Provides scheduled PMs during the hours indicated, excludes holidays
PM 24x5	Both	M-F 24 hrs	Provides scheduled PMs during the hours indicated, excludes holidays
OT 24x7	Both	24x7	Provides unscheduled maintenance at any time, includes holidays

5. Priority Technical Support: Priority Technical Support service for STERIS equipment for the term of the Agreement to include; unlimited calls to the STERIS service hotline, calls related to STERIS equipment shall be placed ahead of calls related to equipment that is not registered for Priority Support coverage and STERIS shall route all calls to the appropriate Technical Support resource based on the equipment serial number.
6. 1st Year Preventive Maintenance Service Option: During the warranty period for new Equipment purchased by Subscriber, Subscriber will have for surgical equipment a Performance Check Service Option. Infection preventive equipment will have a 1st Year Preventive Maintenance Service Option. The Performance Check Service Option includes labor to perform a scheduled inspection in accordance with STERIS's then current Performance Checklist. The 1st Year Preventive Maintenance Service Option includes all parts (if applicable) and labor to perform scheduled preventive maintenance in accordance with STERIS's then

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current PMCL. Parts and labor for unscheduled repair visits during the warranty period are covered by the standard equipment warranty. Priority Technical Support is also included, as well as access to eservice.steris.com to schedule and track service requests, and also purchase service parts.

7. ~~Block of Time: Subscriber agrees to purchase an annual prepaid retainer for a specific value of STERIS labor and travel.~~
8. ~~Block of Parts: Subscriber agrees to purchase an annual prepaid retainer for a specific value of STERIS parts.~~
9. Additional Service Options: In addition to the Service Options set forth in paragraphs 1 – 5 above, Subscriber may select from one or both of the following additional Service Options. If selected, the prices for additional Service Options selected by Subscriber shall be set forth on the Equipment List and such prices are not included in the price for the other Service Options selected by Subscriber. The following additional Service Options may be selected by Subscriber on the Equipment List for any piece of Equipment:
    a. Chamber Cleaning – STERIS will provide periodic interior surface cleaning of the chamber walls of certain sterilizers included on the Equipment List. Unless otherwise included in the Service Option selected by Subscriber, the chamber cleaning services do not include any repairs or maintenance service that may be discovered during the course of the chamber cleaning services. All chemicals and equipment used in connection with such chamber cleaning services will be provided by STERIS. The Equipment List indicates the frequency of the chamber cleaning that is included in the Services.
    b. Calibration Services – STERIS will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services. The Equipment List indicates the frequency of the calibration services that is included in the Services.
10. Prices:
    a. Prices: During the Initial Term of this Agreement, the Prices for the Service Options for each piece of Equipment selected by Subscriber are listed in the service agreement.
    ~~b. Zone Charges (flat travel fee from STERIS primary technician's residence for unscheduled, billable work):~~

~~i.~~	~~Zone 1~~	~~0-161M~~	~~Prevailing Rate~~
~~ii.~~	~~Zone 2~~	~~162-402M~~	~~Prevailing Rate~~
~~iii.~~	~~Zone 3~~	~~403-803M~~	~~Prevailing Rate~~
~~iv.~~	~~Zone 4~~	~~>804M~~	~~Prevailing Rate~~

Introduced: 12/18/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

a. Authorize the Director of Health Services or designee to execute the Student Placement Agreement ("Agreement") with the Center for Employment Training ("CET") for the placement of nursing students within the Health Department to complete internship/externship assignments as part of their respective field of education and service-learning requirements, for a term of January 9, 2024, to June 30, 2028; and
b. Approve the recommendation of the Director of Health Services or designee to accept nonstandard indemnification provisions in the Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize the Director of Health Services or designee to execute the Student Placement Agreement ("Agreement") with the Center for Employment Training ("CET") for the placement of nursing students within the Health Department to complete internship/externship assignments as part of their respective field of education and service-learning requirements, for a term of January 9, 2024, to June 30, 2028; and
b. Approve the recommendation of the Director of Health Services or designee to accept nonstandard indemnification provisions in the Agreement.

SUMMARY DISCUSSION:

The Health Department's Clinic Services Bureau (Health Department) operates ten community clinic sites designated as Federally Qualified Health Center (FQHC), which provide preventive, primary, and specialty medical care services. The Health Department has the ability to provide a learning environment in the clinic for students who require practical field experience education, while also increasing potential to attract future job candidates to the Health Department workforce.

This Agreement with Center for Employment Training (CET) is based on the Board-approved Student Placement Agreement template that was approved by the Board on May 4, 2021, and provides the County of Monterey with standards of policy, procedures, and best practices for student placement. Although the Health Department is requesting modifications to the institution's indemnification provisions to this Agreement, it continues to be the goal of the Health Department to use the template pre-approved by the Monterey County Board of Supervisors for each participating university and/or college to help streamline administrative processing and reduce timeline for execution.

While this work is not directly in support of a Health Department strategic initiative, it is in support of

one or more of the ten essential public health services, specifically: 4. Mobilize community partnerships and action to identify and solve health problems; and 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed the Agreement as to form. Risk Management has reviewed as to risk provisions.

FINANCING:
There are no fiscal provisions included in this Agreement.

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: Daniel Garcia, Management Analyst I, 796-1293

Approved by:

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

Attachment:
Board Report
Student Placement Agreement

DocuSign Envelope ID: C9722548-74F2-4B8B-B5C5-221DBB73959E

Introduced: 12/18/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Director of Health Services or designee to execute the Student Placement Agreement ("Agreement") with the Center for Employment Training ("CET") for the placement of nursing students within the Health Department to complete internship/externship assignments as part of their respective field of education and service-learning requirements, for a term of January 9, 2024, to June 30, 2028; and
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The Health Department's Clinic Services Bureau (Health Department) operates ten community clinic sites designated as Federally Qualified Health Center (FQHC), which provide preventive, primary, and specialty medical care services. The Health Department has the ability to provide a learning environment in the clinic for students who require practical field experience education, while also increasing potential to attract future job candidates to the Health Department workforce.

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While this work is not directly in support of a Health Department strategic initiative, it is in support of

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one or more of the ten essential public health services, specifically: 4. Mobilize community partnerships and action to identify and solve health problems; and 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed the Agreement as to form. Risk Management has reviewed as to risk provisions.

FINANCING:
There are no fiscal provisions included in this Agreement.

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: Daniel Garcia, Management Analyst I, 796-1293

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date 12/20/2023 | 3:43 PM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
Student Placement Agreement

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DocuSign Envelope ID: 75B366C9-0EBF-4826-A656-DA364B167E36

STUDENT PLACEMENT AGREEMENT
BETWEEN
THE COUNTY OF MONTEREY, BY AND THROUGH
THE COUNTY OF MONTEREY HEALTH DEPARTMENT,
AND
CENTER FOR EMPLOYMENT TRAINING

THIS AGREEMENT is made and entered into this **9th** day of **January, 2024** between **Center for Employment Training - Salinas** ("Institution") and the County of Monterey, on behalf of Monterey County Department of Health ("COUNTY").

A. Institution is committed to service in the community and applied learning experiences for students. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development, and commitment to the community.

B. The mission of the COUNTY is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. COUNTY and Institution recognize the opportunity for meaningful learning experiences for Institution, COUNTY, and students. Institution supports the goals and objectives of the COUNTY program in which students will participate.

D. Health services provided and administered by the COUNTY are governed by but not limited to: Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and Part 164 as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations; California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq.; Lanterman-Petris-Short Act [Welfare and Institutions Code Section 5000 et seq.]; California Code of Regulations, Title 22, § 51009; Confidential Nature of Records; Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq.

The parties agree as follows:

I. INSTITUTION'S RESPONSIBILITIES

A. Student Profile. Institution shall make available to COUNTY a field application student profile which shall include the student's name, address, telephone number, other pertinent information. The COUNTY shall review student applications and select students for internship with the COUNTY. Each student shall be responsible for submitting his or her

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student profile before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. Institution shall notify COUNTY designated staff of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with COUNTY's designee in planning the Program to be provided to students.

D. Records. Institution shall maintain all personnel records for its staff and all academic records for its students. COUNTY will ensure any records kept for student performance are sent to the Institution as proof of student accomplishments.

E. Student Qualifications: Institution shall provide appropriate health and safety training to all students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student in the designated Program. Additionally, Institution shall ensure that: (i) all students have documented training to meet OSHA Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student assigned to the COUNTY meet the COUNTY's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to COUNTY upon request.

F. Health Insurance. Institution shall ensure each student has his or her own health insurance if not provided by the Institution.

G. Student Responsibilities. Institution shall notify students in the program that they are responsible for:

1) Complying with COUNTY's clinical and administrative policies, procedures, rules, and regulations, as outlined in Exhibit A of this Agreement.

2) Arranging for his/her own transportation and living arrangements.

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the COUNTY; refer to Exhibit A for COUNTY training requirements.

4) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum

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experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by COUNTY that complies with applicable state and federal law as defined in Recital D of this Agreement and its implementing regulations.

c) COUNTY shall reasonably assist student in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

5) Complying with COUNTY's dress code and wearing name badges identifying themselves as Student Intern, if specified by COUNTY.

6) Students should be informed and aware of the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19." Students acknowledge and agree to follow all current County health and safety requirements as may be required by local, state and/or federal laws, including the use of Personal Protective Equipment.

7) Insurance requirements. See Section V.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the COUNTY's representative and the Institution's Field Faculty representative and the student.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and COUNTY to evaluate the field experience program provided under this Agreement.

II. COUNTY RESPONSIBILITIES

A. Field Experience. At the COUNTY's discretion, COUNTY shall accept from Institution the student and shall provide the student with a supervised field experience.

B. COUNTY Designee. COUNTY shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. COUNTY shall notify the Institution in advance of any change in the COUNTY's personnel appointments that may affect the student field program.

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C. Access to Facilities. COUNTY shall permit students enrolled in the Program access to COUNTY facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with COUNTY's activities.

D. Records and Evaluations. COUNTY shall maintain complete records and reports on student's performance and provide an evaluation to Institution on forms the Institution shall provide.

E. Withdrawal of Students. COUNTY shall have the right to immediately terminate a student's placement/assignment if student who, in the judgment of the COUNTY, is not participating satisfactorily or refuses to follow the COUNTY's administrative policies, procedures, rules and regulations, including but not limited to inappropriate behavior, dress and/or hygiene, and non-compliance with the use of Personal Protective Equipment, as may be required by health and safety protocols. COUNTY shall immediately notify the student and the Institution by telephone or in person. The student and representative(s) of the Institution may meet the COUNTY to determine whether the student will be reinstated in the internship assignment at the COUNTY, and if so, upon terms and conditions determined by COUNTY to be appropriate.

F. Emergency Health Care/First Aid. COUNTY shall, on any day when a student is receiving training at its facilities, ensure student has access to emergency health care or first aid for accidents occurring in its facilities at Institution and/or student expense.

G. COUNTY's Confidentiality Policies. As trainees, students shall be considered members of COUNTY's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to COUNTY's policies respecting confidentiality of medical information (as defined in Recital D). If Institution suspects a breach of any of these policies, Institution must notify the COUNTY Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages from the Institution.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF STUDENTS

Institution represents that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of Institution or of the COUNTY for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of COUNTY's "workforce" for purposes of Recital D compliance and COUNTY policies and procedures. If the student is a paid employee of the

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COUNTY, the student will be covered under the COUNTY's insurance policies, including Workers' Compensation, to the extent available to other employees.

V. INSURANCE

The Institution and COUNTY mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and COUNTY may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

The Institution shall maintain or shall cause each student to maintain professional liability, public liability, and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the trainee's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement.

In addition, Institution shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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.

The Institution shall provide commercial general liability and automobile liability Endorsement(s) naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Institution'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 Institution's insurance.

Student Automobile liability insurance, students who drive to/from any clinical work location, must provide proof of valid California driver's license for in-state students or other valid state driver's license for out-of-state students and proof of insurance.

Workers' Compensation Insurance, if Institution employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's

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Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

Except for ten (10) days' notice of non-payment, the Institution and the COUNTY will require thirty (30) days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

VI. INDEMNIFICATION.

A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "COUNTY"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Institution and/or its officers, agents, employees, students, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the COUNTY and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The Institution shall reimburse the COUNTY for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.

B. The County shall indemnify, defend, and hold harmless Center for Employment Training (hereinafter "Institution"), its officers, agents, employees, students, or subcontractors from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by County and/or its officers, agents, employees, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the INSTITUTION and/or its officers, agents, employees, students, and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the INSTITUTION. The COUNTY shall reimburse the INSTITUTION for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the INSTITUTION under this Agreement.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until **June 30, 2028.**

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon thirty (30) days' advance written notice by one party to the other.

VIII. GENERAL PROVISIONS

DocuSign Envelope ID: 75B366C9-0EBF-4826-A656-DA364B167E36

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph G, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph G, to the extent it provides that students are members of COUNTY's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

Center for Employment Training
CEO/President
701 Vine Street
San Jose, CA 95110
Phone: 408-534-5413

County of Monterey, Department of Health
Director, Department of Health
1270 Natividad
Salinas, CA 93906
Phone: 831-755-4500

DocuSign Envelope ID: 75B366C9-0EBF-4826-A656-DA364B167E36

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

INSTITUTION

DocuSigned by:
By: Hermelinda Sapien
EDC0CD71F3A640A...
Name: Hermelinda Sapien
Title: CEO/President
Date: 11/21/2023 | 8:38 AM PST

COUNTY OF MONTEREY

By:_____
Name:
Title: Director of Health Services
Date:_____

APPROVED AS TO LEGAL FORM:

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Deputy County Counsel
Date: 12/7/2023 | 8:03 PM PST

APPROVED AS TO RISK PROVISIONS:

By:

Risk Management

Date:

DocuSign Envelope ID: 75B366C9-0EBF-4826-A656-DA364B167E36

EXHIBIT A

The County of Monterey Department of Health (MCH) policies/procedures listed below indicate the pertinence to this specific internship. The County of Monterey Department of Health reserves the right to amend the policies/procedures below and add additions as needed.

The following is a list of activities students must complete to become/remain an Intern:

I. **Pre-Boarding** (After Student is Matched but *Before* Student is Accepted as a MCH Intern)

a. Complete Intern Application
b. Pass Live Scan
c. Provide DMV Printout
d. Provide Driver's License
e. NPI number (for interns who will provide clinical services)

II. **On-Boarding**

a. Health Department Human Resources (HD HR) Orientation – First day of Internship
    i. Review and sign the following policies
        1. Drug Free Workplace
        2. HIV/AIDS
        3. Asbestos Notification
        4. Vehicle Use*
        5. Discrimination and Sexual Harassment
        6. Smoke Free
        7. Information Technology Appropriate Use
        8. Protected Information
    ii. Complete TB Blood Draw
b. By end of first week of Internship review and sign the following policies
    i. Confidentiality*
    ii. Compliance

Items followed by an asterisk * require Interns to take and pass an on-demand course within the first week of their on-boarding.

Introduced: 12/18/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

a. Ratify the execution by the Director of Health Services, of Amendment No. 1 to the Agreement with Arbor Environmental, LLC., ("Arbor") for professional consulting services related to qualitative respirator fit testing, modifying the automobile insurance provisions, with no change to term October 10, 2022 to October 9, 2024 or Agreement amount of $32,500; and
b. Approve the recommendation of Director of Health Services to accept non-standard provisions related to automobile insurance in Amendment No. 1.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Ratify the execution by the Director of Health Services, of Amendment No. 1 to the Agreement with Arbor Environmental, LLC., ("Arbor") for professional consulting services related to qualitative respirator fit testing, modifying the automobile insurance provisions, with no change to term October 10, 2022 to October 9, 2024 or Agreement amount of $32,500; and
b. Approve the recommendation of Director of Health Services to accept non-standard provisions related to automobile insurance in Amendment No. 1.

SUMMARY/DISCUSSION:
The County of Monterey 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.

On October 7, 2022, Clinic Services entered into an agreement with Arbor Environmental, LLC ("Arbor") for the term October 10, 2022 to October 9, 2024, in the amount of $32,500. The agreement provides professional consulting services related to qualitative respirator fit testing (fit testing).

California Title 22 and the Occupational Safety and Health Administration (OSHA) require all clinic staff complete fit testing annually. Fit testing was last conducted in December 2022 and Clinic Services staff are due to complete fit testing in December 2023 to maintain Title 22 and OSHA compliance.

Arbor has requested waiver of the automobile liability requirements for remainder of term of agreement. For the December 2023 fit testing, Arbor will send technicians to the County of Monterey via airplane and Uber/Lyft rides rather than using company or personal vehicles.

Approval of the Board of Supervisors was delayed due to negotiations of non-standard contract terms

and Clinic Services requested execution of the Amendment by the Director of Health Services, to avoid delayed fit testing which would jeopardize Clinic Services' Title 22 and OSHA compliance.

This work supports the Monterey County Health Department 2018-2024 Strategic Plan Initiatives: 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: 6.) enforce laws and regulations that protect health and ensure public safety; and 8.) assure competent public and personal health care workforce.

OTHER AGENCY INVOLVMENT:
County Counsel has reviewed as to legal form. Auditor-Controller has reviewed as to fiscal provisions.

FINANCING:
Sufficient appropriations are available in the FY 2023-2024 Adopted Budget for Clinic Services Bureau, Health Department (4000-HEA007) and there is no financial impact to the General Fund resulting from approval of this Amendment No. 1.

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: Stacey Fiess, Management Analyst II, 796-1329

Approved by:

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

Attachment:
Amendment No. 1
Agreement

DocuSign Envelope ID: C339A9F5-649C-43E3-AECA-BABEE614A954

Introduced: 12/18/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Ratify the execution by the Director of Health Services, of Amendment No. 1 to the Agreement with Arbor Environmental, LLC., ("Arbor") for professional consulting services related to qualitative respirator fit testing, modifying the automobile insurance provisions, with no change to term October 10, 2022 to October 9, 2024 or Agreement amount of $32,500; and
b. Approve the recommendation of Director of Health Services to accept non-standard provisions related to automobile insurance in Amendment No. 1.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Ratify the execution by the Director of Health Services, of Amendment No. 1 to the Agreement with Arbor Environmental, LLC., ("Arbor") for professional consulting services related to qualitative respirator fit testing, modifying the automobile insurance provisions, with no change to term October 10, 2022 to October 9, 2024 or Agreement amount of $32,500; and
b. Approve the recommendation of Director of Health Services to accept non-standard provisions related to automobile insurance in Amendment No. 1.

SUMMARY/DISCUSSION:

The County of Monterey 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.

On October 7, 2022, Clinic Services entered into an agreement with Arbor Environmental, LLC ("Arbor") for the term October 10, 2022 to October 9, 2024, in the amount of $32,500. The agreement provides professional consulting services related to qualitative respirator fit testing (fit testing).

California Title 22 and the Occupational Safety and Health Administration (OSHA) require all clinic staff complete fit testing annually. Fit testing was last conducted in December 2022 and Clinic Services staff are due to complete fit testing in December 2023 to maintain Title 22 and OSHA compliance.

Arbor has requested waiver of the automobile liability requirements for remainder of term of agreement. For the December 2023 fit testing, Arbor will send technicians to the County of Monterey via airplane and Uber/Lyft rides rather than using company or personal vehicles.

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Approval of the Board of Supervisors was delayed due to negotiations of non-standard contract terms and Clinic Services requested execution of the Amendment by the Director of Health Services, to avoid delayed fit testing which would jeopardize Clinic Services' Title 22 and OSHA compliance.

This work supports the Monterey County Health Department 2018-2024 Strategic Plan Initiatives: 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: 6.) enforce laws and regulations that protect health and ensure public safety; and 8.) assure competent public and personal health care workforce.

OTHER AGENCY INVOLVMENT:
County Counsel has reviewed as to legal form. Auditor-Controller has reviewed as to fiscal provisions.

FINANCING:
Sufficient appropriations are available in the FY 2023-2024 Adopted Budget for Clinic Services Bureau, Health Department (4000-HEA007) and there is no financial impact to the General Fund resulting from approval of this Amendment No. 1.

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.

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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.

☐ 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: Stacey Fiess, Management Analyst II, 796-1329

Approved by:

DocuSign Envelope ID: C339A9F5-649C-43E3-AECA-BABEE614A954

DocuSigned by:
293774DBE9524FF...

Date 1/3/2024 | 10:46 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachment:
Amendment No. 1
Agreement

DocuSign Envelope ID: E64453F2-D254-44C3-B98D-3673C61E41EE

Amendment No. 1

To Agreement by and between
The County of Monterey, on behalf of the Monterey County Health Department,
hereinafter referred to as "County"
AND
Arbor Environmental LLC, hereinafter referred to as "CONTRACTOR"

This Amendment No. 1 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Arbor Environmental, LLC, hereinafter referred to as "CONTRACTOR".

RECITALS:

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into an Agreement to provide professional consulting services related to qualitative respirator fit testing for the period of October 10, 2022 to October 9, 2024 and for an amount not to exceed $32,500 ("Agreement"); and

WHEREAS, the COUNTY and CONTRACTOR wish to amend this Agreement to include an Insurance Modification.

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

1. EXHIBIT B – Insurance Modification is hereby added to this Agreement.

2. 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.

3. This Amendment No. 1 shall be effective upon execution by both parties.

4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the COUNTY and CONTRACTOR on October 7, 2022.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By:	Arbor Environmental, LLC
Contracts/Purchasing Officer	Contractor's Business Name*
Date:	
By: DocuSigned by: [signature]	By: DocuSigned by: Jocelyn Hunter
Department Head (if applicable)	(Signature of Chair, President, or Vice-President) *
Date: 12/11/2023 | 9:00 AM PST	Jocelyn Hunter Director
By:	Name and Title
Board of Supervisors (if applicable)	
Date:	Date: 12/8/2023 | 11:40 AM PST

Approved as to Form[1]

By: DocuSigned by: Stacy Saetta	By: DocuSigned by: [signature]
Chief Deputy County Counsel	
Date: 12/8/2023 | 1:00 PM PST	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer) *
	Robert Shelby Director
	Name and Title

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth	Date: 12/8/2023 | 12:00 PM PST
Auditor/Controller	
Date: 12/8/2023 | 4:48 PM PST	

Approved as to Liability Provisions[3]

By: DocuSigned by: David Bolton	
Risk Management	
Date: 12/8/2023 | 1:18 PM PST	

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

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required [3]Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

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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:

Arbor Environmental, LLC,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Professional consulting services related to qualitative respirator fit testing.

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: $ 32,500

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 10, 2022 **to** October 9, 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:

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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.)

Initialed by CONTRACTOR:

DS JH
10/3/2022 | 11:20 PM PDT

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.

DS RS
10/4/2022 | 2:27 PM PDT

Initialed by COUNTY:

DS DKW
10/7/2022 | 6:21 PM PDT

☐ **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:**
Elsa Jimenez, Director of Health	Jocelyn Hunter, Director
Name and Title	Name and Title
1270 Natividad Rd Salinas, CA 93906	955 Deep Valley Drive #3534 Palos Verdes Peninsula, CA 90274
Address	Address
(831)755-4526	(800) 927-8503
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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B741937AA0B41B...
Contracts/Purchasing Officer

Date: 10/7/2022 | 6:21 PM PDT

By:
Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
County Counsel

Date: 10/6/2022 | 9:44 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 10/7/2022 | 4:58 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: DocuSigned by: Danielle Mancuso 2AFDFB99D2744CC...
Risk Management

Date: 10/7/2022 | 9:54 AM PDT

CONTRACTOR

Arbor Environmental, LLC
Contractor/Business Name *

By: DocuSigned by: Jocelyn Hunter 5E1C0A8E4...
(Signature of Chair, President, or Vice-President)

Jocelyn Hunter — Director
Name and Title

Date: 10/3/2022 | 11:20 PM PDT

By: DocuSigned by: Ryan Shelby 1C0AE68E5C0418...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ryan Shelby — Director
Name and Title

Date: 10/4/2022 | 2:27 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

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

[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

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EXHIBIT A

To Agreement by and between
The County of Monterey, on behalf of the Monterey County Health Department
AND
Arbor Environmental, LLC hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. GENERAL SCOPE OF SERVICES

CONTRACTOR shall provide professional consulting services related to qualitative respirator fit testing. Fit testing will be conducted in accordance with current OSHA-accepted fit testing procedures as outlined in the Code of Federal Regulations Section 1910.134.

CONTRACTOR shall:

1. Conduct medical evaluations compliant with OSHA requirements stating that employees must have medical approval to wear respirators prior to participating in fit testing.
2. Provide general awareness training on respirators including proper fit, limitations of use, protection factors, and proper storage.
3. Provide qualitative fit testing in compliance with applicable federal, state and local requirements.
4. Provide all fit testing materials with the exception of respirators.
5. Provide one (1) qualified respirator fit testing field technician to complete the work set forth in the Scope of Services.

COUNTY shall:

1. Provide an adequate number of respirator models and sizes to ensure a correct fit for all employees being tested by CONTRACTOR.
2. Provide an indoor location at each site to conduct fit testing. The location must include a table and an electrical outlet (110 volts).
3. Schedule employees for fit testing during the scheduled appointments.
4. Provide completed medical evaluation forms for each employee prior to scheduled fit testing.

A.1. ON-SITE FIT TESTING / INSTRUCTION

1. CONTRACTOR shall conduct on-site fit testing during mutually agreeable scheduled appointments.
2. On-site fit testing may be conducted at various County premises including, but not limited to:

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Potential County Fit Testing Locations:

Clinic Name	Location
Alisal Health Center	559 East Alisal, Suite 201 Salinas, CA 93905
Laurel Family Practice	1441 Constitution Blvd. Bldg 400, Ste 300 Salinas, CA 93906
Laurel Vista	1441 Constitution Blvd. Bldg 400, Ste 301 Salinas, CA 93906
Laurel Internal Medicine	1441 Constitution Blvd. Bldg 151, Ste 16 Salinas, CA 93906
Laurel Pediatric	1441 Constitution Blvd. Bldg 200, Ste 101 Salinas, CA 93906
Seaside Family Health Center	1156 Fremont Blvd, Seaside, CA 93955-5715
Monterey County Clinic at Marina	3155 De Forest Road, Marina, CA 93933
NIDO Clinic	1441 Constitution Blvd, Bldg 760 Salinas, CA 93906
Bienestar – Salinas	1441 Constitution Blvd, Bldg 400, Ste 201 Salinas, CA 93906
Monterey Integrated Health Clinic (Marina)	299 12th St. Marina, CA 93933

3. CONTRACTOR shall provide a medical evaluation form which must be completed for each employee ahead of scheduled fit testing.
4. County employees must have medical approval to wear respirators prior to participating in fit testing to ensure compliance with NFPA 1500, NFPA 1404, ANSI Z88.5, ANSI Z88.2-1992, OSHA CFR 1910.134, and CCR Title 8 Sec.5144.
5. County employees must not have facial hair that interferes with the seal of the respirator.

A.2. FIT TESTING RESULT REPORT AND DOCUMENTATION

1. CONTRACTOR shall provide to County a complete report documenting the results of each employee fit test and electronic documentation upon request.
2. CONTRACTOR shall provide laminated wallet-size fit test record cards for each employee documenting the date of fit test, make and model of approved respirator, and expiration of fit test certification.

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B. PAYMENT PROVISIONS / COMPENSATION

County shall pay an amount not to exceed **$32,500** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

ESTIMATED ANNUAL RATES

Description	Price
Qualitative Fit Tests	$40.00 Per Employee
Onsite Location Change Fee	$100 Per Location
Annual Administration and Equipment Fees (to include administrative costs and all equipment, materials documentation and OSHA-Compliant Medical Evaluation)	$3,250
Total Project Estimate for 305 Fit Tests at up to 8 Locations	**$16,250**

There shall be no travel reimbursement allowed during this Agreement.

There is a minimum charge of $1,500 for up to 8-hours of onsite testing. Up to 80 qualitative fit tests can be completed in 8 hours.

CONTRACTOR shall conduct additional fit tests during the scheduled appointment times at the above quoted rate.

CONTRACTOR shall bill $15 per medical evaluation for any completed through the online system that are not associated with a completed fit test. This includes staff that complete the medical evaluation and do not show up for testing or are unable to test due to facial hair or other factors outside of CONTRACTOR's control.

County agrees to provide CONTRACTOR five (5) business days advance notice of cancellation or changes to the original test date at no cost to County. Cancellations made less than five (5) business days of original test date will be charged a cancellation fee of 50% of the estimated rate for cancelled scheduled appointments. Cancellation upon arrival will result in 100% cancellation fee of the estimated rate for cancelled scheduled appointments.

C. CONTRACTORS BILLING PROCEDURES

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CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

CONTRACTOR shall include on all Invoices:

1. Fit Testing Date,
2. Fit Testing Location
3. Employee Roster

CONTRACTOR shall submit invoices to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

Clinic Services Invoices e-mail to:	Clinic Services Invoices mail to:
CS_Finance@co.monterey.ca.us	Monterey County Health Department Health Business Services - Accounting 1441 Schilling Place South Building – First Floor Salinas, CA 93901

CONTRACTOR shall submit invoice monthly, but in any event, not later than thirty (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 thirty (30) days of receiving the certified invoice.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

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DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Introduced: 12/19/2023 **Current Status:** Passed

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with Thermo Electron N. America, LLC, for the purchase of three years of preventative maintenance for existing laboratory equipment, effective January 19, 2024, to January 18, 2027, for a total agreement amount of $26,403; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($2,640) of the original amount and does not significantly change the scope, total not to exceed a maximum of $29,043.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with Thermo Electron N. America, LLC, for the purchase of three years of preventative maintenance for existing laboratory equipment, effective January 19, 2024, to January 18, 2027, for a total agreement amount of $26,403; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($2,640) of the original amount and does not significantly change the scope, total not to exceed a maximum of $29,043.

SUMMARY DISCUSSION:
The County of Monterey Health Department, Public Health Bureau, Consolidated Environmental Laboratory is an Environmental Lab Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Environmental Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water.

The Consolidated Environmental Laboratory seeks approval to enter into an Agreement with Thermo Electon N. America, LLC, to provide ongoing preventative maintenance for their separately purchased iCAP RQplus instrument. The iCAP RQplus is a trace element analyzer used to test environmental samples. Preventative maintained is important to reduce repair costs, ensure accuracy of test results, lengthen the life of the instrument, and comply with certification requirements.

This work supports the County of Monterey Health Department 2018-2024 Strategic Plan Goals: 2. Enhance public health and safety through prevention, and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services.

It also supports two of the ten essential public health services, specifically: 2. Investigate, diagnose, and address health problems and hazards affecting the population, 4. Strengthen, support, and mobilize communities and partnerships to improve health.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
This agreement is funded 77% with Public Health Lab fee revenue and 23% Health Realignment. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2023-24 Adopted Budget and will be included in future years' Requested Budgets.

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: Patricia Velarde, Management Analyst II, 796-1377
Approved by:

_____Date: _____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement
Exhibit A
Addendum

DocuSign Envelope ID: 0C67E34E-E524-488F-974A-EF3EFDD334E3

Introduced: 12/19/2023

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 non-standard Agreement with Thermo Electron N. America, LLC, for the purchase of three years of preventative maintenance for existing laboratory equipment, effective January 19, 2024, to January 18, 2027, for a total agreement amount of $26,403; and
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RECOMMENDATION:

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b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($2,640) of the original amount and does not significantly change the scope, total not to exceed a maximum of $29,043.

SUMMARY DISCUSSION:

The County of Monterey Health Department, Public Health Bureau, Consolidated Environmental Laboratory is an Environmental Lab Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Environmental Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water.

The Consolidated Environmental Laboratory seeks approval to enter into an Agreement with Thermo Electon N. America, LLC, to provide ongoing preventative maintenance for their separately purchased iCAP RQplus instrument. The iCAP RQplus is a trace element analyzer used to test environmental samples. Preventative maintained is important to reduce repair costs, ensure accuracy of test results, lengthen the life of the instrument, and comply with certification requirements.

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It also supports two of the ten essential public health services, specifically: 2. Investigate, diagnose, and address health problems and hazards affecting the population, 4. Strengthen, support, and mobilize communities and partnerships to improve health.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
This agreement is funded 77% with Public Health Lab fee revenue and 23% Health Realignment. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2023-24 Adopted Budget and will be included in future years' Requested Budgets.

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: Patricia Velarde, Management Analyst II, 796-1377
Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:46 AM PST
On behalf of Elsa Mendoza Jimenez

DocuSign Envelope ID: 0C67E34E-E524-488F-974A-EF3EFDD334E3

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

Attachments:
Board Report
Agreement
Exhibit A
Addendum

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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:

Thermo Electron North America, LLC,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Three (3) year preventative maintenance plan for existing BRE731355 ICAP PRO XP DUO instrument with serial #ICAPPR060033.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ 26,403.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 19, 2024 **to** January 18, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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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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EXHIBIT-A

To Agreement by and between
County of Monterey, Health Department hereinafter referred to as "County"
AND
Thermo Electric North America, LLC, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR shall provide ICP-OES limited plan coverage for three years on existing BRE731355 ICAO PRO XO DUO instrument serial #ICAPPR060033.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$26,403.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Service Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033				
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2024-1/18/2025**	$8,801.00		$ 8,801.00
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2025-1/18/2026**	$8,801.00		$ 8,801.00
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2026-1/18/2027**	$8,801.00		$ 8,801.00
	Not to Exceed Amount			**$ 26,403.00**

**Upon completion of deliverables, please submit invoices.

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There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@co.monterey.ca.us

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

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ADDENDUM TO TERMS
BETWEEN
Thermo Electron North America LLC ("Seller")
AND
County of Monterey ("Buyer")

Agreement No. 00588984

This Addendum to Buyer's "Standard Agreement" (hereinafter referred to as the "Terms") is made and entered into on August 18, 2023 (the "Effective Date") by and between Buyer and Seller. Buyer and Seller may be referred to individually as a "Party" or collectively as the "Parties" herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Section 8 "Indemnification**" is deleted in its entirety and replaced as follows:

"By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (iii) the gross negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (iv) by any third party, (v) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (vi) Seller's compliance with Buyer's designs, specifications or instructions, (vii) use of the Product in an application or environment for which it was not designed, or (viii) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEMDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

2. Section 9 "Insurance" is deleted in its entirety and replaced with the following:

" For the term of a support plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated A- or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US$2,000,000 (two million) for each occurrence and US$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's

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liability insurance for a limit of US$1,000,000 (one million), (c) Automobile liability of US$2,000,000 (two million) and (d) Umbrella coverage of US$5,000,000 (five million). Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein."

3. Section 14.01 "Independent Contractor" is modified to remove this sentence:

"In connection therewith, Contractor shall defend, indemnify, and hold County harmless from and any and all liability which County may incur because of Contractor's failure to pay such taxes."

4. Section 16.06 "Assignment and Subcontracting" and Section 16.07 "Successors and Assigns" are deleted in their entirety and replaced with the following:

"This Agreement may not be assigned or transferred without each Party's prior written consent, which consent shall not be unreasonably withheld. Subject to each Party's approval this Agreement will be binding upon and inure to the benefit of, and be enforceable by, each Party and its successors and assigns. Notwithstanding anything to the contrary, each Party has the right to disclose the terms and conditions of this Agreement to the extent necessary to establish rights or enforce obligations under this Agreement."

Sections to be added

5. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF EITHER PARTY UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS ($1,000,000), PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION DOES NOT APPLY TO LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF SELLER'S INTELLECTUAL PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

6. Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with

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the delivery terms of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.
Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for technical support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

7. Seller retains all rights in, title to and ownership of (i) any and all software provided to Buyer under this Agreement, which is licensed, not sold, to Buyer, solely for the purposes of Buyer's use and operation of the Products; and (ii) all services deliverables provided by Seller under this Agreement, whether related to Products or otherwise.

8. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity

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who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

*****

This Addendum and the Terms together form an agreement ("Agreement") between Buyer and Seller. The Agreement constitutes the entire understanding between the Buyer and Seller and shall not be amended, altered or changed except by a written agreement signed by the Parties hereto. In the event of a conflict between this Addendum and the Terms, the terms of this Addendum shall prevail. Any additional or conflicting terms and conditions to those in the Agreement, either written or verbal, are of no force and effect upon the Parties.

The Parties agree that this Agreement shall apply to all purchase orders issued by Buyer until July 31, 2026, whether or not such terms are included with or incorporated by reference in such orders.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed on the date last signed by the Parties herein below.

COUNTY OF MONTEREY

By:	
Name:	Elsa M. Jimenez
Title:	Director of Health Services
Date:	

THERMO ELECTRON NORTH AMERICA LLC

By:	DocuSigned by: Stephanie Glavan D6BA6E10AD3B467...
Name:	Stephanie Glavan
Title:	Manager, Contract Administration
Date:	12/11/2023 | 12:13 PM PST

COUNTY OF MONTEREY:

Approve as to Form:

Signature: _____
Deputy County Counsel

Date: _____

DocuSigned by: Katy Eeten 215F9E69D5B94E5...
Katy Eeten

Supervisor, Contract Administration

12/11/2023 | 12:22 PM PST

Approve as to Fiscal Provisions:

Signature: _____
Auditor/Controller

Date: _____

Introduced: 12/19/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or their designee to execute an Amendment No. 1 to three-year Mental Health Services Agreement A-15377 with the Community Hospital of the Monterey Peninsula (CHOMP) for the addition of Crisis Stabilization Unit (CSU) services, adding $1,542,860 to FY 2023-24 for a new maximum County obligation of $1,878,380 retroactive to July 1, 2023, for the same full term of July 1, 2021 through June 30, 2024.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the Director of Health Services or their designee to execute an Amendment No. 1 to three-year Mental Health Services Agreement A-15377 with the Community Hospital of the Monterey Peninsula (CHOMP) for the addition of Crisis Stabilization Unit (CSU) services, adding $1,542,860 to FY 2023-24 for a new maximum County obligation of $1,878,380 retroactive to July 1, 2023, for the same full term of July 1, 2021 through June 30, 2024.

SUMMARY/DISCUSSION

On June 30, 2021 the County entered into a three-year Mental Health Services Agreement No. A-15377 with the Community Hospital of the Monterey Peninsula (CHOMP) in the amount of $335,520 for the term of July 1, 2021 to June 30, 2024 for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in a Hospital Inpatient and Day Treatment Intensive Services model on an Inpatient Fee-for-Service Medi-Cal program.

This Amendment No. 1 to that Agreement continues the provisions for Hospital Inpatient and Day Treatment Intensive Services, however, also adds needed Crisis Stabilization Unit (CSU) services to that Agreement, effective in the third year and retroactive to July 1, 2023, coinciding with the opening of a new CSU facility at CHOMP. This Amendment to Agreement A-15377 increases the total COUNTY obligation by $1,542,860 for FY 2023-24 for a revised total contract amount of $1,878,380.

The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location to support medication adjustments and psychiatric support services outside of the Emergency

Department. An initial psychiatric diagnostic assessment will be conducted, followed by treatment with a period of observation, staff-patient engagement, clinical reassessment, and concurrent resource/disposition planning.

This Amended Agreement contains the County's standard 30-day "no cause" provision (Section IV, B) and an additional defunding provision (Section IV, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following Monterey County Health Department 2018-2024 strategic plan goal: 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 Agreement as to form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 1991 and 2011 Realignment revenues. The funds for this Amended Agreement ($1,657,520) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 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: Norm Morris, Management Analyst, 796-1277

Approved by:

_____Date:_____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Agreement

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County of Monterey

Board Report

Legistar File Number: A 23-578

Item No.36

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

January 09, 2024

Introduced: 12/19/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or their designee to execute an Amendment No. 1 to three-year Mental Health Services Agreement A-15377 with the Community Hospital of the Monterey Peninsula (CHOMP) for the addition of Crisis Stabilization Unit (CSU) services, adding $1,542,860 to FY 2023-24 for a new maximum County obligation of $1,878,380 retroactive to July 1, 2023, for the same full term of July 1, 2021 through June 30, 2024.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the Director of Health Services or their designee to execute an Amendment No. 1 to three-year Mental Health Services Agreement A-15377 with the Community Hospital of the Monterey Peninsula (CHOMP) for the addition of Crisis Stabilization Unit (CSU) services, adding $1,542,860 to FY 2023-24 for a new maximum County obligation of $1,878,380 retroactive to July 1, 2023, for the same full term of July 1, 2021 through June 30, 2024.

SUMMARY/DISCUSSION

On June 30, 2021 the County entered into a three-year Mental Health Services Agreement No. A-15377 with the Community Hospital of the Monterey Peninsula (CHOMP) in the amount of $335,520 for the term of July 1, 2021 to June 30, 2024 for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in a Hospital Inpatient and Day Treatment Intensive Services model on an Inpatient Fee-for-Service Medi-Cal program.

This Amendment No. 1 to that Agreement continues the provisions for Hospital Inpatient and Day Treatment Intensive Services, however, also adds needed Crisis Stabilization Unit (CSU) services to that Agreement, effective in the third year and retroactive to July 1, 2023, coinciding with the opening of a new CSU facility at CHOMP. This Amendment to Agreement A-15377 increases the total COUNTY obligation by $1,542,860 for FY 2023-24 for a revised total contract amount of $1,878,380.

The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location

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to support medication adjustments and psychiatric support services outside of the Emergency Department. An initial psychiatric diagnostic assessment will be conducted, followed by treatment with a period of observation, staff-patient engagement, clinical reassessment, and concurrent resource/disposition planning.

This Amended Agreement contains the County's standard 30-day "no cause" provision (Section IV, B) and an additional defunding provision (Section IV, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following Monterey County Health Department 2018-2024 strategic plan goal: 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 Agreement as to form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 1991 and 2011 Realignment revenues. The funds for this Amended Agreement ($1,657,520) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 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

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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: Norm Morris, Management Analyst, 796-1277

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:48 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachment:

Agreement

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AMENDMENT NO. 1 TO MENTAL HEALTH SERVICES AGREEMENT A-15377
BY AND BETWEEN
COUNTY OF MONTEREY AND COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA

THIS AMENDMENT NO. 1 is made to AGREEMENT A-15377 for the provision of mental health services to adults with severe psychiatric disabilities in a Hospital Inpatient and Day Treatment Intensive Services model, to include Crisis Stabilization Unit (CSU) Services for Adults and Children, by and between the **COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA,** hereinafter "CONTRACTOR," and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS, the COUNTY entered into a Mental Health Services Agreement No. A-15377 with the Community Hospital of the Monterey Peninsula in the amount of $335,520 for the term of July 1, 2021 to June 30, 2024 for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in a Hospital Inpatient and Day Treatment Intensive Services model on an Inpatient Fee-for-Service Medi-Cal program; and

WHEREAS, the COUNTY and CONTRACTOR hereby request to amend the Mental Health Services Agreement No. A-15377 with revised EXHIBIT A-1 Program Description and revised EXHIBIT B-1 Payment and Billing Provisions, to outline new services and increase the total COUNTY obligation by $1,542,860 for FY 2023-24 to fund the addition of new Crisis Stabilization Unit services retroactive to July 1, 2023, thereby increasing the total amount of the Agreement by 460%, for a revised total contract amount of $1,878,380 for the same full term of FY 2021-22 through FY 2023-24.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. EXHIBIT A-1 PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

2. EXHIBIT B-1 PAYMENT AND BILLING PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.

3. EXHIBIT H-1 BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE FORM is added to this Amendment to facilitate invoicing and payment for new CSU services effective FY 2023-24.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

5. This Amendment is effective July 1, 2023.

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6. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 30, 2021.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Agreement A-15377 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 Eben Strong
6624564F383646C...
County Counsel

Date: 12/11/2023 | 4:48 PM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth
4E7E6...
Auditor-Controller's Office

Date: 12/12/2023 | 8:27 AM PST

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA
Contractor's Business Name *

By: DocuSigned by: Dr. Steven Packer
DBA17...
(Signature of Chair, President, or Vice-President) *
Steven Packer, MD - President / CEO
Name and Title

Date: 12/7/2023 | 11:12 AM PST

By: DocuSigned by: Matt Morgan
...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Matt Morgan - Vice-President / CFO
Name and Title

Date: 12/7/2023 | 11:14 AM PST

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

[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-1: PROGRAM 1 DESCRIPTION – Medi-Cal Fee-for-Service Program

I. IDENTIFICATION OF PROVIDER

Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942

II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

III. PROGRAM NARRATIVE

Community Hospital of the Monterey Peninsula (CHOMP) will provide specialty inpatient professional and mental health services designed to insure appropriate psychiatric treatment within a secure setting.

IV. PROGRAM GOALS

The goal of the inpatient unit is to treat and stabilize patients who meet Medical Necessity Criteria for specialty inpatient mental health services and to coordinate with other programs within the local behavioral health system so as to enable all clients to function at an optimum level within the community.

V. PROGRAM OBJECTIVES

A. To reduce acute symptoms that prevent patients from functioning in a community-based setting.

B. To reduce the need for specialty inpatient mental health services by providing a transition between the hospital and community-based services.

C. To provide appropriate referrals to medical, social and behavioral health services.

VI. TREATMENT SERVICES EACH FISCAL YEAR

Type of Service: Acute Inpatient-Psychiatric
Mode of Service: 24 hour services, 7 days a week (hospital days)

Contracted Units of Services:

Contracted Units of Service	FY 2021-22	FY 2022-23	FY 2023-24
Acute Inpatient - Psychiatric	90	90	90
Hospital Inpatient Administrative Day	10	10	10

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VII. POPULATION SERVED

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health's Medical Necessity Criteria and who are retrospectively authorized by COUNTY'S (Monterey County Behavioral Health - MCBH) Behavioral Health Services staff, will be eligible for coverage.

VIII. ELIGIBILITY / RETROSPECTIVE AUTHORIZATION

To be eligible for cost recovery, all services will be retrospectively authorized for payment by the COUNTY'S Health Department staff. The Treatment Authorization Request (TAR), along with pertinent and relevant portions of a patient's medical records, must be submitted to COUNTY within fourteen (14) calendar days after the client's discharge date. COUNTY will approve or deny the TAR within fourteen (14) calendar days after receipt. If approved, COUNTY will mail the TAR to the State for payment.

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EXHIBIT A-1: PROGRAM 2 DESCRIPTION – Crisis Stabilization Unit

I. IDENTIFICATION OF PROVIDER

Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942

II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

III. PROGRAM NARRATIVE

Community Hospital of the Monterey Peninsula (CHOMP) will provide crisis stabilization unit (CSU) services designed to ensure psychiatric treatment is provided in the most appropriate setting.

IV. PROGRAM GOALS

The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location to support medication adjustments and psychiatric support services outside of the Emergency Department. An initial psychiatric diagnostic assessment will be conducted, followed by treatment with a period of observation, staff-patient engagement, clinical reassessment, and concurrent resource/disposition planning.

V. PROGRAM OBJECTIVES

A. To avoid the exacerbation of acute symptoms in patients with severe mental illness presenting in the Emergency Department.

B. To reduce the need for specialty inpatient mental health services by placing patients with severe mental illness presenting in the Emergency Department in a more therapeutic setting to facilitate short-term recovery.

VI. TREATMENT SERVICES EACH FISCAL YEAR

Type of Service: Crisis Stabilization Unit Services.
Mode of Service: Hourly, as medically necessary, up to 20 hours of service in a 24-hour period.

VII. POPULATION SERVED

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health's Medical Necessity Criteria and who

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are retrospectively authorized by COUNTY'S Behavioral Health Services staff, will be eligible for coverage.

VIII. ADMISSIONS/BASIC SERVICES/CONTINUED STAY & DISCHARGE CRITERIA

ADULTS – Admission / Inclusion / Exclusion Criteria:

Inclusion Criteria

a) Acute psychiatric episode as primary problem.
b) Anticipate a stabilization within 24 hours or less, understanding this may take longer.
c) 18 years of age or older.
d) Patient is cooperative and able to take direction.

Inclusion Considerations

a) Exceptions are determined by clinical leadership.

Exclusion Criteria

a) Actively in restraints.
b) Escalating agitation leading to aggressive behavior .
    i) Acutely at risk.
    ii) Impulsive aggressive behavior.
c) Elopement Risk.
d) Exceeds weight capacity.
    i) Weight Limit for recliners is 350 lbs.
e) Pending Medical Clearance.
    i) Clinical testing (EKG, labs, etc.) will only be required if medically indicated.
    ii) Unstable vital signs without explanation.
    iii) Infectious disease patient requiring isolation.
    iv) Positive COVID-19 patients.
f) Advanced Dementia, Delirium, or acute encephalopathy as a primary diagnoses.
g) Patients requiring 1:1 supervision and care.
h) Patients in the custody of any forensic staff for any crime.
i) Clinical Intoxication.
    i) To a level where patient is unable to participate in the observation process.
    ii) Without acute mood/psychotic symptoms.
    iii) Without exacerbation of underlying psychiatric condition.

Exclusion Considerations

a) Patients presenting initial behaviors that could increase agitation of other CSU patients.
b) Patients on a LPS legal status does not preclude them from admission to the CSU.
c) Non–Ambulatory patients.
    i) Depending on details of mobility and assistance needs.
d) Inability to provide own care requiring assistance from more than one person.

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e) Late pregnancy.
f) Use of restraints for a period of time with unresolved issue.

Coordination with Monterey County Behavioral Health (MCBH)

a) Upon admission, MCBH ASOC Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
c) Upon discharge and/or transfer MCBH ASOC Post Hospital Team will be notified of disposition.
d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners.

Continued Stay Criteria

For continued stay beyond 23 hours 59 minutes, MCBH must be contacted and provide authorization.

Maximum of 20 hours of billed Medi-Cal service per 24-hour period.

Patient must meet all of the following Criteria:

a) The patient's condition continues to meet admission criteria at this level of care.
b) The patient's treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
    i) Notwithstanding the foregoing, a patient's continued stay while CONTRACTOR procures a more intensive level of care for the patient is permissible.
c) The patient is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention.
d) Barriers to progress are identified and strategies to address them are being implemented.
e) A treatment plan has been developed and includes the individual's goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the patient's clinical condition and response to treatment. Treatment planning should include support systems involvement, as appropriate and/or feasible.
f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.

Discharge Criteria

a) Patient must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU,
AND
b) Patient no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

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CHILD/YOUTH – Admission & Discharge Criteria – For Monterey County Medi-Cal Beneficiaries aged 17 and Younger:

Inclusion Criteria

Child/youth must meet all of the following Criteria:

a) The presence of an ICD-10/DSM 5 Psychiatric Diagnosis.
b) The child/youth must be 17 years of age or younger.
    i) Presenting with an exacerbation of psychiatric symptoms or emotional disturbance including:
        (1) Potential threat to safety of self or others, or symptoms which severely impair age-appropriate functioning.
c) Requires intensive clinical monitoring.
d) Clinical evaluation indicates that the individual would benefit from a brief period (generally up to 23 hours 59 minutes, understanding this may take longer) of additional observation and assessment, stabilization, resolution-focused intervention, and aftercare planning. Stabilization of the child/youth is expected to be brief and temporary, and the youth would benefit from rapid and resolution-focused intervention.
e) Current service providers do not believe that the child/youth can be safely managed in a less restrictive setting until intensive intervention can resolve the presenting crisis.
f) When possible, family are expected to participate in the care and stabilization of the child/youth.
g) Has a reliable home or placement environment with family or collateral supports willing to collaborate and participate in treatment as determined by the clinical team.
    i) Exceptions to this criterion can be made at the discretion of CONTRACTOR's clinical team.

Exclusion Criteria

If one of the following is met, the child/youth is excluded from eligibility for the service:

a) The individual can be safely treated in a less restrictive or intensive level of care.
b) The youth's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting or is not expected to resolve with brief, intensive intervention.
c) Youth with acute instability in their medical condition, including but not limited to poorly controlled diabetes, poorly controlled feeding or eating disorder, and vital sign instability.
d) Youth who require one to one support due to psychiatric severity, chronic medical conditions, or level of cognitive/adaptive functioning.
e) Youth with co-occurring mental health and substance use disorders for whom the substance use disorder is the primary presenting problem and/or there is acute medical instability due to intoxication or withdrawal from a substance.

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Coordination with Monterey County Behavioral Health (MCBH)

a) Upon admission, MCBH CSOC Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
c) Upon discharge and/or transfer MCBH CSOC Post Hospital Team will be notified of disposition.
d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).

Continued Stay Criteria

For continued stay beyond 23 hours 59 minutes, MCBH must be contacted and provide authorization.

Maximum of 20 hours of billed Medi-Cal service per 24-hour period.

Child/youth must meet all of the following Criteria:

a) The child/youth's condition continues to meet admission criteria at this level of care.
b) The child/youth's treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
    i) Notwithstanding the foregoing, a child/youth's continued stay while CONTRACTOR procures a more intensive level of care for the child/youth is permissible.
c) The child/youth is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused individual, family and milieu therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention
d) Barriers to progress are identified and strategies to address them are being implemented.
e) A treatment plan has been developed and includes the individual's and family's goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the child/youth's clinical condition and response to treatment. Treatment planning should include active family or other support systems involvement, as appropriate and/or feasible.
f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.
g) The child/youth's family/natural supports are actively involved in treatment, or there are active, persistent efforts being made that can reasonably be expected to lead to the family's engagement in treatment.
h) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).

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Discharge Criteria

a) Child/youth must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU, **AND**
b) Child/youth no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

IX. DESIGNATED CONTRACT MONITOR – PROGRAMS 1 AND 2

Lara Clayton
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1441 Constitution Blvd., bldg. 400 Ste 200
Salinas, CA 93906
Telephone: (831) 796-1717
Email: ClaytonL@co.monterey.ca.us

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EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

PROGRAM 1 – Medi-Cal Fee-for-Service Program

I. PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **$335,520.**

II. PAYMENT CONDITIONS

A. All payments shall comply with Federal and State regulatory requirements, including but not limited to the Treatment Authorization Request (TAR) process as regulated by the California Code of Regulations, Title IX. The process specified below shall not be construed to replace or supersede regulatory requirements regarding the TAR process.

B. In order to receive any payment under this Agreement, CONTRACTOR shall submit a Treatment Authorization Request (TAR) and the appropriate clinical records to COUNTY within fourteen (14) days of the Medi-Cal beneficiary's discharge from the hospital.

C. In the event that a patient does not reveal his Medi-Cal eligibility or subsequently becomes eligible for Medi-Cal after discharge, the hospital will submit a TAR within sixty (60) calendar days of discovering the patient's Medi-Cal eligibility. The TAR packet shall have documentation indicating when and how the patient's Medi-Cal eligibility was discovered and verified. The COUNTY reserves the right to deny a request if it is not supported by documentation clearly indicating when and how the patient's eligibility was discovered and verified.

D. COUNTY shall approve or deny the TAR within fourteen (14) days of receipt of the TAR and clinical records (Approved as Requested or Approved as Modified). In the event that a TAR is denied or if a modification by CONTRACTOR is needed, COUNTY will return the TAR to CONTRACTOR with an explanation of the reason for the denial, or modification needed.

E. COUNTY shall forward the original approved TAR to the State fiscal intermediary and return a copy of the approved TAR to CONTRACTOR.

F. Upon receipt of the copy of the approved TAR, CONTRACTOR shall submit a claim for payment to the State fiscal intermediary.

G. In the case of a denied or returned for modification TAR, CONTRACTOR has the option of filing a first level appeal with COUNTY.

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H. If COUNTY denies the appeal, CONTRACTOR may file a second level appeal with the State Department of Mental Health.

I. For an approved TAR, CONTRACTOR will receive payment directly from the State fiscal intermediary.

III. PAYMENT RATE

A. CONTRACTOR shall be reimbursed the following inpatient bed day rates at a negotiated rate based on the Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Negotiated Rates for the period July 1, 2021 to June 30, 2024 as follows:

MoS	SFC	Description of Units of Service	FY 2021-22	FY 2022-23	FY 2023-24
5	10	Acute Inpatient - Psychiatric	$1,178	$1,178	$1,225
5	19	Hospital Inpatient Administrative Day*	$441	$441	$441
Mos - Mode of Service					
SFC - Service Function Code		* Per County Maximum Reimbursement Rates			

Service Description	FY 2021-22	UOS FY 2021-22	FY 2022-23	UOS FY 2022-23	FY 2023-24	UOS FY 2023-24	Grand Totals
Acute Inpatient - Psychiatric	$1,178	90	$1,178	90	$1,225	90	
FY Sub-Total:		**$106,020**		**$106,020**		**$110,250**	**$322,290**
Hospital Inpatient Admin Day	$441.00	10	$441.00	10	$441.00	10	
FY Sub-Total:		**$4,410**		**$4,410**		**$4,410**	**$13,230**
Fiscal Year Totals:		**$110,430**		**$110,430**		**$114,660**	
						Total Estimated County Obligation:	**$335,520**

B. CONTRACTOR shall be paid the COUNTY'S Maximum Allowance (CMA) rate based on the most recent State's Maximum Reimbursement Allowance (SMA) Rates as established by the California Department of Health Care Services for Hospital Inpatient Administrative Days. The rate of 85% of the Medi-Cal Behavioral Health Fee Schedule for Monterey County shall be used until COUNTY establishes the COUNTY'S rate Schedule for Inpatient Professional Services provided to patients served by this contract after concurrent review and consistent with TAR approval, modification or denial. Professional Services to be provided, by required billing codes are:

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CPT	MoS	SFC	Contracted Professional Service	Billing Minutes
99221	15	50	Initial Hospital Care	30
99222	15	50	Initial Hospital Care	50
99223	15	50	Initial Hospital Care	70
99231	15	50	Subsequent Hospital Care	15
99232	15	50	Subsequent Hospital Care	25
99233	15	50	Subsequent Hospital Care	35
99238	15	30	Hospital Discharge Day Management	30
99239	15	30	Hospital Discharge Day Management	30+
99251	15	30	Initial Inpatient Consultation	20
99252	15	30	Initial Inpatient Consultation	40
99253	15	30	Initial Inpatient Consultation	55
CPT - Current Procedure Terminology MoS - Mode of Service SFC - Service Function Code				

PROGRAM 2 – Crisis Stabilization Unit

I. PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **$1,542,860.**

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-1 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. CONTRACTOR shall be reimbursed the Crisis Stabilization Unit hourly negotiated rate of **$134.63**. Such rate shall be inclusive of the facility and professional component for Crisis Stabilization Unit services, billable under code S9484. The division of the Total Estimated County obligation for Crisis Stabilization Unit (CSU) services between Adults and Child/Youth, shown below, does not preclude a greater amount being reimbursed for either category as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

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CRISIS STABILIZATION UNIT					
Fiscal Year	**Units of Service (Hours)**		**Hourly Rate**	**Funding Source**	**Totals**
FY 2023-24	Adults (85%):	9740	$134.63	1991 Realignment	$1,311,296
	Child/Youth (15%):	1720		2011 Realignment	$231,564
	Total UOS:	11460			
TOTAL ESTIMATED COUNTY OBLIGATION:					**$1,542,860**

IV. PAYMENT CONDITIONS

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Cost Reimbursement Invoice Form provided as Exhibit H-1 to this Agreement (Exhibit G being previously designated to the original Agreement for "Requirements for 5150 Designation"), along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30^{th}) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

In addition to Exhibit H-1 Behavioral Health Cost Reimbursement Invoice Form, CONTRACTOR shall provide the following information as backup/supporting documentation:

- CMS-1500 / HCFA-1500 claim form, or equivalent; and
- Additional Client Care Documentation as specified by Monterey County Quality Improvement, or equivalent documentation to provide identical information, as negotiated by CONTRACTOR and COUNTY.

CONTRACTOR is not required to obtain prior authorization, or to submit a Treatment Authorization request (TAR) as a condition of reimbursement for Crisis Stabilization Unit services under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit H-1, Behavioral Health Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

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B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. ~~Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor within five (5) calendar days. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions. Notwithstanding anything to the contrary, CONTRACTOR shall have sixty (60) days from the date of its receipt of a fully executed copy of this Amendment No. 1 to A-15377 to submit claims to COUNTY for services provided from July 1, 2023 through the end of the month preceding the date on which the fully executed Amendment No. 1 to A-15377 is delivered to CONTRACTOR via email.

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

V. MAXIMUM OBLIGATION OF COUNTY – PROGRAMS 1 AND 2

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$1,878,380** for services rendered under this Agreement, under both the Medi-Cal Fee-for-Service and Crisis Stabilization Unit Programs described in Exhibit A-1. The not to exceed limits included

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under Section I. Payment Type for Program 1 and Program 2 do not preclude a greater amount from being reimbursed for either program as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2021 to June 30, 2022	$110,430
July 1, 2022 to June 30, 2023	$110,430
July 1, 2023 to June 30, 2024	$1,657,520
TOTAL COUNTY MAXIMUM OBLIGATION:	**$1,878,380**

C. The rate set forth in this Agreement shall be payment in full for services rendered under this Agreement, subject to third party liability and beneficiary (recipient of services) share of costs for specialty mental health services.

D. If, as to 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.

E. 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.

F. 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. 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

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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.

VII. 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 H-1: Behavioral Health Cost Reimbursement Invoice Form

Invoice Number:	

Contractor:	Community Hospital of the Monterey Peninsula
Address Line 1	P.O. Box HH
Address Line 2	Monterey, CA 93942
Address Line 3	
Tel. No.:	**(831) 625-4503**
Fax No.:	**(831) 658-3978**
Contract Term:	July 1, 2023 - June 30, 2024

County PO No.:	
Invoice Period:	

Final Invoice: (Check if Yes) ☐

BH Division:	

Service Description	Rate per Unit	Total Contracted UOS FY 2023-24	UOS Delivered this Period	UOS Delivered to Date	Remaining UOS	Total Annual Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
CSU - Adults	$134.63	9740			9740	$1,311,296			$1,311,296	100.00%
CSU - Child / Youth	$134.63	1,720			1720	$231,564			$231,564	100.00%
TOTALS:		**11460**			**11460**	**$1,542,860**			**$1,542,860**	**100.00%**

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:
MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date _____

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COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

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 **COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA** (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. 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: Hospital Inpatient and Day Treatment Intensive Services on an Inpatient Fee-for-Service Medi-Cal program.

II. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION – Medi-Cal Fee for Service Program
EXHIBIT B: PAYMENT AND BILLING PROVISIONS – Medi-Cal Fee for Service Program
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

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: REQUIREMENTS FOR 5150 DESIGNATION

III. 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 Provisional Rates or 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 H, Budget and Expenditure Report, if made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

IV. TERM AND TERMINATION

A. Term. This Agreement shall be effective **July 1, 2021** 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 Annual Reports, Provider's Certification, and accompanying audited financial statement, CONTRACTOR'S Year-End Cost Report Settlement and/or 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.

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6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement 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

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under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section VIII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XI to this Agreement, professional liability insurance described in Section XII to this Agreement, annual reports and cost report settlement described in Section XIV and in accordance with Exhibit I to this Agreement, and access to and audit of records described in Section XV 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.

V. 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) Circular Nos. A-122 and 133, the Cost Reporting/Data Collection (CR/DC) Manual, 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

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set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VI. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal, State and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timelines 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, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, 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.

VII. 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

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and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

VIII. 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.

IX. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in

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compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of seven (7) 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 seven (7) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the Confidentiality of Patient Information requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XI. 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

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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.

XII. INSURANCE

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

This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current 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.

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4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, 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

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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 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.

XIII. BUDGET AND EXPENDITURE REPORT

A. CONTRACTOR shall submit, as requested by the COUNTY, the Budget and Expenditure Report provided as Exhibit H, if made part of this Agreement, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.

B. CONTRACTOR shall submit an electronic copy of the Six-(6) Month and the Year-to-Date Budget and Expenditure report by February 15 and by the date specified by the COUNTY, respectively, to the COUNTY using Exhibit H as the template format. The report shall include data related to the actual costs incurred, revenues earned, and the number of actual clients served by each funded program.

XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT

A. Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. CONTRACTOR shall submit by COUNTY'S required deadlines the following, as it pertains to this Agreement:

1. State Cost Report.
2. Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports.
3. Annual Report(s), as applicable and required by the COUNTY.
4. CONTRACTOR'S Year-End Cost Report Settlement in accordance with the terms and conditions set forth in Exhibit I, if made part of this Agreement.

Such Annual Reports, numbered (1) through (3) above, and such cost report settlement, numbered (4) above, shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements using forms, templates and instructions provided by the COUNTY.

B. Preparation and Submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement in Response to Termination or Cancellation of Agreement. If this Agreement is terminated or canceled prior to June 30th of any fiscal year, CONTRACTOR shall prepare and submit to COUNTY an Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding and shall adhere to the terms and conditions set forth in Exhibit I, if made part of this Agreement. If

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Exhibit I is not a part of this Agreement, CONTRACTOR shall prepare and submit to COUNTY a cost report and any applicable reports as requested by the COUNTY.

C. Non-submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. Failure to submit the Annual Report(s) and/or the CONTRACTOR'S Year-End Cost Report Settlement, described in Section XIV (A), within thirty (30) calendar days after COUNTY'S applicable due date(s) is a breach of this Agreement, which entitles COUNTY, in its sole and absolute discretion, to (1) disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding, (2) withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR, and/or (3) terminate this Agreement pursuant to Section IV. CONTRACTOR shall comply with Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement requirements as set forth in Exhibit I, if Exhibit I is made part of this Agreement.

D. Cost Report Training. CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further training as needed and as required in accordance with changes in the State cost report requirements. CONTRACTOR shall adhere to cost report training requirements and shall comply in accordance with Exhibit I, Section III, if made part of this Agreement.

XV. 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 seven (7) 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, CONTRACTOR'S Year-End Cost Report Settlement, State Cost Report Settlement, 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, CONTRACTOR'S Year-End Cost Report Settlement, or State Cost Report Settlement shows 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

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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 and/or Cost Report Settlement Exceptions. Any and all audit and/or Cost Report Settlement exceptions by COUNTY or any Federal or State agency resulting from an audit and/or Cost Report Settlement of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

XVI. 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, national origin, ancestry, mental or physical handicap, 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 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

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against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:
   1. California Code of Regulations, Title 9, §§ 526, 527;
   2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
   3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
   4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
   5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
   6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
   7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
   8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

   In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

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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.

XVII. 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.

XVIII. 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.

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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;
5. 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.

XIX. 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.

XX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XXI. 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

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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.

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

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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.

XXII. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY	**CONTRACTOR**
Katy Eckert Behavioral Health Director 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	Steven Packer, MD President/CEO Community Hospital of the Monterey Peninsula P.O. BOX HH Monterey, CA 93942 (831) 625-4503

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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: DocuSigned by: C7A30BA59CA8423...
Department Head (if applicable)

Date: 6/30/2021 | 2:52 PM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: DocuSigned by: Marina Pantchenko 65EE9F1502BD412...
County Counsel

Date: 6/1/2021 | 10:05 AM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Gary Giboney D3834BFEA1D8449...
Auditor-Controller's Office

Date: 6/1/2021 | 10:13 AM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA
Contractor's Business Name *

By: _____
(Signature of Chair, President, or Vice-President) *

Steven Packer, MD President / CEO
Name and Title

Date: 5/26/21

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

Laura Zehm Senior Vice-President / CAO
Name and Title

Date: 05/25/2021

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 – Medi-Cal Fee for Service Program

I. IDENTIFICATION OF PROVIDER

Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942

II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

III. PROGRAM NARRATIVE

Community Hospital of the Monterey Peninsula (CHOMP) will provide specialty inpatient professional and mental health services designed to insure appropriate psychiatric treatment within a secure setting.

IV. PROGRAM GOALS

The goal of the inpatient unit is to treat and stabilize patients who meet Medical Necessity Criteria for specialty inpatient mental health services and to coordinate with other programs within the local behavioral health system so as to enable all clients to function at an optimum level within the community.

V. PROGRAM OBJECTIVES

A. To reduce acute symptoms that prevent patients from functioning in a community based setting.

B. To reduce the need for specialty inpatient mental health services by providing a transition between the hospital and community based services.

C. To provide appropriate referrals to medical, social and behavioral health services.

VI. TREATMENT SERVICES EACH FISCAL YEAR

Type of Service: Acute Inpatient-Psychiatric
Mode of Service: 24 hour services, 7 days a week (hospital days)

Contracted Units of Services:

Contracted Units of Service	FY 2021-22	FY 2022-23	FY 2023-24
Acute Inpatient - Psychiatric	90	90	90
Hospital Inpatient Administrative Day	10	10	10

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VII. POPULATION SERVED

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health's Medical Necessity Criteria and who are retrospectively authorized by COUNTY'S Behavioral Health Services staff, will be eligible for coverage.

VIII. ELIGIBILITY / RETROSPECTIVE AUTHORIZATION

To be eligible for cost recovery, all services will be retrospectively authorized for payment by the COUNTY'S Health Department staff. The Treatment Authorization Request (TAR), along with pertinent and relevant portions of a patient's medical records, must be submitted to COUNTY within fourteen (14) calendar days after the client's discharge date. COUNTY will approve or deny the TAR within fourteen (14) calendar days after receipt. If approved, COUNTY will mail the TAR to the State for payment.

IX. CONTRACT MONITOR

Rhiyan A. Quiton, PsyD
Behavioral Health Service Manager II
Psychologist, Lic # PSY 23371
Monterey County Behavioral Health Bureau
1441 Constitution Blvd, Building 400, Suite 202
Salinas, CA 93906
(831) 796-1748
quitonr@co.monterey.ca.us

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS – Medi-Cal Fee for Service Program

I. PAYMENT TYPE

Payment is based on the contract Negotiated Rate (NR)

II. PAYMENT CONDITIONS

A. All payments shall comply with Federal and State regulatory requirements, including but not limited to the Treatment Authorization Request (TAR) process as regulated by the California Code of Regulations, Title IX. The process specified below shall not be construed to replace or supersede regulatory requirements regarding the TAR process.

B. In order to receive any payment under this Agreement, CONTRACTOR shall submit a Treatment Authorization Request (TAR) and the appropriate clinical records to COUNTY within fourteen (14) days of the Medi-Cal beneficiary's discharge from the hospital.

C. In the event that a patient does not reveal his Medi-Cal eligibility or subsequently becomes eligible for Medi-Cal after discharge, the hospital will submit a TAR within sixty (60) calendar days of discovering the patient's Medi-Cal eligibility. The TAR packet shall have documentation indicating when and how the patient's Medi-Cal eligibility was discovered and verified. The COUNTY reserves the right to deny a request if it is not supported by documentation clearly indicating when and how the patient's eligibility was discovered and verified.

D. COUNTY shall approve or deny the TAR within fourteen (14) days of receipt of the TAR and clinical records (Approved as Requested or Approved as Modified). In the event that a TAR is denied or if a modification by CONTRACTOR is needed, COUNTY will return the TAR to CONTRACTOR with an explanation of the reason for the denial, or modification needed.

E. COUNTY shall forward the original approved TAR to the State fiscal intermediary and return a copy of the approved TAR to CONTRACTOR.

F. Upon receipt of the copy of the approved TAR, CONTRACTOR shall submit a claim for payment to the State fiscal intermediary.

G. In the case of a denied or returned for modification TAR, CONTRACTOR has the option of filing a first level appeal with COUNTY.

H. If COUNTY denies the appeal, CONTRACTOR may file a second level appeal with the State Department of Mental Health.

I. For an approved TAR, CONTRACTOR will receive payment directly from the State fiscal intermediary.

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III. PAYMENT RATE

A. CONTRACTOR shall be reimbursed the following inpatient bed day rates at a negotiated rate based on the Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Negotiated Rates for the period July 1, 2021 to June 30, 2024 as follows:

MoS	SFC	Description of Units of Service	FY 2021-22	FY 2022-23	FY 2023-24
5	10	Acute Inpatient - Psychiatric	$1,178	$1,178	$1,225
5	19	Hospital Inpatient Administrative Day*	$441	$441	$441
Mos - Mode of Service					
SFC - Service Function Code		* Per County Maximum Reimbursement Rates			

Service Description	FY 2021-22	UOS FY 2021-22	FY 2022-23	UOS FY 2022-23	FY 2023-24	UOS FY 2023-24	Grand Totals
Acute Inpatient - Psychiatric	$1,178	90	$1,178	90	$1,225	90	
FY Sub-Total:		**$106,020**		**$106,020**		**$110,250**	**$322,290**
Hospital Inpatient Admin Day	$441.00	10	$441.00	10	$441.00	10	
FY Sub-Total:		**$4,410**		**$4,410**		**$4,410**	**$13,230**
Fiscal Year Totals:		**$110,430**		**$110,430**		**$114,660**	
Total Estimated County Obligation:							**$335,520**

B. CONTRACTOR shall be paid the COUNTY'S Maximum Allowance (CMA) rate based on the most recent State's Maximum Reimbursement Allowance (SMA) Rates as established by the California Department of Health Care Services for Hospital Inpatient Administrative Day. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowance for Professional Services provided to patients served by this contract after retrospective review and consistent with TAR approval, modification or denial. Professional Services to be provided, by required billing codes, are:

CPT	MoS	SFC	Contracted Professional Service	Billing Minutes
99221	15	50	Initial Hospital Care	30
99222	15	50	Initial Hospital Care	50
99223	15	50	Initial Hospital Care	70
99231	15	50	Subsequent Hospital Care	15
99232	15	50	Subsequent Hospital Care	25
99233	15	50	Subsequent Hospital Care	35
99238	15	30	Hospital Discharge Day Management	30
99239	15	30	Hospital Discharge Day Management	30+
99251	15	30	Initial Inpatient Consultation	20
99252	15	30	Initial Inpatient Consultation	40
99253	15	30	Initial Inpatient Consultation	55
CPT - Current Procedure Terminology MoS - Mode of Service SFC - Service Function Code				

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IV. MAXIMUM OBLIGATION OF COUNTY:

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$335,520** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2021 to June 30, 2022	$110,430
July 1, 2022 to June 30, 2023	$110,430
July 1, 2023 to June 30, 2024	$114,660
TOTAL COUNTY MAXIMUM OBLIGATION:	**$335,520**

C. The rate set forth in this Agreement shall be payment in full for services rendered under this Agreement, subject to third party liability and beneficiary (recipient of services) share of costs for specialty mental health services.

D. If, as to 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.

E. 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.

F. 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.

V. 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

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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.

VI. 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.

Community Hospital of the Monterey Peninsula
Business Name of Contractor

Laura Zehm
Signature of Authorized Representative

Laura Zehm
Printed Name of Authorized Representative

05/25/2021
Date

Sr. Vice President / CAO
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 Business Name	Community Hospital of the Monterey Peninsula	
Name of Contractor's Designee	Laura Zehm	
Title of Designee	Sr. Vice-President / CAO	
Street: P.O. Box HH		
City: Monterey	State: California	Zip: 93942
IRS Employer Identification Number	94-0760193	

I certify that the above information is complete and correct to the best of my knowledge and belief.

By Laura Zehm
Contractor's Signature

05/27/2021
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.
- 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.

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- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui 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, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and 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

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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.

Community Hospital of the Monterey Peninsula
Contractor (Organization Name)

Signature of Authorized Representative

Laura Zehm
Name of Authorized Representative (*printed*)

05/25/2021
Date

Sr. Vice-President / CAO
Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective **July 1, 2021** ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **Community Hospital of the Monterey Peninsula** ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. 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"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. Definitions

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. Permitted Uses And Disclosures Of PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

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(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for 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);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner 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 persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. Responsibilities Of The Parties With Respect To PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

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(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) 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, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the 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 two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents 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;

(i) 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 in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; 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;

(j) 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;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

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3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any 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. Terms And Termination

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

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4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. Miscellaneous

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement 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 the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement 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 Agreement 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 to the facsimile telephone numbers listed below.

If to Business Associate, to:
Steven Packer, MD
President/CEO
Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942
(831) 625-4503

If to Covered Entity, to:
Monterey County Health Department/Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906
Attn: Elsa M. Jimenez, Director of Health
Tel: (831) 755-4526
Fax: (831) 755-4980

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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 Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, 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 this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

COUNTY OF MONTEREY, ON BEHALF OF THE HEALTH DEPARTMENT

By: DocuSigned by: C7A30BA59CA8423...

Print Name: Elsa Jimenez

Print Title: Director of Health

Date: 6/30/2021 | 2:52 PM PDT

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA

By: Laura Zehm

Print Name: Laura Zehm

Print Title: Sr. Vice-President / CAO

Date: 05/26/2021

BAA-Health Department Revised 12/12/2014

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EXHIBIT G: REQUIREMENTS FOR 5150 DESIGNATION

In order to receive and maintain designation by the Monterey County Board of Supervisors as a facility for 72 hour treatment and evaluation under Welfare and Institutions Code Section 5150, CONTRACTOR shall ensure that the operation of its facility for Section 5150 patients complies with the conditions set forth below. These conditions may be amended by COUNTY upon giving at least 60 days advance notice in writing CONTRACTOR. The conditions are as follows:

1) CONTRACTOR shall submit to the County Behavioral Health Director a description of psychiatric programs available at the LPS designated hospital. It is the designated hospital's responsibility to update this description of services whenever appropriate.

2) CONTRACTOR and all persons staffing the facility shall adhere to the requirements of the LPS Act including furnishing required reports to the County Behavioral Health Director.

3) CONTRACTOR and all persons staffing the facility shall adhere to the patients' rights requirements of the LPS Act.

4) CONTRACTOR shall reimburse COUNTY for all costs incurred by COUNTY in providing patients' rights services for private patients.

5) CONTRACTOR shall reimburse COUNTY for all costs incurred by COUNTY on account of CONTRACTOR's private patients as follows:

   a) In connection with certification review hearings at the administrative level, including but not limited to hearing officer costs and patients' rights advocate costs;

   b) In connection with court hearings, including, but not limited to, attorney's fees and costs;

   c) COUNTY shall send to CONTRACTOR within ten (10) working days following the service month being reported a report which details the aforementioned costs incurred by the COUNTY. The report shall include the patient's name; dates of service; time spent by the Advocate or Counsel; associated dollar amount;

   d) The charge rates are:

ADVOCATE:	$82.11 Per hour (fully loaded hourly rate)
HEARING OFFICERS:	$120.00 Per hearing
DEPUTY COUNTY COUNSEL:	$220.00 Per hour (fully loaded hourly rate)
SR. DEPUTY COUNTY COUNSEL:	$250.00 Per hour (fully loaded hourly rate)

   e) Charges shall be deducted from the CONTRACTOR'S monthly claim for service;

   f) Any disputed payments shall be handled in accordance with Section XXV, par. 9.

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6) The facility shall have the capacity to ensure that patients are assessed and treated for medical problems.

7) A facility may transfer a patient for valid clinical reasons if another facility agrees to accept the patient. The requesting facility will be responsible to pay for the transportation.

8) CONTRACTOR shall inform the County Behavioral Health Director of any serious incidents involving an involuntary patient.

9) The facility shall accept and treat patients based on bed vacancy rather than the patients' third party payor source.

10) The facility staff will not be authorized to initiate LPS Conservatorships and will refer all patients they consider in need of conservatorship to the Behavioral Health Division's Medical Director for evaluation.

11) The facility and treatment program will be reviewed on an annual basis by the County Health Department's Behavioral Health Division.

12) All facility staff with 5150 privileges will be annually designated by the Behavioral Health Director and will be required to have appropriate training if deemed necessary by the Behavioral Health Director.

(The remainder of this page is left intentionally blank)

Introduced: 12/19/2023 **Current Status:** Passed

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement with Thermo Electron N. America, LLC, for the purchase of new laboratory equipment and two years of preventative maintenance, effective upon execution, to January 31, 2027, for a total agreement amount of $170,523; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($17,052) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $187,575.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement with Thermo Electron N. America, LLC, for the purchase of new laboratory equipment and two years of preventative maintenance, effective upon execution, to January 31, 2027, for a total agreement amount of $170,523; and
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SUMMARY DISCUSSION:
The County of Monterey Health Department, Public Health Bureau, Consolidated Environmental Laboratory is an Environmental Lab Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Environmental Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water.

The Consolidated Environmental Laboratory seeks approval to enter into an agreement with Thermo Electron North America, LLC, to purchase, install, and maintain an iCAP RQplus argon gas dilution mass spectrometer. The iCAP RQplus is a trace element analyzer. It will improve laboratory efficiency by providing higher throughput, streamlining analysis in one piece of equipment, and increasing detection sensitivity.

This work supports the County of Monterey Health Department 2018-2024 Strategic Plan Goals: 2.

Enhance public health and safety through prevention, and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports two of the ten essential public health services, specifically: 2. Investigate, diagnose, and address health problems and hazards affecting the population, 4. Strengthen, support, and mobilize communities and partnerships to improve health.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
Appropriations for this Agreement are included in the Health Department's (HEA003-8124) FY 2023-24 Adopted Budget. The agreement is funded 49% by California Department of Public Health (CDPH) Epidemiology and Laboratory Capacity (ELC) Public Health Lab (PHL) grant funds for FY2023-2024 and 51% through Public Health Realignment. FY2024-2027 costs will be funded 100% through Public Health Realignment.

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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

_____Date: _____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement
Exhibit A
Addendum

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Introduced: 12/19/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

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Date: 1/3/2024 | 10:49 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report
Agreement
Exhibit A
Addendum

DocuSign Envelope ID: 4D92BFFE-C8A2-4CAD-B6E9-A2C0A911878E

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Thermo Electron North America, LLC,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Lab equipment and installation of a iCAP RQplus (C1, iMR) AGD with a two (2) year preventative maintenance plan.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ 170,522.40

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from upon execution **to** January 31, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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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.

EXHIBIT-A

To Agreement by and between
County of Monterey, Health Department hereinafter referred to as "County"
AND
Thermo Electric North America, LLC, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.2 CONTRACTOR shall install BRE731344 iCAP RQplus (C1, iMR) AGD
iCAP RQplus iMR Quadrupole ICP-MS Spectrometer with 1 QCell MFC and Argon Gas, with a 12-month base warranty.

A.3 CONTRACTOR shall provide Extended Warranty Promo-iCAP RQ+, for an additional two years that will begin after the 12-month base warranty ends. On-site corrective maintenance visits, including required factory certified replacement parts, labor, and travel with a target of three (3) business day on-site response time
Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries
10% discount on spare parts (not covered by corrective maintenance), accessories and Consumables.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$170,522.40** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Item	Description	Unit Price	Qty	Total
1.1	**BRE731344** **iCAP RQplus (C1, iMR) AGD iCAP RQplus iMR Quadrupole ICP-MS Spectrometer with 1 QCell MFC and Argon Gas** Includes one Peak Width feature card (BRE0014030) to allow <1u mass resolution above 220u ICP-MS subject to export control in certain territories. Complete ICP-MS analysis system to include: - Digital, solid state 27 MHz RF-generator with full PC control giving continuously variable power from 380 W to 1600 W - Computer controlled gas control for all plasma gases - One 1000 mL/min (PN 1271870) additional MFC for the addition of make-up gases andone Additional Gas Dilution (AGD) kit - Option to add one further additional MFC to the system - Bench height, open architecture sample introduction system comprising glass concentric nebulizer (400 µL/min at the default peristaltic pump rate) and quartz cyclonic spray chamber (software-controlled Peltier cooling, -10 to 20°C) - Close-coupled, compact, low pulsation, 12 roller, 4 channel mini-pump with metal freerollers, EasyClick automatic tubing tensioning system and bubble sensor to protect from unnecessary loss of sample- Push-in, unshielded, demountable quartz torch with automatic gas connectivity and a high purity 2.5 mm ID quartz self-aligning injector as standard, compatible with a range of application specific injectors (different materials, internal diameters) - Argon Gas Dilution Capability for iCAP Q/Qnova which enables the analysis of high matrix samples by diluting the nebulized sample stream, decreasing the sample load and enabling tolerance of the direct analysis of a higher level of matrix compared to standard operating conditions (includes 1 L/min additional mass flow controller, argon humidifier unit not included). - Computer controlled plasma positioning in all three dimensions, x, y and z - Plasma TV for simplified plasma optimization - Unique, front opening spectrometer interface cassette for easy access to all user maintainable components like sample and skimmer cones plus the extraction lens - Ni sample and skimmer cones, featuring proprietary “insert technology” on the skimmer cone for low backgrounds, high matrix tolerance and high ion transmission; high matrix (3.5 mm) and robust (4.5 mm) insert included - Fixed voltage, 3D focusing, maintenance free RAPID lens deflects ions by 90°, removing neutrals from the ion beam while maintaining high ion transmission - Proprietary QCell with Flatapole technology to ensure high ion transmission and low backgrounds to deliver enhanced analytical performance - Collision/reaction cell technology (CRC) with ONE CCT Gas MFC, compatible with additional CCT gases, e.g. O and mixtures of H in He and NH in He - High performance, full size, quadrupole mass analyzer, covering the mass range 2-290 amu with Intelligent Mass Resolution (iMR) capability for accurate and precise isotopic and elemental ratios; design delivers low abundance sensitivity and ultra-fast scanning - “Plug & Play” user replaceable, discrete dynode electron multiplier detector providing greater than 10 orders of linear dynamic range via simultaneous analogue/pulse counting detection The system comes with a Windows PC, Mouse, Multimedia Keyboard (US QWERTY Layout), and a Monitor. The ICP-MS is controlled by the Qtegra Intelligent Scientific Data Solution (ISDS) Software platform. It allows full remote access to the instrument for remote monitoring of the system. (Qtegra ISDS Software must be ordered separately)	$ 163,715.16	1	$ 163,715.16
1.2	**BRE0003260 CETA Model ASX560 Autosampler** The Teledyne CETAC ASX-560 Autosampler is a four-rack sample system for automated liquid sample introduction into a variety of analysis instrumentation. •Random access compact autosampler for ICP and AAS analysis. •84 to 384 solution capacity dependent on rack configuration. •Compatible with all iCE Series AAS, iCAP Series ICP-OES and iCAP Q/Qnova Series ICP-MS instruments. •Suitable for 100 - 240v and 50/60Hz operation. Contains: •Autosampler, baseplate, rinse station and tubing •Power supply and different chords •One USB cable for communication •Two carbon-fiber probes: 0.5 mm i.d. (blue band) and 0.8 mm i.d. (red band) •Ten 50 mL polypropylene tubes with caps for standards •One 60 position BelArt tube rack •Sixty 14 mL polypropylene tubes	$ 8,290.00	1	$ 8,290.00
1.3	**121123010000008 TF2500 Air Cooled Chiller (208V/60Hz)** ThermoFlex 2500 air cooled recirculating chiller with a cooling capacity of 2500 W for a temperature range of 5° to 40° C. For a supply voltage of 208 V and frequency of 60 Hz.~ Recommended for iCAP Q / Qnova Series ICP-MS	$ 8,010.00	1	$ 8,010.00
1.4	**BRE0004797 Pre-Inst. Kit iCAP Qnova Series - HazMat** Pre-installation kit for iCAP Qnova Series (ICP-MS) instruments containing calibration and tune solutions with 2% nitric and 0.5% hydrochloric acid content.	$ 995.00	1	$ 995.00

Item	Description	Unit Price	Qty	Total
1.5	**BRE0060145 Qtegra ISDS for iCAP RQplus ICP-MS** Instrument (1 seat) and Desktop (3 seats) License and Thermo Scientific™ Qtegra™ Intelligent Scientific Data Solution™ (ISDS) Software for iCAP RQplus ICP-MS Qtegra ISDS Software includes: - Get Ready for a fully automated, data driven startup process - Simple, intuitive, and guided user input sequence delivering faster setup time - Simplified creation of LabBooks with Templates - Facilitated sample data input from digital Barcode/QR Code readers or LIMS Systems. - Data processing capabilities for trace elemental quantification - Time resolved analysis workflows for speciation and laser ablation - Clear data visualization and data transparency - Comprehensive data export and reporting options - Thermo Scientific Hawk Consumables and Maintenance Assistant - Instrument Performance Monitoring - Full suite of 21CFR Part 11 compliance tools	$ 6,749.00	1	$ 6,749.00
1.6	**BRE0006798 iCAPQnova CountKit NA** Power cords for iCAP Qnova Series (ICP-MS) instruments for North America for a nominal voltage of 200-240 VAC, 50-60 Hz, single phase, containing 2 cables for instrument and vacuum pump: • 2 x NEMA 6-20P • 2 x NEMA L6-20P Contains a further set of power cords for PC and Monitor (2 x NEMA 5-15).	$ 151.00	1	$ 151.00
1.7	**702-023402 2 DAYS TEA ONSITE SUPPORT** 2 DAYS TEA ONSITE SUPPORT	$ 6,600.00	1	$ 6,600.00
1.8	**C0202-99-00182 PV PDU 2xL6-20R,2x6-20R,4x5-15R, NOT EU** The PDU module for the Powervar UPS systems acts as a "powerstrip" with numerous plug receptacles. The L14-30R (receptacle on UPS) mates with the L14-30P (Plug on PDU) 10' long power cord. The unique thing about this plug/receptacle combination is that it contains two hot legs, a neutral and a ground, so it's a four conductor set up ("14"), allowing both 115 and 230 VAC to be distributed. The "30" stands for the current rating of the device. These receptacles allow the user to plug in all the power cords that belong to their LCMS/ICP-MS system in one place and keep them protected from power surges and from short power failures "brown-outs" of the mains power to the building. The PDU can supply both 125V and 230V depending on the plugs being used. As a rule, any outlet that is a Nema 5-XX will provide 125 V output, while any Nema 6-XX will provide 230V output. Each PDU can be matched up with any of the LSMS Powervar Security Plus II UPS systems. The differences in the 3 PDUs that are offered relate to the different receptacles that each of our MS systems require. This PDU works in conjunction with any LSMS Powervar UPS system. It is designed for use with the Exploris (all), ID-X, IQ-X,Fusion, Fortis, Fortis Plus, Quantis, and Endura MS systems as well as iCAP Q/Qnova Series. It contains the following receptacles: • 4 x 5-15R rated at 15A (120V) • 2 x 6-20R rated at 20A (230V) • 2 x L6-20R rated at 20A (230V)	$ 1,190.00	1	$ 1,190.00
1.9	**C0012-01-00080 POWERVAR POWER CONDITIONER 5.0kVA, RoHS** 5.0 kVA Single-Phase Power Conditioners (PC) can be used with various instruments and accessories. Power Conditioners are used for applications that require large power loads or applications with dual-voltage requirements. To accommodate the different plugs from the various instruments and accessories, a separate PDU (Power Distribution Unit) must also be ordered. The following LC MS and ICP-MS systems can be used with 5.0 kVA Power Conditioner:Exploris 120 & 240, ID-X, IQ-X, Fusion, Fortis, Quantis, Endura, Quantiva, Quantum, Altis, Fusion Lumos, Eclipse, and Q Exactive series as well as iCAP Q/Qnova Series. All Plus versions of the instruments above can also be used with this Power Conditioner system. There is no need to add the N2 Generator to the Power Conditioner since there is no conductive connection point to the LCMS System. N2 generators will require the addition of a Peak Boost (P/N 222-294100) from 208V to 230V. Other instruments and accessories can also be added if one does not exceed the power requirements of the Power Conditioner and that one has the needed receptacles to plug these instruments and accessories into the Power Conditioner either directly or through a PDU. Specs: This UPS comes with a 6 foot power cord ending in a L6-30P. The Power Conditioner requires an input voltage of 208V connected to a 30-40A breaker. The back of the Power Conditioner has various receptacles that can be used to plug in other devices. The receptacles included in this model are: 4x 5-15R and a L14-30R. The L14-30R is the receptacle that is used to plug the PDU into the Power Conditioner. Dims: 10.00" x 12.47" x 18.00" (inches)	$ 4,550.00	1	$ 4,550.00

Item	Description	Unit Price	Qty	Total
1.10	**1323760 iCAP Q/Qnova Calibration Solution** iCAP Q/Qnova Calibration Solution	$ 521.00	1	$ 521.00
1.11	**1323770 iCAP Q/RQ TUNE solution** iCAP Q/RQ TUNE solution	$ 347.00	1	$ 347.00
1.12	**701-497800 Std Options Plan-Basic CETAC Autosampler** Standard Options Service Plan - Basic CETAC Autosampler • On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) business day on-site response time • Priority status for technical support telephone inquires	$ 0.01	1	$ 0.01
1.13	**701-061078 2nd year Extended Warranty Promo-iCAP RQ+** **08/01/2024-07/31/2025** On-site corrective maintenance visits including required factory certified replacement parts, labor, with a target of three (3) business day on-site response time Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries 10% discount on spare parts (not covered by corrective maintenance), accessories andconsumables.	$ 15,271.00	1	$ 15,271.00
1.13	**701-061314** **Fac War PM - iCAP RQ plus** **• Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit**	$ 5,712.00	1	$ 5,712.00
2.0	**701-061078** Extended Warranty Promo-iCAP RQ+ On-site corrective maintenance visits including required factory certified replacement parts, labor, with a target of three (3) business day on-site response time Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries 10% discount on spare parts (not covered by corrective maintenance), accessories and consumables	$ 15,271.00	1	$ 15,271.00
3.0	**701-497800** Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	$ 0.01	1	$ 0.01
			Subtotal	**$ 237,372.18**
			Promotions/Discounts	$ (85,089.37)
			Subtotal less discounts	**$ 152,282.81**
			Total taxable items	$ 137,011.79
			Total taxes at 9.25%	$ 12,673.59
			Shipping	**$ 5,566.00**
			Not to Exceed Amount	**$ 170,522.40**

**Upon completion of deliverables, please submit invoices.

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey, Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey, Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@co.monterey.ca.us

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

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ADDENDUM TO TERMS
BETWEEN
Thermo Electron North America LLC ("Seller")
AND
County of Monterey ("Buyer")

Agreement No. 00588984

This Addendum to Buyer's "Standard Agreement" (hereinafter referred to as the "Terms") is made and entered into on August 18, 2023 (the "Effective Date") by and between Buyer and Seller. Buyer and Seller may be referred to individually as a "Party" or collectively as the "Parties" herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Section 8 "Indemnification**" is deleted in its entirety and replaced as follows:

"By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (iii) the gross negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (iv) by any third party, (v) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (vi) Seller's compliance with Buyer's designs, specifications or instructions, (vii) use of the Product in an application or environment for which it was not designed, or (viii) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEMDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

2. Section 9 "Insurance" is deleted in its entirety and replaced with the following:

" For the term of a support plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated A- or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US$2,000,000 (two million) for each occurrence and US$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's

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liability insurance for a limit of US$1,000,000 (one million), (c) Automobile liability of US$2,000,000 (two million) and (d) Umbrella coverage of US$5,000,000 (five million). Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein."

3. Section 14.01 "Independent Contractor" is modified to remove this sentence:

"In connection therewith, Contractor shall defend, indemnify, and hold County harmless from and any and all liability which County may incur because of Contractor's failure to pay such taxes."

4. Section 16.06 "Assignment and Subcontracting" and Section 16.07 "Successors and Assigns" are deleted in their entirety and replaced with the following:

"This Agreement may not be assigned or transferred without each Party's prior written consent, which consent shall not be unreasonably withheld. Subject to each Party's approval this Agreement will be binding upon and inure to the benefit of, and be enforceable by, each Party and its successors and assigns. Notwithstanding anything to the contrary, each Party has the right to disclose the terms and conditions of this Agreement to the extent necessary to establish rights or enforce obligations under this Agreement."

Sections to be added

5. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF EITHER PARTY UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS ($1,000,000), PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION DOES NOT APPLY TO LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF SELLER'S INTELLECTUAL PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

6. Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with

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the delivery terms of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.
Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for technical support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

7. Seller retains all rights in, title to and ownership of (i) any and all software provided to Buyer under this Agreement, which is licensed, not sold, to Buyer, solely for the purposes of Buyer's use and operation of the Products; and (ii) all services deliverables provided by Seller under this Agreement, whether related to Products or otherwise.

8. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity

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who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

*****

This Addendum and the Terms together form an agreement ("Agreement") between Buyer and Seller. The Agreement constitutes the entire understanding between the Buyer and Seller and shall not be amended, altered or changed except by a written agreement signed by the Parties hereto. In the event of a conflict between this Addendum and the Terms, the terms of this Addendum shall prevail. Any additional or conflicting terms and conditions to those in the Agreement, either written or verbal, are of no force and effect upon the Parties.

The Parties agree that this Agreement shall apply to all purchase orders issued by Buyer until July 31, 2026, whether or not such terms are included with or incorporated by reference in such orders.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed on the date last signed by the Parties herein below.

COUNTY OF MONTEREY

By:	
Name:	Elsa M. Jimenez
Title:	Director of Health Services
Date:	

THERMO ELECTRON NORTH AMERICA LLC

By:	DocuSigned by: Kadija Locklear C23888B9BA98413...
Name:	Kadija Locklear Contract Specialist
Title:	Contract Specialist
Date:	12/14/2023 | 9:50 AM PST

COUNTY OF MONTEREY:

Approve as to Form:

Signature: DocuSigned by: 65EE8E150780D412...
Deputy County Counsel

Date: 12/14/2023 | 11:38 AM PST

DocuSigned by: Carrie Grigg 820224E2F5B8424...
Carrie Grigg

Contracts Specialist

12/14/2023 | 9:49 AM PST

Approve as to Fiscal Provisions:

Signature: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 12/19/2023 | 8:42 AM PST

Introduced: 12/19/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute Amendment No. 4 to Mental Health Services Agreement A-15506 between The County of Monterey and Partners for Peace for the provision of new and additional prevention and early intervention outreach and engagement services, retroactive to January 1, 2024, which adds $358,195 in FY 2023-2024 and $357,678 in FY 2024-25, for a new total Agreement amount not to exceed $1,603,871 for a term of July 1, 2021 through June 30, 2025.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the Director of Health Services or designee to execute Amendment No. 4 to Mental Health Services Agreement A-15506 between The County of Monterey and Partners for Peace for the provision of new and additional prevention and early intervention outreach and engagement services, retroactive to January 1, 2024, which adds $358,195 in FY 2023-2024 and $357,678 in FY 2024-25, for a new total Agreement amount not to exceed $1,603,871 for a term of July 1, 2021 through June 30, 2025.

SUMMARY/DISCUSSION

As part of the County of Monterey Health Department, Behavioral Health Bureau's Access and Mental Health Services Act (MHSA) outreach, engagement and mental health programs the County currently has Agreement A-15506 with Partners for Peace to meet goals and objectives outlined in the County's MHSA Plan. Since MHSA revenues are higher than budgeted and this agency has the capacity to increase services delivered to the community, approval for amending Agreement to increase budget amount for Program 2: Interconnected Systems Framework is being sought.

Additionally, On May 25, 2023, the County of Monterey Behavioral Health Bureau received approval from the Mental Health Services Oversight and Accountability Commission (MHSOAC) for the "Rainbow Connections" MHSA Innovation Program. This Innovation Program aims to improve the mental health outcomes and functioning of LGBTQ youth and their families by promoting interagency communication and collaboration across youth-serving systems, and through building capacity among youth-serving adults to identify and respond affirmatively to the needs of LGTBQ youth up to age 24. Multiple vendors will assist the County in the implementation and evaluation of the Rainbow Connections Innovation Program. Partners for Peace will maintain an important role in this project by providing school and community outreach, parent and family supports, and facilitating referrals for mental health services for LGBTQ youth and their families.

This agreement is late in being presented to your Board due to ongoing negotiations with a separate vendor and agreement that will operate in conjunction with this agreement.

This work supports the Monterey County Health Department 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 provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT

County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions respectively.

FINANCING

This Amendment No. 4 is funded by MHSA PEI and INN funds. The added funds in the amount of $358,195 in FY 2023-2024 are included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2023-24 Adopted Budget, and the added funds in the amount of $357,678 in FY 2024-25 will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2024-25 Requested Budget.

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: Wesley Schweikhard, Management Analyst II, 755-4856

Approved By:

_____Date:_____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Draft Amendment No. 4 to Agreement A-15506
Amendment No. 3 to Agreement A-15506 is on file with the Clerk of the Board
Amendment No. 2 to Agreement A-15506 is on file with the Clerk of the Board
Amendment No. 1 to Agreement A-15506 is on file with the Clerk of the Board
Agreement A-15506 is on file with the Clerk of the Board

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County of Monterey

Board Report

Legistar File Number: A 23-580

Item No.38

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

January 09, 2024

Introduced: 12/19/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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SUMMARY/DISCUSSION

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DocuSign Envelope ID: 0462BB68-EE1D-49B4-ACE8-6A9C0FF0208A

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OTHER AGENCY INVOLVEMENT

County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions respectively.

FINANCING

This Amendment No. 4 is funded by MHSA PEI and INN funds. The added funds in the amount of $358,195 in FY 2023-2024 are included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2023-24 Adopted Budget, and the added funds in the amount of $357,678 in FY 2024-25 will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2024-25 Requested Budget.

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: Wesley Schweikhard, Management Analyst II, 755-4856

Approved By:

DocuSign Envelope ID: 0462BB68-EE1D-49B4-ACE8-6A9C0FF0208A

DocuSigned by:
293774DBE9524EE...
Date: 1/3/2024 | 10:55 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report
Draft Amendment No. 4 to Agreement A-15506
Amendment No. 3 to Agreement A-15506 is on file with the Clerk of the Board
Amendment No. 2 to Agreement A-15506 is on file with the Clerk of the Board
Amendment No. 1 to Agreement A-15506 is on file with the Clerk of the Board
Agreement A-15506 is on file with the Clerk of the Board

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AMENDMENT NO. 4
TO MENTAL HEALTH SERVICES AGREEMENT A-15506
BY AND BETWEEN
COUNTY OF MONTEREY AND
PARTNERS FOR PEACE

This Amendment No. 4 to Agreement A-15506 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Partners for Peace, hereinafter referred to as CONTRACTOR.

WHEREAS, on September 3, 2021, the COUNTY and CONTRACTOR entered into Agreement A-15506, Amendment No. 1 dated May 17, 2022, Amendment No. 2 dated September 16, 2022, Amendment No. 3 dated May 18, 2023; and

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

1. Add $312,724 to Program 2: Interconnected Systems Framework in FYs 2023/24-204/25 to support "Familia Adalente" services.
2. Add $7,216.91 to Program 2: Interconnected Systems Framework in FYs 2023/24-204/25 to support MHSSA Conference Participation.
3. Add $395,932.80 in FYs 2023/24-2024/25 to support the new Program 3: Rainbow Connections Family Support Partner.

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

1. EXHIBIT A-4 PROGRAM DESCRIPTION replaces EXHIBIT A-3. All references in the Agreement to EXHIBIT A-3 shall be construed to refer to EXHIBIT A-4.

2. EXHIBIT B-4 PAYMENT PROVISIONS replaces EXHIBIT B-3. All references in the Agreement to EXHIBIT B-3 shall be construed to refer to EXHIBIT B-4.

3. EXHIBIT G-4 BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBIT G-2. All references in the Agreement to EXHIBIT G-2 shall be construed to refer to EXHIBIT G-4.

4. EXHIBIT H-4 REVENUE & EXPENDITURE SUMMARY replaces EXHIBIT H-2. All references in the Agreement to EXHIBIT H-2 shall be construed to refer to EXHIBIT H-4.

5. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the Agreement.

6. This AMENDMENT NO. 4 shall be effective retroactive to January 1, 2024.

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7. This Amendment increases the contract amount by $715,873 for a revised total agreement amount not to exceed $1,603,871.71.

8. A copy of AMENDMENT NO. 4 shall be attached to the original AGREEMENT executed by the County on September 3, 2021.

(the remainder of this page is intentionally left blank)

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 4 to Agreement A-15506 as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B74193...
Contracts/Purchasing Officer

Date: 12/18/2023 | 1:08 PM PST

By:
Department Head (if applicable)

Date:

By:
Board of Supervisors (if applicable)

Date:

Approved as to Form [1]

By: DocuSigned by: Shane Eben Strong 6624564F383643C...
County Counsel

Date: 12/18/2023 | 11:52 AM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 12/18/2023 | 12:32 PM PST

Approved as to Liability Provisions[3]

By:
Risk Management

Date:

CONTRACTOR

PARTNERS FOR PEACE
Contractor's Business Name*

By: DocuSigned by: Vicki Law D26C6FA5B6C840D...
(Signature of Chair, President, or Vice-president) *

Vicki Law, Executive Director
Name and Title

Date: 12/15/2023 | 1:27 PM PST

By: DocuSigned by: Susan Courtney FA6FC806857E478...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Susan Courtney Treasurer
Name and Title

Date: 12/14/2023 | 3:00 PM PST

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

[1]Approval by County Counsel is required; 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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PROGRAM 1: CULTURALLY RELEVANT PARENTING CLASSES

Effective September 1, 2021 – June 30, 2024

I. IDENTIFICATION OF PROVIDER

Partners For Peace – Culturally Relevant Parenting Classes

Mailing Address: Partners For Peace, PO Box 2473, Salinas, CA 93902
Physical Office Address: 855 East Laurel Drive, Bldg. H, Salinas, CA 93905
Services will be provided at schools, faith-based buildings, and community rooms throughout Monterey County.

Office Telephone: (831) 754-3888
Vicki Law, Executive Director (831) 726-6459

II. INCORPORATION STATUS

501(c) 3

III. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION

A. Program Description

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

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

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B. Prevention Services to be Provided

1. Strengthening Families Program for Parents and Caregivers and youth ages 10-16 ("SFP") consists of one (1) Orientation followed by a seven (7) 2-hour class series.

2. Loving Solutions a prevention model for parents of youth 5 to 10 years of age and is a curriculum that focusses on healthy eating and sleeping, positive discipline, school success and communication and bonding. This program contains resources for parents with children diagnosed with ADD/ADHD.

3. Parent Project® for parents and caregivers with youth ages 11-17, addresses challenging and destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. The Parent Project consists of one (1) Orientation followed by ten (10) 2-hour classes and the formation of family support groups that continue after the parents have graduated from the class.

Number of Individuals to Be Served in Culturally Relevant Family Education Programs:
Fiscal Year 2021-2022: Parents/Caregivers and Youth (5-17 years of age) total of 640
Fiscal Year 2022-2023: Parents/Caregivers and Youth (5-17 years of age) total of 760
Fiscal Year 2023-2024: Parents/Caregivers and Youth (5-17 years of age) total of 760

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

Number of Families Served:
Fiscal Year 2022-2023: 250
Fiscal Year 2023-2024: 300

C. Program Goals & Activities

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

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

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

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

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

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

Activities: Staff receive on-going training, feedback, and evaluation. The P4P Board of Directors annually evaluates the Strategic Plan and the work of the Executive Director.
Activities**:** Part-Time Systems Navigator: Recruitment and retention of parents/caregivers enrolled in family education classes.

D**.** Program Objectives

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

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

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

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

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

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

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

E. Expected Outcomes:

Goal #1 Outcomes: Families will report increased communication, bonding, increased school success and a decrease in difficult or challenging behaviors.
Goal #2 Outcomes: Facilitators have the training they need to meet the needs of families during the pandemic and beyond. Wrap-around services for basic needs and family needs are continually shared with the families served.
Goal 3: Outcomes: P4P continues to provide staff and Facilitators that are well-qualified to deliver programs with fidelity.

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

1. Site(s): P4P will identify sites quarterly throughout Monterey County to deliver the family education programs. Salinas and South County will have priority when determining class in-person locations. The UCLA Center for Health Policy Research identified East Salinas and South County as having 61% who feel safe in their neighborhoods compared with 82% for the entire county and 88% for the state). Online classes will be available to parents/caregivers throughout Monterey County.

2. Hours of Operation: Office Hours: 9:00 AM – 5:00 PM, Monday – Friday. Course delivery hours are seven (7) to ten (10) consecutive weeks, with two (2) to three (3) online or in-person class orientations prior to delivery of the curriculum to manage the registration process, identify course expectations, parent/caregiver needs (transportation, technology, literacy level) and class delivery information (including Zoom orientation if needed for online classes).

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The courses are generally from 6:00/6:30 PM – 8:00/8:30 PM. A few Loving Solutions class series are delivered at the school in the morning hours.

IV. PROGRAM ELIGIBILITY

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

V. MEETINGS/COMMUNICATIONS

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

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a monthly basis no later than thirty (30) days following the end of each month to MCBH's designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

VII. DESIGNATED CONTRACT MONITOR

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

DocuSign Envelope ID: 3E4FB541-CBCA-4B89-A55C-95AD82637A8B

PROGRAM 2: INTERCONNECTED SYSTEMS FRAMEWORK (ISF)
Effective February 1, 2022 – June 30, 2025
****Effective January 1, 2024 – June 30, 2025***

I. IDENTIFICATION OF PROVIDER

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

II. PROGRAM GOAL

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

III. PROGRAM NARRATIVE

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

IV. SERVICE DESCRIPTION

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

DocuSign Envelope ID: 3E4FB541-CBCA-4B89-A55C-95AD82637A8B

a. Parent Project Senior, Changing Destructive Adolescent Behavior Workshops*

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

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

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

c. Familia Adalante**

A 12-week evidence-based, family development model for Hispanic-identifying children ages 10 to 14 who have exhibited early signs of behavioral or emotional challenges. Specifically, youth who are experiencing behavioral problems in their school setting, such as disruptive behavior or poor impulse control; emotional concerns, including withdrawal, shyness, and anxiety; or some degree of academic difficulty not due to a learning disability or lack of English language proficiency. The 12-week program provides psychoeducation in a group format with the goal of assisting families in identifying stressors and risk factors, strengthening family and community ties, and reducing overall levels of stress and risky behavior in youth. Youth and caregivers participate in concurrent classes once a week for 12 weeks with children meeting separately from their caregivers to provide age appropriate and safe spaces for both groups. The program focuses on educating high-risk Latino youth and their caregivers in family and peer communication, substance abuse and HIV prevention, perceptions of harm around engaging in risky behaviors, and positive school bonding.

2. CONTRACTOR shall facilitate parenting courses in both Spanish and English.

3. CONTRACTOR shall provide Parent Project, Loving Solutions and Familia Adalante facilitator training. CONTRACTOR shall identify staff to become a facilitator to increase capacity to provide more parenting classes.

4. CONTRACTOR shall secure space for parenting classes and provide instructional materials. Workshops and facilitator trainings will be delivered at the school site or community-based organization, either in-person or virtually at varying times, depending on each school district's need.

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5. The number of parenting workshops, intervention program cycles and facilitator trainings funded through this contract will be based on each participating school district's needs. CONTRACTOR will report the number of parenting workshops, intervention program cycles and facilitator trainings administered at each MHSSA school district/site.

6. CONTRACTOR shall administer pre and post surveys for workshop, intervention programs and facilitator trainings.

7. CONRACTOR shall attend ISF team meetings to coordinate needed parent courses identified by the ISF team for each participating school district.

8. CONTRACTOR shall regularly attend MHSSA Grant Sub-committee meetings to engage in planning and provide input and feedback on all activities for all grant-related activities.

9. CONTRACTOR shall conduct follow up services for parent workshop participants in need of additional behavioral health services and support with referral to the County Behavioral Health Access program or community-based organization.

10. CONTRACTOR shall support the ISF Implementation Plan and comply with all provisions of the Mental Health Student Services Act Grant Program.

V. PROGRAM ELIGIBLITY

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

VI. MEETING COMMUNICATIONS

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

VI. REPORTING REQUIREMENTS

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

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Additionally, monthly reports shall include the following data:

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

VII. DESIGNATED CONTRACT MONITOR

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

PROGRAM 3: Rainbow Connections Family Support Partner

***Effective January 1, 2024 – June 30, 2025*

I. IDENTIFICATION OF PROVIDER

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

II. PROGRAM GOALS

The goal of this program is to build capacity for parents, caregivers and families with LGBTQ youth to understand and affirmatively respond to the complex issues that LGBTQ youth experience, and to provide culturally responsive services and supports for families of LGBTQ youth. The intended results are to increase family functioning and connectedness, reduce risk and achieve positive mental health outcomes of LGTBQ youth, and promote interagency collaboration for linkage and referrals that will establish an LGBTQ Network of Affirming Care in Monterey County.

III. PROGRAM NARRATIVE

On June 27, 2023, the COUNTY was approved for the Mental Health Services Act (MHSA) Innovation Plan titled "Rainbow Connections". The Rainbow Connections

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Innovation Plan has the goal of increasing access to serves for unserved and underserved populations (i.e. LGBTQ youth and their families) and promoting interagency collaboration to result in improved outcomes. Partners for Peace was selected to be one of several participating vendors to support the Rainbow Connections Innovation Plan based on their connection to the parent/caregiver communities across Monterey County, their experience, and concurrent agreement with County of Monterey Behavioral Health Bureau, to implement parenting classes and school-based supports through the School Climate Transformation Grant and Mental Health Student Services Act (MHSSA) as part of Integrated Systems Framework (ISF) implementation.

As a participating vendor in the Rainbow Connections Innovation Plan, Partners for Peace will provide a Family Support Partner (FSP) to serve parents, caregivers and family members of LGBTQ youth in Monterey County. The FSP is to be a peer specialist with shared lived experience who provides culturally responsive education, guidance and support in Family Acceptance Project (FAP) for parents, families and caregivers who are raising a LGBTQ / gender diverse child. The FSP will be bilingual in Spanish and have knowledge and experience in providing support for families with LGBTQ / gender diverse children who experience emotional, behavioral, mental health, developmental or other health challenges. Their role is to increase family acceptance through offering culturally responsive individual and group support, help them to engage, advocate for, and actively participate in obtaining services and care and make informed decisions to reduce their LGBTQ child's risk of mental health problems and to increase well-being and family connectedness. Additionally, the role of the FSP will be to engage the communities of Monterey County in increasing awareness of the importance of family acceptance for LGBTQ youth through outreach efforts and distribution of FAP informational materials.

IV. SERVICE DESCRIPTION

1. CONTRACTOR shall provide 1.0 FTE FSP staff position. The role and responsibilities of the FSP include, but are not limited to:

    a. Using personal and professional life experience to provide consultation and coaching to increase awareness and improve parent/caregiver-professional partnerships and maximize parent/caregiver voice, choice, and involvement to decrease risk of mental health problems, increase well-being and connect LGBTQ youth and families to appropriate services, using principles of FAP family support practice and competencies.

    b. Participate in Family Acceptance Project (FAP) training and coaching to learn about FAP's family support model to be implemented in Monterey county through the Rainbow Connections project.

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c. Provide FAP family support strategies to parents, caregivers and family members to decrease rejecting behaviors and increase family support, particularly in the context of the family's cultural and religious backgrounds.

d. Utilize the evidence-based resources that FAP has developed to help families learn to support and affirm their LGBTQ child.

e. Provide individual peer support to diverse parents, caregivers and other family members as needed.

f. Assist parents and caregivers to access appropriate services and care for their LGBTQ child, both locally and online.

g. Assist parents and caregivers to address and/or navigate institutional barriers to meet the mental health and medical needs of LGBTQ youth, address problems such as bullying, and advocate for their LGBTQ child's needs.

h. Work collaboratively with the FAP to develop content for family support groups for parents and caregivers with LGBTQ children and youth, in English and Spanish.

i. Facilitate support groups for parents and caregivers with LGBTQ children and youth, in English and Spanish.

j. Distribute FAP Healthy Futures posters in English and Spanish in school and community settings.

k. Participate in community outreach events and on radio to share information on FAP and the Rainbow Connections program and increase program access and visibility.

l. Provide presentations on supports available through Rainbow Connections to community stakeholders to increase awareness and engagement in supporting LGBTQ+ youth and their families.

m. Participate on the Rainbow Connections Service Strategy Committee to inform decision making and to ensure that all collaborative partners involved in the project are implementing training, services and supports as outlined in the project and in accordance with the agreed budget.

n. Include information on FAP and Rainbow Connections program on Partners for Peace website.

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2. CONTRACTOR shall assist COUNTY in meeting the following service goals:

    a. Provide FAP materials and include FAP Healthy Futures posters in parenting classes provided through Partners for Peace to 250 parent/caregivers in FY2023/24 and 300 parents/caregivers in FY2024/25.

    b. Provide FAP centered group consultation and support to 10 parent/caregivers in FY2023/24 and 20 parents/caregivers in FY2024/25.

    c. Provide FAP centered individualized services and supports to 10 parent/caregivers in FY2023/24 and 25 parents/caregivers in FY2024/25.

3. CONTRACTOR shall participate as part of the Executive Sponsors planning group. Participants in this group are persons holding executive decision-making authority among participating organizations. This group will convene on an ad hoc basis, while also being continuously informed and engaged on the progress and evaluation made with Rainbow Connections activities. This group will also be kept informed of actions and direction offered by the Rainbow Connections Service Strategy Committee and Rainbow Connections Advisory Group. The function of the Executive sponsors is then to fulfill administrative duties to support or sustain the LGBTQ Network of Affirming care over the term of this Innovation Plan, and ideally beyond.

4. CONTRACTOR shall participate on the Rainbow Connections Service Strategy Committee, which serves as the main oversight body for Rainbow Connections for the purposes of guiding the mission and objectives of this project. Members of the committee include key project staff. This committee will meet monthly to ensure that all collaborative partners involved in the project are implementing training, services and supports as outlined in the project and in accordance with the agreed budget.

V. PROGRAM ELIGIBLITY

The primary population of focus to be served and benefit through this project are LGBTQ Youth up to age 24 and their families. Participation in FSP-provided trainings and consultation will be by referral from the district parent/community liaison, administrator, school personnel, and PBIS Tier 1/2/3 teams.

VI. MEETING COMMUNICATIONS

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

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VII. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions for submission procedure or format of reporting as required by the State Mental Health Services Oversight and Accountability Commission (MHSOAC) and COUNTY. Reports shall be in compliance with MHSA regulations and formats defined by COUNTY. Reports shall be submitted on a quarterly basis, no later than thirty (30) days following the end of each month, to MCBH's designated Contract Monitor.

Additionally, quarterly reports shall include, but not be limited to, the following data:

- Activities and engagements associated with FAP
- Description of trainings, group consultations and individual consultations provide by FSP.
- Number and demographics of individuals receiving training from FSP
- Number and demographics of individuals receiving group consultation from FSP
- Number and demographics of individuals receiving individual consultation from FSP
- Activities and engagements associated with other Rainbow Connections vendors
- Number and type of Rainbow Connections service referrals provided to participants
- Number of FAP Healthy Futures posters distributed in school and community settings, including participants in parenting classes provided by Partners for Peace (Strengthening Families, Loving Solutions, Parent Project and Familia Adelante)

VIII. DESIGNATED CONTRACT MONITOR

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

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EXHIBIT B-4 PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE & PAYMENT SCHEDULE

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

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **$1,603,871.71** for FY 2021-22 through FY 2024-25.

Program Summary

Program	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	Total Amount
Program 1: Culturally Relevant Parenting Classes	$120,000	$212,000	$212,000	$212,000	$756,000
Program 2: Interconnected Systems Framework	$13,750	$39,416	$197,511	$201,262	$451,939
Program 3: Rainbow Connections Family Support Partner	-	-	$200,100	$195,832	$395,932
Total	**$133,750**	**$251,416**	**$609,611**	**$609,094**	**$1,603,871**

Program 1: Culturally Relevant Parenting Classes

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

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Program 2: Interconnected Systems Framework (ISF)

Fiscal Year (FY)	Monthly Invoice Amount	Total Annual Amount
FY 2021-22	-	$13,750
FY 2022-23	$3,284.66	$39,416
FY 2023-24 (7/1/2023-12/31/2023)	$3,284.66	$197,511
FY 2023-24 (1/1/2024-6/30/2024)	$29,633.84	
FY 2024-25	$16,771.83	$201,262
Total Maximum Annual Amount for FY 2022-24		**$451,939**

A. MHSSA Conference Travel:
County shall reimburse CONTRACTOR for eligible travel expenses related to professional development and conference registration at the rate set forth in the County Travel and Business Expense Reimbursement Policy. CONTRACTOR shall submit travel claims with required documentation for reimbursement according to the County Travel and Business Expense Reimbursement Policy. The total reimbursement for travel shall not exceed **$7,217**.

Program 3: Rainbow Connections Family Support Partner

Fiscal Year (FY)	Monthly Invoice Amount	Total Annual Amount
FY 2021-22	-	-
FY 2022-23	-	-
FY 2023-24 (1/1/2024-6/30/2024)	$33,350	$200,100
FY 2024-25	$16,319.33	$195,832
Total Maximum Annual Amount for FY 2022-25		**$395,932**

III. PAYMENT CONDITIONS

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its

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claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

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

B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

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

IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$1,603,871** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2021 - 2022	$133,750
FY 2022 - 2023	$251,416
FY 2023 - 2024	$609,611
FY 2024 – 2025	$609,094
TOTAL MAXIMUM LIABILITY	**$1,603,871**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

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

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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. 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 G-3 BEHAVIORAL HEALTH INVOICE FORM

EXHIBIT G-4: Behavioral Health Invoice Form

Contractor :	Partners for Peace	**Invoice Number :**	
Address Line 1	P.O. Box 2473	**County PO No.:**	
Address Line 2	Salinas, CA 93902	**Invoice Period :**	
Tel. No.:	831.726.6479		
Fax No.:			
Contract Term:	July 1, 2022 - June 30, 2024	**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services		BH Control Number

Payment Provisions	Total Maximum Amount FY 2023-24	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program #1- Culturally Relevant Parenting Classes Monthly rate not to exceed amount listed in Exhibit B	$ 212,000				
Program #2-Inter-Connected Systems Framework Monthly rate not to exceed amount listed in Exhibit B	$ 197,511				
Program #3- Rainbow Connections Family Support Partner Monthly rate not to exceed amount listed in Exhibit B	$ 200,100				
TOTALS	$ 609,611				

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to: MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date

DocuSign Envelope ID: 3E4FB541-CBCA-4B89-A55C-95AD82637A8B

EXHIBIT G-4: Behavioral Health Invoice Form

		Invoice Number :	
Contractor :	Partners for Peace		
Address Line 1	P.O. Box 2473	**County PO No.:**	
Address Line 2	Salinas, CA 93902		
		Invoice Period :	
Tel. No.:	831.726.6479		
Fax No.:			
Contract Term:	July 1, 2022 - June 30, 2025	**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2024-25	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program #1- Culturally Relevant Parenting Classes Monthly rate not to exceed amount listed in Exhibit B	$ 212,000				
Program #2-Inter-Connected Systems Framework Monthly rate not to exceed amount listed in Exhibit B	$ 201,262				
Program #3- Rainbow Connections Family Support Partner Monthly rate not to exceed amount listed in Exhibit B	$ 195,832				
TOTALS	$ 609,094				

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date _____

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EXHIBIT H-3 BUDGET AND EXPENDITURE SUMMARY

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AGENCY NAME
BUDGET AND EXPENDITURE SUMMARY
For Monterey County - Behavioral Health

PROGRAM:	**MHSSA with Familia Adelante Pilot**	**Thriving Families: Salinas Union High School District, Alisal Union School District, King City Union School District, San Antonio Union Elementary School District, Salinas City Elementary School District - Familia Adelante Pilot Program**
Address:	**PO Box 2473, Salinas, CA 93902**	

		FY 23-24	FY 24-25
A.	**PROGRAM REVENUES**		
	Requested Monterey County Funds	153,869.00	158,855.00
	Other Program Revenues	70,656.00	109,756.00
	TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	**224,525.00**	**268,611.00**
	B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.		
1	**Program Expenditures**		
2	Salaries and wages	$ 119,693.00	$ 121,373.00
3	Payroll taxes & Fees	9,156	9,284
4	Employee benefits	21,759	23,670
5	Workers Compensation	$ 1,197.00	$ 1,214.00
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
7	Temporary Staffing	$ 4,300.00	$ 43,400.00
8	Flexible Client Spending (please provide supporting documents)		
9	Client Transportation Costs and staff mileage		
10	Employee Travel and Conference	$ 1,200.00	$ 1,200.00
11	Staff Training	$ 25,000.00	$ 25,000.00
12	Communication Costs (Phone & Internet)		
13	Utilities		
14	Cleaning and Janitorial		
15	Insurance and Indemnity		
16	Maintenance and Repairs - Buildings		
17	Maintenance and Repairs - Equipment		
18	Printing and Publications (Marketing)		
19	Memberships, Subscriptions and Dues	$ 9,000.00	$ 9,000.00
20	Office Supplies, postage and Mailing	$ 28,720.00	$ 29,970.00
21	Outreach/Gifts/Incentives	$ 4,500.00	$ 4,500.00
22	Legal Services (when required for the administration of the County Programs)		
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)		
24	Other Professional and Consultant Services (Accounting)		
25	Rent and Leases - building and improvements		
26	Rent and Leases - equipment		
27	Taxes and assessments		
28	Interest in Bonds		
29	Interest in Other Long-term debts		
30	Other interest and finance charges		
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)		
32	Miscellaneous (Program Supplies & Food)		
33	**Total Program Expenditures**	$ 224,525.00	$ 268,611.00
34	**Administrative Expenditures - 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. The allocation base must be auditable and supported by information kept by the CONTRACTOR.**		
35	Salaries and wages (please include personnel and contract administration)		
36	Payroll taxes		
37	Employee benefits		
38	Workers Compensation		
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
40	Transportation, Travel, Training and Conferences		
41	Data Processing		
42	Utilities		
43	Cleaning and Janitorial		
44	Insurance and Indemnity		
45	Maintenance and Repairs - Buildings		
46	Maintenance and Repairs - Equipment		
47	Memberships, Subscriptions and Dues		
48	Office Supplies		
49	Postage and Mailing		
50	Legal Services (when required for the administration of the County Programs)		
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)		
52	Rent and Leases - building and improvements		
53	Rent and Leases - equipment		
54	Taxes and assessments		
55	Interest in Bonds		
56	Interest in Other Long-term debts	-	
57	Other interest and finance charges		
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		
59	Miscellaneous (please provide details)		
60	**Total Administrative Expenditures**	-	-
61	**Depreciation Expense**		
62	**OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.**		
63	**Total Allowable Program Expenditures**	224,525.00	268,611.00

We hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature**

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AGENCY NAME
BUDGET AND EXPENDITURE SUMMARY
For Monterey County - Behavioral Health

PROGRAM: Rainbow Connection - Family Acceptance Project Parent/Caregiver Support Groups-Pilot
Address: PO Box 2473 Salinas, CA 93902

		FY 23-24	FY 24-25
A. PROGRAM REVENUES			
Requested Monterey County Funds		200,100.00	195,832.00
Other Program Revenues		-	-
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		**200,100.00**	**195,832.00**
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.			
1 Program Expenditures			
2	Salaries and wages	$ 104,532.00	$ 107,770.00
3	Payroll taxes & Fees	$ 7,997.00	$ 8,244.00
4	Employee benefits	$ 10,416.00	$ 12,082.00
5	Workers Compensation	$ 1,045.00	$ 1,078.00
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
7	Temporary Staffing (Independent Contractors)	$ 7,000.00	$ 4,875.00
8	Flexible Client Spending (please provide supporting documents)		
9	Client Transportation Costs and staff mileage		
10	Employee Travel and Conference		
11	Staff Training		
12	Communication Costs (Phone & Internet)	$ 1,200.00	$ 1,260.00
13	Utilities		
14	Cleaning and Janitorial		
15	Insurance and Indemnity	$ 300.00	$ 315.00
16	Maintenance and Repairs - Buildings		
17	Maintenance and Repairs - Equipment		
18	Printing and Publications (Marketing)	$ 25,000.00	$ 23,533.00
19	Memberships, Subscriptions and Dues		
20	Office Supplies, postage and Mailing	$ 3,500.00	$ 3,675.00
21	Outreach/Gifts/Incentives	$ 2,160.00	$ 2,160.00
22	Legal Services (when required for the administration of the County Programs)		
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)		
24	Other Professional and Consultant Services (Accounting)	$ 25,800.00	$ 25,800.00
25	Rent and Leases - building and improvements		
26	Rent and Leases - equipment		
27	Taxes and assessments		
28	Interest in Bonds		
29	Interest in Other Long-term debts		
30	Other interest and finance charges		
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)		
32	Miscellaneous (Program Supplies & Food)	$ 11,150.00	$ 5,040.00
33	**Total Program Expenditures**	**$ 200,100.00**	**$ 195,832.00**
34 Administrative Expenditures - 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. The allocation base must be auditable and supported by information kept by the CONTRACTOR			
35	Salaries and wages (please include personnel and contract administration)		
36	Payroll taxes		
37	Employee benefits		
38	Workers Compensation		
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
40	Transportation, Travel, Training and Conferences		
41	Data Processing		
42	Utilities		
43	Cleaning and Janitorial		
44	Insurance and Indemnity		
45	Maintenance and Repairs - Buildings		
46	Maintenance and Repairs - Equipment		
47	Memberships, Subscriptions and Dues		
48	Office Supplies		
49	Postage and Mailing		
50	Legal Services (when required for the administration of the County Programs)		
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)		
52	Rent and Leases - building and improvements		
53	Rent and Leases - equipment		
54	Taxes and assessments		
55	Interest in Bonds		
56	Interest in Other Long-term debts	-	
57	Other interest and finance charges		
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		
59	Miscellaneous (please provide details)		
60	**Total Administrative Expenditures**	-	-
61 Depreciation Expense			
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.			
63 Total Allowable Program Expenditures		200,100.00	195,832.00

We hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature**

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

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

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

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

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

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

1. EXHIBIT A-3 PROGRAM DESCRIPTION replaces EXHIBIT A-2. All references in the Agreement to EXHIBIT A-2 shall be construed to refer to EXHIBIT A-3.

2. EXHIBIT B-3 PAYMENT PROVISIONS replaces EXHIBIT B-2. All references in the Agreement to EXHIBIT B-2 shall be construed to refer to EXHIBIT B-3.

3. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the Agreement.

4. This AMENDMENT NO. 3 shall be effective retroactive to July 1, 2022.

5. A copy of AMENDMENT NO. 3 shall be attached to the original AGREEMENT executed by the County on September 3, 2021.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: _____
C7A39BA59CA8423...
Department Head (if applicable)

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

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: DocuSigned by: Shane Eben Strong _____
6624564F383643C...
County Counsel

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

Approved as to Fiscal Provisions[2]

By: DocuSigned by: _____
2617DD077D65495...
Auditor/Controller

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

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

PARTNERS FOR PEACE
Contractor's Business Name*

By: DocuSigned by: Vicki Law _____
D20CCFA5B8C840D...
(Signature of Chair, President, or Vice-president) *

Vicki Law, Executive Director
Name and Title

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

By: DocuSigned by: Susan Courtney _____
FA8FC806857E478...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Susan Courtney, Treasurer
Name and Title

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

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

[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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PROGRAM 1: CULTURALLY RELEVANT PARENTING CLASSES

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

I. IDENTIFICATION OF PROVIDER

Partners For Peace – Culturally Relevant Parenting Classes

Mailing Address: Partners For Peace, PO Box 2473, Salinas, CA 93902
Physical Office Address: 855 East Laurel Drive, Bldg. H, Salinas, CA 93905
Services will be provided at schools, faith-based buildings, and community rooms throughout Monterey County.

Office Telephone: (831) 754-3888
Vicki Law, Executive Director (831) 726-6459

II. INCORPORATION STATUS

501(c) 3

III. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION

A. Program Description

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

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

B. Prevention Services to be Provided

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1. Strengthening Families Program for Parents and Caregivers and youth ages 10-16 ("SFP") consists of one (1) Orientation followed by a seven (7) 2-hour class series.

2. Loving Solutions a prevention model for parents of youth 5 to 10 years of age and is a curriculum that focusses on healthy eating and sleeping, positive discipline, school success and communication and bonding. This program contains resources for parents with children diagnosed with ADD/ADHD.

3. Parent Project® for parents and caregivers with youth ages 11-17, addresses challenging and destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. The Parent Project consists of one (1) Orientation followed by ten (10) 2-hour classes and the formation of family support groups that continue after the parents have graduated from the class.

Number of Individuals to Be Served in Culturally Relevant Family Education Programs:
Fiscal Year 2021-2022: Parents/Caregivers and Youth (5-17 years of age) total of 640
Fiscal Year 2022-2023: Parents/Caregivers and Youth (5-17 years of age) total of 760
Fiscal Year 2023-2024: Parents/Caregivers and Youth (5-17 years of age) total of 760
Fiscal Year 2024-2025: Parents/Caregivers and Youth (5-17 years of age) total of 760

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

Number of Families Served:
Fiscal Year 2022-2023: 250
Fiscal Year 2023-2024: 300
Fiscal Year 2024-2025: 300

C. Program Goals & Activities

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

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

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

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

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

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

Activities: Staff receive on-going training, feedback, and evaluation. The P4P Board of Directors annually evaluates the Strategic Plan and the work of the Executive Director.
Activities: Part-Time Systems Navigator: Recruitment and retention of parents/caregivers enrolled in family education classes.

D. Program Objectives

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

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

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

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

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

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

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

E. Expected Outcomes:

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

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

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

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

1. Site(s): P4P will identify sites quarterly throughout Monterey County to deliver the family education programs. Salinas and South County will have priority when determining class in-person locations. The UCLA Center for Health Policy Research identified East Salinas and South County as having 61% who feel safe in their neighborhoods compared with 82% for the entire county and 88% for the state). Online classes will be available to parents/caregivers throughout Monterey County.

2. Hours of Operation: Office Hours: 9:00 AM – 5:00 PM, Monday – Friday. Course delivery hours are seven (7) to ten (10) consecutive weeks, with two (2) to three (3) online or in-person class orientations prior to delivery of the curriculum to manage the registration process, identify course expectations, parent/caregiver needs (transportation, technology, literacy level) and class delivery information (including Zoom orientation if needed for online classes). The courses are generally from 6:00/6:30 PM – 8:00/8:30 PM. A few Loving Solutions class series are delivered at the school in the morning hours.

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IV. PROGRAM ELIGIBILITY

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

V. MEETINGS/COMMUNICATIONS

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

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a monthly basis no later than thirty (30) days following the end of each month to MCBH's designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

VII. DESIGNATED CONTRACT MONITOR

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

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PROGRAM 2: INTERCONNECTED SYSTEMS FRAMEWORK (ISF)

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

I. IDENTIFICATION OF PROVIDER

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

II. PROGRAM GOAL

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

III. PROGRAM NARRATIVE

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

IV. SERVICE DESCRIPTION

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

    a. Parent Project Senior, Changing Destructive Adolescent Behavior Workshops

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

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

2. CONTRACTOR shall facilitate parenting courses in both Spanish and English.

3. CONTRACTOR shall provide Parent Project and Loving Solutions facilitator training. CONTRACTOR shall identify staff to become a facilitator to increase capacity to provide more parenting classes.

4. CONTRACTOR shall secure space for parenting classes and provide instructional materials. Workshops and facilitator trainings will be delivered at the school site or community-based organization, either in-person or virtually at varying times, depending on each school district's need.

5. The number of parenting workshops and facilitator trainings funded through this contract will be based on each participating school district's needs. CONTRACTOR will report the number of parenting workshops and facilitator trainings administered at each school district/site.

6. CONTRACTOR shall administer pre and post surveys for workshop and facilitator

7. CONRACTOR shall attend monthly ISF team meetings to coordinate needed parent courses identified by the ISF team for each participating school district.

8. CONTRACTOR shall regularly attend Triage Grant Sub-committee meetings to engage in planning and provide input and feedback on all activities for all grant-related activities.

9. CONTRACTOR shall conduct follow up services for parent workshop participants in need of additional behavioral health services and support with referral to the County Behavioral Health Access program or community-based organization.

10. CONTRACTOR shall support the ISF Implementation Plan and comply with all provisions of the Mental Health Student Services Grant Program.

V. PROGRAM ELIGIBLITY

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

VI. MEETING COMMUNICATIONS

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

VI. REPORTING REQUIREMENTS

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

Additionally, monthly reports shall include the following data:

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

VII. DESIGNATED CONTRACT MONITOR

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

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EXHIBIT B-3: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE & PAYMENT SCHEDULE

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

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

Program Summary

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

Program 1: Culturally Relevant Parenting Classes

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

Program 2: Interconnected Systems Framework (ISF)

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

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III. PAYMENT CONDITIONS

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

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

B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

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

IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$887,998** for services rendered under this Agreement.

B. Maximum Annual Liability:

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

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

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

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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. 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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AMENDMENT NO. 2
TO MENTAL HEALTH SERVICES AGREEMENT A-15506
BY AND BETWEEN
COUNTY OF MONTEREY AND
PARTNERS FOR PEACE

This Amendment No. 2 to Agreement A-15506 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Partners for Peace, hereinafter referred to as CONTRACTOR.

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

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

1. Add funding and services to Program 1: Culturally Relevant Parenting Classes for FYs 2022-25.

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

1. EXHIBIT A-2 PROGRAM DESCRIPTION replaces EXHIBIT A-1. All references in the Agreement to EXHIBITA-1 shall be construed to refer to EXHIBIT A-2.

2. EXHIBIT B-2 PAYMENT PROVISIONS replaces EXHIBIT B-1. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.

3. EXHIBIT G-2 BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBIT G-1. All references in the Agreement to EXHIBIT G-1 shall be construed to refer to EXHIBIT G-2.

4. EXHIBIT H-2 REVENUE & EXPENDITURE SUMMARY replaces EXHIBIT H-1. All references in the Agreement to EXHIBIT H-1 shall be construed to refer to EXHIBIT H-2.

5. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the Agreement.

6. This AMENDMENT NO. 2 shall be effective July 1, 2022.

7. This Amendment increases the contract amount by $516,000 for a revised total agreement amount not to exceed $887,998.

8. A copy of AMENDMENT NO. 2 shall be attached to the original AGREEMENT executed by the County on September 3, 2021.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 to Agreement A-15506 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: C7A30BA59CA8423... Elsa Jimenez
Department Head (if applicable)

Date: 9/16/2022 | 1:26 PM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
County Counsel

Date: 8/16/2022 | 5:29 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Gary Giboney D3034BFEC1D8449...
Auditor/Controller

Date: 8/17/2022 | 8:11 AM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

PARTNERS FOR PEACE
Contractor's Business Name*

By: DocuSigned by: Vicki Law D26C6FA5B6C840D...
(Signature of Chair, President, or Vice-president) *

Vicki Law, Executive Director
Name and Title

Date: 8/16/2022 | 4:19 PM PDT

By: DocuSigned by: Mike Nolan 015873C5E6744D8...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Mike Nolan, Treasurer
Name and Title

Date: 8/16/2022 | 4:24 PM PDT

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

[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-2: PROGRAM DESCRIPTION

PROGRAM 1: CULTURALLY RELEVANT PARENTING CLASSES
Effective September 1, 2021 – June 30, 2025

I. IDENTIFICATION OF PROVIDER

Partners For Peace – Culturally Relevant Parenting Classes

Mailing Address: Partners For Peace, PO Box 2473, Salinas, CA 93902
Physical Office Address: 855 East Laurel Drive, Bldg. H, Salinas, CA 93905
Services will be provided at schools, faith-based buildings, and community rooms throughout Monterey County.

Office Telephone: (831) 754-3888
Vicki Law, Executive Director (831) 726-6459

II. INCORPORATION STATUS

501(c) 3

III. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION

A. Program Description

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

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

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B. Prevention Services to be Provided

1. Strengthening Families Program for Parents and Caregivers and youth ages 10-16 ("SFP") consists of one (1) Orientation followed by a seven (7) 2-hour class series.

2. Loving Solutions a prevention model for parents of youth 5 to 10 years of age and is a curriculum that focusses on healthy eating and sleeping, positive discipline, school success and communication and bonding. This program contains resources for parents with children diagnosed with ADD/ADHD.

3. Parent Project® for parents and caregivers with youth ages 11-17, addresses challenging and destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. The Parent Project consists of one (1) Orientation followed by ten (10) 2-hour classes and the formation of family support groups that continue after the parents have graduated from the class.

Number of Individuals to Be Served in Culturally Relevant Family Education Programs:
Fiscal Year 2021-2022: Parents/Caregivers and Youth (5-17 years of age) total of 640
Fiscal Year 2022-2023: Parents/Caregivers and Youth (5-17 years of age) total of 760
Fiscal Year 2023-2024: Parents/Caregivers and Youth (5-17 years of age) total of 760
Fiscal Year 2024-2025: Parents/Caregivers and Youth (5-17 years of age) total of 760

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

Number of Families Served:
Fiscal Year 2022-2023: 250
Fiscal Year 2023-2024: 300
Fiscal Year 2024-2025: 300

C. Program Goals & Activities

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

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Activities: Identify Facilitators, dates and time, insurance needs, market classes through existing and new partners, delivery of classes, perform fidelity checks, evaluate the class data, provide on-going parent/caregiver support groups, and provide a visible community presence to educate community partners and the broader community about the importance of family education. Request for referrals to other services from parents/caregivers are processed to ensure that families receive the needed wrap-around services to support their healthy, thriving families.

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

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

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

Activities: Staff receive on-going training, feedback, and evaluation. The P4P Board of Directors annually evaluates the Strategic Plan and the work of the Executive Director.
Activities**:** Part-Time Systems Navigator: Recruitment and retention of parents/caregivers enrolled in family education classes.

D**.** Program Objectives

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

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

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

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

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

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

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

E. Expected Outcomes:

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

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

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

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

1. Site(s): P4P will identify sites quarterly throughout Monterey County to deliver the family education programs. Salinas and South County will have priority when determining class in-person locations. The UCLA Center for Health Policy Research identified East Salinas and South County as having 61% who feel safe in their neighborhoods compared with 82% for the entire county and 88% for the state). Online classes will be available to parents/caregivers throughout Monterey County.

2. Hours of Operation: Office Hours: 9:00 AM – 5:00 PM, Monday – Friday. Course delivery hours are seven (7) to ten (10) consecutive weeks, with two (2) to three (3) online or in-person class orientations prior to delivery of the curriculum to manage the registration process, identify course expectations, parent/caregiver needs (transportation, technology, literacy level) and class delivery information (including Zoom orientation if needed for online classes).

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The courses are generally from 6:00/6:30 PM – 8:00/8:30 PM. A few Loving Solutions class series are delivered at the school in the morning hours.

IV. PROGRAM ELIGIBILITY

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

V. MEETINGS/COMMUNICATIONS

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

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

VII. DESIGNATED CONTRACT MONITOR

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

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PROGRAM 2: INTERCONNECTED SYSTEMS FRAMEWORK (ISF)

Effective February 1, 2022 – June 30, 2025

I. IDENTIFICATION OF PROVIDER

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

II. PROGRAM GOAL

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

III. PROGRAM NARRATIVE

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

IV. SERVICE DESCRIPTION

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

    a. Parent Project Senior, Changing Destructive Adolescent Behavior Workshops

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

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

2. CONTRACTOR shall facilitate parenting courses in both Spanish and English.

3. CONTRACTOR shall provide Parent Project and Loving Solutions facilitator training. CONTRACTOR shall identify staff to become a facilitator to increase capacity to provide more parenting classes.

4. CONTRACTOR shall secure space for parenting classes and provide instructional materials. Workshops and facilitator trainings will be delivered at the school site or community-based organization, either in-person or virtually at varying times, depending on each school district's need.

5. The number of parenting workshops and facilitator trainings funded through this contract will be based on each participating school district's needs. CONTRACTOR will report the number of parenting workshops and facilitator trainings administered at each school district/site.

6. CONTRACTOR shall administer pre and post surveys for workshop and facilitator

7. CONRACTOR shall attend monthly ISF team meetings to coordinate needed parent courses identified by the ISF team for each participating school district.

8. CONTRACTOR shall regularly attend Triage Grant Sub-committee meetings to engage in planning and provide input and feedback on all activities for all grant-related activities.

9. CONTRACTOR shall conduct follow up services for parent workshop participants in need of additional behavioral health services and support with referral to the County Behavioral Health Access program or community-based organization.

10. CONTRACTOR shall support the ISF Implementation Plan and comply with all provisions of the Mental Health Student Services Grant Program.

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V. PROGRAM ELIGIBLITY

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

VI. MEETING COMMUNICATIONS

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

VI. REPORTING REQUIREMENTS

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

Additionally, quarterly reports shall include the following data:

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

VII. DESIGNATED CONTRACT MONITOR

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

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EXHIBIT B-2 PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE & QUARTERLY PAYMENT SCHEDULE

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

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

Program Summary

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

Program 1: Culturally Relevant Parenting Classes

Quarterly Payment Schedule & Maximum Amount Per Quarter					
Fiscal Year Period	Quarter 1 Invoice Amount	Quarter 2 Invoice Amount	Quarter 3 Invoice Amount	Quarter 4 Invoice Amount	FY Total Amount
September 1, 2021-June 30, 2022	$10,000	$36,667	$36,667	$36,666	$120,000
July 1, 2022-June 30, 2023	$53,000	$53,000	$53,000	$53,000	$212,000
July 1, 2023-June 30, 2024	$53,000	$53,000	$53,000	$53,000	$212,000
July 1, 2024-June 30, 2025	$53,000	$53,000	$53,000	$53,000	$212,000

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Program 2: Interconnected Systems Framework (ISF)

Quarterly Payment Schedule & Maximum Amount Per Quarter					
Fiscal Year Period	Quarter 1 Invoice Amount	Quarter 2 Invoice Amount	Quarter 3 Invoice Amount	Quarter 4 Invoice Amount	FY Total Amount
February 1, 2022 - June 30, 2022	$0	$0	$5,500	$8,250	$13,750
July 1, 2022 - June 30, 2023	$9,854	$9,854	$9,854	$9,854	$39,416
July 1, 2023 - June 30, 2024	$9,854	$9,854	$9,854	$9,854	$39,416
July 1, 2024 - June 30, 2025	$9,854	$9,854	$9,854	$9,854	$39,416

III. PAYMENT CONDITIONS

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a quarterly 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 quarterly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

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C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

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

IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$887,998** for services rendered under this Agreement.

B. Maximum Annual Liability:

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

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

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D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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VIII. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT G-2: Behavioral Health Invoice Form

		Invoice Number :	
Contractor :	Partners for Peace		
Address Line 1	P.O. Box 2473	**County PO No.:**	
Address Line 2	Salinas, CA 93902		
		Invoice Period :	
Tel. No.:	831.726.6479		
Fax No.:			
Contract Term:	July 1, 2022 - June 30, 2025	**Final Invoice :** (Check if Yes)	
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2022-23	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program #1- Culturally Relevant Parenting Classes Quarterly rate not to exceed amount listed in Exhibit B	$ 212,000			$ 212,000	100%
Program #2-Inter-Connected Systems Framework Quarterly rate not to exceed amount listed in Exhibit B	$ 39,416				100%
TOTALS	$ 251,416	$ -	$ -	$ 251,416	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

_____ _____

Authorized Signatory Date

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EXHIBIT H-2-Program 1- Culturally Relevant Parenting Classes

Partners For Peace					
BUDGET AND EXPENDITURE SUMMARY					
For Monterey County - Behavioral Health					
PROGRAM 1: Culturally Relevant Parenting Classes					
Address: PO Box 2473, Salinas, CA 93902					
		FY 2021-22	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**
A. PROGRAM REVENUES					
Requested Monterey County Funds		**$ 120,000.00**	**$ 212,000.00**	**$212,000.00**	**$ 212,000.00**
Other Program Revenues: MPF, CF, Harden, NBR, CalVIP		$ 200,000.00	$ 200,000.00	$200,000.00	$ 200,000.00
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		**$ 320,000.00**	**$ 412,000.00**	**$412,000.00**	**$ 412,000.00**
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.					
1 Program Expenditures					
2	Salaries and wages	$ 105,000.00	$ 137,280.00	$145,203.00	$ 145,203.00
3	Payroll taxes and benefits	$ 9,576.00	$ 12,047.00	$ 12,830.00	$ 12,830.00
4	Employee benefits	$ 15,850.00	$ 15,850.00	$ 17,880.00	$ 17,880.00
5	Workers Compensation	$ 609.00	$ 1,009.00	$ 1,075.00	$ 1,075.00
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
7	Temporary Staffing (Independent Contractors/Facilitators)	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
8	Flexible Client Spending (please provide supporting				
9	Client Transportation Costs and staff mileage				
10	Employee Travel and Conference	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
11	Staff Training (New Facilitator Training)	$ 7,350.00	$ 27,500.00	$ 14,500.00	$ 14,500.00
12	Communication Costs	$ 1,800.00	$ 3,800.00	$ 5,500.00	$ 5,500.00
13	Utilities				
14	Cleaning and Janitorial				
15	Insurance and Indemnity	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00
16	Maintenance and Repairs - Buildings				
17	Maintenance and Repairs - Equipment				
18	Printing and Publications	$ 15,000.00	$ 17,500.00	$ 17,500.00	$ 17,500.00
19	Memberships, Subscriptions and Dues	$ 7,700.00	$ 7,700.00	$ 7,700.00	$ 7,700.00
20	Office Supplies	$ 8,600.00	$ 9,750.00	$ 9,750.00	$ 9,750.00
21	Postage and Mailing	$ 2,000.00	$ 1,450.00	$ 1,450.00	$ 1,450.00
22	Legal Services (when required for the administration of the County Programs)				
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)	$ 12,865.00	$ 12,865.00	$ 13,363.00	$ 13,363.00
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)				
25	Rent and Leases - building and improvements				
26	Rent and Leases - equipment				
27	Taxes and assessments				
28	Interest in Bonds				
29	Interest in Other Long-term debts				
30	Other interest and finance charges				
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)				
32	Miscellaneous (please provide details)				
33	**Total Program Expenditures**	$ 241,850.00	$ 303,751.00	$303,751.00	$ 303,751.00
34 Administrative Expenditures - 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. The allocation base must be auditable and supported by information kept by the CONTRACTOR.					
35	Salaries and wages (please include personnel and contract administration)	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00
36	Payroll taxes	$ 6,420.00	$ 6,420.00	$ 6,420.00	$ 6,420.00
37	Employee benefits	$ 11,510.00	$ 11,510.00	$ 11,510.00	$ 11,510.00
38	Workers Compensation	$ 220.00	$ 220.00	$ 220.00	$ 220.00
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
40	Transportation, Travel, Training and Conferences				
41	Data Processing				
42	Utilities				
43	Cleaning and Janitorial				
44	Insurance and Indemnity				
45	Maintenance and Repairs - Buildings				
46	Maintenance and Repairs - Equipment				
47	Memberships, Subscriptions and Dues				
48	Office Supplies				
49	Postage and Mailing				
50	Legal Services (when required for the administration of the County Programs)				
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)				
52	Rent and Leases - building and improvements				
53	Rent and Leases - equipment				
54	Taxes and assessments				
55	Interest in Bonds				
56	Interest in Other Long-term debts				
57	Other interest and finance charges				
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)				
59	Miscellaneous (please provide details)				
60	**Total Administrative Expenditures**	$ 78,150.00	$ 78,150.00	$ 78,150.00	$ 78,150.00
61 Depreciation Expense					
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.					
63 Total Allowable Program Expenditures		$ 320,000.00	$ 381,901.00	$381,901.00	$ 381,901.00

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EXHIBIT H-2-Program 2- Interconnected Systems Framework

Partners For Peace					
BUDGET AND EXPENDITURE SUMMARY					
For Monterey County - Behavioral Health					
PROGRAM 2: Interconnected Systems Framework					
Addre PO Box 2473, Salinas, CA 93902					
		FY 2021-22	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**
A. PROGRAM REVENUES					
Requested Monterey County Funds		**$ 13,750.00**	**$ 39,416.00**	**$ 39,416.00**	**$ 39,416.00**
Other Program Revenues: MPF, CF, Harden, NBR, CalVIP		$ 3,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		**$ 16,750.00**	**$ 49,416.00**	**$ 49,416.00**	**$ 49,416.00**
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.					
1 Program Expenditures					
2	Salaries and wages	$ 3,748.00	$ 11,245.00	$ 11,245.00	$ 11,245.00
3	Payroll taxes and benefits	$ 282.00	$ 847.00	$ 847.00	$ 847.00
4	Employee benefits	$ 614.00	$ 1,842.00	$ 1,842.00	$ 1,842.00
5	Workers Compensation	$ 40.00	$ 120.00	$ 120.00	$ 120.00
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
7	Temporary Staffing (Independent Contractors/Facilitators)	$ 4,000.00	$ 14,300.00	$ 14,300.00	$ 14,300.00
8	Flexible Client Spending (please provide supporting				
9	Client Transportation Costs and staff mileage				
10	Employee Travel and Conference				
11	Staff Training (New Facilitator Training)	$ 5,000.00	$ 8,092.00	$ 8,092.00	$ 8,092.00
12	Communication Costs	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
13	Utilities				
14	Cleaning and Janitorial				
15	Insurance and Indemnity				
16	Maintenance and Repairs - Buildings				
17	Maintenance and Repairs - Equipment				
18	Printing and Publications	$ 1,566.00	$ 6,020.00	$ 6,020.00	$ 6,020.00
19	Memberships, Subscriptions and Dues		$ 2,000.00	$ 2,000.00	$ 2,000.00
20	Office Supplies		$ 3,950.00	$ 3,950.00	$ 3,950.00
21	Postage and Mailing				
22	Legal Services (when required for the administration of the County Programs)				
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)				
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)				
25	Rent and Leases - building and improvements				
26	Rent and Leases - equipment				
27	Taxes and assessments				
28	Interest in Bonds				
29	Interest in Other Long-term debts				
30	Other interest and finance charges				
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)				
32	Miscellaneous (please provide details)				
33	**Total Program Expenditures**	$ 16,750.00	$ 49,416.00	$ 49,416.00	$ 49,416.00
34 Administrative Expenditures - 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. The allocation base must be auditable and supported by information kept by the CONTRACTOR.					
35	Salaries and wages (please include personnel and contract administration)				
36	Payroll taxes				
37	Employee benefits				
38	Workers Compensation				
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
40	Transportation, Travel, Training and Conferences				
41	Data Processing				
42	Utilities				
43	Cleaning and Janitorial				
44	Insurance and Indemnity				
45	Maintenance and Repairs - Buildings				
46	Maintenance and Repairs - Equipment				
47	Memberships, Subscriptions and Dues				
48	Office Supplies				
49	Postage and Mailing				
50	Legal Services (when required for the administration of the County Programs)				
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)				
52	Rent and Leases - building and improvements				
53	Rent and Leases - equipment				
54	Taxes and assessments				
55	Interest in Bonds				
56	Interest in Other Long-term debts				
57	Other interest and finance charges				
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)				
59	Miscellaneous (please provide details)				
60	**Total Administrative Expenditures**	$ -	$ -	$ -	$ -
61 Depreciation Expense					
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.					
63 Total Allowable Program Expenditures		$ 16,750.00	$ 49,416.00	$ 49,416.00	$ 49,416.00

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AMENDMENT NO. 1
TO MENTAL HEALTH SERVICES AGREEMENT A-15506
BY AND BETWEEN
COUNTY OF MONTEREY AND
PARTNERS FOR PEACE

THIS AMENDMENT NO. 1 is made to MENTAL HEALTH SERVICES AGREEMENT A-15506 by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PARTNERS FOR PEACE**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-15506 in the amount of $240,000 for the term September 1, 2021 to June 30, 2023 for the provision of culturally relevant parent classes to Monterey County families; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to add additional services included as Program 2, extend the term of the Agreement for a new term September 1, 2021 through June 30, 2025, for a revised total AGREEMENT amount not to exceed $371,998.

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

1. EXHIBIT A-1: PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

2. EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS replaces EXHIBITS B. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-1.

3. EXHIBIT G-1: BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBIT G. All references in the AGREEMENT to EXHIBIT G shall be construed to refer to EXHIBIT G-1.

4. EXHIBIT H-1: BUDGET AND EXPENDITURE REPORT replaces EXHIBITS H. All references in the AGREEMENT to EXHIBIT H shall be construed to refer to EXHIBIT H-1.

5. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.

6. This AMENDMENT NO. 1 shall be effective February 1, 2022.

7. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the COUNTY on September 3, 2021.

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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: DocuSigned by: Elsa Mendoza Jimenez C7A30BA59CA8423...
Department Head (if applicable)

Date: 5/17/2022 | 10:17 AM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: DocuSigned by: Maiura Partola 65EE9F1502BD412...
County Counsel

Date: 4/18/2022 | 1:55 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Bucu Mousa 811C333563B9474...
Auditor/Controller

Date: 4/20/2022 | 2:44 PM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

PARTNERS FOR PEACE
Contractor's Business Name*

By: DocuSigned by: Vicki Law D26C6FA5B6C840D...
(Signature of Chair, President, or Vice-president) *

Vicki Law Executive Director
Name and Title

Date: 3/24/2022 | 12:13 PM PDT

By: DocuSigned by: Mike Nolan 015873C5E6744D8...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Mike Nolan Treasurer
Name and Title

Date: 3/25/2022 | 11:23 AM PDT

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

[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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PROGRAM 1: CULTURALLY RELEVANT PARENTING CLASSES

Effective September 1, 2021 – June 30, 2023

I. IDENTIFICATION OF PROVIDER

Partners For Peace – Culturally Relevant Parenting Classes

Mailing Address: Partners For Peace, PO Box 2473, Salinas, CA 93902
Physical Office Address: 855 East Laurel Drive, Bldg. H, Salinas, CA 93905
Services will be provided at schools, faith-based buildings, and community rooms throughout Monterey County.

Office Telephone: (831) 754-3888
Vicki Law, Executive Director (831) 726-6459

II. INCORPORATION STATUS

501(c) 3

III. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION

A. Program Description

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

Love is instinctual, skills are not. P4P's programs have consistently reduced recidivism rates and increased school success. The funds in this Agreement will support program and marketing materials, four full-time staff and stipends to our Independent Contractor Facilitators in the delivery of quarterly classes in English and Spanish.

P4P is woven into the strategic plan, developed by the Community Alliance for Safety and Peace and by STRYVE, the CDC grant to the Monterey County Health Department to reduce family violence through prevention strategies.

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B. Prevention Services to be Provided

(1) Strengthening Families Program for Parents and Caregivers and youth ages 10-16 ("SFP") consists of one (1) Orientation followed by a seven (7) 2-hour class series. Research shows that protective parenting improves family relationships and decreases family conflict, contributing to lower levels of substance use; these skills and tools are delivered through SFP. Youth violence, disconnected families, gang violence and poor social-emotional child/family skills need to be addressed to decrease crime and a poor sense of safety in Monterey County. A research study conducted by the Partnerships in Prevention Science Institute found a return of $9.60 for every dollar spent implementing the Strengthening Families Program.

(2) Loving Solutions a prevention model for parents of youth 5 to 10 years of age and is a curriculum that focusses on healthy eating and sleeping, positive discipline, school success and communication and bonding. This program contains resources for parents with children diagnosed with ADD/ADHD. Loving Solutions is a best practice model for the prevention of juvenile delinquency. The class, for parents of the five to ten-year-old, increases protective factors identified by research to prevent youth violence: parent-family connectedness, parent-youth time together, structure and rules at home and ability of parent-youth to communicate and to discuss problems together. Parents want to protect their children, but it is challenging. Youth need skills to help them resist the peer pressure that leads to risky behaviors. The need to invest in parent education now is greater than ever to ensure both the quality and sustainability of programming and the safety and well-being of children and families. The curriculum was co-authored by Dr. Roger H. Morgan and has a strong underpinning of best practices for family/parent/youth mental health.

(3) Parent Project® for parents and caregivers with youth ages 11-17, addresses challenging and destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. This course increases positive parent/caregiver communication and bonding and provides parents with an action plan to increase positive behaviors. The Parent Project consists of one (1) Orientation followed by ten (10) 2-hour classes and the formation of family support groups that continue after the parents have graduated from the class. The curriculum was co-authored by Dr. Roger H. Morgan and has a strong underpinning of best practices for family, parent and youth mental health. The 10-week class series culminates in a parent led support group that meets after graduation to provide on-going emotional support as parents continue the process of change at home. Throughout the class series parents practice the group roles of Group Facilitator, Group Timekeeper, Group Reporter and Group Cheerleaders to lay the foundation for future parent-led support group meetings.

Number of Individuals to Be Served: Parents/Caregivers and Youth (5-17 years of age)
Year One: 640; Year Two: 760

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C. Program Goals & Activities

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

Activities: Identify Facilitators, dates and time, insurance needs, market classes through existing and new partners, delivery of classes, perform fidelity checks, evaluate the class data, provide on-going parent/caregiver support groups, and provide a visible community presence to educate community partners and the broader community about the importance of family education. Request for referrals to other services from parents/caregivers are processed to ensure that families receive the needed wrap-around services to support their healthy, thriving families.

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

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

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

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

D. Program Objectives

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

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

- Youth will report increased communication and bonding with their families.
- 100% of the parents/caregivers would recommend the classes to other families.

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- 75% will report a decrease in negative youth behaviors.
- Using a scale of 1 = No Knowledge to 5= Good As It Can Be, parents will average "4" for "I feel confident in my efforts to help my child"; "I am consistent with the consequences"; "I acknowledge and praise my child's effort"

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

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

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

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

E. Expected Outcomes:

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

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

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

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

1. Site(s): P4P will identify sites quarterly throughout Monterey County to deliver the family education programs. Salinas and South County will have priority when determining class in-person locations. The UCLA Center for Health Policy Research identified East Salinas and South County as having 61% who feel safe in their neighborhoods compared with 82% for the entire county and 88% for the state). Online classes will be available to parents/caregivers throughout Monterey County.

2. Hours of Operation: Office Hours: 9:00 AM – 5:00 PM, Monday – Friday. Course delivery hours are seven (7) to ten (10) consecutive weeks, with two (2)

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to three (3) online or in-person class orientations prior to delivery of the curriculum to manage the registration process, identify course expectations, parent/caregiver needs (transportation, technology, literacy level) and class delivery information (including Zoom orientation if needed for online classes). The courses are generally from 6:00/6:30 PM – 8:00/8:30 PM. A few Loving Solutions class series are delivered at the school in the morning hours.

IV. PROGRAM ELIGIBILITY

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

V. MEETINGS/COMMUNICATIONS

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

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

VII. DESIGNATED CONTRACT MONITOR

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

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PROGRAM 2: INTERCONNECTED SYSTEMS FRAMEWORK (ISF)

Effective February 1, 2022 – June 30, 2025

I. IDENTIFICATION OF PROVIDER

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

II. PROGRAM GOAL

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

III. PROGRAM NARRATIVE

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

IV. SERVICE DESCRIPTION

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

    a. Parent Project Senior, Changing Destructive Adolescent Behavior Workshops

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

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

2. CONTRACTOR shall facilitate parenting courses in both Spanish and English.

3. CONTRACTOR shall provide Parent Project and Loving Solutions facilitator training. CONTRACTOR shall identify staff to become a facilitator to increase capacity to provide more parenting classes.

4. CONTRACTOR shall secure space for parenting classes and provide instructional materials. Workshops and facilitator trainings will be delivered at the school site or community-based organization, either in-person or virtually at varying times, depending on each school district's need.

5. The number of parenting workshops and facilitator trainings funded through this contract will be based on each participating school district's needs. CONTRACTOR will report the number of parenting workshops and facilitator trainings administered at each school district/site.

6. CONTRACTOR shall administer pre and post surveys for workshop and facilitator

7. CONRACTOR shall attend monthly ISF team meetings to coordinate needed parent courses identified by the ISF team for each participating school district.

8. CONTRACTOR shall regularly attend Triage Grant Sub-committee meetings to engage in planning and provide input and feedback on all activities for all grant-related activities.

9. CONTRACTOR shall conduct follow up services for parent workshop participants in need of additional behavioral health services and support with referral to the County Behavioral Health Access program or community-based organization.

10. CONTRACTOR shall support the ISF Implementation Plan and comply with all provisions of the Mental Health Student Services Grant Program.

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V. PROGRAM ELIGIBLITY

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

VI. MEETING COMMUNICATIONS

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

VI. REPORTING REQUIREMENTS

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

Additionally, quarterly reports shall include the following data:

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

VII. DESIGNATED CONTRACT MONITOR

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

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EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE & QUARTERLY PAYMENT SCHEDULE

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

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum **$371,998** FY 2021-22 through FY 2024-25.

Program Summary

Program	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	Total Amount
Program 1: Culturally Relevant Parenting Classes	$120,000	$120,000	$0	$0	$240,000
Program 2: Interconnected Systems Framework	$13,750	$39,416	$39,416	$39,416	$131,998
Total	**$133,750**	**$159,416**	**$39,416**	**$39,416**	**$371,998**

Program 1: Culturally Relevant Parenting Classes

Quarterly Payment Schedule & Maximum Amount Per Quarter					
Fiscal Year Period	Quarter 1 Invoice Amount	Quarter 2 Invoice Amount	Quarter 3 Invoice Amount	Quarter 4 Invoice Amount	FY Total Amount
September 1, 2021 - June 30, 2022	$10,000	$36,667	$36,667	$36,666	$120,000
July 1, 2022 - June 30, 2023	$30,000	$30,000	$30,000	$30,000	$120,000

Program 2: Interconnected Systems Framework (ISF)

Quarterly Payment Schedule & Maximum Amount Per Quarter					
Fiscal Year Period	Quarter 1 Invoice Amount	Quarter 2 Invoice Amount	Quarter 3 Invoice Amount	Quarter 4 Invoice Amount	FY Total Amount
February 1, 2022 - June 30, 2022	$0	$0	$5,500	$8,250	$13,750
July 1, 2022 - June 30, 2023	$9,854	$9,854	$9,854	$9,854	$39,416
July 1, 2023 - June 30, 2024	$9,854	$9,854	$9,854	$9,854	$39,416
July 1, 2024 - June 30, 2025	$9,854	$9,854	$9,854	$9,854	$39,416

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III. PAYMENT CONDITIONS

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a quarterly 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 quarterly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

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

IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$371,998** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2021 - 2022	$133,750
FY 2022 - 2023	$159,416
FY 2023 - 2024	$39,416
FY 2024 - 2025	$39,416
TOTAL MAXIMUM LIABILITY	**$371,998**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

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

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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. 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 G-1: Behavioral Health Invoice Form

Contractor :	Partners for Peace	**Invoice Number :**	
Address Line 1	P.O. Box 2473	**County PO No.:**	
Address Line 2	Salinas, CA 93902		
		Invoice Period :	
Tel. No.:	831-726-6479		
Fax No.:			
Contract Term:	September 1, 2021 - June 30, 2025	**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY ____ - __	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program 1: Culturally Relevant Parenting Classes *Quarterly rate not to exceed amount listed in Exhibit B* *(Program 1 effective September 1, 2021 - June 30, 2023)*				$ -	
Program 2: Inter-Connected Systems Framework *Quarterly rate not to exceed amount listed in Exhibit B* *(Program 2 effective February 1, 2022 - June 30, 2025)*				$ -	
TOTALS	$ -	**$** -	$ -	$ -	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

_____ _____

Authorized Signatory Date

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EXHIBIT H

Partners For Peace
BUDGET AND EXPENDITURE SUMMARY
For Monterey County - Behavioral Health

PROGRAM 1: Culturally Relevant Parenting Classes
Address: PO Box 2473, Salinas, CA 93902

		FY 2021-22	FY 2022-23
A. PROGRAM REVENUES			
Requested Monterey County Funds		**$ 120,000**	**$ 120,000**
Other Program Revenues:		$ 200,000	$ 200,000
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		**$ 320,000**	**$ 320,000**
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.			
1 Program Expenditures			
2	Salaries and wages	$ 105,000	$ 105,000
3	Payroll taxes	$ 9,576	$ 9,576
4	Employee benefits	$ 15,850	$ 15,850
5	Workers Compensation	$ 609	$ 609
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	$ -	$ -
7	Temporary Staffing (Independent Contractors/Facilitators)	$ 50,000	$ 50,000
8	Flexible Client Spending (please provide supporting documents)	$ -	$ -
9	Client Transportation Costs and staff mileage	$ -	$ -
10	Employee Travel and Conference	$ 1,500	$ 1,500
11	Staff Training (New Facilitator Training)	$ 7,350	$ 7,350
12	Communication Costs	$ 1,800	$ 1,800
13	Utilities	$ -	$ -
14	Cleaning and Janitorial	$ -	$ -
15	Insurance and Indemnity	$ 4,000	$ 4,000
16	Maintenance and Repairs - Buildings	$ -	$ -
17	Maintenance and Repairs - Equipment	$ -	$ -
18	Printing and Publications	$ 15,000	$ 15,000
19	Memberships, Subscriptions and Dues	$ 7,700	$ 7,700

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EXHIBIT H

		FY 2021-22	FY 2022-23
20	Office Supplies	$ 8,600	$ 8,600
21	Postage and Mailing	$ 2,000	$ 2,000
22	Legal Services (when required for the administration of the County Programs)	$ -	$ -
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)	$ 12,865	$ 12,865
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	$ -	$ -
25	Rent and Leases - building and improvements	$ -	$ -
26	Rent and Leases - equipment	$ -	$ -
27	Taxes and assessments	$ -	$ -
28	Interest in Bonds	$ -	$ -
29	Interest in Other Long-term debts	$ -	$ -
30	Other interest and finance charges	$ -	$ -
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	$ -	$ -
32	Miscellaneous (please provide details)	$ -	$ -
33	**Total Program Expenditures**	$ 241,850	$ 241,850
34	**Administrative Expenditures - 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. The allocation base must be auditable and supported by information kept by the CONTRACTOR**		
35	Salaries and wages (please include personnel and contract administration)	60,000	60,000
36	Payroll taxes	6,420	6,420
37	Employee benefits	11,510	11,510
38	Workers Compensation	220	220
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
40	Transportation, Travel, Training and Conferences		
41	Data Processing		
42	Utilities		
43	Cleaning and Janitorial		
44	Insurance and Indemnity		
45	Maintenance and Repairs - Buildings		

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EXHIBIT H

		FY 2021-22	FY 2022-23
46	Maintenance and Repairs - Equipment		
47	Memberships, Subscriptions and Dues		
48	Office Supplies		
49	Postage and Mailing		
50	Legal Services (when required for the administration of the County Programs)		
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)		
52	Rent and Leases - building and improvements		
53	Rent and Leases - equipment		
54	Taxes and assessments		
55	Interest in Bonds		
56	Interest in Other Long-term debts		
57	Other interest and finance charges		
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		
59	Miscellaneous (please provide details)		
60	**Total Administrative Expenditures**	78,150	78,150
61	**Depreciation Expense**		
62	**OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.**		
63	**Total Allowable Program Expenditures**	320,000	320,000

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EXHIBIT H-1

Partners For Peace				
BUDGET AND EXPENDITURE SUMMARY				
For Monterey County - Behavioral Health				
PROGRAM 2: Interconnected Systems Framework				
Addre PO Box 2473, Salinas, CA 93902				
	FY 2021-22	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**
A. PROGRAM REVENUES				
Requested Monterey County Funds	**$ 13,750.00**	**$ 39,416.00**	**$ 39,416.00**	**$ 39,416.00**
Other Program Revenues: MPF, CF, Harden, NBR, CalVIP	$ 3,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	**$ 16,750.00**	**$ 49,416.00**	**$ 49,416.00**	**$ 49,416.00**

B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.

	1 Program Expenditures				
2	Salaries and wages	$ 3,748.00	$ 11,245.00	$ 11,245.00	$ 11,245.00
3	Payroll taxes and benefits	$ 282.00	$ 847.00	$ 847.00	$ 847.00
4	Employee benefits	$ 614.00	$ 1,842.00	$ 1,842.00	$ 1,842.00
5	Workers Compensation	$ 40.00	$ 120.00	$ 120.00	$ 120.00
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
7	Temporary Staffing (Independent Contractors/Facilitators)	$ 4,000.00	$ 14,300.00	$ 14,300.00	$ 14,300.00
8	Flexible Client Spending (please provide supporting				
9	Client Transportation Costs and staff mileage				
10	Employee Travel and Conference				
11	Staff Training (New Facilitator Training)	$ 5,000.00	$ 8,092.00	$ 8,092.00	$ 8,092.00
12	Communication Costs	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
13	Utilities				
14	Cleaning and Janitorial				
15	Insurance and Indemnity				
16	Maintenance and Repairs - Buildings				
17	Maintenance and Repairs - Equipment				
18	Printing and Publications	$ 1,566.00	$ 6,020.00	$ 6,020.00	$ 6,020.00
19	Memberships, Subscriptions and Dues		$ 2,000.00	$ 2,000.00	$ 2,000.00
20	Office Supplies		$ 3,950.00	$ 3,950.00	$ 3,950.00
21	Postage and Mailing				
22	Legal Services (when required for the administration of the County Programs)				
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)				
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)				
25	Rent and Leases - building and improvements				
26	Rent and Leases - equipment				
27	Taxes and assessments				
28	Interest in Bonds				
29	Interest in Other Long-term debts				
30	Other interest and finance charges				
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)				
32	Miscellaneous (please provide details)				
33	**Total Program Expenditures**	$ 16,750.00	$ 49,416.00	$ 49,416.00	$ 49,416.00

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EXHIBIT H-1

		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
34 Administrative Expenditures - 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. The allocation base must be auditable and supported by information kept by the CONTRACTOR.					
35	Salaries and wages (please include personnel and contract administration)				
36	Payroll taxes				
37	Employee benefits				
38	Workers Compensation				
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
40	Transportation, Travel, Training and Conferences				
41	Data Processing				
42	Utilities				
43	Cleaning and Janitorial				
44	Insurance and Indemnity				
45	Maintenance and Repairs - Buildings				
46	Maintenance and Repairs - Equipment				
47	Memberships, Subscriptions and Dues				
48	Office Supplies				
49	Postage and Mailing				
50	Legal Services (when required for the administration of the County Programs)				
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)				
52	Rent and Leases - building and improvements				
53	Rent and Leases - equipment				
54	Taxes and assessments				
55	Interest in Bonds				
56	Interest in Other Long-term debts				
57	Other interest and finance charges				
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)				
59	Miscellaneous (please provide details)				
60	**Total Administrative Expenditures**	$ -	$ -	$ -	$ -
61 Depreciation Expense					
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.					
63 Total Allowable Program Expenditures		$ 16,750.00	$ 49,416.00	$ 49,416.00	$ 49,416.00

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COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

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 **PARTNERS FOR PEACE** (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. 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: Culturally Relevant Parenting Classes.

II. 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

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EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: COST REIMBURSEMENT INVOICE FORM
EXHIBIT H: BUDGET AND EXPENDITURE REPORT
EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT AND AUDIT

III. 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 Provisional Rates or 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 H, Budget and Expenditure Report, if made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

IV. TERM AND TERMINATION

A. Term. This Agreement shall be effective **September 1, 2021** and shall remain in effect until **June 30, 2023**.

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 Annual Reports, Provider's Certification, and accompanying audited financial statement, CONTRACTOR'S Year-End Cost

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Report Settlement and/or other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement 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.

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D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section VIII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XI to this Agreement, professional liability insurance described in Section XII to this Agreement, annual reports and cost report settlement described in Section XIV and in accordance with Exhibit I to this Agreement, and access to and audit of records described in Section XV 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

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with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

V. 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) Circular Nos. A-122 and 133, the Cost Reporting/Data Collection (CR/DC) Manual, 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.

VI. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal, State and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timelines 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, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, are subject to special review and audit.

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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.

VII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and

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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.

VIII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of seven (7) 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 seven (7) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the Confidentiality of Patient Information requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

IX. 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

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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.

X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XI. 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

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performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XII. INSURANCE

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

This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTACTOR.

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 Contactors, 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

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3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements, All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, 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

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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 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.

XIII. BUDGET AND EXPENDITURE REPORT

A. CONTRACTOR shall submit, as requested by the COUNTY, the Budget and Expenditure Report provided as Exhibit H, if made part of this Agreement, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.

B. CONTRACTOR shall submit an electronic copy of the Six-(6) Month and the Year-to-Date Budget and Expenditure report by February 15 and by the date specified by the COUNTY, respectively, to the COUNTY using Exhibit H as the template format. The report shall include data related to the actual costs incurred, revenues earned, and the number of actual clients served by each funded program.

XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT

A. Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. CONTRACTOR shall submit by COUNTY'S required deadlines the following, as it pertains to this Agreement:

1. State Cost Report.
2. Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports.
3. Annual Report(s), as applicable and required by the COUNTY.

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4. CONTRACTOR'S Year-End Cost Report Settlement in accordance with the terms and conditions set forth in Exhibit I, if made part of this Agreement.

Such Annual Reports, numbered (1) through (3) above, and such cost report settlement, numbered (4) above, shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements using forms, templates and instructions provided by the COUNTY.

B. Preparation and Submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement in Response to Termination or Cancellation of Agreement. If this Agreement is terminated or canceled prior to June 30th of any fiscal year, CONTRACTOR shall prepare and submit to COUNTY an Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding and shall adhere to the terms and conditions set forth in Exhibit I, if made part of this Agreement. If Exhibit I is not a part of this Agreement, CONTRACTOR shall prepare and submit to COUNTY a cost report and any applicable reports as requested by the COUNTY.

C. Non-submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. Failure to submit the Annual Report(s) and/or the CONTRACTOR'S Year-End Cost Report Settlement, described in Section XIV (A), within thirty (30) calendar days after COUNTY'S applicable due date(s) is a breach of this Agreement, which entitles COUNTY, in its sole and absolute discretion, to (1) disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding, (2) withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR, and/or (3) terminate this Agreement pursuant to Section IV. CONTRACTOR shall comply with Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement requirements as set forth in Exhibit I, if Exhibit I is made part of this Agreement.

D. Cost Report Training. CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further training as needed and as required in accordance with changes in the State cost report requirements. CONTRACTOR shall adhere to cost report training requirements and shall comply in accordance with Exhibit I, Section III, if made part of this Agreement.

XV. 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

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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 seven (7) 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, CONTRACTOR'S Year-End Cost Report Settlement, State Cost Report Settlement, 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, CONTRACTOR'S Year-End Cost Report Settlement, or State Cost Report Settlement shows 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 and/or Cost Report Settlement Exceptions. Any and all audit and/or Cost Report Settlement exceptions by COUNTY or any Federal or State agency resulting from an audit and/or Cost Report Settlement of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

XVI. 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, national origin, ancestry, mental or physical handicap, medical condition, marital

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status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;

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4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

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I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVII. 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.

XVIII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;

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2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employees assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;
5. Requiring that each employee engaged in the performance of the 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.

XIX. 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.

XX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XXI. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

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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.

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.

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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.

XXII. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY	**PARTNERS FOR PEACE**
Elsa M. Jimenez	Vicki Law
Health Director	Executive Director
1270 Natividad Road	P.O. Box 2473
Salinas, CA 93906	Salinas, CA 93902
(831) 755-4509	(831) 726-6459

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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: DocuSigned by: C7A30BA59CA8423...
Department Head (if applicable)

Date: 9/3/2021 | 8:34 AM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: DocuSigned by: Marina Pantchenko 65E79C1D2D0D472...
Deputy County Counsel

Date: 8/5/2021 | 3:05 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Gary Giboney D3BAFE0D7E4A4...
Auditor/Controller

Date: 8/5/2021 | 3:30 PM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

PARTNERS FOR PEACE
Contractor's Business Name*

By: DocuSigned by: Dana Edgull 47F2D6835B9B4FF...
(Signature of Chair, President, or Vice-President)*

Dana Edgull, President
Name and Title

Date: 8/3/2021 | 1:19 PM PDT

By: DocuSigned by: Mike Nolan 015873C5E6744D8...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Mike Nolan, Treasurer
Name and Title

Date: 8/3/2021 | 1:44 PM PDT

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

Partners For Peace – Culturally Relevant Parenting Classes

Mailing Address: Partners For Peace, PO Box 2473, Salinas, CA 93902
Physical Office Address: 855 East Laurel Drive, Bldg. H, Salinas, CA 93905
Services will be provided at schools, faith-based buildings, and community rooms throughout Monterey County.

Office Telephone: (831) 754-3888
Vicki Law, Executive Director (831) 726-6459

II. INCORPORATION STATUS

501(c) 3

III. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION

A. Program Description

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

Love is instinctual, skills are not. P4P's programs have consistently reduced recidivism rates and increased school success. The funds in this Agreement will support program and marketing materials, four full-time staff and stipends to our Independent Contractor Facilitators in the delivery of quarterly classes in English and Spanish.

P4P is woven into the strategic plan, developed by the Community Alliance for Safety and Peace and by STRYVE, the CDC grant to the Monterey County Health Department to reduce family violence through prevention strategies.

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B. Prevention Services to be Provided

(1) Strengthening Families Program for Parents and Caregivers and youth ages 10-16 ("SFP") consists of one (1) Orientation followed by a seven (7) 2-hour class series. Research shows that protective parenting improves family relationships and decreases family conflict, contributing to lower levels of substance use; these skills and tools are delivered through SFP. Youth violence, disconnected families, gang violence and poor social-emotional child/family skills need to be addressed to decrease crime and a poor sense of safety in Monterey County. A research study conducted by the Partnerships in Prevention Science Institute found a return of $9.60 for every dollar spent implementing the Strengthening Families Program.

(2) Loving Solutions a prevention model for parents of youth 5 to 10 years of age and is a curriculum that focusses on healthy eating and sleeping, positive discipline, school success and communication and bonding. This program contains resources for parents with children diagnosed with ADD/ADHD. Loving Solutions is a best practice model for the prevention of juvenile delinquency. The class, for parents of the five to ten-year-old, increases protective factors identified by research to prevent youth violence: parent-family connectedness, parent-youth time together, structure and rules at home and ability of parent-youth to communicate and to discuss problems together. Parents want to protect their children, but it is challenging. Youth need skills to help them resist the peer pressure that leads to risky behaviors. The need to invest in parent education now is greater than ever to ensure both the quality and sustainability of programming and the safety and well-being of children and families. The curriculum was co-authored by Dr. Roger H. Morgan and has a strong underpinning of best practices for family/parent/youth mental health.

(3) Parent Project® for parents and caregivers with youth ages 11-17, addresses challenging and destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. This course increases positive parent/caregiver communication and bonding and provides parents with an action plan to increase positive behaviors. The Parent Project consists of one (1) Orientation followed by ten (10) 2-hour classes and the formation of family support groups that continue after the parents have graduated from the class. The curriculum was co-authored by Dr. Roger H. Morgan and has a strong underpinning of best practices for family, parent and youth mental health. The 10-week class series culminates in a parent led support group that meets after graduation to provide on-going emotional support as parents continue the process of change at home. Throughout the class series parents practice the group roles of Group Facilitator, Group Timekeeper, Group Reporter and Group Cheerleaders to lay the foundation for future parent-led support group meetings.

Number of Individuals to Be Served: Parents/Caregivers and Youth (5-17 years of age) Year One: 640; Year Two: 760

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C. Program Goals & Activities

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

Activities: Identify Facilitators, dates and time, insurance needs, market classes through existing and new partners, delivery of classes, perform fidelity checks, evaluate the class data, provide on-going parent/caregiver support groups, and provide a visible community presence to educate community partners and the broader community about the importance of family education. Request for referrals to other services from parents/caregivers are processed to ensure that families receive the needed wrap-around services to support their healthy, thriving families.

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

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

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

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

D. Program Objectives

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

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

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

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

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

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

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

E. Expected Outcomes:

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

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

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

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

1. Site(s): P4P will identify sites quarterly throughout Monterey County to deliver the family education programs. Salinas and South County will have priority when determining class in-person locations. The UCLA Center for Health Policy Research identified East Salinas and South County as having 61% who feel safe

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in their neighborhoods compared with 82% for the entire county and 88% for the state). Online classes will be available to parents/caregivers throughout Monterey County.

2. Hours of Operation: Office Hours: 9:00 AM – 5:00 PM, Monday – Friday. Course delivery hours are seven (7) to ten (10) consecutive weeks, with two (2) to three (3) online or in-person class orientations prior to delivery of the curriculum to manage the registration process, identify course expectations, parent/caregiver needs (transportation, technology, literacy level) and class delivery information (including Zoom orientation if needed for online classes). The courses are generally from 6:00/6:30 PM – 8:00/8:30 PM. A few Loving Solutions class series are delivered at the school in the morning hours.

IV. PROGRAM ELIGIBILITY

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

B. Legal Status: Voluntary

V. MEETINGS/COMMUNICATIONS

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

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

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VII. DESIGNATED CONTRACT MONITOR

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

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EXHIBIT B:
PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE & QUARTERLY PAYMENT SCHEDULE

Program Description	Number of Service Months per Fiscal Year	Fiscal Year Total Amount
Culturally Relevant Parenting Classes	10	$120,000
	12	$120,000

Quarterly Payment Schedule & Maximum Amount Per Quarter				
Fiscal Year Period	**Quarter 1**	**Quarter 2**	**Quarter 3**	**Quarter 4**
09/01/2021 – 06/30/2022	$10,000	$36,667	$36,667	$36,666
07/01/2022 – 06/30/2023	$30,000	$30,000	$30,000	$30,000

II. PAYMENT CONDITIONS

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

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

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B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

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

III. 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 $240,000 for services rendered under this Agreement.

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B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
September 1, 2021 – June 30, 2022	$120,000
July 1, 2022 – June 30, 2023	$120,000
TOTAL MAXIMUM LIABILITY	**$ 240,000**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY

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Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. AUTHORITY TO ACT FOR THE COUNTY

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

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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:
Vicki Law
D26C6FA5B6C840D...
Signature of Authorized Representative

8/3/2021 | 12:36 PM PDT
Date

Partners for Peace
Business Name of Contractor

Vicki Law
Name of Authorized Representative (printed)

Executive Director
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. [X] Employs fewer than fifteen persons;

B. [ ] Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name	Partners for Peace	
Name of Contractor's Designee	Vicki Law	
Title of Designee	Executive Director	
Address P.O. Box 2473		
City Salinas	State CA	Zip 93902
IRS Employer Identification Number	77-0408564	

I certify that the above information is complete and correct to the best of my knowledge and belief.

DocuSigned by:
By Vicki Law D26C6FA5B6C840D... 8/3/2021 | 12:36 PM PDT

Contractor's Signature **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:
Vicki Law
D26C6FA5B6C840D...
Signature of Authorized Representative

8/3/2021 | 12:36 PM PDT
Date

Partners for Peace
Contractor (Organization Name)

Vicki Law
Name of Authorized Representative

Executive Director
Title of Authorized Representative

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective September 1, 2021, 20__ ("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 Partners for Peace ("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:

Partners for Peace
Attn: Vicki Law, Executive Director
P.O. Box 2473
Salinas, CA 93902
Phone: 831-726-6459
Fax:
Email: vlawp4pmc.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.

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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

By: DocuSigned by: C7A30BA59CA8423...

Print Name Elsa M. Jimenez

Print Title Director of Health

Date: 9/3/2021 | 8:34 AM PDT

COVERED ENTITY

By: DocuSigned by: Vicki Law D26C6EA5B6C840D...

Print Name: Vicki Law

Print Title: Executive Director

Date: 8/3/2021 | 12:36 PM PDT

DocuSign Envelope ID: C3BBF817-5B45-446C-964D-C003BD2EB6EB

EXHIBIT G: Behavioral Health Invoice Form

Contractor :	Partners for Peace	**Invoice Number :**	
Address Line 1	P.O. Box 2473	**County PO No.:**	
Address Line 2	Salinas, CA 93902		
		Invoice Period :	
Tel. No.:	831-726-6479		
Fax No.:			
Contract Term:	September 1, 2021 - June 30, 2023	**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2021-22	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Culturally Relevant Parenting Classes: 10 months of service for an annual Fiscal Year total not to exceed $120,000. Please refer to Exhibit B for Quarterly Payment Schedule and Amounts.	$ 120,000			$ 120,000	100%
TOTALS	$ 120,000	**$ -**	$ -	$ 120,000	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date _____

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EXHIBIT G-1: Behavioral Health Invoice Form

Contractor :	Partners for Peace	**Invoice Number :**	
Address Line 1	P.O. Box 2473	**County PO No.:**	
Address Line 2	Salinas, CA 93902		
		Invoice Period :	
Tel. No.:	831-726-6479		
Fax No.:			
Contract Term:	September 1, 2021 - June 30, 2023	**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2022-23	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Culturally Relevant Parenting Classes: 12 months of service at $30,000 per Quarter, for an annual Fiscal Year total not to exceed $120,000.	$ 120,000			$ 120,000	100%
TOTALS	$ 120,000	**$ -**	$ -	$ 120,000	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date _____

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EXHIBIT H

Partners For Peace
BUDGET AND EXPENDITURE SUMMARY
For Monterey County - Behavioral Health

PROGRAM: Culturally Relevant Parenting Classes
Address: PO Box 2473, Salinas, CA 93902

		FY 2021-22	FY 2022-23
A. PROGRAM REVENUES			
Requested Monterey County Funds		**$ 120,000**	**$ 120,000**
Other Program Revenues:		$ 200,000	$ 200,000
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		**$ 320,000**	**$ 320,000**
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.			
1 Program Expenditures			
2	Salaries and wages	$ 105,000	$ 105,000
3	Payroll taxes	$ 9,576	$ 9,576
4	Employee benefits	$ 15,850	$ 15,850
5	Workers Compensation	$ 609	$ 609
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	$ -	$ -
7	Temporary Staffing (Independent Contractors/Facilitators)	$ 50,000	$ 50,000

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EXHIBIT H

		FY 2021-22	FY 2022-23
8	Flexible Client Spending (please provide supporting documents)	$ -	$ -
9	Client Transportation Costs and staff mileage	$ -	$ -
10	Employee Travel and Conference	$ 1,500	$ 1,500
11	Staff Training (New Facilitator Training)	$ 7,350	$ 7,350
12	Communication Costs	$ 1,800	$ 1,800
13	Utilities	$ -	$ -
14	Cleaning and Janitorial	$ -	$ -
15	Insurance and Indemnity	$ 4,000	$ 4,000
16	Maintenance and Repairs - Buildings	$ -	$ -
17	Maintenance and Repairs - Equipment	$ -	$ -
18	Printing and Publications	$ 15,000	$ 15,000
19	Memberships, Subscriptions and Dues	$ 7,700	$ 7,700
20	Office Supplies	$ 8,600	$ 8,600
21	Postage and Mailing	$ 2,000	$ 2,000
22	Legal Services (when required for the administration of the County Programs)	$ -	$ -
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)	$ 12,865	$ 12,865
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	$ -	$ -

EXHIBIT H

		FY 2021-22	FY 2022-23
25	Rent and Leases - building and improvements	$ -	$ -
26	Rent and Leases - equipment	$ -	$ -
27	Taxes and assessments	$ -	$ -
28	Interest in Bonds	$ -	$ -
29	Interest in Other Long-term debts	$ -	$ -
30	Other interest and finance charges	$ -	$ -
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	$ -	$ -
32	Miscellaneous (please provide details)	$ -	$ -
33	**Total Program Expenditures**	$ 241,850	$ 241,850
34	**Administrative Expenditures - 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. The allocation base must be auditable and supported by information kept by the CONTRACTOR**		
35	Salaries and wages (please include personnel and contract administration)	60,000	60,000
36	Payroll taxes	6,420	6,420
37	Employee benefits	11,510	11,510
38	Workers Compensation	220	220
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
40	Transportation, Travel, Training and Conferences		
41	Data Processing		

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EXHIBIT H

		FY 2021-22	FY 2022-23
42	Utilities		
43	Cleaning and Janitorial		
44	Insurance and Indemnity		
45	Maintenance and Repairs - Buildings		
46	Maintenance and Repairs - Equipment		
47	Memberships, Subscriptions and Dues		
48	Office Supplies		
49	Postage and Mailing		
50	Legal Services (when required for the administration of the County Programs)		
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)		
52	Rent and Leases - building and improvements		
53	Rent and Leases - equipment		
54	Taxes and assessments		
55	Interest in Bonds		
56	Interest in Other Long-term debts		
57	Other interest and finance charges		
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		
59	Miscellaneous (please provide details)		

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EXHIBIT H

		FY 2021-22	FY 2022-23
60	**Total Administrative Expenditures**	78,150	78,150
61	**Depreciation Expense**		
62	**OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.**		
63	**Total Allowable Program Expenditures**	320,000	320,000

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EXHIBIT I:
ANNUAL REPORT(S), COST REPORT SETTLEMENT, AND AUDIT

I. ANNUAL REPORT(S)

A. For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with accurate and complete Annual Report(s) known as the State Cost Report, the Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports, and the Annual Report(s), as applicable and required by the COUNTY (numbered (1)-(3) in Section XIV (A) in electronic forms and hard copies along with duly signed Provider's Certification and copy of audited financial statement and/or other supporting documents that the COUNTY may require, by the due date specified in this Exhibit I, Section I., Paragraph C.

B. An accurate and complete State Cost Report and/or Annual MHSA Revenue and Expenditure Report shall be defined as Annual Report(s) which is (are) completed to the best of the ability of CONTRACTOR on such forms or in such formats as specified by the COUNTY and consistent with such instructions as the COUNTY may issue and are based on the best available data and based on the CONTRACTOR'S Financial Summary applicable to the fiscal year. Further, CONTRACTOR shall certify under penalty of perjury that the CONTRACTOR has not violated any of the provisions of Section 1090 through 1096 of the Government Code and with respect to MHSA funding; is in compliance with California Code of Regulations, Title 9, Division 1, Chapter 14, Article 4, Section 3410, Non-Supplant and Article 5, Section 3500, non-Supplant Certification and Reports; that the amount for which reimbursement is claimed in the Annual Report(s) is in accordance with Chapter 3, Part 2. Division 5 of the Welfare and Institutions Code; and WIC Section 5891 and that to the best of the CONTRACTOR'S knowledge and belief the information on Annual Report(s) is (are) in all respects, correct, and in accordance with the law.

C. The Annual Report(s) shall be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) days following the expiration or termination date of this Agreement, or forty-five (45) days after the COUNTY transmits the cost report template electronically to the CONTRACTOR, whichever occurs later. Should the due date fall on a weekend, such report(s) shall be due on the following business day.

1. Failure to submit the Annual Report(s) within thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C) is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:

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a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Annual Report(s) is (are) outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the Annual Report(s) is (are) submitted. If COUNTY exercises its discretion to disallow claim(s) or withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C), of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within the time specified in the notice, shall submit the Annual Report(s) to avoid disallowance of claims or withholding of payments.

b. In such instance that CONTRACTOR does not submit the Annual Report(s) by thirty (30) calendar days after the applicable due date specified in this Exhibit I, Section I, Subsection (C), COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the Annual Report(s) is (are) outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.

D. The Annual Report(s) shall be prepared by the CONTRACTOR in accordance with the instructions, rules, policies and procedures established by the Federal governments, State and COUNTY.

II. COST REPORT SETTLEMENT

A. CONTRACTOR shall submit the CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY based on the Annual Report(s) submitted pursuant to this Exhibit I of this Agreement, for the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is (are) outstanding.

1. Failure to submit the CONTRACTOR'S Year-End Cost Report Settlement within thirty (30) calendar days after the due date specified by written notice of the COUNTY is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:

a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A)

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to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the CONTRACTOR'S Year-End Cost Report Settlement is submitted. If COUNTY exercises its discretion to disallow claim(s) or withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified by the COUNTY, of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within the time specified in the notice, shall submit the CONTRACTOR'S Year-End Cost Report Settlement to avoid disallowance of claim(s) or withholding of payment(s).

b. In such instance that CONTRACTOR does not submit the CONTRACTOR'S Year-End Cost Report Settlement by thirty (30) calendar days after the applicable due date specified by written notice of the COUNTY, COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.

B. All payments made to the CONTRACTOR and the actual Federal Financial Participation (FFP) revenue generated by the CONTRACTOR shall be reconciled with CONTRACTOR'S Year-End Cost Report Settlement and/or State Cost Report Settlement. CONTRACTOR'S Year-End Cost Report Settlement shall be based upon the allowable costs as stipulated in Exhibit B, Section VI, Subsection B, less any deductible revenues collected by CONTRACTOR from other payor sources. FFP revenue shall be based upon the FFP claimed by the CONTRACTOR in accordance to the provision of Exhibit B and the reconciled amount of FFP as reflected in the State Cost Report Settlement. Such settlement shall be subject to the terms and conditions of this Agreement and all other applicable Federal, State and local statutes, regulations, policies, procedures and/or other requirements. In addition, audit procedures may be performed by the COUNTY in accordance with the Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

C. COUNTY shall issue its findings regarding CONTRACTOR'S Year-End Cost Report Settlement and/or State Cost Report Settlement ("COUNTY'S Findings") at any time after the COUNTY received the calculation of the cost settlement from the CONTRACTOR and/or COUNTY completed the State Cost Settlement process.

1. As part of its cost report settlement, COUNTY shall identify any amounts due to CONTRACTOR by the COUNTY or due from the CONTRACTOR to the COUNTY.

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2. Upon issuance of the COUNTY'S Findings, CONTRACTOR may, within thirty (30) calendar days, submit a written request to the COUNTY for review of the Findings.

    a. Upon receipt by COUNTY of the CONTRACTOR'S written request, the COUNTY shall, within thirty (30) calendar days, meet with the CONTRACTOR to review the COUNTY'S Findings and to consider any documentation or information presented by the CONTRACTOR. CONTRACTOR may waive such meeting and elect to proceed based on written submission at its sole discretion.

    b. Within thirty (30) calendar days of the meeting specified in Subsection C., 2., a. above, or if no meeting is requested, within thirty (30) calendar days of the issuance of the COUNTY'S Findings, COUNTY shall issue a final cost report settlement finding to the CONTRACTOR including confirming or adjusting any amounts due to CONTRACTOR by the COUNTY or due from CONTRACTOR to the COUNTY.

3. In the event that the COUNTY'S Findings indicates that the CONTRACTOR is due payment from the COUNTY, COUNTY shall make payment to CONTRACTOR within thirty (30) calendar days following the expiration of the date to request a review as specified in Paragraph C., 2. above or issuance of the COUNTY'S Findings as specified in Paragraph C., 2., b. above, whichever is later.

4. In the event that the COUNTY'S Findings indicates that the CONTRACTOR owes payments to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) calendar days following the expiration of the date to request a review as specified in Paragraph C., 2. above or issuance of the COUNTY'S Findings as specified in Paragraph C., 2. b. above, whichever is later. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

5. Regardless of any other provision of this Section II, reimbursement to CONTRACTOR shall not exceed the Maximum Contract Amount and shall not exceed the Maximum Program Amount for each Funded Program, as identified in Exhibit B.

III. COST REPORT TRAINING

CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further cost report training as needed and/or as required according to changes in the State cost report requirements. Failure by the CONTRACTOR to attend the one-time mandatory cost report training, and subsequent training(s), as needed and requested by the COUNTY, may result in disallowance of any claims for payment. If CONTRACTOR continues to neglect attendance to scheduled

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training(s), claims for payment shall be disallowed due to delayed training completion or non-compliance.

IV. AUDIT(S) 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 Monterey County's 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.

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D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

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.

IV. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

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A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

   Any such amount shall be:

   1. paid in one cash payment by CONTRACTOR to COUNTY;
   2. deducted from future claims over a period not to exceed six (6) months;
   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.

County of Monterey

Board Report

Legistar File Number: A 23-581

Item No.43

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

January 09, 2024

Introduced: 12/19/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute a new Standard Agreement between the County of Monterey and The University Corporation, San Francisco State, DBA Family Acceptance Project for the provision of culturally attuned trainings, consultation, and material supports to fulfill the approved "Rainbow Connections" Mental Health Services Act (MHSA) Innovations project, for a maximum County obligation of $549,125 for the retroactive term of January 1, 2024 through June 30, 2025.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the Director of Health Services or designee to execute a new Standard Agreement between the County of Monterey and The University Corporation, San Francisco State, DBA Family Acceptance Project for the provision of culturally attuned trainings, consultation, and material supports to fulfill the approved "Rainbow Connections" Mental Health Services Act (MHSA) Innovations project, for a maximum County obligation of $549,125 for the retroactive term of January 1, 2024 through June 30, 2025.

SUMMARY/DISCUSSION

On May 25, 2023, the County of Monterey Behavioral Health Bureau received approval from the Mental Health Services Oversight and Accountability Commission (MHSOAC) for the "Rainbow Connections" MHSA Innovation Plan. This Innovation Plan aims to improve the mental health outcomes and functioning of LGBTQ youth and their families by promoting interagency communication and collaboration across youth-serving systems, and through building capacity among youth-serving adults to identify and respond affirmatively to the needs of LGTBQ youth up to age 24. Multiple vendors will assist the County in the implementation and evaluation of the Rainbow Connections Innovation Plan. The University Corporation, San Francisco State, DBA Family Acceptance Project will maintain an important role in this project by providing their pioneering and patented LGBTQ-related trainings, subject matter expertise and educational materials to other partnering agencies and community stakeholders.

This work supports the Monterey County Health Department 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 provision of health care when otherwise unavailable.

This agreement is late in being presented to your Board due to a delay by vendor negotiations on

scope and payment provisions, in conjunction with the operational need for this vendor to initiate work in alignment with a partner agency and the school calendar.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
This Agreement is 100% funded by MHSA Innovation Funds. The funds for this Agreement for FY2023-24 ($307,050) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 2023-24 Adopted Budget. The funds for this Agreement for FY 2024-25 ($242,075) will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2024-25 Requested 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: Wesley Schweikhard, Management Analyst II, 755-4856

Approved by:

_____Date:_____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report

Agreement

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County of Monterey

Board Report

Legistar File Number: A 23-581

Item No.39

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

January 09, 2024

Introduced: 12/19/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute a new Standard Agreement between the County of Monterey and The University Corporation, San Francisco State, DBA Family Acceptance Project for the provision of culturally attuned trainings, consultation, and material supports to fulfill the approved "Rainbow Connections" Mental Health Services Act (MHSA) Innovations project, for a maximum County obligation of $549,125 for the retroactive term of January 1, 2024 through June 30, 2025.

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DocuSign Envelope ID: 84FBEF4B-129D-4621-A4BF-1B88E358F226

This agreement is late in being presented to your Board due to a delay by vendor negotiations on scope and payment provisions, in conjunction with the operational need for this vendor to initiate work in alignment with a partner agency and the school calendar.

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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: Wesley Schweikhard, Management Analyst II, 755-4856

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:54 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526
On behalf of Elsa Mendoza Jimenez

Attachment:

DocuSign Envelope ID: 84FBEF4B-129D-4621-A4BF-1B88E358F226

Board Report
Agreement

DocuSign Envelope ID: 845EEDF2-B74A-4B0B-81E8-AABD2188BF69

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:

The University Corporation, San Francisco State (dba Family Acceptance Project),

(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: Culturally attuned trainings, consultation and material supports for the "Rainbow Connections" Mental Health Services Act Innovation Project

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: $549,125

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2024 **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 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: EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY
EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT D: COST REIMBURSMENT FORM

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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:**
Kathryn Eckert, Behavioral Health Director	Jason Porth, Executive Director
Name and Title	Name and Title
1270 Natividad Rd., Salinas CA 93906	1600 Holloway Ave., San Francisco, CA 94132
Address	Address
(831) 755-4580	(415) 338-1381
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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

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

By: DocuSigned by: Shane Eben Strong 8624584F8838438...

Office of the County Counsel

Date: 12/18/2023 | 11:54 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E5745456...

Auditor/Controller

Date: 12/18/2023 | 12:34 PM PST

By: _____

Risk Management

Date: _____

CONTRACTOR

The University Corp., San Francisco State

Contractor/Business Name *

By: DocuSigned by: Jason Porth 3402F948CDB040F...

(Signature of Chair, President, or Vice-President)

Jason Porth — Executive Director

Name and Title

Date: 12/14/2023 | 10:35 AM PST

By: DocuSigned by: Tammie Ridgell 630A846767DB4F3...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Tammie Ridgell — AVP of Auxiliary Business S

Name and Title

Date: 12/14/2023 | 12:19 PM PST

County Board of Supervisors' Agreement No. _____ approved on _____

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

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT A: SCOPE OF SERVICES / PAYMENT PROVISIONS

I. IDENTIFICATION OF PROVIDER

The University Corporation, San Francisco State (dba Family Acceptance Project)
Incorporation Status: Non-profit Corporation
Address: 1600 Holloway Ave., San Francisco, CA 94132
Phone Number: (415) 405-3976
Email: fap@sfsu.edu

II. PROGRAM GOALS

The goal of this program is to build capacity for parents, caregivers, families and service providers responsible for caring for LGBTQ youth, to understand and affirmatively respond to the complex issues that LGBTQ youth experience and provide culturally responsive services and supports. The intended results are to increase family functioning and connectedness, reduce risk and achieve positive mental health outcomes of LGTBQ youth, and promote interagency collaboration for linkage and referrals that will establish an LGBTQ Network of Affirming Care in Monterey County.

III. PROGRAM NARRATIVE

On June 27, 2023, the COUNTY was approved for the Mental Health Services Act (MHSA) Innovation Plan titled "Rainbow Connections". The Rainbow Connections Innovation Plan has the goal of increasing access to services for unserved and underserved populations (i.e. LGBTQ youth and their families) and promoting interagency collaboration to result in improved outcomes. The Family Acceptance Project from San Francisco State University was included in the approved funding plan to provide training and technical assistance to various stakeholders in Monterey County as a critical component in the training offerings provided in the Rainbow Connections program. Family Acceptance Project was selected to be one of several participating vendors to support the Rainbow Connections Innovation Plan based on their expertise and experience in cultivating understanding and support for LGBTQ youth and their families.

IV. SCOPE OF SERVICES AND TIMELINE

CONTRACTOR shall support Program Goals by completing the following activities and deliverables:

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Table 1. Scope of Services and Timeline

Project Activity/Task/Deliverable	Anticipated Dates
Activity 1: Culturally Responsive Family / Community – Member Trainings Family Acceptance Project will provide a series of virtual trainings and offer subsequent technical assistance to support the family members, community members, and professionals who are responsible for the care of LGBTQ youth. COUNTY maintains responsibility for executing the promotions for trainings and registering participants. This training series to be provided by Family Acceptance Project includes: **a. FAP General Training for Providers, Caregivers, and Community Members**: This is a 6-hour general training of FAP information with specific content on family dynamics and culture, knowledge of sexual orientation and gender identity and reactions to their LGBTQ child and targeted psychoeducation to decrease family rejection and increase affirmation and support. **b. FAP-Trauma Focused Cognitive Behavioral Therapy (TF-CBT) Integrated Model Training for Mental Health Practitioners**: This 9-hour training for mental health professionals covers and expands upon the general FAP content with the inclusion of family and LGBTQ content within the TF-CBT model. **c. FAP School Training:** This 4-hour training is provided to school staff. The training promotes school safety, support and wellness for LGBTQ students, and importance of family acceptance. **d. LGBTQ Youth Training**: This 2-hour training is provided to youth in either community or school settings. It will share information on how family rejecting and accepting behaviors impact the youth's health risks, self-esteem, sense of the future and well-being. It also covers how parents and caregivers learn to support their LGBTQ children, with guidance on increasing family support and access to resources and connecting youth with county services. **e. FAP Training for Faith-Based Leaders**: This 2-hour training for clergy and faith-based leaders covers general FAP content with a focus on religious beliefs and values.	January 2024-June 2025
Task 1.1: Provide FAP trainings for each of the following stakeholder groups: • General Population / Community Members • Mental Health Providers • School Staff • LGBTQ Youth • Religious Leaders ***Deliverable: Facilitation of each virtual training or workshop***	January 2024 – June 2025

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Task 1.2: Consultation and technical assistance to help training recipients and others to provide family support services across practice areas. ***Deliverable: Provision of technical assistance service hours (Hourly billing; service report to accompany invoice)***	
<u>Activity 2: Partners for Peace / Family Support Partner Training, Coaching and Consultation</u> Family Acceptance Project shall work with Partners for Peace to develop and train the Rainbow Connections Family Support position in FAP family support strategies, resources, and intervention model with diverse families, foster families and caregivers to decrease their LGBTQ children's risk and to promote their well-being. Family Acceptance Project shall also work in a variety of capacities (training, coaching, consultation, media and outreach) to support Partners for Peace staff and program facilitators, enhance existing Partners for Peace program curriculums, and assist in the development of new family support group content.	January 2024-June 2025
Task 2.1: Provide 24hours of training with the Partners for Peace Family Support Partner in Family Acceptance Project family support strategies and resources. ***Deliverable: Completed basic training of the Family Support Partner***	January 2024 – June 2024
Task 2.2: Provide 4-hour group trainings for Partners for Peace program facilitators in Family Acceptance project curriculum and resources. ***Deliverable: Completed group training of Partners for Peace program facilitators***	January 2024 – June 2025
Task 2.3: Provide technical assistance to Partners for Peace Family Support Partner and Partners for Peace program facilitators and project team, as needed, to build capacity and address and respond to challenges in working with families, promote FAP messaging and materials, do recruitment and outreach to the community about family support, including media messaging, and fulfill other implementation objectives. ***Deliverable: Provision of technical assistance service hours (Hourly billing; service report to accompany invoice)***	January 2024 – June 2025
Task 2.4: Work in collaboration with Partners for Peace to integrate key FAP research and educational content into Partners for Peace courses (i.e. Parent Project Senior, Parent Project Junior, Familia Adelante, etc.), with the goal of modifying one course per year. ***Deliverable: Integrate FAP-oriented curriculum into ~~to~~ Partners for Peace course material (Hourly billing; service report to accompany invoice)***	January 2024 – June 2025

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Task 2.5: Work in collaboration with Partners for Peace to develop a new LGBTQ-affirming parent education and family support group. The new support group is to be piloted by the Partners for Peace Family Support Partner. Development of the support group content shall include, but not be limited to, the following components: • Group participation guidelines • Discussion prompts and resources • Facilitator instructions and tools ***Deliverable: Collaboration and material contributions for LGBTQ-affirming parent education and family support group content (Hourly billing; service report to accompany invoice)***	January 2024 – June 2025
Activity 3: Rainbow Connections Educational Materials and Outreach Support Family Acceptance Project shall produce, modify and/or supply Rainbow Connections partners with various FAP educational materials to aid in fulfilling the learning goals of the Rainbow Connections Innovation Plan.	January 2024-June 2025
Task 3.1: Supply COUNTY with FAP family education booklets. COUNTY shall cover purchase, print and shipping of materials. COUNTY shall be responsible for distribution of booklets to sites. ***Deliverable: Delivery of FAP family education booklets***	January 2024 – June 2024
Task 3.2: Produce Spanish-language voiceovers and subtitles for the FAP Latino family education video to be utilized in Rainbow Connection program activities. ***Deliverable: Completion of voiceover and subtitles for FAP Latino family education video***	January 2024 – June 2024
Activity 4: Meetings and Coordination Supports Family Acceptance Project will participate in regularly occurring and ad-hoc meetings with County staff and project partners to discuss progress and/or implementation strategy associated with all activities and tasks, and problem-solve any challenges or barriers. Includes agenda preparation and/or meeting follow-up documentation or coordination activities as needed. Associated meetings and coordination supports may include, but are not limited to: • Monthly or bi-monthly check-in meetings with County program staff • Ad-hoc meetings with County and/or Partners for Peace, and provision of written materials, to advertise and promote training events • Ad-hoc meetings with County staff and/or Partners for Peace to strategize Healthy Futures poster distribution • Monthly check-in meetings with Partners for Peace • Ad-hoc meetings with principal Innovation Plan Evaluator (Evalcorp)	January 2024-June 2025
Activity 5: Contingency Projects and Services Given the time-constrained funding source and innovative nature of the Rainbow Connections Innovation Plan, there may be urgent and unforeseen needs/opportunities to enlist Family Acceptance Project to supply additional projects	

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and services. As such, Family Acceptance Project may be requested to implement or engage in ad hoc work to support effective and efficient implementation of the Rainbow Connections Innovation Plan. Examples of "contingency projects and services" may include, but not be limited to: • Supplying additional translation services • Supplying additional materials subject to licensing and/or printing fees • Training new Family Support Partner if/when the position is vacated • Increasing the quantity of community-member trainings to accommodate higher than anticipated demand All tasks and associated reimbursement to be completed under Activity 5 shall be agreed upon in writing by COUNTY and CONTRACTOR prior to execution. ***Deliverable: TBD completed projects and/or billable service hours, as needed***	

V. PROGRAM ELIGIBLITY

The primary population of focus to be served and benefit through this project are LGBTQ Youth up to age 24 and their families. Additionally, the capacity building efforts and referral network to be created through this program will benefit adults, caregivers, professionals, and organizations serving youth and LGBTQ youth in Monterey County.

VI. MEETING COMMUNICATIONS

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

VIII. DESIGNATED CONTRACT MONITOR

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

IX. PAYMENT PROVISIONS

A. COUNTY shall pay an amount not to exceed **$549,125** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work.

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CONTRACTOR shall be reimbursed for the following negotiated rates which are subject to all cost report conditions set forth in Exhibit A and identified in the Fee Schedule tables below:

Table 2. FY2023-2024 Fee Schedule

FY 2023-2024 Fee Schedule				
Deliverable	**Payment Period**	**Rate**	**Est. Quantity**	**Annual Fee**
Deliverable 1.1(a): Facilitation of each General FAP Training	January 2024 – June 2024	$7,000	2	$14,000
Deliverable 1.1(b): Facilitation of each FAP Mental Health Provider Training	January 2024 – June 2024	$9,000	2	$18,000
Deliverable 1.1(c): Facilitation of each FAP School Training	January 2024 – June 2024	$4,000	2	$8,000
Deliverable 1.1(d): Facilitation of each FAP LGBTQ Youth Training	January 2024 – June 2024	$3,000	1	$3,000
Deliverable 1.1(e): Facilitation of each Faith Based Training	January 2024 – June 2024	$4,500	1	$4,500
Deliverable 1.2: Consultation & technical assistance (Hourly)	January 2024 – June 2024	$300	25	$7,500
Activity 1: Culturally Responsive Family / Community – Member Trainings Subtotal				**$55,000**
Deliverable 2.1: Completed training of the Family Support Partner (FSP)	January 2024 – June 2024	$6,000	1	$6,000
Deliverable 2.2: Completed group training of Partners for Peace (P4P) program facilitators	January 2024 – June 2024	$6,000	1	$6,000
Deliverable 2.3: Technical Assistance for FSP and P4P facilitators and project staff (Hourly)	January 2024 – June 2024	$300	120	$36,000
Deliverable 2.4: Integrate FAP-oriented curriculum into Partners for Peace course material (Hourly)	January 2024 – June 2024	$250	28	$7,000
Deliverable 2.5: Collaboration and material contributions for LGBTQ-affirming parent education and family support group (Hourly)	January 2024 – June 2024	$250	84	$21,000

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Activity 2: Partners for Peace / Family Support Partner Training, Coaching and Consultation Subtotal				**$76,000**
Deliverable 3.1: Delivery of FAP family education booklets	January 2024 – June 2024	$4.25/shipped booklet (estimate)	2000	$8,500
Deliverable 3.2: Completion of voiceover and subtitles for FAP Latino family education video	January 2024 – June 2024	$55,000	1	$55,000
Activity 3: Rainbow Connections Educational Materials and Outreach Support Subtotal				**$63,500**
Deliverable 4.1: Regular and ad-hoc meetings, documentation and project coordination supports associated with project development, implementation and evaluation (Hourly)	January 2024 – June 2024	$250	90	$22,500
Deliverable 4.2: Regular internal FAP team coordination meetings (Hourly)	January 2024 – June 2024	$500	50	$25,000
Activity 4: Meetings and Coordination Supports Subtotal				**$47,500**
Deliverable 5: TBD completed projects and/or billable service hours	January 2024 – June 2024	TBD	TBD	$25,000
Activity 5: Contingency Projects and Services Subtotal				**$25,000**
FY 2023-24 SUBTOTAL				**$267,000**
15% INDIRECT COST				**$40,050**
FY 2023-2024 TOTAL MAXIMUM COUNTY OBLIGATION				**$307,050**

Table 3. FY 2024-2025 Fee Schedule

FY2024-2025 Fee Schedule				
Deliverable	**Payment Period**	**Rate**	**Est. Quantity**	**Annual Fee**
Deliverable 1.1(a): Facilitation of each General FAP Training	July 2024 – June 2025	$7,000	2	$14,000
Deliverable 1.1(b): Facilitation of each FAP Mental Health Provider Training	July 2024 – June 2025	$9,000	2	$18,000

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Deliverable 1.1(c): Facilitation of each FAP School Training	July 2024 – June 2025	$4,000	2	$8,000
Deliverable 1.1(d): Facilitation of each FAP LGBTQ Youth Training	July 2024 – June 2025	$3,000	1	$3,000
Deliverable 1.1(e): Facilitation of each FAP LGBTQ Training	July 2024 – June 2025	$4,500	1	$4,500
Deliverable 1.2: Consultation & technical assistance (Hourly)	July 2024 – June 2025	$300	150	$45,000
Activity 1: Culturally Responsive Family / Community – Member Trainings Subtotal				**$92,500**
Deliverable 2.1: Completed training of the Family Support Partner (FSP)	-	-	-	-
Deliverable 2.2: Completed group training of Partners for Peace (P4P) program facilitators	July 2024 – June 2025	$6,000	2	$12,000
Deliverable 2.3: Technical Assistance for FSP and P4P facilitators and project team (Hourly)	July 2024 – June 2025	$300	100	$30,000
Deliverable 2.4: Integrate FAP-oriented curriculum into to Partners for Peace course material (Hourly)	July 2024 – June 2025	$250	28	$7,000
Deliverable 2.5: Collaboration and material contributions for LGBTQ-affirming parent education and family support group	-	-	-	-
Activity 2: Partners for Peace / Family Support Partner Training, Coaching and Consultation Subtotal				**$49,000**
Deliverable 3.1: Delivery of FAP family education booklets	-	-	-	-
Deliverable 3.2: Completion of voiceover and subtitles for FAP Latino family education video	-	-	-	-
Activity 3: Rainbow Connections Educational Materials and Outreach Support Subtotal				**$0**
Deliverable 4.1: Regular and ad-hoc meetings, documentation and project coordination supports associated with	July 2024 – June 2025	$250	56	$14,000

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project development, implementation and evaluation (Hourly)				
Deliverable 4.2: Regular internal FAP team coordination meetings (Hourly)	July 2024 – June 2025	$300	100	$30,000
Activity 4: Meetings and Coordination Supports Subtotal				**$44,000**
Deliverable 5: TBD completed projects and/or billable service hours, as needed	July 2024 – June 2025	TBD	TBD	$25,000
Activity 5: Contingency Projects and Services Subtotal				**$25,000**
FY 2024-2025 SUBTOTAL				**$210,500**
15% INDIRECT COST				**$31,575**
FY 2024-2025 TOTAL MAXIMUM COUNTY OBLIGATION				**$242,075**

B. There shall be no travel reimbursement allowed during this Agreement.

C. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the County of Monterey Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.

D. CONTRACTOR shall submit via email an Invoice using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

cc: MHSA@monterey.ca.us

X. CONTRACTOR'S BILLING PROCEDURES

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

B. COUNTY shall review and certify CONTRACTOR's Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

C. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the

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reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **$549,125** for services rendered under this Agreement for the period of **January 1, 2024 to June, 2025**.

B. Maximum Liability Amount:

TERM	AMOUNT
January 1, 2024 – June 30, 2024	$307,050
July 1, 2024 – June 30, 2025	$242,075
MAXIMUM COUNTY OBLIGATION	$549,125

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EXHIBIT B: 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.

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- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- 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:

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1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and 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.

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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.

The University Corp., San Francisco State

Contractor (Organization Name)

DocuSigned by:
Jason Porth
34027948CDB040F...

Jason Porth

Signature of Authorized Representative

Name of Authorized Representative

12/14/2023 | 10:35 AM PST

Executive Director

Date

Title of Authorized Representative

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EXHIBIT C: 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 **The University Corporation, San Francisco State** ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for CoveredEntity that involve the Use and Disclosure of Protected Health Information ("PHI") that iscreated, 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"), andtheir 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 ofElectronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A andC (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 termsand 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:

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AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 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 ofthe 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 accesslaw (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 careto an individual or the past, present or future payment for the provision of health care to anindividual; (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 servicesagreement "(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

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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 administrationof 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 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 personis aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and stateauthorities, 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) anyUse 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. Suchnotice shall be provided within five (5) business days of Business Associate's discovery ofsuch 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 writtenreport 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

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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 Associateshall 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 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 benotified (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 (whichmay 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 thosethat apply to Business Associate pursuant to this BAA. Upon request, Business Associateshall 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 BusinessAssociate provided to the Secretary. In addition, Business Associate shall promptly makeavailable to Covered Entity such practices, records, books, agreements, policies andprocedures relating to the Use and Disclosure of PHI for purposes of determining whetherBusiness Associate has complied with this BAA or maintains adequate security safeguards,upon reasonable request by Covered Entity. The fact that Covered Entity

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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 suchDisclosure 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 Disclosuresof the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. Ata 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 descriptionof 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 shallimplement 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 thisBAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and requestfrom 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) daysof 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 ofits 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

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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 possibleand in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 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 lawto 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 Disclosuresof 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 reviewthe 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 PrivacyPractices 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

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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. Certainprovisions 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) daysof Business Associate's receipt of written notice of such breach, if the breach is not curedto the satisfaction of Covered Entity.

4.3 **Automatic Termination**. This BAA shall automatically terminate withoutany further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate havingthis 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 returnedor securely destroyed, and no copies retained, upon Covered Entity's request. To the extentit is not feasible for Business Associate to return or destroy any portion of the PHI, BusinessAssociate 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 thatPHI 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) limitfurther 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 Sections2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHIretained 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 extentthat 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 revisedobligations. Further, no provision of this

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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, orliabilities 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:

The University Corporation, San Francisco State
Attn: Jason Porth
1600 Holloway Avenue San Francisco, CA 94132
Phone: (831)728-6476
Email: president@sfsu.edu

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 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 sentby 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.

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5.7 Choice of Law; Interpretation. This BAA shall be governed by the lawsof the State of California. Any ambiguities in this BAA shall be resolved in a manner thatallows 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 fromany claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurredby 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 CaliforniaConfidentiality 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 ofpersonnel 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 independentof, 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 orinformal, 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 automaticallybe 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 anda 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 BusinessAssociate 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, costsexpenses, fines, and compliance costs arising from a breach of the obligations of BusinessAssociate, 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 CoveredEntity 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

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of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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: Jason Porth 34027948CDB040F...	By:
Print Name: Jason Porth	Print Name: **Elsa M. Jimenez**
Print Title: Executive Director	Print Title: **Director of Health Services**
Date: 12/14/2023 | 10:35 AM PST	Date:

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EXHIBIT D: COST REIMBURSEMENT FORM

COST REIMBURSEMENT INVOICE FORM — **Monterey County Behavioral Health**

Contractor :	The University Corporation, San Francisco State	**Invoice Number :**	
Address Line 1	1600 Holloway Ave., San Francisco, CA 94132	**County PO No.:**	
Address Line 2		**Invoice Period :**	
Tel. No.:	(415) 405-3976		
Fax No.:			
Contract Term:	January 1, 2024 - June 30, 2025	**Final Invoice** (Check if Yes)	
BH Division :	MHSA - INN	BH Control Number	

Rates of Payment	Term: FY 2023/24	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
Deliverable 1.1(a): Facilitation of each General FAP Training	FY2023/24	$ 14,000.00				
Deliverable 1.1(b): Facilitation of each FAP Mental Health Provider Training	FY2023/24	$ 18,000.00				
Deliverable 1.1(c): Facilitation of each FAP School Training	FY2023/24	$ 8,000.00				
Deliverable 1.1(d): Facilitation of each FAP LGBTQ Youth Training	FY2023/24	$ 3,000.00				
Deliverable 1.1(e): Facilitation of each Faith Based Training	FY2023/24	$ 4,500.00				
Deliverable 1.2: Consultation & technical assistance (Hourly)	FY2023/24	$ 7,500.00				
Deliverable 2.1: Completed training of the Family Support Partner (FSP)	FY2023/24	$ 6,000.00				
Deliverable 2.2: Completed group training of Partners for Peace (P4P) program facilitators	FY2023/24	$ 6,000.00				
Deliverable 2.3: Technical Assistance for FSP and P4P facilitators and project staff (Hourly)	FY2023/24	$ 36,000.00				
Deliverable 2.4: Integrate FAP-oriented curriculum into Partners for Peace course material (Hourly)	FY2023/24	$ 7,000.00				
Deliverable 2.5: Collaboration and material contributions for LGBTQ-affirming parent education and family support group (Hourly)	FY2023/24	$ 21,000.00				
Deliverable 3.1: Delivery of FAP family education booklets	FY2023/24	$ 8,500.00				
Deliverable 3.2: Completion of voiceover and subtitles for FAP Latino family education video	FY2023/24	$ 55,000.00				
Deliverable 4.1: Regular and ad-hoc meetings, documentation and project coordination supports associated with project development, implementation and evaluation (Hourly)	FY2023/24	$ 22,500.00				
Deliverable 4.2: Regular internal FAP team coordination meetings (Hourly)	FY2023/24	$ 25,000.00				
Deliverable 5: TBD completed projects and/or billable service hours	FY2023/24	$ 25,000.00				
Sub-Total		$ 267,000.00				
15% Indirect Fee		$ 40,050.00				
TOTALS		$ 307,050.00				

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:

MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date : _____

DocuSign Envelope ID: 845EEDF2-B74A-4B0B-81E8-AABD2188BF69

COST REIMBURSEMENT INVOICE FORM — **Monterey County Behavioral Health**

Contractor :	The University Corporation, San Francisco State	**Invoice Number :**	
Address Line 1	1600 Holloway Ave., San Francisco, CA 94132	**County PO No.:**	
Address Line 2		**Invoice Period :**	
Tel. No.:	(415) 405-3976		
Fax No.:			
Contract Term:	January 1, 2024 - June 30, 2025	**Final Invoice** (Check if Yes)	
BH Division :	MHSA - INN	BH Control Number	

Rates of Payment	Term: FY 2024/25	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
Deliverable 1.1(a): Facilitation of each General FAP Training	FY2024/25	$ 14,000.00				
Deliverable 1.1(b): Facilitation of each FAP Mental Health Provider Training	FY2024/25	$ 18,000.00				
Deliverable 1.1(c): Facilitation of each FAP School Training	FY2024/25	$ 8,000.00				
Deliverable 1.1(d): Facilitation of each FAP LGBTQ Youth Training	FY2024/25	$ 3,000.00				
Deliverable 1.1(e): Facilitation of each Faith Based Training	FY2024/25	$ 4,500.00				
Deliverable 1.2: Consultation & technical assistance (Hourly)	FY2024/25	$ 45,000.00				
Deliverable 2.1: Completed training of the Family Support Partner (FSP)	FY2024/25	$ -				
Deliverable 2.2: Completed group training of Partners for Peace (P4P) program facilitators	FY2024/25	$ 12,000.00				
Deliverable 2.3: Technical Assistance for FSP and P4P facilitators and project staff (Hourly)	FY2024/25	$ 30,000.00				
Deliverable 2.4: Integrate FAP-oriented curriculum into Partners for Peace course material (Hourly)	FY2024/25	$ 7,000.00				
Deliverable 2.5: Collaboration and material contributions for LGBTQ-affirming parent education and family support group	FY2024/25	$ -				
Deliverable 3.1: Delivery of FAP family education booklets	FY2024/25	$ -				
Deliverable 3.2: Completion of voiceover and subtitles for FAP Latino family education video	FY2024/25	$ -				
Deliverable 4.1: Regular and ad-hoc meetings, documentation and project coordination supports associated with project	FY2024/25	$ 14,000.00				
Deliverable 4.2: Regular internal FAP team coordination meetings (Hourly)	FY2024/25	$ 30,000.00				
Deliverable 5: TBD completed projects and/or billable service hours	FY2024/25	$ 25,000.00				
Sub-Total		$ 210,500.00				
15% Indirect Fee		$ 31,575.00				
TOTALS		$ 242,075.00				

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:

MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date : _____

Introduced: 12/19/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a five-year agreement with the Epicenter to provide county-wide art as healing classes to selected at-risk high school students and to collaborate with high school wellness centers throughout Monterey County for the term upon execution through April 30, 2028, for a total Agreement amount not to exceed $410,850; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($41,085) of the original amount and do not significantly change the scope of work, total not to exceed maximum of $451,935.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a five-year agreement with the Epicenter to provide county-wide art as healing classes to selected at-risk high school students and to collaborate with high school wellness centers throughout Monterey County for the term upon execution through April 30, 2028, for a total Agreement amount not to exceed $410,850; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($41,085) of the original amount and do not significantly change the scope of work, total not to exceed maximum of $451,935.

SUMMARY/DISCUSSION:

The County of Monterey Health Department Public Health Bureau's Cannabis Education Program (Cannabis Education Program) is an awardee of the Board of State and Community Corrections (BSCC) Proposition 64 Public Health and Safety Grant Program Cohort 3 funding. The project titled Monterey County Art and Education Go Together was submitted to the State in 2022 and will provide funds to enhance public health and safety efforts associated with illicit and youth cannabis use. BSCC grant funds provide capacity for the Cannabis Education Program to collaborate with Epicenter to offer at risk youth art programing, referred to as art as health classes, to heal personal and community trauma.

Epicenter is a 501c3 organization founded in 2014 by a group of young adults from the Salinas community to empower at-risk and system involved youth. Over the past eight years, Epicenter has expanded to include supportive services for LGBTQ+, foster, and unhoused youth. Services include drug and alcohol education, and food pantry and teen closet to provide food and clothing to youth in need.

The proposed art as healing classes will expand Epicenter's existing services and provide students an

expressive non-verbal outlet to challenging conversations that are not limited by words as a way to describe their emotions and increase resiliency. Developing proficiency in music, arts, or dance can help promote feelings of self-efficacy and identity - both of which are indicated in the prevention of mental health and substance use disorders. According to 2021 data from the Centers for Disease Control and Prevention, more than a third (37%) of high school students reported experiencing poor mental health during the COVID-19 pandemic, and 44 percent reported feeling persistently sad or hopeless during the past year.

This agreement supports a public health prevention approach to serve at-risk high school students by offering small group art classes that create a safe space to bridge art and emotional healing. Epicenter staff will collaborate with high school wellness centers to gather referrals for youth who would benefit from small pro-social nonjudgmental group art classes. The teaching model will include art classes facilitated by Epicenter staff and a master's in social work intern reaching approximately 200-300 high school students annually (1,000 to 1,000 students over five years). Art classes will be provided throughout the County.

This work supports the County of Monterey Health Department 2018-2024 Strategic Plan Goals: 1. Empower the community to improve health; and 2. Enhance community health and safety through prevention. It also supports one of the ten essential public health services, specifically: 3. Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
This Agreement is funded 100% by the Proposition 64 grant from the State of California, Board of State and Community Corrections (BSCC). Appropriations for this Agreement are or will be included in the Health Department's budget for FY 2023-24 through FY 2027-28 (001-4000-8124-HEA003).

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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

_____Date:_____
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Reports
Agreement

DocuSign Envelope ID: DC50467F-3102-4068-9FA6-EC0842BAA6D6

Introduced: 12/19/2023

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 five-year agreement with the Epicenter to provide county-wide art as healing classes to selected at-risk high school students and to collaborate with high school wellness centers throughout Monterey County for the term upon execution through April 30, 2028, for a total Agreement amount not to exceed $410,850; and
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The proposed art as healing classes will expand Epicenter's existing services and provide students an expressive non-verbal outlet to challenging conversations that are not limited by words as a way to describe their emotions and increase resiliency. Developing proficiency in music, arts, or dance can help promote feelings of self-efficacy and identity - both of which are indicated in the prevention of mental health and substance use disorders. According to 2021 data from the Centers for Disease Control and Prevention, more than a third (37%) of high school students reported experiencing poor mental health during the COVID-19 pandemic, and 44 percent reported feeling persistently sad or hopeless during the past year.

This agreement supports a public health prevention approach to serve at-risk high school students by offering small group art classes that create a safe space to bridge art and emotional healing. Epicenter staff will collaborate with high school wellness centers to gather referrals for youth who would benefit from small pro-social nonjudgmental group art classes. The teaching model will include art classes facilitated by Epicenter staff and a master's in social work intern reaching approximately 200-300 high school students annually (1,000 to 1,000 students over five years). Art classes will be provided throughout the County.

This work supports the County of Monterey Health Department 2018-2024 Strategic Plan Goals: 1. Empower the community to improve health; and 2. Enhance community health and safety through prevention. It also supports one of the ten essential public health services, specifically: 3. Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it.

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Check 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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☐ 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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:52 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachments:
Board Reports
Agreement

DocuSign Envelope ID: 0AAC455B-0529-4AE6-BF19-245680B69809

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:

The Epicenter,

(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: County-wide art as healing classes to selected at-risk high school students. Epicenter will collaborate with high schools throughout Monterey County.

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: $ 410,850.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from upon execution **to** April 30, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

DocuSign Envelope ID: 0AAC455B-0529-4AE6-BF19-245680B69809

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

DocuSign Envelope ID: 0AAC455B-0529-4AE6-BF19-245680B69809

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.

EXHIBIT-A

To Agreement by and between
County of Monterey Health Department, hereinafter referred to as "County"
AND
The Epicenter, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 The Epicenter will assist the Cannabis Education Program to provide county-wide art as healing classes to selected at-risk high school students. Art as healing classes will provide students an expressive non-verbal outlet to elicit conversations that are not limited by words as a way to describe their emotions and increase resiliency. Epicenter staff will collaborate with high schools throughout Monterey County to gather referrals for youth who would benefit from small pro-social nonjudgmental group art classes. The teaching model will include art classes facilitated by Epicenter staff and a master's in social work intern reaching approximately 300 high school students annually.

A.1.2 CONTRACTOR shall comply with the mandatory subcontract language for BSCC Grantees described in section B.3.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $410,850 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Preparations	Timeline	Costs
Epicenter will identify program staff to coordinate and teach art as healing classes.	Upon Execution-October 31, 2024	
Coordinate with high school wellness centers throughout Monterey County to ensure timely and appropriate referrals to the Art as Healing program.	Upon Execution-October 31, 2024	
Program Implementations	**Timeline**	
Implementation, operation, management, staffing, and administration of the Art as Healing Program throughout Monterey County.	Upon Execution-October 31, 2024	
Epicenter will provide the following to 200-250 eligible high school wellness center youth referrals 14-18 years of age: • Provide 3 to 4 sessions of individualized art programing to high school aged youth • Provide County Health Department staff with quarterly reports on program participation and number of youths who complete the art program • Attend program meetings as requested by County Health Department • Administer youth programmatic evaluation surveys	Upon Execution-October 31, 2024	$82,170
Program Implementations	**Timeline**	**Cost**
Implementation, operation, management, staffing, and administration of the Art as Healing Program throughout Monterey County.	November 1, 2024 – October 31, 2025	
Epicenter will provide the following to 300 eligible high school wellness center youth referrals 14-18 years of age: • Provide 3 to 4 sessions of individualized art programing to high school aged youth • Provide County Health Department staff with quarterly reports on program participation and number of youths who complete the art program • Attend program meetings as requested by County Health Department • Administer youth programmatic evaluation surveys	November 1, 2024 – October 31, 2025	$82,170
Program Implementations	**Timeline**	**Cost**
Implementation, operation, management, staffing, and administration of the Art as Healing Program throughout Monterey County.	November 1, 2025 – October 31, 2026	
Epicenter will provide the following to 300 eligible high school		

CDIP/The Epicenter
Term: upon execution to April 30, 2028
NTE $410,850.00

wellness center youth referrals 14-18 years of age: • Provide 3 to 4 sessions of individualized art programing to high school aged youth • Provide County Health Department staff with quarterly reports on program participation and number of youths who complete the art program • Attend program meetings as requested by County Health Department • Administer youth programmatic evaluation surveys	November 1, 2025 – October 31, 2026	$82,170
Program Implementations	**Timeline**	**Cost**
Implementation, operation, management, staffing, and administration of the Art as Healing Program throughout Monterey County.	November 1, 2026 – October 31, 2027	$82,170
Epicenter will provide the following to 300 eligible high school wellness center youth referrals 14-18 years of age: • Provide 3 to 4 sessions of individualized art programing to high school aged youth • Provide County Health Department staff with quarterly reports on program participation and number of youths who complete the art program • Attend program meetings as requested by County Health Department • Administer youth programmatic evaluation surveys	November 1, 2026 – October 31, 2027	
Program Implementations	**Timeline**	**Cost**
Implementation, operation, management, staffing, and administration of the Art as Healing Program throughout Monterey County.	November 1, 2027 – April 30, 2028	$82,170
Epicenter will provide the following to 300 eligible high school wellness center youth referrals 14-18 years of age: • Provide 3 to 4 sessions of individualized art programing to high school aged youth • Provide County Health Department staff with quarterly reports on program participation and number of youths who complete the art program • Attend program meetings as requested by County Health Department • Administer youth programmatic evaluation surveys	November 1, 2027 – April 30, 2028	
	Not to Exceed	**$410,850**

Upon completion, please submit invoices monthly through April 30, 2028.

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

The County of Monterey Health Department
Public Health Finance
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-PHFiscal@co.monterey.ca.us

The County of Monterey Health Department
Attn Michelle House
1441 Schilling Place-South 1st Floor
Salinas, CA 93901
(831)755-4607
housem@co.monterey.ca.us

Invoices shall:

a. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b. Bear the Contractor's name as shown on the agreement.
c. Be submitted monthly; the annual payable amount shall not exceed
d. Identify the billing and/or performance period covered by the invoice.
e. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

B.3

MANDATORY SUBCONTRACT / MOU LANGUAGE FOR BSCC GRANTEES

Grant recipients awarded funding through the Board of State and Community Corrections (BSCC) **must** include specific language in all subcontracts/Memorandums of Understanding (MOUs) that use these monies for grant-funded project activities and expenditures. The following narrative is required, per contract with the BSCC:

Non-Discrimination Clause and Civil Rights Compliance: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Books and Records: Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

Access to Books and Records: Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

Project Access: Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be

made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

County of Monterey

Board Report

Legistar File Number: A 23-583

Item No.45

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

January 09, 2024

Introduced: 12/19/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute a new Non-Standard Agreement between the County of Monterey and Community Foundation for Monterey County for the provision of community outreach, engagement and education for County of Monterey Behavioral Health Bureau's Mental Health Services Act (MHSA) Innovation and Prevention and Early Intervention (PEI) programming, for a maximum County obligation of $277,000 for the retroactive term of October 15, 2023 through June 30, 2024.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the Director of Health Services or designee to execute a new Non-Standard Agreement between the County of Monterey and Community Foundation for Monterey County for the provision of community outreach, engagement and education for County of Monterey Behavioral Health Bureau's Mental Health Services Act (MHSA) Innovation and Prevention and Early Intervention (PEI) programming, for a maximum County obligation of $277,000 for the retroactive term of October 15, 2023 through June 30, 2024.

SUMMARY/DISCUSSION

On September 27, 2018, the County of Monterey Behavioral Health Bureau received approval from the Mental Health Services Oversight and Accountability Commission (MHSOAC) for the "Screening to Timely Access" MHSA Innovation Plan. This Innovation Plan aims to increase access to mental health services by underserved populations. This agreement with Community Foundation for Monterey County will leverage their Community Health Worker program to reach underserved populations throughout the county, providing access to the WellScreen Monterey mental health screening and referral tool developed as part of the "Screening to Timely Access" plan. Furthermore, this agreement will utilize associated MHSA Innovation funding that may be subject to reversion to the State if not fully expended before December 31, 2023.

Additionally, in FY 2023-24, MHSA PEI revenues are higher than budgeted and this agency has capacity to utilize MHSA PEI funding to promote and make referrals to MHSA PEI funded programming offered through the County of Monterey.

The Director of Health Services recommends the approval of this nonstandard agreement and its nonstandard terms, including the waiving of the County's standard indemnification language. The Office of County Counsel and Risk-Management do not approve the waiving of this provision; however, the Department of Health is willing to bear the potential risks.

This work supports the Monterey County Health Department 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 provision of health care when otherwise unavailable.

This agreement is late in being presented to your Board due to the need for allocating MHSA Innovation funds for expenditure prior to December 31, 2023 to avoid reversion to the State.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by MHSA INN and PEI Funds. The funds for this Agreement for FY2023-24 ($277,000) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 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: Wesley Schweikhard, Management Analyst II, 755-4856

Approved by:

_____Date:_____

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

Attachment:
Board Report
Agreement

DocuSign Envelope ID: 02825C73-02DF-491D-83F8-D237AE986FBB

County of Monterey

Board Report

Legistar File Number: A 23-583

Item No.43

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

January 09, 2024

Introduced: 12/19/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute a new Non-Standard Agreement between the County of Monterey and Community Foundation for Monterey County for the provision of community outreach, engagement and education for County of Monterey Behavioral Health Bureau's Mental Health Services Act (MHSA) Innovation and Prevention and Early Intervention (PEI) programming, for a maximum County obligation of $277,000 for the retroactive term of October 15, 2023 through June 30, 2024.

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DocuSign Envelope ID: 02825C73-02DF-491D-83F8-D237AE986FBB

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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: Wesley Schweikhard, Management Analyst II, 755-4856

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:53 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526 On behalf of Elsa Mendoza Jimenez

DocuSign Envelope ID: 02825C73-02DF-491D-83F8-D237AE986FBB

Attachment:
Board Report
Agreement

DocuSign Envelope ID: EA460DE4-DB58-4E5B-9B3F-240533F334A3

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:

Community Foundation for Monterey County,

(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: Community outreach, engagement and education for County of Monterey Behavioral Health Bureau's Mental Health Services Act (MHSA) Innovation and Prevention and Early Intervention (PEI) programming.

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: $ 277,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 15, 2023 **to** June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY
EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT D: COST REIMBURSMENT FORM

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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:~~

DS DB
Contractor
DS Amy
County

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

9.0 INSURANCE REQUIREMENTS:

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:**
Kathryn Eckert	Dan Baldwin
Name and Title	Name and Title
1270 Natividad Rd., Salinas, CA 93906	2354 Garden Rd., Monterey, CA 93940
Address	Address
(831) 755-4580	(831) 375-9712 x115
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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 12/19/2023 | 1:51 PM PST

By:
Department Head (if applicable)

Date:

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

By: DocuSigned by: Shane Eben Strong 6624564F383643C...
Office of the County Counsel

Date: 12/19/2023 | 10:09 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E65787545AE...
Auditor/Controller

Date: 12/19/2023 | 1:35 PM PST

By:
Risk Management

Date:

CONTRACTOR

Community Foundation for Monterey County
Contractor/Business Name *

By: DocuSigned by: Dan Baldwin 7838FAC40C6C4BE...
(Signature of Chair, President, or Vice-President)

Dan Baldwin, CEO/President
Name and Title

Date: 12/13/2023 | 8:08 AM PST

By: DocuSigned by: Kim Drabner BDDB43359CED46E...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Kim Drabner, VP of Finance & Human Resources
Name and Title

Date: 12/19/2023 | 9:39 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

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EXHIBIT A: SCOPE OF SERVICES / PAYMENT PROVISIONS

Agreement by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Community Foundation for Monterey County, hereinafter referred to as "CONTRACTOR"

I. PURPOSE: The purpose of the funding provided by COUNTY to CONTRACTOR is to provide fiscal support to Community Health Workers (CHWs) with the several identified Community-Based Organizations (CBOs) and work collaboratively across the participating organizations to conduct outreach, screening and education on behavioral health conditions and make connections to resources for hard-to-reach communities most disparately impacted by environmental and other conditions that negatively impact health outcomes, including behavioral health conditions. Funding will assist the CONTRACTOR with operational costs associated with the project.

A Coordination Team consisting of a representative(s) from Monterey County Health Department and Community Foundation for Monterey County will work closely together on the project coordination and implementation of the proposed strategies to ensure alignment with existing programs and services and that participating Community Based Organizations (CBO's) have supports to implement the project.

II. SCOPE OF WORK:

A. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Attend and require funded CBO's CHW Coordinators to attend the COUNTY's monthly coordination meetings. Attendance and participation in the monthly coordination meetings will ensure effective coordination of access to resources and deployment of CHW's to high impact area.

2. Provide support staff to coordinate daily functioning of Community Health Worker (CHW) program that will deploy CHWs to reach individuals and families living in regions of the County where there is disproportionate impact on mental health conditions;

3. Coordination and provision of monthly reports to County on community needs, challenges and access barriers identified by CHW partner CBOs in accessing behavioral health care;

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4. Work with the Coordination Team to continue identifying and holding CHW training and continued education opportunities; and

5. When applicable based on need and outreach efforts, use the WellScreen Monterey application to help residents screen for mental health and substance use disorders, including use of web-enabled devices provided by COUNTY to assist people in using the tool. CHW's will distribute print materials provided by COUNTY(e.g., posters, brochures, and business cards with QR codes linked to website) in locations that are accessible and utilized by residents in regions of the County where there is disproportionate impact on mental health conditions. CHW's will also distribute and track web-enabled devices to appropriate locations that will garner public attention and interest to utilize the WellScreen Monterey tool.

6. CHW's will support the COUNTY's Community Program Planning Process (CPPP) for the Mental Health Services Act through outreach and engage residents to provide input and complete surveys for the CPPP.

B. REPORTING REQUIREMENTS

1. CONTRACTOR shall conduct data collection according to the evaluation plan provided by the COUNTY in accordance with the Mental Health Services Act (MHSA) Funding requirements. Provide quarterly reports in the following categories which include, but are not limited to:

    a) Number of people reached through outreach strategies

    b) Demographics of people who have 1:1 interactions with the CHW's around WellScreen, CPPP surveys and for referrals to behavioral health care

    c) Anecdotal progress reports as shared by Stories from the Field: outcomes from solutions to identified barriers and challenges

    d) Progress reports on coordination of WellScreen marketing and communication resources and supports

    e) Any other data elements the County deems necessary for the purposes of monitoring, evaluation, and compliance with the MHSA or any other relevant federal, state, or local regulations and requirements.

2. CONTRACTOR shall adhere to all applicable federal, state, and local laws and regulations concerning the protection, use, and disclosure of the data, including but not limited to, the Health Insurance Portability and

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Accountability Act (HIPAA), and the standards and requirements set forth by the MHSOAC.

3. All data must be submitted in the format, timeframe, and manner prescribed by the County. CONTRACTOR is responsible for ensuring the accuracy, completeness, and timeliness of all data submitted.

4. CONTRACTOR shall promptly notify the County of any issues or delays in submitting the required data and provide a plan for timely resolution of such issues.

5. CONTRACTOR acknowledges that data submitted under this section may be used by the County for the purposes of reporting to state and federal agencies, informing public policy, improving service delivery, and promoting transparency and accountability in the provision of mental health services.

III. DESIGNATED CONTRACT MONITOR:

Lindsey O'Leary, Deputy Director
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 744-4302
olearylm@co.monterey.ca.us
cc: MHSA@co.monterey.ca.us

IV. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **$277,000** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR'S shall reimbursed the following negotiated rates which are subject to all cost report conditions set forth in Exhibit A and identified in the Fee Schedule table below:

Fee Schedule

Deliverable	Payment Period	Fee
Deliverable 1: Provision of WellScreen Monterey community outreach and engagement report	Oct. 15, 2023 – Oct. 31, 2023	$40,000
Deliverable 2: Provision of WellScreen Monterey community outreach and engagement report	Nov. 1, 2023 – Nov. 30, 2023	$80,000
Deliverable 3: Provision of WellScreen Monterey community outreach and engagement report	Dec. 1, 2023 – Dec. 31, 2023	$80,000

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Deliverable 4: Provision of MCBH PEI community outreach and engagement report	Jan 1, 2024 – March 31, 2024	$38,500
Deliverable 5: Provision of MCBH PEI community outreach and engagement report	April 1, 2024 – June 30, 2024	$38,500
TOTAL MAXIMUM COUNTY OBLIGATION		**$277,000**

B. There shall be no travel reimbursement allowed during this Agreement.

C. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the County of Monterey Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.

D. CONTRACTOR shall submit via email an Invoice using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:
MCHDBHFinance@co.monterey.ca.us
cc:MHSA@co.monterey.ca.us

V. CONTRACTOR'S BILLING PROCEDURES

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

B. COUNTY shall review and certify CONTRACTOR's Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

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

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IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **$277,000** for services rendered under this Agreement for the period of **October 15, 2023 to June 30, 2024**

B. Maximum Liability Amount:

TERM	AMOUNT
Oct. 15, 2023 – June 30, 2024	$277,000
MAXIMUM COUNTY OBLIGATION	$277,000

C. Funding Source:

FUNDING SOURCE	TERM	AMOUNT
MHSA INN	Oct 15, 2023 – Dec. 31, 2023	$200,000
MHSA PEI	Jan. 1, 2024 – June 30, 2024	$77,000

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EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.

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- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate

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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.

	Community Foundation of Monterey County Contractor (Organization Name)
DocuSigned by: Dan Baldwin 7838EAC10C6C4BE...	Dan Baldwin
Signature of Authorized Representative (*printed*)	Name of Authorized Representative
12/13/2023 | 8:08 AM PST	President/CEO
Date	Title of Authorized Representative

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EXHIBIT C: 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 **Community Foundation for Monterey County** ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for CoveredEntity that involve the Use and Disclosure of Protected Health Information ("PHI") that iscreated, 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"), andtheir 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 ofElectronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A andC (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 termsand 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:

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AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 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 ofthe 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 accesslaw (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 careto an individual or the past, present or future payment for the provision of health care to anindividual; (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 servicesagreement "(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

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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 administrationof 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 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 personis aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and stateauthorities, 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) anyUse 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. Suchnotice shall be provided within five (5) business days of Business Associate's discovery ofsuch 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 writtenreport 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

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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 Associateshall 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 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 benotified (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 (whichmay 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 thosethat apply to Business Associate pursuant to this BAA. Upon request, Business Associateshall 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 BusinessAssociate provided to the Secretary. In addition, Business Associate shall promptly makeavailable to Covered Entity such practices, records, books, agreements, policies andprocedures relating to the Use and Disclosure of PHI for purposes of determining whetherBusiness Associate has complied with this BAA or maintains adequate security safeguards,upon reasonable request by Covered Entity. The fact that Covered Entity

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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 suchDisclosure 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 Disclosuresof the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. Ata 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 descriptionof 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 shallimplement 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 thisBAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and requestfrom 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) daysof 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 ofits 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

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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 possibleand in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 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 lawto 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 Disclosuresof 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 reviewthe 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 PrivacyPractices 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

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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. Certainprovisions 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) daysof Business Associate's receipt of written notice of such breach, if the breach is not curedto the satisfaction of Covered Entity.

4.3 **Automatic Termination**. This BAA shall automatically terminate withoutany further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate havingthis 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 returnedor securely destroyed, and no copies retained, upon Covered Entity's request. To the extentit is not feasible for Business Associate to return or destroy any portion of the PHI, BusinessAssociate 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 thatPHI 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) limitfurther 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 Sections2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHIretained 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 extentthat 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 revisedobligations. Further, no provision of this

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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, orliabilities 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:

Community Foundation for Monterey County
Attn: Dan Baldwin
2354 Garden Rd.
Monterey, CA 93940
(831) 375-9712 x115
Fax: (831) 375-4731
Email: danb@cfmco.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 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 sentby 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.

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5.7 Choice of Law; Interpretation. This BAA shall be governed by the lawsof the State of California. Any ambiguities in this BAA shall be resolved in a manner thatallows 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 fromany claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurredby 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 CaliforniaConfidentiality 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 ofpersonnel 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 independentof, 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 orinformal, 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 automaticallybe 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 anda 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 BusinessAssociate 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, costsexpenses, fines, and compliance costs arising from a breach of the obligations of BusinessAssociate, 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 CoveredEntity 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

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becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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: Dan Baldwin 7838FAC10C6C4BE...	By: DocuSigned by: C7A30BA59CA8423...
Print Name: Dan Baldwin	Print Name: **Elsa M. Jimenez**
Print Title: President/CEO	Print Title: **Director of Health Services**
Date: 12/13/2023 | 8:08 AM PST	Date: 12/19/2023 | 10:06 AM PST

DocuSign Envelope ID: EA460DE4-DB58-4E5B-9B3F-240533F334A3

EXHIBIT D: COST REIMBURSEMENT FORM

COST REIMBURSEMENT INVOICE FORM — **Monterey County Behavioral Health**

Contractor :	The Community Foundation for Monterey County	**Invoice Number :**	
Address Line 1	2345 Garden Rd., Monterey, CA 93940	**County PO No.:**	
Address Line 2		**Invoice Period :**	
Tel. No.:	(831) 375-9712		
Fax No.:			
Contract Term:	October 15, 2023 - June 30, 2024	**Final Invoice** (Check if Yes)	
BH Division :	MHSA - INN; MHSA - PEI	BH Control Number	

Rates of Payment	Term: FY 2023/24	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
Deliverable 1-3: Provision of WellScreen Monterey community outreach and engagement report	FY2023/24	$ 200,000.00				
Deliverable 4-5: Provision of MCBH PEI community outreach and engagement report	FY2023/24	$ 77,000.00				
TOTALS		$ 277,000.00				

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:

MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date : _____

Introduced: 12/21/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute an Agreement with CPS Solutions, LLC ("CPS") for 340B Program external audit and remote program monitoring services, for a term of February 1, 2024 through January 31, 2028, and a total agreement amount not to exceed $259,610; and
b. Accept the recommendation of the Director of Health Services to approve the non-standard provisions in the Agreement; and
c. Authorize the Director of Health Services or designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($25,961) of the agreement amount and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute an Agreement with CPS Solutions, LLC ("CPS") for 340B Program external audit and remote program monitoring services, for a term of February 1, 2024 through January 31, 2028, and a total agreement amount not to exceed $259,610; and
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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.

Clinic Services participates in the federal 340B Drug Pricing Program, which allows FQHCs to purchase eligible drugs at reduced rates for distribution to eligible patients through 340B contract pharmacy arrangements or administered to patients in clinic. Clinic Services depends on 340B savings to help increase patient access and promote health equity by reinvesting these savings into supporting the essential healthcare services that our safety net clinics provide to the underserved community.

The 340B Program is very complex and requires a deep knowledge of the program's operational and pharmacy compliance requirements, including annual certifications, program-specific billing and drug purchase requirements, policy/procedure management, and the need for ongoing, monthly audits to

verify compliance and avoid penalties and fees.

CPS Solutions, LLC (CPS) has been supporting health systems, including FQHCs and pharmacies since 1992 by evaluating internal programs and contract pharmacy relationships to improve overall program management and optimize 340B savings in a comprehensive and compliant manner.

Approval of this Agreement will allow CPS to deliver a mock HRSA 340B Audit, including corrective action support for any audit findings, and subsequently provide ongoing 340B Program support and education to Clinic Services' operational, clinical and contract pharmacy-related areas through a remote monitoring format.

This work supports one of the Monterey County Health Department's 2018-2024 Strategic Plan Initiative(s): 2. Enhance community health and safety through prevention. It also supports one or more of the ten essential public health services, specifically: 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this Agreement as to legal form. Auditor Controller has reviewed and approved as to fiscal provisions.

FINANCING:
Sufficient appropriations are available in the FY 2023-2024 Health Department Clinic Services Adopted Budget (001-4000-HEA007) to cover the costs of this agreement. This Agreement will be funded by revenues generated from Medi-Cal and Medicare. There is no financial impact to the General Fund resulting from approval of this Agreement.

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
Agreement

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Introduced: 12/21/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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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:

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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: Prisca Segovia, Management Analyst II, 755-4939

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:56 AM PST

Elsa Mendoza Jimenez, Director of Health Services, 755-4526 On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report
Agreement

DocuSign Envelope ID: CAF73DA3-C8E4-48F1-9645-610205D44D6B

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:

CPS Solutions, LLC.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

See ADDENDUM
FS
CONTRACTOR

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:

County

Provide: 340B program audit and consulting services.

2.0 PAYMENT PROVISIONS:

See ADDENDUM
FS
CONTRACTOR

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: $ 259,610.

County

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from February 1, 2024 **to** January 31, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

See ADDENDUM
FS
CONTRACTOR

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.

County

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

See ADDENDUM
FS
CONTRACTOR

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:

County

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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.

See ADDENDUM
ES
CONTRACTOR

County

~~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:

See ADDENDUM
ES
CONTRACTOR

County

~~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.

See ADDENDUM
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CONTRACTOR
County

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:

See ADDENDUM
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CONTRACTOR
County

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

9.0 INSURANCE REQUIREMENTS:

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.

See ADDENDUM
FS
CONTRACTOR
County

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:~~

See ADDENDUM
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County

~~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.

See ADDENDUM
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CONTRACTOR

County

~~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:~~

See ADDENDUM

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~~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:
Elsa Jimenez, Director of Health	Frank Segrave, Chairman and Chief Executive Officer
Name and Title	Name and Title
1270 Natividad Road, Salinas, CA 93906	OPS Solutions, LLC 655 Metro Place South, Suite 480 Dublin, OH 43017
Address	Address
831 755-4526	
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.

See ADDENDUM
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~~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.~~

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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Stacy Saetta
C0EGE4B69F444A8...
County Counsel

Date: 12/19/2023 | 3:56 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth
4E7E057875454AE...
Auditor/Controller

Date: 12/20/2023 | 3:37 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Risk Management

Date: _____

CONTRACTOR

CPS Solutions, LLC

Contractor/Business Name *

By: Frank Segrave (Nov 16, 2023 20:16 EST)

(Signature of Chair, President, or Vice-President)

Frank Segrave, Chairman and Chief Executive Officer

Name and Title

Date: Nov 16, 2023

By: Ben Hansen
Ben Hansen (Nov 17, 2023 10:07 EST)

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ben Hansen

CFO

Name and Title

Date: Nov 17, 2023

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

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ADDENDUM 1
to County of Monterey Standard Agreement ("Agreement")
by and between CPS Solutions, LLC ("Contractor"), and County of Monterey, on behalf of its Health Department ("County")

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between Contractor and County. This Addendum has the full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, Contractor and County agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

Under Section 1.0 GENERAL DESCRIPTION:

Section 1.0 is deleted in its entirety and replaced with the following:

"1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Section 4 .0** (and the Exhibits referenced therein) in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: **Provide:** 340B program audit and consulting services."

Under Section 2.0 PAYMENT PROVISIONS:

Section 2.0 is deleted in its entirety and replaced with the following:

"2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit B for the 340B Remote Monitoring Services and as set forth in Exhibit C for the 340B Continuous Readiness Services,** 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 **$259,610**."

Under Section 3.0 TERM OF AGREEMENT:

Section 3.02 is deleted in its entirety in this Agreement.

Under Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

Section 4.0 is deleted in its entirety and replaced with the following:

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"4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Addendum 1 to Agreement

Exhibit A: Other Provisions

Exhibit B: Advisory SOW #1 (Remote 340B Monitoring)

Exhibit C: Advisory Statement of Work #2 (340B Continuous Readiness Program)

Exhibit D: 340B Covered Entities

Exhibit E: BAA"

Under Section 6.0 PAYMENT CONDITIONS:

Section 6.04 is deleted in its entirety and replaced with the following:

"6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 60 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. County shall submit each such certified invoice in such undisputed amount to the County Auditor-Controller for payment within fifteen (15) days of the County's receipt of each invoice. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice by automated clearing house transfer (e.g., ACH push) to an account designated by Contractor in writing, so that in each case, payment is received by Contractor within forty-five (45) days of the County's receipt of such invoice. If the County does not pay any invoiced amount (or portion thereof, each a "**Disputed Amount**"), then County shall within fifteen (15) days of the County's receipt of each invoice send Contractor a formal dispute notice (each a "**Dispute Notice**"), which must specify in detail the Fees, and/or other amounts that the County is disputing and the reason for each Disputed Amount (with citations to the applicable provisions of this Agreement supporting County's dispute). With respect to any such dispute, the Parties shall first attempt to resolve such dispute informally. A County executive and the lead Contractor Personnel providing Services under the SOW shall attempt in good faith to resolve the dispute. In the event they are unable to resolve a dispute within ten (10) days, then either Party may refer the dispute for resolution to such individuals' superiors upon written notice to the other Party. If any Disputed

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Amount remans unpaid after ninety (90) days, CPS may suspend its Services under the Agreement until the dispute is resolved.

Under Section 7.0 TERMINATION:

Section 7.01 is deleted in its entirety and replaced with the following:

"During the term of this Agreement, the County may terminate this Agreement, or any extension of this Agreement, without cause, with at least ninety (90) written notice. 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.

Section 7.02 is deleted in its entirety and replaced as follows:

"7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon expiration of thirty (30) days' written notice to CONTRACTOR describing a breach of this Agreement that remains uncured upon expiration of such thirty (30)-day period. "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 the Agreement.

Under Section 8.0 INDEMNIFICATION:

Section 8.0 of the Agreement is deleted in its entirety and replaced with the following:

"8.0 INDEMNIFICATION:

Each Party (each the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party and such Party's 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 Indemnifying Party's negligence or willful misconduct. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors."

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Under Section 10.0 RECORDS AND CONFIDENTIALITY:

Section 10.5 is deleted in its entirety and replaced with the following:

"**10.5 Royalties and Inventions:** County shall have during the term of this Agreement a royalty-free license to use 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."

Under Section 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

Section 12.0 is deleted in its entirety from this Agreement.

Under Section 13.0 COMPLIANCE WITH APPLICABLE LAWS:

Section 13.2 is deleted in its entirety and replaced with the following:

"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. County acknowledges that such report is not legal advice and will consult its own counsel regarding applicable laws."

Under Section 15.0 NOTICES:

Section 15.0 of the Agreement is deleted in its entirety and replaced with the following:

"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:
Elsa Jimenez Director of Health	Frank Segrave Chairman and Chief Executive Officer
1270 Natividad Road Salinas, CA 93906	CPS Solutions, LLC 655 Metro Place South, Suite 450 Dublin, Ohio 43017

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WITH COPY TO:	WITH COPY TO:
Clinic Services Bureau Attn: Contracts Monitor	Leanne Ebert Murphy Executive Vice President and General Counsel
1615 Bunker Hill Way, Ste. 140 Salinas, CA 93906	CPS Solutions, LLC 655 Metro Place South, Suite 450 Dublin, Ohio 43017"

Under Section 16.0 MISCELLANEOUS PROVISIONS:

Section "16.10 Governing Law" is deleted in its entirety from this Agreement.

COUNTY OF MONTEREY

By: _____ Date: _____
(Title of Signer)

CONTRACTOR

Frank Segrave (Nov 17, 2023 19:24 EST)

By: CEO Date: Nov 16, 2023
(Title of Signer)

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

By: _____ Date: 12/20/2023 | 3:37 PM PST
Auditor-Controller

Ben Hansen
Ben Hansen (Nov 20, 2023 15:49 EST)

By: CFO Date: Nov 17, 2023
(Title of Signer)

Approved as to Legal Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

By: _____ Date: 12/19/2023 | 3:56 PM PST
Stacy L. Saetta
Chief Deputy County Counsel

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EXHIBIT A

OTHER PROVISIONS

DEFINITIONS. This "**Agreement**" refers to the County of Monterey Standard Agreement entered into between the County of Monterey, a political subdivision of the State of California ("**County**") and CPS Solutions, LLC ("**Contractor**"), as amended by that certain Addendum 1 to the Agreement between the Parties hereto (the "**Addendum**"). Certain capitalized terms are defined in the Agreement (including this **Exhibit A**) where they are used. Other capitalized terms are defined in Appendix 1 (Defined Terms) attached to this **Exhibit A**. Contractor and County are individually referred to herein as a "**Party**" and collectively as the "**Parties.**"

1. **SERVICES.**

1.1. **Services.** The Agreement (including this Exhibit A) contains the terms and conditions upon which County may procure services from Contractor and certain of Contractor Affiliates. Contractor, or its designated Affiliate, shall provide such services (collectively, the "**Services**") to County as the Parties may mutually agree upon from time to time in a written statement of work (each, an "**SOW**").

2. **OTHER SERVICE TERMS.**

2.1. **County Provided Systems.**

2.1.1. **County Provided Systems.** Unless otherwise agreed to in writing by the Parties, for each System that Contractor provides Contractor with access to in connection with the Services (collectively, the "**County Provided Systems**"), County hereby grants to Contractor and its Personnel, a non-exclusive, worldwide, unlimited user, royalty-free, irrevocable (during the term of the applicable SOW) license and right to access, use and interface with such County Provided Systems, solely in connection with the Services provided for in such SOW

2.2. **Required Consents.**

2.2.1. **Contractor Consents.** Contractor shall obtain all Required Consents necessary to enable Contractor, County, and their respective Personnel to access, use, and disclose the Contractor IP and Contractor Confidential Information that Contractor is required to disclose or provide to County per this Agreement. Contractor shall bear all costs, if any, of obtaining such Required Consents.

2.2.2. **County Consents.** County shall obtain all Required Consents necessary to enable Contractor, County, and their respective Personnel to access, use, disclose and interface with the County IP (including County Provided Systems), County Data (including all PHI and Personal Information) and County Confidential Information as necessary for each Party to exercise its rights and fulfill its responsibilities under this Agreement. County shall bear all costs, if any, of obtaining such Required Consents. If any individual (prior to or after the disclosure of PHI or Personal Information to Contractor) imposes restrictions on any access, disclosure or use of such individual's PHI or Personal Information (that are inconsistent with the rights granted in this Agreement), County shall promptly inform Contractor.

2.3. **PHI Storage.** Contractor shall not be obligated to maintain a designated record set containing PHI (within the meaning of HIPAA) or otherwise store PHI received from County, its Affiliates, or its/their patients in any Contractor Provided System or otherwise retain such PHI. Contractor's use of County PHI is governed by that certain Business Associate Agreement, effective as of the effective date of this Agreement, between the Parties (the "**BAA**").

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3. INTELLECTUAL PROPERTY RIGHTS.

3.1. **County IP Rights.** Contractor acknowledges that County, its Affiliates or its/their licensors claim ownership of the County IP. Further, except as expressly otherwise stated in this Agreement: (a) this Agreement is not a license or assignment of any right, title, or interest in the County IP; (b) Contractor shall not: (i) represent, in any manner, that it has any ownership or other interest in the County IP, or (ii) use or disclose the County IP; except in connection with performing the Services, and (c) Contractor's permitted use of County IP is limited to the term of the SOW(s) for which it was provided or made available and upon termination or expiration of such SOW(s), Contractor shall promptly cease all use of such County IP.

3.2. **Contractor IP Rights.**

3.2.1. **County Acknowledgement.** County acknowledges that Contractor, its Affiliates or its/their licensors claim ownership of the Contractor IP. Further, except as expressly otherwise stated in this Agreement: (a) this Agreement is not a license or assignment of any right, title, or interest in the Contractor IP; (b) County shall not: (i) represent, in any manner, that it has any ownership or other interest in the Contractor IP, or (ii) use or disclose the Contractor IP except in connection with its receipt of the Services; and (c) County's permitted use of Contractor IP is limited to the term of the SOW(s) for which it was provided or made available and upon termination or expiration of such SOW(s), County shall promptly cease all use of such Contractor IP.

3.2.2. **License to County.** Subject only to the licenses granted in this Agreement, title to Contractor IP and Contractor Confidential Information will not be affected by this Agreement and will at all times remain with Contractor or the applicable third-party licensor. To the extent reasonably required to permit County and its Personnel to fully and completely use and receive the benefit of the Services and Work Products (during the term of the applicable SOW) and the Deliverables (during and after such term), Contractor hereby grants to County a United States-only, royalty-free (subject only to the Fees, Reimbursed Costs and other amounts due under this Agreement), multi-site, enterprise-wide, irrevocable (except as otherwise provided herein), non-exclusive right and license to copy, access, use all Contractor IP and Contractor Confidential Information incorporated in such Work Product or Deliverable solely in connection with County's use of such Work Product or Deliverable in accordance with this Agreement, to the same extent as if County were the sole owner thereof, without an obligation to account to Contractor.

3.3. **Ownership.**

3.3.1. **Work Products.** Subject only to Section 10.5 (Royalties and Inventions) in the Addendum and Section 3.3.2 (Deliverables) below, title to all Work Products will not be affected by this Agreement and will at all times remain with Contractor (or Contractor's licensor). Contractor hereby grants to County during the term of the applicable SOW a United States-only, royalty-free (subject only to the Fees, Reimbursed Costs and other amounts due under this Agreement), multi-site, enterprise-wide, revocable, non-exclusive right and license to copy, access, and use, in each case, solely in connection with the portion of County's business for which the applicable Services are being provided, all Work Products delivered to County (but only in the form delivered to County).

3.3.2. **Deliverables.** The Parties agree that: (a) any copyrightable aspects of Deliverables shall be "works made for hire" to the fullest extent permitted by Applicable Law; and (b) Contractor hereby assigns to County, upon payment in full for such Deliverable(s), Contractor's worldwide right, title, and interest in such Deliverable(s). Contractor shall promptly execute any documents that County may reasonably request from time to time to give effect to the provisions of this Section 4.3.2.

3.3.3. **Aggregation License.** County acknowledges that Contractor is capable of aggregating information from multiple clients and to use that information to improve decision guidance provided by the

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Contractor to Contractor's clients. Therefore, notwithstanding any other provision of this Agreement, County hereby grants to Contractor an Aggregation License to all County Data, and other information (other than PHI and Personal Information) disclosed to Contractor by, or on behalf of, County in connection with the applicable SOW. If such County Data, and other information qualifies as (or Contractor modifies it to qualify as) De-Identified Non-Regulated Information; then any such De-Identified Non-Regulated Information shall be solely owned by Contractor (without any restriction).

3.3.4. **Cooperation.** To the extent that ownership of any IP or other right, title or interest in the Work Product or De-Identified Non-Regulated Information does not automatically vest in Contractor, County irrevocably assigns (and shall cause its Personnel to assign) to Contractor all right, title and interest with respect thereto, and County shall execute (and shall cause its Personnel to execute) such further assignments and other documents as Contractor may reasonably request to document Contractor's ownership.

4. REPRESENTATIONS, WARRANTIES, COVENANTS AND RETAINED RESPONSIBILITIES.

4.1. **Contractor's Additional Representations.** Contractor further represents, as of the Effective Date of this Agreement, and warrants and covenants during the term of each SOW, to County that: (a) the Services will: (1) be performed by qualified Personnel; (2) be performed in a good and workman-like manner, consistent with industry standards; provided, however, that the foregoing shall not alter any particular standard or criteria for performance expressly set forth in this Agreement; (3) conform to the provisions of this Agreement; and (4) not violate or infringe upon the IP rights of third parties, subject to County's obligation to obtain the Required Consents for County Provided Systems; and (b) to Contractor's knowledge, neither Contractor nor its Personnel performing Services under this Agreement have been excluded, nor, to Contractor's knowledge, is it about to be excluded from participation in any "Federal Healthcare Program" (as defined below). Contractor agrees to notify County within ten (10) business days of Contractor's receipt of a notice of intent to exclude or actual notice of exclusion of Contractor or any Contractor Personnel performing Services under this Agreement from any such program. The listing of Contractor or such Contractor Personnel on the Office of Inspector General's List of Excluded Individuals and Entities, the General Services Administration's System for Award Management Excluded Parties List System, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this Section. If Contractor is excluded from any Federal Healthcare Program, such exclusion shall be deemed a material breach of this Agreement by Contractor. For the purpose of this paragraph, the term "**Federal Healthcare Program**" means the Medicare program, the Medicaid program, TRICARE, any healthcare program of the Department of Veteran Affairs, the Maternal and Child Health Services Block Grant program, any state children's health insurance program, or any similar program. If such Contractor Personnel is excluded from such programs, Contractor will replace that person within a reasonable time.

4.2. **County's Additional Representations.** County further represents, as of the Effective Date of this Agreement, and warrants and covenants during the term of each SOW, to Contractor that: (a) County shall comply with all standards required for accreditation by the accreditation organization which accredits County (e.g., The Joint Commission), as well as all applicable state board of pharmacy standards, CMS Standards and state and/or local department of health standards pertaining to the County's operations, including any related pharmaceutical services performed by County at each of the 340B Covered Entities. County shall provide Contractor and Contractor Personnel with the administrative support that is reasonably necessary to ensure that County complies with the foregoing requirements; (b) Contractor's use of the County Provided Systems in accordance with this Agreement, will not violate any third party's IP rights; and (c) County shall provide a safe and secure working environment for each Contractor Personnel and County Personnel who is providing Services at one or more County 340B Covered Entities. In addition, for all Contractor Personnel based at one or more 340B Covered Entities, County is responsible for providing all appropriate training to such Personnel regarding safety and compliance with County's HIPAA/PHI, Personal Information and data/privacy security requirements as well as all such other training that County is required to provide to its own Personnel, in each case, in accordance with industry standards and Applicable Law.

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4.3. **County-Retained Responsibilities.** Notwithstanding any other provision of this Agreement:

4.3.1. **Overall Responsibility.** County is ultimately responsible for the operation of each of the 340B Covered Entities, for securing, paying for and maintaining all necessary licenses for its operations, the results of its operations, and for monitoring compliance of its operations (including those supervised by Contractor). County's actions and omissions are within the sole discretion of County. This Agreement does not transfer compliance or regulatory responsibility to Contractor, and County retains sole responsibility for ensuring that County and its operations comply with all Applicable Laws (including securing all required business associate agreements). As such, Contractor, its Affiliates and their Personnel shall not be liable for actions or omission by County as a result of County accepting or rejecting any Contractor recommendation; however, subject to the foregoing and Section 4.3.3 (Policy and Procedure Manual) below, Contractor remains liable for any negligent acts or omissions or breaches of this Agreement by Contractor. County retains sole responsibility for the implementation of County's 340B Program, including its 340B Program's compliance with all Applicable Laws.

4.3.2. **Managed Operations.** Contractor will only have responsibility for the County's operations that Contractor has agreed in a SOW to manage and then only to the limited extent set forth therein. Further, County agrees that County, not Contractor, shall have sole liability for County's operations prior to the date that Contractor has taken over the management of such operations. Except as expressly set forth in this Agreement, County retains all responsibility and authority for the County operations supported by the Services, including: (a) the management of County's operations, Systems and County's Personnel; (b) County's obligations set forth herein; (c) the performance of all actions that constitute the clinical practice of medicine, including the provision of patient care and the use of Pharmaceutical Products; (d) making all decisions that require clinical judgment, including all decisions regarding the choice of which Pharmaceutical Products to provide to patients and other decisions regarding and affecting the quality, availability, accessibility and affordability of care to patients; and (e) providing all Personnel, financial support and other resources needed for County operations. For the avoidance of doubt, the Parties agree that: (x) nothing in this Agreement shall be construed to delegate to Contractor any such County-retained responsibility or any other obligation that may only be held or exercised by County under Applicable Law, and (y) the Services provided by Contractor's licensed pharmacists do not constitute the clinical practice of medicine or other clinical services.

4.3.3. **Policy and Procedure Manual.** County retains primary and ultimate responsibility for the development, implementation, approval, and ongoing updating and modification of necessary and appropriate policies and procedures manuals (including all reasonable and appropriate disaster recovery, back-up and emergency procedures) that meet the requirements of all Applicable Law for County's operations, including those operations supported by the Services (the "**Policy and Procedure Manual**" or "**PPM**"). To the extent provided for in a SOW, Contractor may provide non-legal recommendations and/or other advice to County regarding the development, implementation and/or modification of County's PPM; however, County retains primary and ultimate responsibility for its Policy and Procedure Manual. Further, County is responsible for obtaining any internal, regulatory or other external third-party approvals required for its PPM and any modifications thereto. County's Policy and Procedure Manual (in its present or revised form) shall not be deemed to be an Amendment to this Agreement and shall not alter Contractor's obligations under this Agreement. Prior to the commencement of any Services, or as promptly as practicable, County shall provide to Contractor a copy of its PPM (or portion thereof) applicable to the Services (e.g., those related to its 340B Program). Further, County shall provide Contractor with thirty (30) days' prior written notice of any proposed changes to the PPM that would have a significant impact on Contractor's provision of Services under any SOW. Contractor will promptly review the PPM and any proposed modifications thereto, as applicable, to assess their impact upon the Services under the applicable SOW, and either Party may propose an Amendment to this Agreement that addresses any changes and additional Fees or Reimbursed Costs that are appropriate given the proposed change to the PPM's impact on the Services. Notwithstanding anything to the contrary in this Agreement, Contractor will not be

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obligated to abide by any PPM or any proposed revision thereto until Contractor has agreed in writing to accept such PPM (or change thereto) and, in each such case, Contractor may condition its acceptance upon County and Contractor having first executed a mutually acceptable Amendment.

4.3.4. **Committees**. County retains sole responsibility for the creation and management of all County committees (e.g., P&T committee) and all decisions taken by such committees. To the extent set forth in the applicable SOW, Contractor shall participate in pharmacy, therapeutics committees and/or other appropriate County committees, provided that Contractor's Personnel shall not be voting member(s) of such committees.

4.3.5. **Pricing**. County shall be solely responsible for establishing prices charged to patients or patients' payers for Pharmaceuticals Products or related services provided by County.

4.3.6. **Billing and Collections**. County shall be solely responsible, and Contractor shall have no responsibility for, County's billing and collection functions or operations, including the following: (i) contracting with third-party insurance carriers/payers; (ii) determining which patients qualify for charitable care, (iii) any uncollected amounts, overpayments, or repayments, and/or unpaid claims (e.g., collection write-offs, cash collection shortages, rejects, denials and other adjustments); or (iv) payment of expenses incurred in connection therewith.

4.3.7. **Security**. County retains sole responsibility for designing, implementing, maintaining and enhancing the methods, protocols and other measures necessary to protect the security of County Provided Systems, County's 340B Covered Entities, including any Contractor property at such 340B Covered Entities and County Confidential Information, including PHI and Personal Information of County's Personnel and County's customers.

4.3.8. **Data Integrity**. County is solely responsible for the accuracy, completeness, and appropriateness of all County Data.

4.3.9. **Operational Issues**. When Contractor is making Pharmaceutical Products purchasing recommendations under an SOW, Contractor will do so in good faith and will endeavor to only recommend changing from one product to another when such items are therapeutically equivalent or substitutable; however, County is ultimately responsible for making such clinical judgements. Except where Contractor Personnel are personally dispensing Pharmaceutical Products to a patient (in their role as a licensed pharmacist), County acknowledges and agrees that County is solely responsible for the handling, dispensing, sterilization, packaging and administering Pharmaceutical Products to patients or other third parties. Contractor, its Affiliates and their Personnel are not responsible or liable for any supply errors, missing Pharmaceutical Products or other claims, in whole or in part, resulting from: (a) any physician error (including the failure to order, if any, appropriate Pharmaceutical Products, therapy interventions, or any distribution of such Pharmaceutical Products after they have left Contractor's custody); or (b) any failure of County to have or maintain adequate policies and procedures or any failure of County Personnel to follow County's PPM. Contractor, its Affiliates and their Personnel are not responsible for any act or omission by Contractor Personnel done in compliance with the County's PPM.

4.4. **DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES MADE BY EITHER PARTY, AND ALL IMPLIED WARRANTIES AND COVENANTS (OTHER THAN THE DUTY OF GOOD FAITH, BUT EXPRESSLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) ARE HEREBY DISCLAIMED. FURTHER ANY SYSTEMS PROVIDED BY CONTRACTOR (INCLUDING THE CONTRACTOR CONTENT THEREIN) ARE PROVIDED BY CONTRACTOR "AS IS" AND "AS AVAILABLE" AND CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT SUCH SYSTEMS OR CONTRACTOR**

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CONTENT WILL OPERATE ERROR-FREE, OR WITHOUT INTERRUPTION; NOR THAT THEY ARE SUITABLE TO OPERATE IN COMBINATION WITH ANY OTHER SYSTEMS COUNTY MAY HAVE. FURTHER, THE PARTIES AGREE THAT THEY HAVE NOT RELIED ON ANY REPRESENTATIONS NOT SET FORTH IN THIS AGREEMENT AND THAT SUCH RELIANCE WOULD NOT BE REASONABLE.

5. **LIMITATION OF LIABILITY.**

5.1. **LIMITATIONS. SUBJECT TO SECTION 5.3 (EXCLUSIONS) BELOW, NEITHER PARTY (NOR SUCH PARTY'S AFFILIATES AND THEIR RELATED PERSONS) SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE BAA OR THE PERFORMANCE, OMISSION OF PERFORMANCE, OR TERMINATION HEREOF, WITHOUT REGARD TO THE NATURE OF THE CLAIM (E.G., BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE MAXIMUM, CUMULATIVE, AND AGGREGATE LIABILITY OF EACH PARTY (TOGETHER WITH, ITS AFFILIATES AND THEIR RELATED PERSONS), IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE BAA, SHALL NOT EXCEED THE GREATER OF: (A) THE AGGREGATE AMOUNT OF ALL FEES PAID BY CLIENT TO CONTRACTOR FOR ALL SERVICES UNDER THE APPLICABLE SOW DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO ANY SUCH LIABILITY, AND (B) TWO MILLION DOLLARS ($2,000,000).**

5.2. **Exclusions**. The limitations and caps on liability in this Section (Limitation of Liability) shall not apply to: (a) any loss covered by insurance that a Party is required to have under this Agreement (including losses which would have been covered by such insurance, but for a Party's failure to have the required insurance coverage); (b) breaches by County of its obligations under Section (Restriction on County's Use), above; (c) amounts owed by County under this Agreement (e.g., Fees, Reimbursed Costs), and profits Contractor would have earned but for a breach of this Agreement by County, and (d) damages that cannot be disclaimed or limited as a matter of law.

6. **SURVIVAL**. Any terms of this Agreement that would, by their nature, survive the termination or expiration of this Agreement shall so survive.

7. **CHANGE ORDER PROCEDURE**. Contractor is under no obligation to provide services, expand hours of service, add Personnel, programs or other resources to County that are outside the scope of any signed SOW ("**Out of Scope**"). Either Party may request changes to an existing SOW, at any time, by providing written notice to the other Party. Absent the execution of an Amendment, the Parties shall fulfill their obligations under this Agreement without change.

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Appendix 1

Defined Terms

"**340B Covered Entity**" or "**340B Covered Entities**" means, as applicable, one or more of County and/or a County Affiliate that is participating in County's 340B Program as identified on **Exhibit D** to the Agreement.

"**340B Program**" means County's program for participating in the pricing program authorized by the 340B Statute.

"**340B Statute**" means Section 340B of the Public Health Service Act, as amended and codified at 42 U.S.C. § 256b.

"**Affiliate**" means, with respect to each Party, any individual or entity (e.g., a corporation, LLC, etc.) that, at the applicable time, directly or indirectly controls, is controlled with or by or is under common control with a Party.

"**Aggregation License**" means a perpetual, unrestricted, worldwide, royalty-free, multi-site, enterprise-wide, irrevocable, non-exclusive right and license to Contractor, permitting Contractor to copy, use, modify, disclose and sub-license all information, ideas, data or other property subject to this license (and all IP related thereto) for purposes of Contractor's and its Affiliates' internal analysis and its/their other business purposes to the same extent as if Contractor were the sole owner thereof and without an obligation to account to County; provided that Contractor will not disclose to third parties (except Contractor Personnel acting on behalf of Contractor) information subject to an Aggregation License unless such property qualifies as De-Identified Non-Regulated Information.

"**County Data**" means any of County or its Affiliates' confidential data (including Personal Information and PHI) or other proprietary information, including Purchasing Data, that Contractor or Contractor Personnel have access to in the performance of Contractor's obligations under this Agreement (including such data of County and its Affiliates that is created, generated, collected or processed by Contractor as part of the Services), including derivatives of foregoing.

"**County IP**" means the IP (including County Provided Systems) that County or its Affiliates own or license, including derivates of the foregoing.

"**County Provided Systems**" means all County Systems that Contractor is entitled to access under this Agreement (e.g., County's electronic medical record system).

"**County Systems**" means all Systems owned, licensed or otherwise obtained by County; including all County Provided Systems and Systems that are only used internally by County Personnel (e.g., County's human resource Systems).

"**Confidential Information**" means a Party and its Affiliates' financial data, requests for proposals, project plans, IT strategies, forecasts, operational processes and procedures, business methods, Systems (including all documentation, code and specifications), products, processes, inventions, methods, trade secrets, information (including Personal Information and PHI) as to vendors, employees, patients and customers, pricing information, or other confidential data, and such other information that the Receiving Party is aware that the Disclosing Party treats as confidential or proprietary. County's "Confidential Information" includes County Data. Contractor's Confidential Information includes Contractor Content.

"**Connectivity Standards**" means all applicable standards under HIPAA and other Applicable Laws for the transmission of PHI between two (2) Systems, as they may be updated from time to time, including,

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unless otherwise agreed to by the Parties in writing, meeting the Health Level 7 standards, including all those adopted by U.S. Department of Health and Human Services, from time to time.

"**Contract Year**" means, for each SOW, the first twelve (12) months commencing on the later of the SOW's effective date or the Go-Live Date, if any, set forth in such SOW (the "1st Contract Year") and each consecutive twelve-month period thereafter (e.g., the "2nd Contract Year", the "3rd Contract Year").

"**Contractor IP**" means (a) any pre-existing IP that Contractor or its Affiliates created, owned or licensed prior to Contractor's retention by County, (b) all Work Products and De-Identified Non-Regulated Information (c) any other IP that Contractor or its Affiliates develop without using or referencing County's IP or County's Confidential Information, (d) any IP developed by Contractor or its Affiliates in the course of providing Services to its/their other clients, and (e) any IP Contractor and its Affiliates license from a third-party.

"**Contractor Systems**" means all Systems owned, licensed or otherwise obtained by Contractor.

"**De-Identified Non-Regulated Information**" means any all information, ideas, data or other property (and all related IP) provide by or on behalf of County (other than Personal Information and PHI) from which Contractor has removed any reference to County, its vendors, and its Personnel.

"**Deliverables**" means only those materials which Contractor is obligated to create or modify under a SOW and that is identified as a "Deliverable" in a given SOW; provided that Contractor Confidential Information and Contractor IP shall never be deemed to be Deliverables.

"**Go-Live Date**" has the meaning, if any, set forth in the applicable SOW.

"**HIPAA**" means collectively, the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act of 2009 (Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005), and their related regulations (45 CFR Parts 160, 162, and 164)), as each are amended from time to time.

"**IP**" means any patents applications, trademarks, service marks, copyrights (and applications for each of the foregoing), tradenames, trade dress, know-how, processes, methods, designs, industrial design rights, mask works, trade secrets, moral rights, inventions and technology (whether or not patentable), Confidential Information and other proprietary information, domain names, software, databases and other collections and compilations of data, rights of publicity and privacy, and other intellectual property to which rights are conferred by contract or by any Applicable Law.

"**Medical Staff**" means County's licensed medical professionals (e.g., physicians, nurses, therapists).

"**Merchandise**" means products, other than Pharmaceutical Products, which are purchased for sale at County's 340B Covered Entities.

"**Personal Information**" means personally identifiable information and other information of individuals that is protected under Applicable Law (e.g., the California Consumer Privacy Act); but does not include PHI to the extent such information is solely protected under HIPAA.

"**Personnel**" means the directors, officers, employees, partners, agents, advisers, suppliers, independent contractors, and subcontractors of a Party and its Affiliates or of another entity, as applicable, provided that the Personnel of Contractor and its Affiliates shall not be deemed to be Personnel of County.

"**Pharmaceutical Product(s)**" means all drugs, biologics and other pharmaceuticals. all devices (e.g., nebulizers, hip replacements), durable medical equipment (e.g., walkers, canes), and supplies (e.g., syringes, intravenous tubbing) used in connection therewith or in connection with any Services that Contractor provides.

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"**PHI**" means the "protected health information" (as that term is defined by HIPAA) but is limited to such information that Contractor creates, receives, stores, maintains, processes or transmits on behalf of County in connection with Contractor's provision of Services in accordance with this Agreement.

"**Purchasing Data**" means all purchasing information (e.g., quantities, prices, discounts) related to Pharmaceutical Products, Merchandise and other purchases made by or on behalf of County and its Affiliates.

"**Required Consents**" means any consents, HIPAA Authorizations (as defined in HIPAA) or other permissions, approvals or agreement required for a Party, its Affiliates and its/their Personnel, to (as permitted herein): receive, use, copy, modify, disclose or interface any Contractor Provided System, County Provided System, any other System, any IP, any Confidential Information, including Purchasing Data, PHI and Personal Information, or other applicable property of the other Party or its Affiliates in connection with this Agreement.

"**Shared Resources**" means Contractor Personnel that provide services, remotely and/or on site, to multiple Contractor clients.

"**System**" means any hardware, software, electronic data storage system, algorithms, voice or data circuit, telephony system (e.g., an interactive voice response unit), other network components and resources, and all other electronic or information technology systems. The term System includes pharmacy specific equipment, such as automated pill dispensers, etc.

"**Work Products**" means all ideas, concepts, works, inventions, information, data, software and other materials which Contractor delivers (or is obligated to delivered), and which is conceived, originated, prepared, and/or generated a SOW; provided that the following shall never be deemed to be Work Products (even if it is embedded therein): (a) County Provided Systems and; (b) County Confidential Information and Contractor Confidential Information, (c) Contractor IP and County IP, and (d) Personal Information and PHI of either Party's Personnel and (e) PHI of County's patients.

End of Exhibit A

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EXHIBIT B

ADVISORY STATEMENT OF WORK #2

Remote 340B Monitoring

1. **GENERAL.**

1.1. **Introduction.** This Advisory Statement of Work #2 (this "**SOW**") is entered into by and between the County of Monterey, a political subdivision of the State of California ("**County**"), as of February 1, 2024 but only as to the specific 340B Covered Entities set forth on **Exhibit D** to the Agreement and **CPS Solutions, LLC** ("**Contractor**") on behalf of itself and for the benefit of its Affiliates, pursuant to that certain Standard Agreement dated February 1, 2024 (as amended, the "**Agreement**") between Contractor and County. This SOW will commence upon the completion of the Services set forth in that certain SOW #1 (Continuous Readiness Program) to the Agreement (the "**SOW Effective Date**").

1.2. **Definitions.** Capitalized terms that are used herein, but not defined in this SOW or the Appendices to the SOW shall have the meaning ascribed to them in the Agreement. Terms used herein but not defined herein or elsewhere in the Agreement will have the meaning ascribed to them in the 340B Statute and related guidance issued by the Health Resources and Services Administration ("**HRSA**").

1.3. **Agreement.** This SOW is governed by the terms and conditions of the Agreement (which is incorporated herein by this reference), as modified or supplemented herein. The terms of this SOW, unless expressly contrary to the Agreement, shall be deemed to supplement (rather than replace) similar provisions in the Agreement.

1.4. **Exhibits.** This SOW incorporates by reference **Exhibit A (Other Provisions)** and **Exhibit D (340B Covered Entities)** to the Agreement.

2. **TERM OF SOW.**

The term of this SOW commences on the SOW Effective Date and shall continue for a period of three (3) years.

3. **SCOPE OF SOW.**

3.1. **Overview.** Contractor will provide advisory services on a remote (non-on site basis) to County regarding County's 340B Program implemented under the federal 340B Statute, as set forth below (the "**Project Services**"). Project Services consist of remote monitoring and self-auditing of the key components of County's 340B Program set forth below throughout each Contract Year for compliance purposes as specifically set forth below for each of the 340B Covered Entities.

3.2. **340B Covered Entities.** The Project Services are only for the County's clinic and grantee site 340B Covered Entities set forth on **Exhibit D** to the Agreement, and third party pharmacies retained by one or more of the 340B Covered Entities in connection with their 340B Program (each a "**Contract Pharmacy**"); but in the case of Contract Pharmacies only as specifically set forth in this SOW.

3.3. **340B Program Compliance.** County retains full responsibility for ensuring that County's 340B Program is complaint with County's Policy and Procedure Manual and all Applicable Laws. County agrees that Contractor shall have no liability for: (a) any failure by County to comply with the foregoing

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requirements, nor (b) any failure by Contractor to detect such non-compliance provided that Contractor is otherwise in compliance with its obligations herein; in each such case, including any liability County may incur for amounts County may be obligated to make to a manufacturer or Medicaid due to an audit finding (e.g., by HRSA, external or internal auditors), nor any adverse consequences that may result from such non-compliance (e.g., termination of any contract pharmacies from the County's 340B Program or any termination of County's 340B Program).

4. SERVICES PROVIDED BY CONTRACTOR UNDER THIS SOW.

4.1. **Review**. Contractor's Shared Resources will perform the following tasks in connection with County's review and self-monitoring of County's 340B Program; provided that County provides Contractor with timely access to the relevant data and contracts. The Project Services will consist of:

4.1.1. **340B Covered Entities Pharmacy Transactions**. During each month of the Term, Contractor will:

a. Review thirty (30) 340B Program qualified administration/dispensations Targeted Transactions (as defined below) from each of the 340B Covered Entities per month for diversion, duplicate discount, and accuracy of accumulations; and

b. Review a random sample (approximately five (5) per clean site) of 340B Program qualified administrations to compare utilization with purchasing record.

"**Targeted Transactions**" means that Contractor selects transactions for review based on a targeted sample which is focused on testing of transactions which are most commonly identified as non-compliant by Contractor or where non-compliance may cause the need for significant manufacturer repayment. Targeted Transactions may include high-cost drugs, low-volume prescribers, drugs administered in procedural areas or clinics, "bulk" or multiple dose packages, and where Medicaid is the payer. Additional random claims may also be included.

4.1.2. **Contract Pharmacy Transactions**. During each month of the Term, Contractor will:

a. Review a total of thirty (30) 340B Program qualified dispensations Targeted Transactions from County's Contract Pharmacies (on an aggregate basis), per month for diversion, duplicate discount, and accuracy of accumulations.

b. Review at least one detailed invoice from each Contract Pharmacy to confirm dispense fees match those in the County's agreement with such Contract Pharmacy; provided that the total number of invoices reviewed per month shall not exceed ten (10).

c. If County makes the data and access to its third-party administrator(s) ("**TPA(s)**") available to Contractor on a timely basis, Contractor will review fallout data (non-qualified 340B Program claims) to confirm qualification settings/filters within County's TPA(s) are accurate.

4.1.3. **Medicaid Review**. County acknowledges that a number of its 340B Covered Entities carve-in Medicaid to its 340B Program.

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a. During each month of the Term, Contractor will review (approximately five) County submitted Medicaid fee-for-service ("**Medicaid FFS**") claims to: (i) verify inclusion of state-required modifiers, (ii) to identify mapping errors where the description does not match the listed national drug code ("**NDC**") or the NDC is missing, and (iii) verify correct national provider identifier ("**NPI**") for Medicaid for both in-state and out-of-state claims where applicable. County acknowledges that Contractor is not responsible for verifying that the pricing submitted with such claims is compliant with Applicable Law (e.g., State Actual Acquisition Cost billing requirements

b. During each quarter of the Term, Contractor will review the HRSA Medicaid Exclusion File ("**MEF**") for listing of appropriate NPIs and MPNs carve-in/carve-out elections.

4.1.4. **Purchasing Review**.

a. During each month of the Term, Contractor will review all of County's Pharmaceutical Product purchases during the prior month for its 340B Program to identify:

(i) any non-covered outpatient drugs, including supplies and orphan drugs where applicable; and

(ii) Direct purchases (not from County's wholesaler) to confirm that such purchases have been accounted for in County's 340B Program accumulator.

b. If County provides Contractor with timely access to County's pricing reports from the 340B Office of Pharmacy Affairs Information System ("**OPAIS**") and/or HRSA's designated prime vendor (e.g., Apexus), then during each quarter of the Term, then Contractor will review a sample (5-10 Pharmaceutical Product(s) per quarter) of each of the 340B Covered Entities' Pharmaceutical Product purchases (during the prior month for its 340B Program to confirm that the purchase price for such Pharmaceutical Product does not exceed the ceiling price listed on the above pricing reports.

4.1.5. **Quarterly OPAIS review**. If County provides Contractor with timely access to County's pricing reports from OPAIS, Contractor will perform a quarterly review of OPAIS data to confirm the following information against the information provided by County for each of the 340B Covered Entities:

a. The authorizing official and primary contact
b. The Contract Pharmacy and entity-owned pharmacy shipping addresses.

4.1.6. **Accumulator**. For each 340B Covered Entity's 340B Program accumulator, Contractor will:

a. **Monthly**. Monthly review positive and negative accumulations within County's accumulator to try to identify errors in accumulations and research the source of such accumulations.

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b. **Weekly**. Weekly review each 340B Covered Entity's charge description master to identify mapping errors where the description does not match the listed NDC or the NDC is missing.

4.1.7. **Providers.** Monthly review each 340B Covered Entity's 340B Program eligible provider list for changes, based upon updates provided by County's Medical Staff credentialing office.

4.1.8. **340B Oversight Committee Meetings.** Contractor will remotely attend quarterly meetings of County's Oversight Committee to provide updates on Contractor compliance related review findings and answer questions.

4.1.9. **340B Program Software**.

a. Join meetings/calls with County's other 340B Program related vendors, such as TPA/Split Billing Software vendor(s) as requested.

b. Manage submission of tickets to County's 340B Program software vendors and assist with management of County's relationship with its 340B Program software vendors; and

c. Generate reports, upon County's written request, from County's 340B Program software (which is a County Provided System).

4.1.10. **Other Contractor Responsibilities**. Upon request, Contractor will:

a. Provide guidance for the annual recertification process;

b. Provide guidance to County Personnel on how to develop and maintain a clinical service area crosswalk for County's 340B Program;

c. Subject to the terms and condition so the Agreement, provide guidance to County related to revisions to County's Policy and Procedure Manual;

d. In the event the County receives notice of a HRSA 340B Program audit, Contractor will provide guidance for the collection and submission of data, attend the pre-audit call with the HRSA auditor, and attend the audit remotely or onsite (with County paying for Contractor's travel expenses as Reimbursed Costs (as defined below); and

e. Provide guidance in the development of a corrective action plan, if required, following a HRSA audit.

4.2. **Review Personnel**. Contractor Services will be performed by a Contractor consultant and analyst (the "**Contractor Review Team**"). County's Personnel, including its 340B Program Personnel and other Personnel shall fully co-operate with the Contractor Review Team and assist with the Services.

4.3. **Information Exchange**.

4.3.1. County will, upon Contractor's reasonable request, provide certain documentation and data to Contractor prior to the on-site visit in order to make the visit more efficient. Contractor

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will submit the data request to County prior to the visit. County may elect to provide additional information to Contractor in advance of the visit.

4.3.2. County shall make available to the Contractor Review Team information and documents required for Contractor to conduct the Review.

4.4. **Deliverables**. Contractor will provide to the County Personnel identified by County access to Contractor's monthly written summary for each of the 340B Covered Entities of all compliance tasks reviewed, including findings and recommendations.

5. **COUNTY RESPONSIBILITIES.**

5.1. **County Contacts**. County shall designate (and provide to Contractor with contact information for) an on-site primary contact from the following County areas:

5.1.1. 340B Team or Pharmacy Team;

5.1.2. Medical Staff Credentialing;

5.1.3. Billing Department; and

5.1.4. Information Technology.

5.2. **Information Exchange**. County shall make promptly available to the Contractor Review Team:

5.2.1. Access to the portions of County's Policy and Procedure Manual that are relevant to County's 340B Program;

5.2.2. Copies of County's agreements with all of its Contract Pharmac(ies); and

5.2.3. Any other information and documents required for Contractor to perform the Services upon Contractor's request.

5.3. **County Provided Systems**. County shall provide to Contractor (as a County Provided System) a remote access connection to all relevant County Systems via a secure remote connection (utilizing a VPN acceptable to Contractor) including County's:

5.3.1. Electronic Medical Record (read only access);

5.3.2. County's Third-Party Administrator's Systems (including access to run reports);

5.3.3. Wholesaler accounts (including access to run reports);

5.3.4. County's Pharmacy application, if applicable (if separate from EMR); and

5.3.5. Other software applications that Contractor needs to complete its Services.

5.4. **Inter-Connection**. In addition, if requested by Contractor, County shall permit, and County shall cooperate with Contractor in establishing, a network connection between County's computer Systems and Contractor's Systems that meets or exceeds the Connectivity Standards. Except for

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Reimbursed Personnel time, each Party shall bear its owns costs and expenses in establishing and maintaining such connection.

6. **COMPENSATION**.

6.1. **Project Fee**. County shall pay Contractor the following fees for the Project Services under this SOW (each a "**Project Fee**").

Project Fee	Monthly Rate:	Annual NTE:
SOW Year 1	$6,400	$76,800.00
SOW Year 2	$6,400	$76,800.00
SOW Year 3	$6,400	$76,800.00

6.2. **Reimbursed Costs**. In addition to the Project Fee, County will reimburse Contractor for all reasonable travel and living expenses ("**Reimbursed Costs**") of the Contractor Review Team for all agreed upon travel. Contractor's travel expenses shall be subject to the County of Monterey's Travel Policy. A copy of the policy is available online at https://www.co.monterey.ca.us/home/showpublisheddocument/69364/636728660019670000. Prior to such reimbursement, Contractor must provide a detailed breakdown of the authorized expenses, identifying what was expended and when, and County must approve in writing all agreed upon travel. Travel expenses under this SOW shall not exceed $5,000.

6.3. **Project Billing.** Commencing fourteen (14) days after the SOW Effective Date, and then on the first of each calendar month thereafter during the term of the Agreement, Contractor will invoice County for one-twelfth (1/12) of the Project Fee (the Monthly Rate) for such Contract Year. In addition, Contractor will invoice County monthly for all Reimbursed Costs.

6.4. **Invoices**. Contractor shall submit invoices to the mail or e-mail address listed below (or such replacement address as County may designate in writing), along with appropriate supporting documentation of any Reimbursed Costs:

Mail delivery:
Monterey County Health Department
Clinic Services Bureau
1441 Schilling Place – 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:
CS_Finance@co.monterey.ca.us

County shall pay each invoice pursuant to Section 6 of the Agreement.

7. **ADDITIONAL ITEMS**.

7.1. **Out of Scope Services**. For clarity, the Parties note that the following Services are Out of Scope of this SOW:

7.1.1. Training for County Personnel;

7.1.2. Developing the meeting agenda or content for County's 340B Program Oversight Committee meetings; and

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7.1.3. Other consulting engagements for services not covered in this SOW.

End of Exhibit B

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EXHIBIT C

ADVISORY STATEMENT OF WORK #1

340B Continuous Readiness Program

1. **GENERAL.**

1.1. **Introduction**. This Advisory Statement of Work #1 (this "**SOW**") is entered into by and between the County of Monterey, a political subdivision of the State of California ("**County**"), on behalf of itself and for the benefit of its Affiliates, but only as to the specific 340B Covered Entities set forth on **Exhibit D** to the Agreement and CPS Solutions, LLC ("**Contractor**") on behalf of itself and for the benefit of its Affiliates, as of February 1, 2024 (the "**SOW Effective Date**"), pursuant to that certain Standard Agreement dated February 1, 2024 (the "**Agreement**") between Contractor and County.

1.2. **Definitions**. Capitalized terms that are used herein, but not defined in this SOW shall have the meaning ascribed to them in this Exhibit C or elsewhere in the Agreement. Additional capitalized terms are defined in this SOW and the Appendices to this SOW.

1.3. **Agreement**. This SOW is governed by the terms and conditions of the Agreement (which is incorporated herein by this reference), as modified or supplemented herein. The terms of this SOW, unless expressly contrary to the Agreement, shall be deemed to supplement (rather than replace) similar provisions in the Agreement.

1.4. **Exhibits**. This SOW incorporates by reference **Exhibit A (Other Provisions)** and **Exhibit D (340B Covered Entities)** to the Agreement.

2. **TERM OF SOW.**

The term of this SOW commences on the SOW Effective Date and shall continue for a period of one (1) year.

3. **SCOPE OF SOW.**

3.1. **Overview**. Contractor will provide advisory services to County regarding County's 340B Program implemented under the federal 340B Statute, as set forth below (the "**Project Services**"). Project Services includes evaluation of County's 340B Program, guidance, and ongoing support for each Covered Entity to perform routine monitoring and self-auditing of key components of County's 340B Program throughout the Contract Year.

3.2. **340B Covered Entities**. The Project Services are only for the 340B Covered Entities set forth on **Exhibit D** to the Agreement (340B Covered Entities).

4. **SERVICES PROVIDED BY CONTRACTOR UNDER THIS SOW.**

4.1. **Review**. Once per Contract Year, Contractor will conduct the assessment/review described below (the "**Review**") of the County's 340B Program for the 340B Covered Entities set forth on **Exhibit D**

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to the Agreement. The Review will consist of Contractor assessing County's applicable processes, procedures, and Systems in the following key focus areas:

4.1.1. Evaluating accuracy of Covered Entity's and its "grantee sites'", registration in the Office of Pharmacy Affairs Information System's database;

4.1.2. Evaluating County's existing 340B Program policies and procedures, as set forth in the County's Policy and Procedure Manual;

4.1.3. Evaluating existing contract pharmacy service agreements;

4.1.4. Confirming that County maintains auditable records;

4.1.5. Evaluating an appropriate number of transactions* for each of the data elements identified below:

a. Eligible patient;
b. Eligible provider;
c. Eligible location;
d. Accuracy of accumulations; and
e. Prevention of duplicate discounts as defined by state Medicaid rules.**.

*Contractor selects transactions for auditing based on a targeted sample which is focused on testing of transactions which are most commonly identified as non-compliant by the Contractor consulting team or where non-compliance may cause the need for significant manufacturer repayment. Targeted transactions may include high-cost drugs, prescribers who write a low volume of orders or prescriptions, drugs administered in procedural areas and clinics, "bulk" or multiple dose containers, and when Medicaid is the payer. Additional random transactions are also included.

Contractor will review a random selection of fee for service Medicaid claims for inclusion of the NPI on the claim and in the Medicaid Exclusion File ("MEF**"), as well as inclusion of any state required modifiers. Contractor does not review the accuracy of the pricing submitted with fee for service Medicaid claims. Contractor also does not review Medicaid managed care claims.

While the Covered Entity may submit multiple universes of data for evaluation, Contractor selects a percentage from each of the submitted universes and combines the selected transactions into two universes; mixed use and pure use areas in one, and clinic grantee outpatient pharmacies and non-network contract pharmacies in the other.

4.1.6. Evaluating County's purchasing process for compliance and optimization opportunities including:

a. County's purchase through any group purchasing organization;

b. County's 340B Program purchases;

c. County's wholesale acquisition cost purchases (if applicable); and

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d. County's purchases under the Federal Orphan Drug program (if applicable).

4.1.7. Evaluate processes in place to prevent diversion to ineligible patients and duplicate discounts;

4.1.8. Evaluating County's applicable processes, procedures, and Systems used for 340B Program monitoring and oversight; and

4.1.9. Evaluating County's applicable processes, procedures, and Systems used to educate County's Personnel with respect to such individual's role within the 340B Program.

4.2. **On-Going Services**. During each Contract Year, Contractor shall:

4.2.1. Answer County questions regarding the Health Resource and Services Administration ("**HRSA**") audits of County's 340B Program;

4.2.2. As part of quarterly meetings with County, respond to County's Personnel's questions and issues; which response may include providing ongoing education (e.g., information on HRSA updates), guidance and consultative services to assist the 340B Covered Entities, as they develop and implement corrective actions; and

4.2.3. In the event of a HRSA or manufacturer's audit of County's 340B Program, Contractor will, upon the Covered Entity's request:

a. Attend the HRSA welcome/pre-site visit call;

b. Answer questions regarding the HRSA data request item list;

c. Review contract pharmacy services agreements and the County's Policy and Procedure Manual;

d. Review the Covered Entity's transaction dataset prior to submission to HRSA for ineligible providers and locations (if provided in data set) and potential duplicate discounts;

e. Attend the onsite HRSA audit (or remote HRSA audit, if applicable) to provide support as requested by the Covered Entity; and

f. If the Covered Entity does not have Contractor attend the onsite audit; the Covered Entity may call a Contractor 340B team member to discuss questions that came up during the onsite audit.

4.3. **Review Personnel**. The Review will be performed by Contractor's consultant and analyst team (the "**Contractor Review Team**"). County's Personnel, including its 340B Program Personnel and other Personnel shall fully co-operate with the Contractor Review Team and assist with the Review.

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4.4. **Information Exchange**.

4.4.1. County will, upon Contractor's reasonable request, provide certain documentation and data to Contractor prior to the on-site visit in order to make the visit more efficient. Contractor will submit the data request to County prior to the visit. County may elect to provide additional information to Contractor in advance of the visit.

4.4.2. County shall make available to Contractor's Review Team information and documents required for Contractor to conduct the Review.

4.5. **Deliverables**. Upon completion of the Review, Contractor will:

4.5.1. Compile the information from the on-site assessments/reviews with information provided by the County to develop a written action item report (the "**Report**") to County detailing findings and recommendations. The Report will incorporate recommendations for corrective actions which include best practices and changes based upon Contractor's internal templates and other precedence, to the extent applicable and available;

4.5.2. Develop a corrective action planning document to track County Personnel's progress in addressing the suggested corrective actions;

4.5.3. Deliver its Report via a secured email delivery method to the County's: (a) OPAIS 340B Authorizing Official, and (b) OPAIS 340B Point of Contact. Within ten (10) days of the SOW Effective Date, the County will provide CPS with the names and email addresses of such County Personnel and County will notify CPS in writing of any changes in such Personnel (and provide any new or revised email addresses); and

4.5.4. At the request of County, Contractor will host conference a call or web meeting within four (4) weeks of the delivery of its Report to review Contractor's findings and answer questions.

5. **COMPENSATION**.

5.1. **Project Fee**. County shall pay Contractor the following fees for the Project Services under this SOW (each a "**Project Fee**").

Project Fee	Monthly Rate:	Annual Cost:
SOW Year 1	$1,600.84	$19,210.00

5.2. **Reimbursed Costs**. In addition to the Project Fee, County will reimburse Contractor for all reasonable travel and living expenses ("**Reimbursed Costs**") of the Contractor Review Team for all agreed upon travel. Contractor's travel expenses shall be subject to the County of Monterey's Travel Policy. A copy of the policy is available online at https://www.co.monterey.ca.us/home/showpublisheddocument/69364/636728660019670000. Prior to such reimbursement, Contractor must provide a detailed breakdown of the authorized expenses, identifying what was expended and when and County must approve in writing all agreed upon travel. Travel expenses under this SOW shall not exceed $5,000.

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5.3. **Project Billing.** Commencing fourteen (14) days after the SOW Effective Date, and then on the first of each calendar month thereafter during the term of the Agreement, Contractor will invoice County for one-twelfth (1/12) of the Project Fee (the Monthly Rate) for such Contract Year. In addition, Contractor will invoice County monthly for all Reimbursed Costs.

5.4. **Invoices.** Contractor shall submit invoices to the mail or e-mail address listed below (or such replacement address as County may designate in writing); along with appropriate supporting documentation of any Reimbursed Costs:

Mail delivery:
Monterey County Health Department
Clinic Services Bureau
1441 Schilling Place – 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:
CS_Finance@co.monterey.ca.us

County shall pay each invoice pursuant to Section 6 of the Agreement.

6. ADDITIONAL ITEMS.

6.1. **Out of Scope Services**. For clarity, the Parties note that the following Services are Out of Scope of this SOW:

6.1.1. Other consulting engagements for services not covered in this SOW.

End of Exhibit C

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EXHIBIT D

340B Covered Entities

340B Drug Pricing Program ID	Name of Covered Entity/Grantee Site	Street Address
CHC33795-00	County of Monterey – Laurel Pediatric Clinic	1441 Constitution Blvd. Bldg. 200, Suite 101 Salinas, CA 93906-3100
CHC33795-01	Monterey County Clinic at Marina	3155 De Forest Road Marina, CA 93933-2702
CHC33795-02	County of Monterey – Laurel Vista	1441 Constitution Blvd. Bldg. 400, Suite 301 Salinas, CA 93906-3134
CHC33795-03	County of Monterey – Laurel Internal Medicine Clinic	1441 Constitution Blvd. Bldg. 151, Suite 16 Salinas, CA 93906-3100
CHC33795-04	County of Monterey – Integrated Health Clinic	299 12th Street Marina, CA 93933-6003
CHC33795-05	County of Monterey – Laurel Family Practice	1441 Constitution Blvd. Bldg. 400, Suite 300 Salinas, CA 93906-3134
CHC33795-06	Alisal Health Center	559 E. Alisal Street Suite 201 Salinas, CA 93905
CHC33795-07	County of Monterey – Seaside Family Health Center	1156 Fremont Blvd. Seaside, CA 93955-5715
CHC33795-08	Bienestar	1441 Constitution Blvd. Bldg. 400, Suite 201 Salinas, CA 93906-3100
CHC33795-09	County of Monterey - NIDO	1441 Constitution Blvd. Bldg. 760 Salinas, CA 93906-3100

End of Exhibit D

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Exhibit E

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective as of the effective date of this Agreement ("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 CPS Solutions, LLC ("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"), as such terms are defined in "HIPAA" (which is defined below) 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 (as such term is defined in HIPAA, "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:

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AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall: (i) only apply to PHI and EPHI (as further defined below), and (ii) 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); but only to the extent that they are not superseded by HIPAA.

(c) "Personnel" means the directors, managers, officers, employees, partners, agents, advisers, and Subcontractors of a Party, or other applicable entity, provided that the Personnel of Business Associate shall not be deemed to be Personnel of Covered Entity.

(d) "PII" for purposes of this BAA is limited to PII that is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf.

(e) "Protected Health Information" or "PHI" for purposes of this BAA is limited to PHI that is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf.

(f) "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:

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(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 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 regarding a system that stores or transmits PHI (including EPHI) of which Business Associate becomes aware; and (iii) any suspected Breach of the PHI (including EPHI) of which Business Associate becomes aware. 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 of any information system provided by Business Associate (or its Subcontractors) that stores or transmits PHI (each a "BA System"), or unauthorized access, acquisition, Use, or

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Disclosure of PHI, or suspected Breach of a that it discovers and that involves Business Associates' Personnel or such BA System and shall provide a summary of such investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident involving a BA System or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach of a BA System 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 such Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of such 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 of PHI, or such Security Incident of a BA System, or Breach of PHI;

(iii) Unless otherwise required by any applicable laws, regulations, ordinances, or court or administrative orders or decrees of any federal, state, local or other governmental unit applicable to Business Associates' Use or Disclosure of PHI (each an "**Applicable Law**"), 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 Applicable 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 Laws 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 standard 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;

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(d) At Covered Entity's sole cost and expense: (a) 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") promptly after the Secretary's request in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA, (b) if permitted to do so under Applicable Law, promptly notify Covered Entity of any such requests by the Secretary, and (c) upon Covered Entity's reasonable written request, promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI that are reasonably required for purposes of determining whether Business Associate has complied with this BAA, including its obligations here regarding maintaining adequate security safeguards. 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) business days of receiving a written request from Covered Entity, provide to Covered Entity at Covered Entity's sole cost and expense 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) business 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 90 business 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 by Business Associate:

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(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) business days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 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 that apply to the Services provided by Business Associate to Covered Entity, but only to the extent that such state laws are not preempted by HIPAA.

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(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage at https://www.co.monterey.ca.us/government/departments-a-h/health/general/privacy-and-confidentially-of-the-residents-we-serve. Covered Entity shall notify Business Associate in writing of any changes to the Notice of Privacy Practices. Any changes in the Covered Entity's privacy practices that would affect Business Associate's Services shall be treated as a request for a change order.

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. Notwithstanding anything to the contrary in any other agreement with the Covered Entity, Business Associate may limit its Services to the next necessary to comply with any such change in authorization regarding the 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 Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any suspend Covered Entities provision of Services under any 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 such breach is not cured within such thirty (30) day period.

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

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Subcontractors (or shall receive a certification from its Subcontractors that such PHI has been deleted). 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 the return or destruction of the PHI is infeasible, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

CPS Solutions LLC
Attn: D. Michelle Kinneer
SVP, Chief Compliance Officer
655 Metro Place South, Suite 450
Dublin, OH 43017

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1-833-450-4229
Cps.privacy@cps.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
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 (as to PII), or a Breach of PHI that is directly attributable to an act or omission of Business Associate or its Personnel in violation of this BAA, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of County (including the Covered Entity) or the County's Personnel (including those of the Covered Entity). It is the intent of the Parties to provide the broadest possible indemnification for the County that is consistent with the express provisions of this Section 5.8. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.10 Applicability of Terms. This BAA applies to all PHI (including EPHI) in connection with all present and future Services Agreements and business associate

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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 as to PHI 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 $5,000,000 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 ten (10) business days after notice thereof, each Party shall advise the other Party of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that alleges a Security Incident of any BA System, or unauthorized access, acquisition, Use, or Disclosure of PHI, or a suspected Breach of PHI, or a breach of 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 Applicable Law. This includes, without limitation, any allegation that a Party has, in regard to PHI violated: (a) HIPAA, or (b) other Applicable Laws.

5.12 Audit or Investigations. Promptly, but no later than ten (10) business days after notice thereof, each Party shall advise the other Party of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance by either Party with HIPAA or the California Confidentiality Laws in connection with PHI or PII; provided that the Covered Entity does not need to inform CPS of any audit, review or compliant that is unrelated to the Services CPS is providing.

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 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,

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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.

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**
CPS Solutions, LLC	
By: Frank Segrave (Nov 16, 2023 20:16 EST)	By:
Print Name Frank Segrave	Print Name:
Print Title CEO	Print Title:
Date: Nov 16, 2023	Date:

CPS Solutions Base SA.v10.25.23

Final Audit Report 2023-11-17

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By:	Debbie Smith (debbie.smith@cpspharm.com)
Status:	Signed
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2023-11-16 - 9:51:35 PM GMT

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2023-11-16 - 9:51:43 PM GMT- IP address: 52.202.236.132

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County of Monterey (CA) CPS Solutions Base SA.v10.25.23 - signed by CPS 11.17.2023

Final Audit Report 2023-11-20

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Status:	Signed
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"County of Monterey (CA) CPS Solutions Base SA.v10.25.23 - signed by CPS 11.17.2023" History

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Signature Date: 2023-11-20 - 8:49:29 PM GMT - Time Source: server- IP address: 174.211.104.91

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Agreement completed.

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County of Monterey

Board Report

Legistar File Number: 23-909

Item No.47

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

January 09, 2024

Introduced: 11/29/2023
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: General Agenda Item

Adopt a resolution authorizing the County Administrative Officer or her designee to sign a Memorandum of Agreement and all related documentation on behalf of the County for the U.S. Office of Justice Planning, Edward Byrne Memorial Justice Assistance Grants (JAG) application with the City of Salinas, subject to review and approval by County Counsel.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution authorizing the County Administrative Officer or her designee to sign a Memorandum of Agreement and all related documentation on behalf of the County for the U.S. Office of Justice Planning, Edward Byrne Memorial Justice Assistance Grants (JAG) application with the City of Salinas, subject to review and approval by County Counsel.

SUMMARY/DISCUSSION:
The Monterey County District Attorney's Office has the opportunity to continue to obtain direct grant funds under the U.S. Office of Justice Planning, Edward Byrne Memorial Justice Assistance Grants (JAG) FY 2023 Award Program. This would be the sixth year of applications and receipt of such funding if the MOU is approved. This is an opportunity to continue to receive funds for the purchase of new investigative safety equipment, which funding is not otherwise available in the department's budget. No matching funds are required for acceptance of this grant funding. The requested action is part of a continuing cooperative arrangement with the City of Salinas and the District Attorney's Office to secure this funding, in accordance with the requirements of the JAG grant program.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office and the City of Salinas support this action and are prepared to enter into a Memorandum of Agreement.

FINANCING:
There will be no new net county cost to the County General Fund; this funding was added to the FY 2023-24 Adopted Budget. Total funding provided in the grant is $92,532, with $20,153 of those funds reserved for the Office of the District Attorney.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of this request will increase public safety throughout the county by the increased safety for the Investigators in the Office of the District Attorney.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
__Health & Human Services
__Infrastructure
X Public Safety

Prepared by: G. Bruce Suckow, Finance Manager II, Ext. 5259

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:
A. Memorandum of Agreement with City of Salinas, 2023 JAG Solicitation
B. JAG Resolution

DocuSign Envelope ID: BF085D72-A2C7-44EE-B8C2-7D7C444AA2CD

County of Monterey

Board Report

Legistar File Number: 23-909

Item No.43

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

January 09, 2024

Introduced: 11/29/2023

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: General Agenda Item

Adopt a resolution authorizing the County Administrative Officer or her designee to sign a Memorandum of Agreement and all related documentation on behalf of the County for the U.S. Office of Justice Planning, Edward Byrne Memorial Justice Assistance Grants (JAG) application with the City of Salinas, subject to review and approval by County Counsel.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution authorizing the County Administrative Officer or her designee to sign a Memorandum of Agreement and all related documentation on behalf of the County for the U.S. Office of Justice Planning, Edward Byrne Memorial Justice Assistance Grants (JAG) application with the City of Salinas, subject to review and approval by County Counsel.

SUMMARY/DISCUSSION:
The Monterey County District Attorney's Office has the opportunity to continue to obtain direct grant funds under the U.S. Office of Justice Planning, Edward Byrne Memorial Justice Assistance Grants (JAG) FY 2023 Award Program. This would be the sixth year of applications and receipt of such funding if the MOU is approved. This is an opportunity to continue to receive funds for the purchase of new investigative safety equipment, which funding is not otherwise available in the department's budget. No matching funds are required for acceptance of this grant funding. The requested action is part of a continuing cooperative arrangement with the City of Salinas and the District Attorney's Office to secure this funding, in accordance with the requirements of the JAG grant program.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office and the City of Salinas support this action and are prepared to enter into a Memorandum of Agreement.

FINANCING:
There will be no new net county cost to the County General Fund; this funding was added to the FY 2023-24 Adopted Budget. Total funding provided in the grant is $92,532, with $20,153 of those funds reserved for the Office of the District Attorney.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of this request will increase public safety throughout the county by the increased safety for the Investigators in the Office of the District Attorney.

DocuSign Envelope ID: BF085D72-A2C7-44EE-B8C2-7D7C444AA2CD

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
__Health & Human Services
__Infrastructure
X Public Safety

DocuSigned by:
Bruce Suckow
C018A126CFF7472...

Prepared by: G. Bruce Suckow, Finance Manager II, Ext. 5259

DocuSigned by:
Jeannine M. Pacioni
9FCC008E5A664BE...

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:
A. Memorandum of Agreement with City of Salinas, 2023 JAG Solicitation
B. JAG Resolution

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

Resolution No.: _____	)
Authorizing the County Administrative Officer or	)
his designee to sign a Memorandum of Agreement	)
and all related documentation on behalf of the	)
County for the JAG grant application with the City	)
of Salinas, subject to review and approval by	)
County Counsel.	)

BE IT RESOLVED, by the Board of Supervisors of the County of Monterey that the County Administrative Officer or his designee is authorized and directed to execute a Memorandum of Agreement and all related documentation on behalf of the County for the JAG grant application with the City of Salinas, subject to review and approval by County Counsel.

PASSED AND ADOPTED on this __th 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 order of said Board Supervisors duly made and entered in the minutes thereof at page ___ of Minute Book _____, on _____.

Dated:

VALERIE RALPH, Clerk of the Board of Supervisors County of Monterey, State of California.

By_____
Deputy

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SALINAS AND COUNTY OF MONTEREY

2023 LOCAL SOLICITATION:
EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

RECITALS

This Agreement is made and entered into this December 5, 2023, by and amongst the **City of Salinas** and the **County of Monterey**, in support of the parties' FY 2023 Local Solicitation award for an Edward Byrne Memorial Justice Assistance Grant (JAG) from the Bureau of Justice Assistance (BJA), U.S. Department of Justice.

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of the Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City of Salinas and County of Monterey are to receive a disparate allocation of JAG funds in the total amount of $92,532; and

WHEREAS, the City of Salinas and County of Monterey have submitted a joint application for the aggregate of funds to be allocated to them, specifying the amount of the funds that are to be distributed to each of them, and the purposes for which the funds will be used;

NOW, THEREFORE, the City of Salinas and County of Monterey agree as follows:

TERMS

1. Application for JAG Funds. The City of Salinas and County of Monterey are certified by BJA as disparate and submitted a joint application on August 31, 2023, for the aggregate of funds to be allocated to them, specifying the amount of the funds that are to be distributed to each of them, and the purposes for which the funds will be used.

2. Federal Award and Subrecipient Information. The City of Salinas has approved for the Federal award as indicated below.

- Federal Award Identification: 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation
- Subrecipient Name: County of Monterey
- Subrecipient's DUNS/UEI Number: XU28DJKESZ13
- Federal Award Identification Number (FAIN): 15PBJA-23-GG-03168-JAGX

- Federal Award Date: 09/26/2023
- Subaward Period of Performance Start and End Date: 10/01/2022 – 09/30/2026
- Amount of Federal Funds Obligated in this agreement: $92,532
- Total Amount of Federal Funds Obligated to Subrecipient: $20,153
- Total Amount of the Federal Award: $92,532
- Federal Award Project Description:
  The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

  This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

2. Allocation of JAG Funds. The City of Salinas and County of Monterey agree to apportion the total Local Solicitation JAG award of **$92,532**, in the following amounts:

City of Salinas, Salinas Police Department	$ 72,379
County of Monterey, District Attorney's Office	$ 20,153

3. Fiscal Agent for Receipt and Distribution of JAG Funds. The City of Salinas shall be the Fiscal Agent for the receipt of JAG funds, and as Fiscal Agent, shall be responsible for the oversight of the administration and distribution of the JAG funds.

4. Authorized Uses and Grant Requirements of JAG Funds. The City of Salinas and County of Monterey agree to develop individualized spending plans as to each party's respective grant allocation. The City of Salinas plans to use JAG funds to lease License Plate Readers (LPRs) to enhance capabilities to investigate and solve a variety of crimes. Monterey County plans to use JAG funds to purchase ballistic vests to be used by law enforcement officials and investigators within the District Attorney's Office. Spending plan modifications are allowable if approved by the Office of Justice Programs. All parties to this Agreement, whether the actual grantee (the City of Salinas) or a subgrantee (the County of Monterey) shall comply with all requirements set forth in the 2023 Local Solicitation: Edward Byrne Memorial Justice Assistance Grant (JAG) Program and mandatory award terms and conditions set for by the Office of Justice Programs.

5. Reporting Requirements of JAG Funds. Each party agrees to meet the reporting requirements of the JAG grant program, which requires detailed reporting, including reporting on subawards, not later than thirty calendar days after the end of each calendar quarter. In order for the Fiscal Agent to comply with the reporting requirements of the JAG program, all parties shall provide a quarterly report to the Fiscal Agent no later than twenty calendar days after the end of each calendar quarter.

6. Establishment of Trust Fund(s). As Fiscal Agent for the receipt and distribution of JAG funds, the City of Salinas shall establish a trust fund in which to deposit the JAG funds. At the City of Salinas' discretion, the trust fund may or may not be an interest bearing account. The County of Monterey shall also establish a trust fund in which to deposit funds if they elect to receive JAG funds in advance.

7. Term of Agreement. This Agreement shall commence on October 1, 2023 and shall remain in full force and effect through the full appropriation of 2023 JAG funds.

8. Administrative Costs. The City of Salinas agrees to manage the Local Solicitation JAG funds, including submitting quarterly financial and progress reports as required by BJA, at no cost to the grant.

9. Limits on Liability. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Salinas and County of Monterey other than claims for which liability may be imposed by the California Torts Claims Act; further, each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

10. Third Party Rights under Agreement. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

11. Rights and Obligations under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

12. Termination. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in effect through the full period of appropriation of 2023 Local Solicitation JAG funds.

13. Notices. Unless otherwise provided in this Agreement, any notice, request, consent, instruction, or other document to be given under this Agreement by the City of Salinas or County of Monterey to each other shall be in writing and shall be effective on the date received, as follows:

City of Salinas:
Jim Pia, Interim City Manager
City of Salinas
200 Lincoln Avenue
Salinas, CA 93901

County of Monterey:
Sonia M. De La Rosa, County Administrative Officer
County of Monterey
168 W. Alisal St., 3rd floor
Salinas, CA 93901

14. Entire Agreement. This Agreement constitutes the entire agreement between the City of Salinas and County of Monterey relating to the 2023 Local Solicitation JAG funds and as the final expression of the parties with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions of the agreement. The City of Salinas and County of Monterey acknowledge that any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force unless it is in writing and signed by the City of Salinas and County of Monterey.

15. Modifications. No amendments to or changes to this Agreement may be made, except by a writing expressly authorized and signed by the City of Salinas and County of Monterey.

16. Severability. It is the intent of the parties that in the event that any provision herein is held to be invalid, the remaining provisions shall continue in full force and effect unless enforcement of this Agreement so modified would frustrate the purposes of this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City of Salinas and County of Monterey have executed this Agreement on the date first written above.

City of Salinas

_____
Jim Pia, Interim City Manager

APPROVED AS TO FORM:

_____
Christopher A. Callihan, City Attorney

ATTEST:

_____
Patricia Barajas, City Clerk

County of Monterey

_____
Sonia M. De La Rosa
County Administrative Officer

APPROVED AS TO FORM:

_____

_____, County Counsel

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF SALINAS 200 LINCOLN AVE
City, State and Zip:	SALINAS, CA 93901
Recipient UEI:	CHDWBL29G9Z5
Project Title: 2023 JAG for the City of Salinas and County of Monterey	**Award Number:** 15PBJA-23-GG-03168-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: $92,532.00	**Federal Award Date:** 9/26/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	**Project Period End Date:** 9/30/26
Budget Period Start Date: 10/1/22	**Budget Period End Date**: 9/30/26

Project Description:

The disparate jurisdictions of the City of Salinas and County of Monterey will use JAG funds for technology equipment and body armor. Specifically, Salinas will use JAG funds to lease automated license plate recognition camera systems to enhance capabilities to prevent, investigate, and solve crimes. Monterey County will use JAG funds to provide investigators and other law enforcement officials in the District Attorney's Office with ballistic vests to protect them while working in high risk field situations.

Award Letter

September 26, 2023

Dear Roberto Filice,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF SALINAS for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $92,532.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party.? Accordingly,?prior to obligating?funds for any of the specified activities, the grantee must first determine if any of the specified activities will be?funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;

b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c.? A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d.? Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF SALINAS

UEI
CHDWBL29G9Z5

Street 1
200 LINCOLN AVE

Street 2

City
SALINAS

State/U.S. Territory
California

Zip/Postal Code
93901

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/26/23

Award Type
Initial

Award Number
15PBJA-23-GG-03168-JAGX

Supplement Number
00

Federal Award Amount
$92,532.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13954610

Grant Manager Name
Fadumo Tahlil
Phone Number
202-598-9805
E-mail Address
Fadumo.Tahlil@usdoj.gov

Project Title
2023 JAG for the City of Salinas and County of Monterey

Performance Period Start Date
10/01/2022

Performance Period End Date
09/30/2026

Budget Period Start Date
10/01/2022

Budget Period End Date
09/30/2026

Project Description
The disparate jurisdictions of the City of Salinas and County of Monterey will use JAG funds for technology equipment and body armor. Specifically, Salinas will use JAG funds to lease automated license plate recognition camera systems to enhance capabilities to prevent, investigate, and solve crimes. Monterey County will use JAG funds to provide investigators and other law enforcement officials in the District Attorney's Office with ballistic vests to protect them while working in high risk field situations.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP

that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition

include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and

cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain

specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as

maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank,

must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National

Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and

Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: https://bjapmt.ojp.gov/. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (https://bjapmt.ojp.gov/help/jagdocs.html). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may

result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

64

Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

65

Withholding of Funds for Body Armor Certification

The recipient may not expend or draw down any award funds until the recipient submits, and OJP has reviewed, the required certification regarding body armor, and an Award Condition Modification has been issued to remove this condition.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official **Name of Approving Official** **Signed Date And Time**

Deputy Assistant Attorney General	Maureen Henneberg	9/21/23 10:10 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Chief of Police

Name of Authorized Entity Official
Roberto Filice

Signed Date And Time
10/4/2023 4:53 PM

Introduced: 11/29/2023 **Current Status:** Passed

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

Approve and authorize the Sheriff to process the retirement of one canine, Loki, owned by the County of Monterey and to allow the canine handler to purchase his assigned canine for the sum of $1.00 in accordance with the Memorandum of Understanding between the County of Monterey and the County of Monterey Patrol Association (COMPA).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the Sheriff to process the retirement of one canine, Loki, owned by the County of Monterey and to allow the canine handler to purchase his assigned canine for the sum of $1.00 in accordance with the Memorandum of Understanding between the County of Monterey and the County of Monterey Patrol Association (COMPA).

SUMMARY/DISCUSSION:
The Memorandum of Understanding between the County of Monterey and the County of Monterey Patrol Association (COMPA) has the following paragraph in Section 7.5.4.D. regarding canine handlers:

If a canine that is owned by the Sheriff's Office becomes permanently disabled or is no longer able to perform its duties, as determined by the Sheriff's Office within its sole discretion, the Canine Handler shall be offered the first opportunity to purchase the canine at a cost of one dollar ($1.00). If so purchased, neither the Deputy nor the canine will be entitled to any benefits described in this section, unless the Deputy is assigned another Sheriff's Office-owned canine. If purchased, the canine shall become the sole responsibility of the purchaser and the purchaser waives all claims against the County.

K9 Loki is a trained narcotics canine being permanently relieved from law enforcement service, due to his being plagued by rear leg injuries which severely limit his ability to walk and eliminate his ability jump. The injuries have chronically been sprains and strains to ligaments in his rear legs. Deputy Gross has consulted with the agency veterinarian over the course of this issue and attempted multiple rehabilitation solutions without a successful outcome well enough for full duty use. K9 Loki was donated and placed into service with the Sheriff's Office in May 2020 and has been diligently serving the residents of Monterey County since. K9 Loki has facilitated hundreds of felonious arrests as well as has assisted in the seizure of over one hundred pounds of controlled substances. During his 3 years of dedicated and honorable service he has served as a valuable resource for the deputies of the Sheriff's Office, as well as many other allied law enforcement agencies.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved as to form.

FINANCING:
There is no net County cost in the General Fund as a result of this recommendation.

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: Jason Smith, EOB Chief, ext. #3801
Approved by: Tina Nieto, Sheriff-Coroner, ext. #3750

Attachments:
Board Report
K9 Loki Resolution

Introduced: 11/29/2023
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: General Agenda Item

Approve and authorize the Sheriff to process the retirement of one canine, Loki, owned by the County of Monterey and to allow the canine handler to purchase his assigned canine for the sum of $1.00 in accordance with the Memorandum of Understanding between the County of Monterey and the County of Monterey Patrol Association (COMPA).

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OTHER AGENCY INVOLVEMENT:

County Counsel has approved as to form.

FINANCING:
There is no net County cost in the General Fund as a result of this recommendation.

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: Jason Smith, EOB Chief, ext. #3801
Approved by: Tina Nieto, Sheriff-Coroner, ext. #3750

Attachments:
Board Report
K9 Loki Resolution

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

Resolution No. _____

Adopt a Resolution to:

Approve and authorize the Sheriff to process the retirement of one canine, Loki, owned by Monterey County and to allow the canine handler to purchase his assigned canine for the sum of $1.00 in accordance with the Memorandum of Understanding between the County of Monterey and the County of Monterey Patrol Association (COMPA).

WHEREAS, the Sheriff's Office is requesting approval to allow a Monterey County Sheriff Deputy K9 handler to purchase K9 Loki for $1.00 and retain possession of him. The Deputy will no longer be entitled to any benefits described in the Memorandum of Understanding. The canine shall be his sole responsibility and all claims against the county shall be waived henceforth; and

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

Approve and authorize the Sheriff to process the retirement of one canine, Loki, owned by Monterey County and to allow the canine handler to purchase his assigned canine for the sum of $1.00 in accordance with the Memorandum of Understanding between the County of Monterey and the County of Monterey Patrol Association (COMPA).

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor

_____ and carried this _____ 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 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 authorize the Sheriff to process the retirement of one canine, Loki, owned by Monterey County and to allow the canine handler to purchase his assigned canine for the sum of $1.00 in accordance with the Memorandum of Understanding between the County of Monterey and the County of Monterey Patrol Association (COMPA).

WHEREAS, the Sheriff's Office is requesting approval to allow a Monterey County Sheriff Deputy K9 handler to purchase K9 Loki for $1.00 and retain possession of him. The Deputy will no longer be entitled to any benefits described in the Memorandum of Understanding. The canine shall be his sole responsibility and all claims against the county shall be waived henceforth; and

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

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PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor

_____ and carried this _____ 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 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: 11/30/2023
Version: 1

Current Status: Passed
Matter Type: BoS Resolution

Adopt Resolution to:
a. Authorize the Public Defender or Assistant Public Defender to execute Grant Agreement number BSCC169-23 with the State of California Board of State and Community Corrections (BSCC), for a no-cost extension providing the County of Monterey Public Defender with an additional twenty months, from July 1, 2023 through February 28, 2025, to continue the Indigent Defense Grant program Attorney & Case Management Enhancement (ACME) project originally executed under Grant Agreement number BSCC 169-20; and
b. Approve the delegation of authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Adopt Resolution to:
a. Authorize the Public Defender or Assistant Public Defender to execute Grant Agreement number BSCC169-23 with the State of California Board of State and Community Corrections (BSCC), for a no-cost extension providing the County of Monterey Public Defender with an additional twenty months, from July 1, 2023 through February 28, 2025, to continue the Indigent Defense Grant program Attorney & Case Management Enhancement (ACME) project originally executed under Grant Agreement number BSCC 169-20; and
b. Approve the delegation of authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period.

SUMMARY:

The Public Defender office applied and was awarded an Indigent Defense Grant to develop the Attorney and Case Management Enhancement project (ACME) through the State of California Board of State and Community Corrections (BSCC) in the amount of $637,000 to be funded for a period commencing on February 15, 2021 through June 30, 2023. This 20 month, no-cost extension permits the Public Defender to continue expend the remaining grant funding of approximately $40,000 for ACME project.

DISCUSSION:
The Board of State and Community Corrections (BSCC) is an independent statutory agency that provides leadership and technical assistance to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearing house, and provides assistance on a wide range of community corrections issues. The BSCC also administers public safety related to grant funding, including evidence-based practices to fight gangs, and works to address the over representation of youth of color in the justice system.

The Budget Act of 2020 (Senate Bill 74) established the Indigent Defense Grant Program and appropriated $10,000,000 in funding. Per the Budget Act, $9,800,00 is available for grants to nineteen counties with a population of 550,000 residents or less. The County of Monterey Public Defender is among one of the nineteen applicable counties who met eligibility for this grant. The County's allocation was $637,000.

Funds awarded under the Indigent Defense Grant Program are used for the Public Defender's Attorney and Case Management Enhancement (ACME) project. The ACME project enhances attorney support for indigent client defense by adding a searchable database to our current paperless digital case management system, streamlining the amount of time the court and client wait for the delivery of paper documents that are stored in offsite locations, and automatically sending text messages to remind indigent clients of the time and place of their upcoming court dates.

The uses of BSCC grant funds have resulted in a more efficient case management system benefiting the court and our defense of indigent clients. Further outcomes include attorneys allocating more of their time to ensure positive client outcomes by(1) reducing the time attorneys spend in digitizing and automating duties; and (2) reducing re-calendaring court dates caused by client non-appearances; (3) reducing the time attorneys spend in searching for testimony of recurring witnesses to the point of creating a searchable case database, having information quickly at hand will let attorneys efficiently determine the validity of prior conviction allegations, identify client eligibility for all types of post-conviction relief, and rapidly transfer case materials to subsequent counsel for appeal and writ matters; and (4) improving our method of measuring attorney workloads, thereby redistributing caseloads to achieve workload efficiencies.

In addition to the four related outcomes listed above, the ACME project included the purchase and installation of hardware and software, software training for attorneys and terabyte storage for digital evidence to reside within the case management database. We have designated an Assistant Public Defender as project director, a Finance Manager, and a Management Analyst to oversee day-to-day tasks and fiscal contacts.

ACME project evaluation (local evaluation plan and logic model for process and outcome designs and methods; data collection tools, methods, and analysis; fidelity monitoring; and local evaluation report) will be conducted, through a Memorandum of Understanding by the County of Monterey Health Department evaluation team that conducted the County's BSCC Strengthening Law Enforcement grant and is currently conducting BSCC's Proposition 64 Public Health and Safety Grant Program grant.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed this report to legal form and Auditor-Controller has reviewed as to fiscal provisions.

FINANCING:
There will be no cost to the County General Fund associated with the recommendation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation meets the Board's strategic initiatives by promoting an organization that practices efficient and effective resource management and by creating a safe environment for communities to thrive and grow while reducing violent crimes.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
_X_Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Becky Avila, Management Analyst II, Ext. 3048
Approved by: Susan E. Chapman, Public Defender, Ext. 5806

Attachments:
Resolution ACME BSCC 169-23
Indigent Defense Grant Agreement BSCC169-23

County of Monterey

Board Report

Legistar File Number: RES 23-236

Item No.

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

January 09, 2024

Introduced: 11/30/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt Resolution to:
a. Authorize the Public Defender or Assistant Public Defender to execute Grant Agreement number BSCC169-23 with the State of California Board of State and Community Corrections (BSCC), for a no-cost extension providing the County of Monterey Public Defender with an additional twenty months, from July 1, 2023 through February 28, 2025, to continue the Indigent Defense Grant program Attorney & Case Management Enhancement (ACME) project originally executed under Grant Agreement number BSCC 169-20; and
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..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Adopt Resolution to:
a. Authorize the Public Defender or Assistant Public Defender to execute Grant Agreement number BSCC169-23 with the State of California Board of State and Community Corrections (BSCC), for a no-cost extension providing the County of Monterey Public Defender with an additional twenty months, from July 1, 2023 through February 28, 2025, to continue the Indigent Defense Grant program Attorney & Case Management Enhancement (ACME) project originally executed under Grant Agreement number BSCC 169-20; and
b. Approve the delegation of authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period.

SUMMARY:

The Public Defender office applied and was awarded an Indigent Defense Grant to develop the Attorney and Case Management Enhancement project (ACME) through the State of California Board of State and Community Corrections (BSCC) in the amount of $637,000 to be funded for a period commencing on February 15, 2021 through June 30, 2023. This 20 month, no-cost extension permits the Public Defender to continue expend the remaining grant funding of approximately $40,000 for ACME project.

DISCUSSION:

The Board of State and Community Corrections (BSCC) is an independent statutory agency that provides leadership and technical assistance to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearing house, and provides assistance on a wide range of community corrections issues. The BSCC also administers public safety related to grant funding, including evidence-based practices to fight gangs, and works to address the over representation of youth of color in the justice system.

The Budget Act of 2020 (Senate Bill 74) established the Indigent Defense Grant Program and appropriated $10,000,000 in funding. Per the Budget Act, $9,800,00 is available for grants to nineteen counties with a population of 550,000 residents or less. The County of Monterey Public Defender is among one of the nineteen applicable counties who met eligibility for this grant. The County's allocation was $637,000.

Funds awarded under the Indigent Defense Grant Program are used for the Public Defender's Attorney and Case Management Enhancement (ACME) project. The ACME project enhances attorney support for indigent client defense by adding a searchable database to our current paperless digital case management system, streamlining the amount of time the court and client wait for the delivery of paper documents that are stored in offsite locations, and automatically sending text messages to remind indigent clients of the time and place of their upcoming court dates.

The uses of BSCC grant funds have resulted in a more efficient case management system benefiting the court and our defense of indigent clients. Further outcomes include attorneys allocating more of their time to ensure positive client outcomes by(1) reducing the time attorneys spend in digitizing and automating duties; and (2) reducing re-calendaring court dates caused by client non-appearances; (3) reducing the time attorneys spend in searching for testimony of recurring witnesses to the point of creating a searchable case database, having information quickly at hand will let attorneys efficiently determine the validity of prior conviction allegations, identify client eligibility for all types of post-conviction relief, and rapidly transfer case materials to subsequent counsel for appeal and writ matters; and (4) improving our method of measuring attorney workloads, thereby redistributing caseloads to achieve workload efficiencies.

In addition to the four related outcomes listed above, the ACME project included the purchase and installation of hardware and software, software training for attorneys and terabyte storage for digital evidence to reside within the case management database. We have designated an Assistant Public Defender as project director, a Finance Manager, and a Management Analyst to oversee day-to-day tasks and fiscal contacts.

ACME project evaluation (local evaluation plan and logic model for process and outcome designs and methods; data collection tools, methods, and analysis; fidelity monitoring; and local evaluation report) will be conducted, through a Memorandum of Understanding by the County of Monterey Health Department evaluation team that conducted the County's BSCC Strengthening Law Enforcement grant and is currently conducting BSCC's Proposition 64 Public Health and Safety Grant Program grant.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed this report to legal form and Auditor-Controller has reviewed as to fiscal provisions.

FINANCING:
There will be no cost to the County General Fund associated with the recommendation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation meets the Board's strategic initiatives by promoting an organization that practices efficient and effective resource management and by creating a safe environment for communities to thrive and grow while reducing violent crimes.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
_X_Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Becky Avila, Management Analyst II, Ext. 3048
Approved by: Susan E. Chapman, Public Defender, Ext. 5806



Attachments:
Resolution ACME BSCC 169-23
Indigent Defense Grant Agreement BSCC169-23

Board of Supervisors
County of Monterey, State of California

Resolution No. _____
A Resolution to:
a. Authorize the Public Defender or Assistant Public Defender to execute Grant Agreement number BSCC169-23 with the State of California Board of State and Community Corrections (BSCC), for a no-cost extension providing the County of Monterey Public Defender with an additional twenty months, from July 1, 2023 through February 28, 2025, to continue the Indigent Defense Grant program Attorney & Case Management Enhancement ("ACME") project originally executed under Grant Agreement number BSCC 169-20; and
b. Approve the delegation of authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period.

WHEREAS, the County of Monterey Public Defender executed an Indigent Defense Program Grant Agreement number BSCC 169-20 with the Board of State and Community Corrections (" BSCC"), in the amount of $637,000, to fund the Public Defender's Attorney and Case Management Enhancement project ("ACME"), for the enhancement of attorney support and digital case management, for a term of February 15, 2021 to June 30, 2023; and

WHEREAS, the County of Monterey Public Defender desires to continue its participation as a grantee of the Indigent Defense Grant Program funded through the State Budget Act of 2020 (Senate Bill 74) and administered by the BSCC; and

WHEREAS, the County of Monterey Public Defender, has been awarded a 20-month, no-cost extension to expend remaining Indigent Defense Grant funds of approximately $40,000 to continue the enhancement of attorney support and digital case management software for the Public Defender's Attorney & Case Management Enhancement (ACME) project originally executed under Grant Agreement number BSCC 169-20, for the term July 1, 2023 to February 28, 2025;

NOW, THEREFORE, BE IT RESOLVED, that the Monterey County Board of Supervisors does hereby determine and declares as follows:
a. Authorize the Public Defender or Assistant Public Defender to execute Grant Agreement number BSCC169-23 with the State of California Board of State and Community Corrections (BSCC), for a no-cost extension providing the County of Monterey Public Defender with an additional twenty months, from July 1, 2023 through February 28, 2025, to continue the

Indigent Defense Grant program Attorney & Case Management Enhancement ("ACME") project originally executed under Grant Agreement number BSCC 169-20; and

b. Approve the delegation of authority to the Public Defender or Assistant Public Defender to act on the County's behalf to carry out and consummate all transactions contemplated during the grant period.

BE IT FURTHER RESOLVED, that grant funds previously received shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the County of Monterey Public Defender agrees to abide by the terms and conditions of Grant Agreement number BSCC 169-23.

PASSED AND ADOPTED this_____day of_____, 2021, upon motion of Supervisor_____, second by Supervisor_____by the following vote, to-wit:

AYES: NOES:
ABSENT:

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

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

By_____
Deputy

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES | SCO ID:5227-BSCC16923

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC 169-23	BSCC-5227

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME
COUNTY OF MONTEREY PUBLIC DEFENDER'S OFFICE

2. The term of this Agreement is:

START DATE
July 1, 2023

THROUGH END DATE
February 28, 2025

3. The maximum amount of this Agreement is:

$0.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1	Original Indigent Defense Grant Agreement BSCC No. 169-20	23
Attachment 2	Indigent Defense Grant Program Evaluation Guidelines	8

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
COUNTY OF MONTEREY PUBLIC DEFENDER'S OFFICE

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
168 W. Alisal St., 2nd Floor	Salinas	CA	93901

PRINTED NAME OF PERSON SIGNING	TITLE
SUSAN CHAPMAN	Public Defender
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
✍	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
COLLEEN CURTIN	Deputy Director
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
✍	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Indigent Defense Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and County of Monterey Public Defender's Office (hereafter referred to as the Grantee or Contractor). While executed as a separate agreement, this agreement functions as a no-cost extension and provides grantees with an additional twelve months to continue the grant project originally executed under BSCC 169-20, and an additional six months to complete the Final Local Evaluation Report.

2. PROJECT SUMMARY AND ADMINISTRATION

A. The State Budget Act of 2020 (Senate Bill 74) appropriated funding for indigent defense grants to eligible county Public Defenders' Offices and for an evaluation of the Indigent Defense Grant Program. Funding for indigent services can be used to help address the staffing, training, case management needs, or other attorney support of California Public Defender Offices in counties with a population of 550,000 residents or fewer.

B. Grantee agrees to administer the project in accordance with Attachment 1: Original Indigent Defense Grant Agreement BSCC No. 169-20, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Susan Chapman
Title: Public Defender
Address: 168 W. Alisal St., 2nd Floor, Salinas, CA 93901
Phone: 831-755-5806

Designated Financial Officer authorized to receive warrants:

Name: Latasha Ellis-Bowers
Title: Finance Manager
Address: 168 W. Alisal St., 2nd Floor, Salinas, CA 93901
Phone: 831-755-5082
Email: Ellis-BowersLL@co.monterey.ca.us

Project Director authorized to administer the project:

Name: Jeremy Dzubay
Title: Assistant Public Defender
Address: 168 W. Alisal St., 2nd Floor, Salinas, CA 93901
Phone: 831-755-5824
Email: dzubayjc@co.monterey.ca.us

C. Either party may change its project representatives upon written notice to the other party.

EXHIBIT A: SCOPE OF WORK

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION AND EVALUATION REQUIREMENTS

Grantees will be required to comply with all data collection, evaluation, and reporting requirements of the Indigent Defense Grant Program. This includes the timely submission of the final progress report and Local Evaluation Report.

The BSCC has contracted with an outside evaluator for a statewide evaluation of the impact of the projects funded by the Indigent Defense Grant Program in consultation with the State Public Defender's Office. The contractor designed and developed instruments for collecting progress information from grantees; developed the research methodology for the statewide evaluation; designed and developed instruments for collecting evaluation data from grantees; provides ongoing technical assistance to grantees for data collection and evaluation activities; compiles, screens, and analyzes data obtained from grantees; and will develop a final report on the impact of the Indigent Defense Grant Program.

5. REPORTING REQUIREMENTS

A. **Final Progress Report**

Grantees will submit a final progress report to the State Public Defender's Office in the format prescribed by the outside evaluator. Questions about the Final Progress Report shall be directed to the outside evaluator and the State Public Defender's Office. The Final Progress Report, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Progress Report Period	**Due no later than:**
July 1, 2023 to November 30, 2023*	January 12, 2024

**Note: This report <u>will not</u> cover the entire term of the extended project period.*

B. **Final Local Evaluation Report**

Grantees will submit the Final Local Evaluation Report to the State Public Defender's Office and BSCC in accordance with their Local Evaluation Plan (submitted as a part of the original agreement).

Local Evaluation Report Period	**Due no later than:**
February 15, 2021 to June 30, 2024**	December 31, 2024

***Note: This report <u>will</u> cover the entire term of the extended project period.*

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project.

EXHIBIT A: SCOPE OF WORK

Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the 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.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. Under the original agreement, the Grantee was paid in one lump sum by submitting an invoice (Form 201) to the BSCC. Grantee shall only use remaining grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below:

Quarterly Invoicing Periods for <u>Service Delivery</u>:	**Due no later than:**
1. July 1, 2023 to September 30, 2023	November 15, 2023
2. October 1, 2023 to December 31, 2023	February 15, 2024
3. January 1, 2024 to March 31, 2024	May 15, 2024
4. April 1, 2024 to June 30, 2024	August 15, 2024

Final Invoicing Period for <u>Evaluation</u>*:	**Due no later than:**
5. July 1, 2024 to December 31, 2024	February 28, 2025

**Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on the Final invoice (5).*

B. All project expenditures (i.e., expenditures related to service delivery) must be incurred by the end of the grant project period, June 30, 2024, and included on the invoice due August 15, 2024. Project expenditures incurred after June 30, 2024 will not be reimbursed.

C. Only expenditures incurred for the completion of the Final Local Evaluation Report during the period of July 1, 2024 through December 31, 2024 may be submitted during the Final Invoicing Period.

D. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period. If applicable, grantees may submit an invoice with a $0 claim.

E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

F. Any unspent funds remaining at the end of the agreement term, including any interest earned, must be returned to the BSCC within 30 days of the submission of the final invoice.

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

A. This grant agreement is valid through Indigent Defense funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of the Budget Act of 2020 (Senate Bill 74). It is mutually agreed that if the

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If Indigent Defense funding is reduced or falls below estimates contained within the Indigent Defense Application Package, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

   1) submittal and approval of the final invoice;
   2) submittal and approval of the final progress report; and
   3) submittal and approval of any additional required reports, including but not limited to a potential Final Local Evaluation Report.

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET*

Budget Line Items	Grant Funds
1. Salaries and Benefits	$ 330,000
2. Services and Supplies	$ 150,000
3. Professional Services or Public Agency Subcontracts	$ 42,091
4. Non-Governmental Organization (NGO) Subcontracts	$ -
5. Equipment/Fixed Assets	$ -
6. Data Collection and Progress Reporting	$ -
7. Other (Travel, Training, etc.)	$ 107,000
8. Indirect Costs	$ 7,909
TOTALS	$637,000

*Note: This grant agreement operates as a no-cost extension. Consequently, this grant agreement provides grantees with an additional twelve months to continue the grant project originally executed under BSCC 160-20 and no additional funds.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Indigent Defense Application Package.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Indigent Defense Application Package, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

C. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

D. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Indigent Defense Application Package.

7. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:

1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Indigent Defense Application Package or approved modifications;
3) failure to provide the required local match share of the total project costs; and
4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of $50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.

B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BSCC16920

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC 169- 20	**BSCC-5227**

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME
COUNTY OF MONTEREY PUBLIC DEFENDER'S OFFICE

2. The term of this Agreement is:

START DATE
February 15, 2021

THROUGH END DATE
June 30, 2023

3. The maximum amount of this Agreement is:

$637,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1	Indigent Defense Grant Program Application Package	8
Attachment 2	Indigent Defense Grant Program Evaluation Guidelines	8

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
COUNTY OF MONTEREY PUBLIC DEFENDER'S OFFICE

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
168 W. Alisal St., 2nd Floor	Salinas	CA	93901

PRINTED NAME OF PERSON SIGNING	TITLE
SUSAN CHAPMAN	Public Defender

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED
03.23.2021

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
RICARDO GOODRIDGE	Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Ricardo Goodridge

DATE SIGNED
Digitally signed by Ricardo Goodridge
Date: 2021.04.05 20:18:08 -07'00'

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Indigent Defense Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and County of Monterey Public Defender's Office (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The State Budget Act of 2020 (Senate Bill 74) appropriated funding for indigent defense grants to eligible county Public Defenders' Offices and for an evaluation of the Indigent Defense Grant Program. Funding for indigent services can be used to help address the staffing, training, case management needs, or other attorney support of California Public Defender Offices in counties with a population of 550,000 residents or fewer.

B. Grantee agrees to administer the project in accordance with Attachment 1: Indigent Defense Application Package, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Susan Chapman
Title: Public Defender
Address: 168 W. Alisal St., 2nd Floor, Salinas, CA 93901
Phone: 831-755-5806

Designated Financial Officer authorized to receive warrants:

Name: Latasha Ellis-Bowers
Title: Finance Manager
Address: 168 W. Alisal St., 2nd Floor, Salinas, CA 93901
Phone: 831-755-5082
Email: Ellis-BowersLL@co.monterey.ca.us

Project Director authorized to administer the project:

Name: Jeremy Dzubay
Title: Assistant Public Defender
Address: 168 W. Alisal St., 2nd Floor, Salinas, CA 93901
Phone: 831-755-5824
Email: dzubayjc@co.monterey.ca.us

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION AND EVALUATION REQUIREMENTS

Grantees will be required to comply with all data collection, evaluation, and reporting requirements of the Indigent Defense Grant Program. This includes the timely submission of progress reports, Local Evaluation Plan, and Local Evaluation Report to the State Public Defender's Office.

The BSCC plans to contract with an outside evaluator for a statewide evaluation of the impact of the projects funded by the Indigent Defense Grant Program in consultation with the State Public Defender's Office. The contractor is expected to: design and develop instruments for collecting progress information from grantees; develop the research methodology for the statewide evaluation; design and develop instruments for collecting evaluation data from grantees; provide ongoing technical assistance to grantees for data collection and evaluation activities; compile, screen, and analyze data obtained from grantees; and develop a final report on the impact of the Indigent Defense Grant Program.

5. REPORTING REQUIREMENTS

A. Bi-Annual Progress Reports (twice a year)
Grantees will submit progress reports to the State Public Defender's Office in a format prescribed by the outside evaluator in consultation with the BSCC. Questions about the Bi-Annual Progress Reports shall be directed to the outside evaluator and the State Public Defender's Office These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule

Progress Report Periods	**Due no later than:**
1. February 15, 2021 to June 30, 2021	August 15, 2021
2. July 1, 2021 to December 31, 2021	February 15, 2022
3. January 1, 2022 to June 30, 2022	August 15, 2022
4. July 1, 2022 to December 31, 2022	February 15, 2023
5. January 1, 2023 to June 30, 2023	August 15, 2023

B. **Evaluation Documents**	**Due no later than:**
1. Local Evaluation Plan	August 30, 2021
2. Local Evaluation Report	December 31, 2023

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

EXHIBIT A: SCOPE OF WORK

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the 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.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. The Grantee shall be paid in one lump sum by submitting an invoice (Form 201) to the BSCC. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below.

Quarterly Invoicing Periods:	Due no later than:
1. February 15, 2021 to March 31, 2021	May 15, 2021
2. April 1, 2021 to June 30, 2021	August 15, 2021
3. July 1, 2021 to September 30, 2021	November 15, 2021
4. October 1, 2021 to December 31, 2021	February 15, 2022
5. January 1, 2022 to March 31, 2022	May 15, 2022
6. April 1, 2022 to June 30, 2022	August 15, 2022
7. July 1, 2022 to September 30, 2022	November 15, 2022
8. October 1, 2022 to December 31, 2022	February 15, 2023
9. January 1, 2023 to March 31, 2023	May 15, 2023
10. April 1, 2023 to June 30, 2023	August 15, 2023

Final Invoicing Periods:	Due no later than:
11. July 1, 2023 to September 30, 2023	November 15, 2023
12. October 1, 2023 to December 31, 2023	February 29, 2024

**Note: Only expenditures associated with completion of a Final Local Evaluation Report may be included on these last two invoices (11 and 12).*

B. All project expenditures (excluding costs associated with the completion of a Final Local Evaluation Report) must be incurred by the end of the grant project period, June 30, 2023, and included on the invoice due August 15, 2023. Project expenditures incurred after June 30, 2023 will not be reimbursed.

C. The Final Local Evaluation Report is due to the State Public Defender's Office by December 31, 2023. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of July 1, 2023 to December 31, 2023 must be submitted during the Final Invoicing Period(s), with the final invoice due on February 29, 2024. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.

D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period. If applicable, grantees may submit an invoice with a $0 claim.

E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

F. Any unspent funds remaining at the end of the agreement term, including any interest earned, must be returned to the BSCC within 30 days of the submission of the final invoice.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

A. This grant agreement is valid through Indigent Defense funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of the Budget Act of 2020 (Senate Bill 74). It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If Indigent Defense funding is reduced or falls below estimates contained within the Indigent Defense Application Package, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;
2) submittal and approval of the final progress report; and
3) submittal and approval of any additional required reports, including but not limited to a potential Final Local Evaluation Report.

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	$0
2. Services and Supplies	$50,000
3. Professional Services or Public Agency Subcontracts	$372,091
4. Non-Governmental Organization (NGO) Subcontracts	$0
5. Equipment/Fixed Assets	$20,000
6. Data Collection and Progress Reporting	$0
7. Other (Travel, Training, etc.)	$137,000
8. Indirect Costs	$57,909
TOTALS	$637,000

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Indigent Defense Application Package.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Indigent Defense Application Package, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

C. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

D. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Indigent Defense Application Package.

7. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:

1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Indigent Defense Application Package or approved modifications;
3) failure to provide the required local match share of the total project costs; and
4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of $50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.

B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Applicant Information Form

A. APPLICANT < Name> Public Defender's Office			B. TAX IDENTIFICATION NUMBER
NAME OF APPLICANT County of Monterey, Public Defender's Office			TAX IDENTIFICATION #: 94-6000524
STREET ADDRESS 168 W. Alisal, 2nd Floor	CITY Salinas	STATE CA	ZIP CODE 93901
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

C. PROJECT TITLE:	Attorney and Case Management Enhancement (ACME)

D. PROJECT SUMMARY (100-150 words):

The ACME project will use BSCC grant funds to enhance County of Monterey attorney support for Indigent Defense and enhance the digital case management software currently in use by the Public Defender's Office. Our current digital case management software will be augmented with an auto-text program that will send text messages to the cellular phones of our clients to alert them to upcoming court dates, thereby better assuring legal expediency for the court and our clients. Our current software will also be augmented to create a searchable repository of court transcripts that will allow our attorneys to better and more efficiently prepare for matters involving recurring witnesses. Our carbon-based case files that are currently stored off-site will be digitized and stored for attorney access, thereby eliminating our current 5-10-day delivery time. Additionally, attorneys may attend trial skills training at one of several nationally recognized trial skills colleges.

E. GRANT FUNDS REQUESTED:
See Budget Attachment or Last Page

$ 637,000

F. PROJECT DIRECTOR:

NAME	TITLE	TELEPHONE NUMBER	
Jeremy Dzubay	Assistant Public Defender	831.755.5824	
STREET ADDRESS 168 W. Alisal St., 2nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS dzubayjc@co.monterey.ca.us

G. FINANCIAL OFFICER:

NAME	TITLE	TELEPHONE NUMBER	
Latasha Ellis-Bowers	Finance Manager	831.755.5082	
STREET ADDRESS 168 W. Alisal St., 2nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS Ellis-BowersLL@co.monterey.ca.us
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

H. DAY-TO-DAY PROGRAM CONTACT:

NAME	TITLE	TELEPHONE NUMBER	
Becky Avila	Management Analyst	831.796.3048	
STREET ADDRESS 168 W. Alisal St., 2nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS AvilaR@co.monterey.ca.us

I. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
Latasha Ellis-Bowers	Finance Manager	831.755.5082	
STREET ADDRESS 168 W. Alisal St., 2nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS Ellis-BowersLL@co.monterey.ca.us

J. AUTHORIZED SIGNATURE By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Susan Chapman	Public Defender	831.755.5806	ChapmanSE@co.monterey.ca.us
STREET ADDRESS	CITY	STATE	ZIP CODE
168 W. Alisal St., 2nd Floor	Salinas	CA	93901
EMAIL ADDRESS ChapmanSE@co.monterey.ca.us			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.) X			DATE 02.03.2021

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Indigent Defense Grant Program application are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Project Description

Provide a one-page description of the proposed project in the space provided below.

The County of Monterey Public Defender's Attorney and Case Management Enhancement (ACME) project will enhance attorney support for indigent client defense by adding a searchable database to our current paperless digital case management system, streamlining the amount of time the court and client wait for the delivery of paper documents that are stored in offsite locations, and automatically sending text messages to remind indigent clients of the time and place of their upcoming court dates.

The use of BSCC grant funds will result in a more efficient case management system that will benefit the court and our defense of indigent clients. Further outcomes will include attorneys allocating more of their time to ensure positive client outcomes by **(1)** reducing the time attorneys spend in digitizing and automating duties; and **(2)** reducing re-calendaring court dates caused by client non-appearances; **(3)** reducing the time attorneys spend in searching for testimony of recurring witnesses (to the point of creating a searchable case database, having information quickly at hand will let attorneys efficiently determine the validity of prior conviction allegations, identify client eligibility for all types of post-conviction relief, and rapidly transfer case materials to subsequent counsel for appeal and writ matters; and (4) improving our method of measuring attorney workloads, thereby redistributing caseloads to achieve workload efficiencies.

Additionally, a portion of the grant will be used to fund attendance and travel for attorneys to attend one of several national recognized trial skills colleges.

In addition to the goals and related outcomes listed above, the ACME project includes the purchase and installation of hardware and software and software training for attorneys. Our plan includes an assistant Public Defender as project director, a designated financial officer, designated day-to-day project and fiscal contacts, and oversight provided by our Public Defender.

Appendix A: Project Work Plan

This Project Work Plan identifies measurable goals and objectives, activities and services, the res
timeline. Completed plans should (1) identify the project's **top goals and objectives** (minimum of two)
goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; ar
objectives with a clear relationship to the need and intent of the grant. Please provide a project workpl

(1) Goal:	Create auto-text program that will utilize information within the case management system to gener to clients alerting them to upcoming court dates, times, and locations.	
Objectives (A., B., etc.)	A. Reduce the rate of appearance failures by our clients. B. Reduce the issuance of bench warrants for our clients. C. Reduce the incarceration rate of our clients	
Project activities that support the identified goal and objectives:	Responsible staff/partners	T Start Date
1. Text software development 2. Attorney training 3. Case management integration	Becky Avila Jeremy Dzubay Karpel Solutions	March 1, 2021

(2) Goal:	Create a searchable database within the case management system of court transcripts from prel and court hearings.	
Objectives (A., B., etc.)	A. Reduce attorney preparation time for contested hearings by having transcript files in one loca B. Provide attorney support for impeachment material for recurring witnesses C. Improve client outcomes through more effective litigation due to the time-saving results of this	
Project activities that support the identified goal and objectives:	Responsible staff/partners	T Start Date
1. Incorporate OCR into case management 2. Establish fields for transcripts 3. Attorney training on access/search fields	Becky Avila Jeremy Dzubay Karpel Solutions	March 1, 2021

(3) Goal:	Digitize old files and store them in a searchable database accessible to attorneys.	
Objectives (A., B., etc.)	A. Give attorneys immediate information to determine the validity of alleged priors. B. Support attorneys in analyzing client eligibility for post-conviction relief. C. Reduce attorney wait-time for file access	
Project activities that support the identified goal and objectives:	Responsible staff/partners	T Start Date
1. Scanning of old files 2. Creation of searchable file database 3. Procurement of digital storage	Jeremy Dzubay	March 1, 2021

(4) Goal:	Modify current case management system to add metrics and efficiencies to attorney reports	
Objectives (A., B., etc.)	A. More accurately measure attorney workloads. B. Redistribute caseloads to achieve workload efficiency	
Project activities that support the identified goal and objectives:	Responsible staff/partners	T Start Date
1. Identify fields for workload measurement 2. Combine fields to create measurable metrics 3. Incorporate metrics into attorney reports	Jeremy Dzubay Becky Avila Karpel Solutions	March 1, 2021

BSCC CALIFORNIA

CPGP CORRECTIONS PLANNING AND GRANT PROGRAMS

2020 Indigent Defense Grant Program - Project Budget and Budget Narrative	
Name of Applicant:	Monterey County Public Defender
Contract Term: February 15, 2021 to June 30, 2023	

*The total amount of funding each county is eligible to receive is provided on the Funding Allocation tab. Please request the **full amount** of funding next to your county name.*

Note: Rows 8-15 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)

Budget Line Item	Total
1. Salaries and Benefits	$0.00
2. Services and Supplies	$50,000.00
3. Professional Services or Public Agency Subcontracts	$372,091.00
4. Non-Governmental Organization (NGO) Subcontracts	$0.00
5. Equipment/Fixed Assets	$20,000.00
6. Project Evaluation	$0.00
7. Other (Travel, Training, etc.)	$137,000.00
8. Indirect Costs	$57,909.00
TOTAL	**$637,000.00**

1a. Salaries and Benefits

Name and Title	(Show as either % FTE **or** Hourly Rate) & Benefits	Total
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
TOTAL		**$0.00**

1b. Salaries and Benefits Narrative:

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
Tablet computers	Twenty (20) tablet computers at $2,000.00 each, sourced from approved county vendors.	$40,000.00
Peripherals for data storage, cords, cooling, and connectivity.	Computer peripherals sourced from approved county vendors.	$10,000.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
TOTAL		**$50,000.00**

2b. Services and Supplies Narrative:

3a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
Development of Auto-text software and text charges		$80,000.00
Development of transcript database with optical character recognition		$80,000.00
Development of case management reports to access attorney workloads		$62,091.00
Scanning and archiving old paper files (approximately 150,000 files)		$150,000.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	**$372,091.00**

3b. Professional Services Narrative

Software development for autotext program to augment our current digital case management system.
Software development for embedding a searchable transcript database within the case management system.
Software development for creating field-based attorney workload reports within the case management system.
Scanning old paper files and entry into new database.

4a. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Total
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTALS	**$0.00**

4b. Non-Governmental Organizations (NGO) Subcontracts Narrative

5a. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Total
Hard drive for storage of digitized files	Two 50+ terabyte hard drives at $10,000.00 each, sourced from approved county vendors.	$20,000.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTALS	**$20,000.00**

5b. Equipment/Fixed Assets Narrative

Digital storage needed to store scans of 30+ years of old paper files, audio, and video evidence.

6a. Project Evaluation

Description	Calculation for Expense	Total
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	**$0.00**

6b. Project Evaluation Narrative

7a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Attorney Training	Attorney trial skills training and travel reimbursements.	$137,000.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	**$137,000.00**

7b. Other (Travel, Training, etc.) Narrative:

35 Attorneys will be eligible for off-site training in trial skills, including travel reimbursement within County guidelines.

8a. Indirect Costs

Indirect costs may be charged to grant funds by choosing **either** Option 1) or 2) listed below:		Total
1) Indirect costs will be charged as Grantee's federally approved Negotiated Indirect Cost Rate (NICR): Enter NICR Percentage **and** Amount:	0.00%	$0.00
2) Indirect costs will be charged as the Federal De Minimis (10% of Modified Total Direct Cost):		$57,909.00
	TOTAL	**$57,909.00**

8b. Indirect Costs Narrative:

Monterey County Public Defenders Department hs no negotiated indirect cost rate, and therefore is applying the Federal De Minimis rate of 10% for indirect costs.

Before submission, please verify that you have requested the full amount of funding your county is eligible to receive.

Appendix E: Evaluation Guidelines

Indigent Defense Grant Program
Local Evaluation Plan

The Indigent Defense Grant Program for funding period February 15, 2021 through June 30, 2023 requires a Local Evaluation Plan (LEP) to ensure projects funded by the Board of State and Community Corrections (BSCC) can be evaluated to determine their impact and effectiveness. The LEP is a written document that describes how the project will be monitored and evaluated and shows how evaluation results will be used for project improvement and decision making. The LEP should be developed before the project starts by program staff using a collaborative process that involves all relevant project stakeholders. Grantees are encouraged to identify an evaluator who can assist in the collaborative process of developing the LEP and guide the local evaluation throughout the grant cycle. This guideline was developed to assist grantees in creating a LEP that, at a minimum, addresses the information defined below.

Keep in mind the implementation of practices and strategies supported by data are to be considered whenever possible. The BSCC is responsible for verifying that grant money is spent efficiently and on effective projects; collecting data is one mechanism used to determine this. Evaluation results from each project may be used to inform the body of knowledge regarding what works with the target populations. Therefore, it is important to collect appropriate and consistent data. A strong LEP will help pave the way for a strong evaluation. A strong evaluation may be used to provide support for your project and funding.

The BSCC will make public the LEP from each grantee. LEPs may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature, and the public.

All grantees are required to submit a LEP by 5 p.m. on August 30, 2021. LEPs are sent to the Indigent Defense Grant inbox (IndigentDefenseGrant@bscc.ca.gov).

Cover Page
The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Project Background
At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- For project components that involve participants:

    - Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
    - Define the criteria used to determine participant eligibility of the target population.
    - Describe the process for determining which intervention(s) and/or services a participant needs and will receive.
- Provide a description of the project's goals and objectives.

Process Evaluation Method and Design

At a minimum, this section should include:

- The research design for the process evaluation.
- For project components that involve participants, include:
    - The plan to document activities within the project and/or services provided to each participant (e.g., maintaining a database, signup sheets).
    - How participants' progress will be tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- For project components that do not involve participants, the plan to document activities (e.g., investigations, system/equipment updates).
- How activity progress will be tracked (e.g., start dates, cases initiated/resolved, inspections).
- Process variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data will be collected, and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components will be monitored, determined effective, and adjusted as necessary.
- The plan for documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project will be implemented to fidelity, when applicable.
- How quantitative and qualitative process data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.

Outcome Evaluation Method and Design

At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation will answer. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- For project components that involve participants:
    - The estimated number of participants expected to receive each type of intervention/service.

    - The criteria for determining participant success in the project.
- The estimated number of activities expected to be accomplished.
- The criteria for determining activity completion and/or success in the project.
- Outcome variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data will be collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.
- The strategy for determining whether outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions will be employed, include a description of how the separate effects on outcome variables of each type of the intervention will be determined, if possible.

Project Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."[1] "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."[2]
- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided.
- Outcomes: "Outcomes are the immediate, specific, measurable changes"[3] due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
    - Short-Term- Timeframe (grant cycle, months)
    - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).[4]

[1] Department of Health & Human Services: Family and Youth Services Bureau, 2020.

[2] The Pell Institute and Pathways to College Network, 2020.

[3] Ibid.

[4] Ibid.

Appendices (if applicable)

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

Indigent Defense Grant Program
Local Evaluation Report

The Indigent Defense Grant Program for funding period February 15, 2021 through June 30, 2023 requires a Local Evaluation Report (LER) to identify whether the project was successful in achieving its goals and objectives. This LER must be based on the original Local Evaluation Plan (LEP). Any modifications to the LEP must be explained in the LER. This guideline was developed to assist grantees in writing a LER that, at a minimum, addresses the required information defined below.

The LER will document the activities completed with the support of grant funds and the outcomes achieved. BSCC will use this report to verify the grant money was well spent and describe the impacts of the project. Assuming the projects have successful outcomes, other organizations may want to adopt certain project components/intervention(s) demonstrated to be effective. Therefore, the report should include enough information to allow other organizations to replicate your project strategies.

The BSCC will make public the LER from each grantee. LERs may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature, and the public.

All grantees are required to submit a LER to the BSCC no later than 5 p.m. on December 31, 2023.

Cover Page
The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Executive Summary
The Executive Summary summarizes the key components of the report so that readers have a brief overview of the project's efforts and results. It should provide a synopsis of the project explaining: the project purpose; goals and objectives, including the extent to which they were achieved; key findings; project accomplishments; and conclusions.

Project Background
At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- For project components that involve participants:
    - Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
    - Define the criteria used to determine participant eligibility of the target population.
    - Describe the process for determining which intervention(s) and/or services

a participant needs and will receive.
- Provide a description of the project's goals and objectives.

Process Evaluation Method and Design
At a minimum, this section should include:
- The research design for the process evaluation.
- For project components that involve participants, include:
  - How activities within the project and/or services provided to each participant were documented (e.g., maintaining a database, signup sheets).
  - How participants' progress was tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- How components or activities conducted as part of the project were tracked/documented (e.g., investigations, system/equipment updates).
- How activity progress was tracked (e.g., start dates, cases initiated/resolved, inspections).
- Process variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data were collected and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components were monitored, determined effective, and adjusted as necessary.
- The method of documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project was implemented to fidelity, when applicable.
- How quantitative and qualitative process data were analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and your method used for analyzing qualitative data (identifying themes, content analysis, etc.).

Outcome Evaluation Method and Design
At a minimum, this section should include:
- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation answered. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- For project components that involve participants:
  - The number of participants who received each type of intervention/service.
  - The criteria for determining participant success in the project.
- The number of activities accomplished.
- The criteria for determining activity completion and/or success in the project.
- Outcome variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data were collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data was analyzed. Describe the

statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.).
- The strategy for determining whether outcomes were due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions were employed, include a description of how the separate effects on outcome variables of each type of the intervention were determined, if possible.

Evaluation Results

This section provides a description of the project outcomes. This section should include:

- The data related to the process evaluation. Describe any changes that were made as a result of the process evaluation findings.
- Total number of participants (unduplicated).
    - Include basic demographic information of your participants (e.g., age, gender, race/ethnicity, risk factors, prior involvement with the justice system).
    - When multiple services are available, include the number of individuals who received each of the services.
- Total number of activities and/or services.
- Progress toward goals:
    - Provide a summary of the degree to which the project's goals and objectives were achieved.
    - Describe factors that affected the progress of project goals. This may include factors which resulted in achieving goals more quickly or impeded your progress. If there were factors that impeded your progress, describe how they were addressed.
- Results of any process analyses and provide a detailed explanation related to the project's performance over the course of the grant.
- Results of any outcome analyses and provide a detailed explanation of findings as it relates to any other additional outcome measures.

Discussion of Results

At a minimum, this section should:

- Discuss the effectiveness of different strategies implemented in the project.
- Make useful recommendations with specific guidance for what to replicate or do differently.

A Current Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."[5] "Include those aspects of

[5] Department of Health & Human Services: Family and Youth Services Bureau, 2020.

the project which are available and dedicated to, or used by, the project/service to operate."[6]

- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided.
- Outcomes: "Outcomes are the immediate, specific, measurable changes"[7] due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
    - Short-Term- Timeframe (grant cycle, months)
    - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).[8]

Grantee Highlight

This section should provide a brief, one-page, visually appealing, highlight or success story that provides additional information related to the project's success over the grant cycle. This highlight may be included in a statewide report. You may include optional graphs, charts, or photos[9]. While every effort will be made to include these in a statewide report, inclusion in the report is not guaranteed.

Appendices

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

[6] The Pell Institute and Pathways to College Network, 2020.

[7] Ibid.

[8] Ibid.

[9] The BSCC will only accept photographs in which all persons depicted are over 18 years of age and have consented to both being photographed and to the use and release of their image. By submitting photographs to the BSCC, the submitter acknowledges that all approvals have been obtained from the subjects in the photograph(s) and that all persons are over 18 years of age. Further, by submitting the photographs, the submitter irrevocably authorizes the BSCC to edit, alter, copy, exhibit, publish or distribute the photographs for purposes of publicizing BSCC grant programs or for any other lawful purpose. All photographs submitted will be considered public records and subject to disclosure pursuant to the California Public Records Act.

Indigent Defense Grant Program

APPLICATION PACKAGE

Proposals Due: February 5, 2021

Grant Period: February 15, 2021 to June 30, 2023

STATE OF CALIFORNIA
BOARD OF STATE AND COMMUNITY CORRECTIONS
2590 VENTURE OAKS WAY, STE 200 ♦ SACRAMENTO CA 95833 ♦ WWW.BSCC.CA.GOV

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PART I: GRANT INFORMATION

Contact Information

This Request for Applications (RFA) provides the information necessary to prepare an Application to the Board of State and Community Corrections (BSCC) for grant funds available through the Indigent Defense Grant Program. Any questions concerning the RFA must be submitted by email to: IndigentDefenseGrant@bscc.ca.gov.

Background Information

The Budget Act of 2020 (Senate Bill 74) established the Indigent Defense Grant Program and appropriated $10,000,000 in funding. Per the Budget Act, $9,800,000 is available for grants to county Public Defenders and up to $200,000 may be allocated for an evaluation of the Indigent Defense Grant Program.

Proposal Due Date and Submission Instructions

Proposals must be received by 5:00 P.M. on Friday, February 5, 2021. Applicants must ensure the proposal package is signed with a digital signature **OR** a wet blue ink signature that is then scanned with the completed proposal package. Submit one (1) completed proposal package via email to: IndigentDefenseGrant@bscc.ca.gov.

Description of the Grant

Grant Period

Eligible applicants will be funded for a grant period commencing February 15, 2021 and ending June 30, 2023.

Eligibility to Apply

The Indigent Defense Grant Program will be distributed among 19 counties with a population of 550,000 residents or fewer. Eligible applicants are identified below:

1. El Dorado County
2. Humboldt County
3. Imperial County
4. Lassen County
5. Marin County
6. Mendocino County
7. Merced County
8. Monterey County
9. Napa County
10. Nevada County
11. Santa Barbara County
12. Shasta County
13. Siskiyou County
14. Solano County
15. Sonoma County
16. Stanislaus County
17. Tulare County
18. Tuolumne County
19. Yolo County

Eligible Activities
Funds awarded under the Indigent Defense Grant Program must be utilized to address the staffing, training, case management needs, or other attorney support of Public Defender Offices. In support of these efforts, each applicant will develop a Project Work Plan that identifies measurable project goals, objectives, and commensurate timelines (Appendix A).

Funding Information

The State Budget Act of 2020 made $9,800,000 available to county Public Defenders for an Indigent Defense Grant Program.

Funding Allocation
Indigent Defense Grant Program funding will be allocated to counties as shown in Table I. A detailed funding chart is also provided as Appendix B.

Table I: Funding Allocation Chart

County	Allocation	County	Allocation
El Dorado County	$347,900	Santa Barbara County	$637,000
Humboldt County	$416,500 • $323,400 to PDO • $93,100 to ADO	Shasta County	$347,900
Imperial County	$347,900	Siskiyou County	$274,400
Lassen County	$274,400	Solano County	$852,600 • $637,000 to PDO • $215,600 to ADO
Marin County	$347,900	Sonoma County	$882,000
Mendocino County	$416,500 • $323,400 to PDO • $93,100 to ADO	Stanislaus County	$1,127,000
Merced County	$984,900	Tulare County	$637,000
Monterey County	$637,000	Tuolumne County	$274,400
Napa County	$323,400	Yolo County	$347,900
Nevada County	$323,400		

PDO - Public Defender Office
ADO - Alternate Defender Office.

Match Requirement
The Indigent Defense Grant Program does not have a match requirement.

Supplanting
Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes. Supplanting is strictly prohibited for all BSCC grants. The Indigent Defense Grant Program shall be used to support new program activities or to augment or expand existing program activities but shall not be used to replace existing funds. When using outside funds as match, applicants must be careful not to supplant. It is the

responsibility of the grantee to ensure that supplanting does not occur. The grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

General Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC Board are required to enter into a grant agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See Appendix C for a sample grant agreement (State of California: Contract and General Terms and Conditions). The terms and conditions of the grant agreement may change before execution.

The grant agreement start date is expected to be February 15, 2021. Grant agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services and encumbrances cannot begin prior to the grant agreement start date. Work, services and encumbrances that occur after the start date but prior to grant agreement execution may not be reimbursed. Grantees are responsible for maintaining their grant agreement, all invoices, records and relevant documentation for at least three years after the final payment under the contract.

Governing Board Resolution

Local governmental applicants must submit a resolution from their governing board addressing specified requirements as included in the sample Governing Board Resolution, which can be found in Appendix D. A signed resolution is not required at the time of proposal submission; however, grant recipients must have a resolution on file for the Indigent Defense Grant Program before a fully executed grant agreement can be completed.

Invoices

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees shall be paid in one lump sum. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated on the Applicant Information Form as the Financial Officer for the grant. Grantees must submit invoices to the BSCC through an online process no later than 45 days following the end of the invoicing period. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process which requires grantees to submit electronic documentation to support all grant funds claimed during the invoicing period and on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

Additional information about invoicing can be found in the BSCC Grant Administration Guide, located on the BSCC website.

Progress Reports and Evaluations

Grant award recipients are required to submit progress reports, a Local Evaluation Plan and a Local Evaluation Report (Appendix E). Progress reports are a critical element in

the monitoring and oversight process. The Local Evaluation Plan is a written document that describes how the project will be monitored and evaluated and shows how evaluation results will be used for project improvement and decision making. The Local Evaluation Report identifies whether the project was successful in achieving its goals and objectives.

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent down in accordance with the Grant Award Agreement could be subject to the withholding of funds. Applicable forms and instructions will be available to grantees on the BSCC's website.

Grantee Orientation Process
Following the start of the grant period, BSCC staff will conduct a virtual Grantee Orientation in April 2021. The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, Day-to-Day Contact, and service providers attend.

Travel
Travel is usually warranted when personal contact by project-related personnel is the most appropriate method of completing project-related business. The most economical method of transportation, in terms of direct expenses to the project and the project-related personnel's time away from the project, must be used. Grantees are required to include sufficient per diem and travel allocations for project-related personnel to attend any required BSCC training conferences or workshops as described in the Request for Applications and Grant Agreement.

Units of Government
Grantees that are units of government using BSCC funds may follow either their own written travel and per diem policy or the California State travel and per diem policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the loaning agency.

Out-of-State Travel
Out-of-state travel is generally restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Agreement, Grantees must submit a separate written request on Grantee letterhead for approval to the assigned BSCC Field Representative. Out-of-state travel requests must include a detailed justification and budget information.

In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: https://oag.ca.gov/ab1887.

Compliance Monitoring Visits

The BSCC staff will monitor each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements.

Overview of the RFA Process

Confirmation of Receipt of Application

Upon submission of a proposal, applicants will receive a confirmation email from the BSCC stating that the proposal has been received. The email will be sent to the individual that signed the application and the person listed as the Project Director.

Review Process

BSCC staff will review each application for compliance with the criteria in this RFA.

Summary of Key Dates

The following table shows a timeline of key dates related to the RFA

Activity	Date
Release Request for Applications	January 21, 2021
Proposals Due to the BSCC	**February 5, 2021**
New Grants Begin	February 15, 2021
Mandatory New Grantee Orientation	April 2021

PART II: PROPOSAL INSTRUCTIONS

This section contains pertinent information for completing the Indigent Defense Grant Program application and attachments.

Proposal Description and Budget Instructions

Proposal Description

Provide a one-page proposal that describes the proposed project. Funds awarded under the Indigent Defense Grant Program must be utilized to address the staffing, training, and case management needs of Public Defender Offices.

Budget Section

As part of the application process, applicants are required to submit an Indigent Defense Grant Program Attachment, which is an Excel Workbook.

Applicants should be aware that budgets will be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the budget narrative are allowable and eligible for reimbursement. Regardless of any ineligible costs that may need to be addressed post award, the starting budget for the reimbursement invoices and the total amount requested will be the figures used for the Standard Grant Agreement.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Excel workbook. All project costs must be directly related to the objectives and activities of the project. The Budget Table must cover the entire grant period (February 15, 2021 - June 30, 2023).

For additional guidance related to grant budgets, refer to the BSCC

Grant Administration Guide.

PART III: APPLICATION AND APPENDIXES

Application

This section includes the following:

- Proposal Package Cover Sheet
- Applicant Information Form: Instructions
- Applicant Information Form
- Project Description

Appendixes

This section includes the following appendixes:

- Appendix A - Project Work Plan
- Appendix B - Funding Allocation Chart
- Appendix C - Sample Grant Agreement
- Appendix D - Governing Board Resolution
- Appendix E - Evaluation Guidelines

Indigent Defense Grant Program

PROPOSAL PACKAGE
COVER SHEET

Submitted by:

Monterey County Public Defender

Date Submitted:

February [date], 2021

Applicant Information Form: Instructions

A. Applicant: Complete the required information for the agency submitting the form (i.e. <NAME> Public Defender's Office).

B. Tax Identification Number: Provide the tax identification number of the Applicant.

C. Project Title: Provide the title of the project.

D. Project Summary: Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.

E. Grant Funds Requested: See Budget Attachment or last page.

F. Project Director: Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.

G. Financial Officer: Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.

H. Day-to-Day Project Contact: Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.

I. Day-to-Day Fiscal Contact: Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.

J. Authorized Signature: Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Applicant Information Form

A. APPLICANT < Name> Public Defender's Office			B. TAX IDENTIFICATION NUMBER
NAME OF APPLICANT County of Monterey, Public Defender's Office			TAX IDENTIFICATION #: 94-6000524
STREET ADDRESS 168 W. Alisal, 2nd Floor	CITY Salinas	STATE CA	ZIP CODE 93901
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

C. PROJECT TITLE:	Attorney and Case Management Enhancement (ACME)

D. PROJECT SUMMARY (100-150 words):

The ACME project will use BSCC grant funds to enhance County of Monterey attorney support for Indigent Defense and enhance the digital case management software currently in use by the Public Defender's Office. Our current digital case management software will be augmented with an auto-text program that will send text messages to the cellular phones of our clients to alert them to upcoming court dates, thereby better assuring legal expediency for the court and our clients. Our current software will also be augmented to create a searchable repository of court transcripts that will allow our attorneys to better and more efficiently prepare for matters involving recurring witnesses. Our carbon-based case files that are currently stored off-site will be digitized and stored for attorney access, thereby eliminating our current 5-10 day delivery time.

E. GRANT FUNDS REQUESTED:
See Budget Attachment or Last Page

$ 637,000

F. PROJECT DIRECTOR:

NAME	TITLE	TELEPHONE NUMBER	
Jeremy Dzubay	Assistant Public Defender	831.755.5824	
STREET ADDRESS 168 W. Alisal St., 2nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS dzubayjc@co.monterey.ca.us

G. FINANCIAL OFFICER:

NAME	TITLE	TELEPHONE NUMBER	
Latasha Ellis-Bowers	Finance Manager	831.755.5082	
STREET ADDRESS 168 W. Alisal St., 2nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS Ellis-BowersLL@co.monterey.ca.us
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

H. DAY-TO-DAY PROGRAM CONTACT:

NAME	TITLE	TELEPHONE NUMBER	
Becky Avila	Management Analyst	831.796.3048	
STREET ADDRESS 168 W. Alisal St., 2nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS AvilaR@co.monterey.ca.us

I. DAY-TO-DAY FISCAL CONTACT:

NAME	TITLE	TELEPHONE NUMBER
Latasha Ellis-Bowers	Finance Manager	831.755.5082
STREET ADDRESS		FAX NUMBER
168 W. Alisal St., 2nd Floor		831.755.5873

CITY	STATE	ZIP CODE	EMAIL ADDRESS
Salinas	CA	93901	Ellis-BowersLL@co.monterey.ca.us

J. AUTHORIZED SIGNATURE

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Susan Chapman	Public Defender	831.755.5806	ChapmanSE@co.monterey.ca.us

STREET ADDRESS	CITY	STATE	ZIP CODE
168 W. Alisal St., 2nd Floor	Salinas	CA	93901

EMAIL ADDRESS
ChapmanSE@co.monterey.ca.us

APPLICANT'S SIGNATURE (**Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.**)	DATE
X	

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Indigent Defense Grant Program application are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Project Description

Provide a one-page description of the proposed project in the space provided below.

The County of Monterey Public Defender's Attorney and Case Management Enhancement (ACME) project will enhance attorney support for indigent client defense by adding a searchable database to our current paperless digital case management system, streamlining the amount of time the court and client wait for the delivery of paper documents that are stored in offsite locations, and automatically sending text messages to remind indigent clients of the time and place of their upcoming court dates.

The use of BSCC grant funds will result in a more efficient case management system that will benefit the court and our defense of indigent clients. Further outcomes will include attorneys allocating more of their time to ensure positive client outcomes by **(1)** reducing the time attorneys spend in digitizing and automating duties; and **(2)** reducing re-calendaring court dates caused by client non-appearances; **(3)** reducing the time attorneys spend in searching for testimony of recurring witnesses (to the point of creating a searchable case database, having information quickly at hand will let attorneys efficiently determine the validity of prior conviction allegations, identify client eligibility for all types of post-conviction relief, and rapidly transfer case materials to subsequent counsel for appeal and writ matters; and (4) improving our method of measuring attorney workloads, thereby redistributing caseloads to achieve workload efficiencies.

In addition to the four goals and related outcomes listed above, the ACME project includes the purchase and installation of hardware and software and software training for attorneys. Our plan includes an assistant Public Defender as project director, a designated financial officer, designated day-to-day project and fiscal contacts, and oversight provided by our Public Defender.

ACME project evaluation (local evaluation plan and logic model for process and outcome designs and methods; data collection tools, methods, and analysis; fidelity monitoring; and local evaluation report) will be conducted, through a Memorandum of Understanding. by the County of Monterey Health Department evaluation team that conducted the County's BSCC Strengthening Law Enforcement grant and is currently conducting BSCC's Proposition 64 Public Health and Safety Grant Program grant

Appendix A: Project Work Plan

This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. Completed plans should (1) identify the project's **top goals and objectives** (minimum of two); (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. Please provide a project workplan in the below fields.

(1) Goal:	Create auto-text program that will utilize information within the case management system to generate and send text messages to clients alerting them to upcoming court dates, times, and locations.		
Objectives (A., B., etc.)	A. Reduce the rate of appearance failures by our clients. B. Reduce the issuance of bench warrants for our clients. C. Reduce the incarceration rate of our clients		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Text software development 2. Attorney training 3. Case management integration	Becky Avila Jeremy Dzubay Karpel Solutions	March 1, 2021	August 1, 2022

(2) Goal:	Create a searchable database within the case management system of court transcripts from preliminary examinations, trials, and court hearings.		
Objectives (A., B., etc.)	A. Reduce attorney preparation time for contested hearings by having transcript files in one location. B. Provide attorney support for impeachment material for recurring witnesses C. Improve client outcomes through more effective litigation due to the time-saving results of this activity.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Incorporate OCR into case management 2. Establish fields for transcripts 3. Attorney training on access/search fields	Becky Avila Jeremy Dzubay Karpel Solutions	March 1, 2021	December 31, 2022

(3) Goal:	Digitize old files and store them in a searchable database accessible to attorneys.		
Objectives (A., B., etc.)	A. Give attorneys immediate information to determine the validity of alleged priors. B. Support attorneys in analyzing client eligibility for post-conviction relief. C. Reduce attorney wait-time for file access		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Scanning of old files 2. Creation of searchable file database 3. Procurement of digital storage	Jeremy Dzubay	March 1, 2021	June 1, 2023

(4) Goal:	Modify current case management system to add metrics and efficiencies to attorney reports		
Objectives (A., B., etc.)	A. More accurately measure attorney workloads. B. Redistribute caseloads to achieve workload efficiency		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Identify fields for workload measurement 2. Combine fields to create measurable metrics 3. Incorporate metrics into attorney reports	Jeremy Dzubay Becky Avila Karpel Solutions	March 1, 2021	June 1, 2023

Appendix B: Funding Allocation

Please reference the below chart to determine the total available county an applicant may request. Please request the full amount of funding identified.

County	Available Funding	Allocation Breakdown
El Dorado County	$347,900	N/A
Humboldt County	$416,500	$323,400 to PDO $93,100 to ADO
Imperial County	$347,900	N/A
Lassen County	$274,400	N/A
Marin County	$347,900	N/A
Mendocino County	$416,500	$323,400 to PDO $93,100 to ADO
Merced County	$984,900	N/A
Monterey County	$637,000	N/A
Napa County	$323,400	N/A
Nevada County	$323,400	N/A
Santa Barbara County	$637,000	N/A
Shasta County	$347,900	N/A
Siskiyou County	$274,400	N/A
Solano County	$852,600	$637,000 to PDO $215,600 to ADO
Sonoma County	$882,000	N/A
Stanislaus County	$1,127,000	N/A
Tulare County	$637,000	N/A
Tuolumne County	$274,400	N/A
Yolo County	$347,900	N/A
Grand Total	**$9,800,000**	

PDO - Public Defender's Office

ADO - Alternate Defender's Office

Appendix C: Sample Grant Agreement

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES		SCO ID:
STANDARD AGREEMENT STD 213 (Rev 03/2019)	AGREEMENT NUMBER **BSCC XXX- 20**	PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME
XXX

2. The term of this Agreement is:

START DATE
February 15, 2021

THROUGH END DATE
June 30, 2023

3. The maximum amount of this Agreement is:
$000,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1	Indigent Defense Grant Program Application Package	x
Attachment 2	Indigent Defense Grant Program Evaluation Guidelines	x

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
xxx	xxx	xx	xxx
PRINTED NAME OF PERSON SIGNING xxx	TITLE xxx		
CONTRACTOR AUTHORIZED ✍	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING RICARDO GOODRIDGE	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED ✍	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

SAMPLE

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Indigent Defense Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Grantee Name (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The State Budget Act of 2020 (Senate Bill 74) appropriated funding for indigent defense grants to eligible county Public Defenders' Offices and for an evaluation of the Indigent Defense Grant Program. Funding for indigent services can be used to help address the staffing, training, case management needs, or other attorney support of California Public Defender Offices in counties with a population of 550,000 residents or fewer.

B. Grantee agrees to administer the project in accordance with Attachment 1: Indigent Defense Application Package, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx

Designated Financial Officer authorized to receive warrants:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx
Email: xxx

Project Director authorized to administer the project:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx
Email: xxx

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

SAMPLE

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION AND EVALUATION REQUIREMENTS

Grantees will be required to comply with all data collection, evaluation, and reporting requirements of the Indigent Defense Grant Program. This includes the timely submission of progress reports, Local Evaluation Plan, and Local Evaluation Report to the State Public Defender's Office.

The BSCC plans to contract with an outside evaluator for a statewide evaluation of the impact of the projects funded by the Indigent Defense Grant Program in consultation with the State Public Defender's Office. The contractor is expected to: design and develop instruments for collecting progress information from grantees; develop the research methodology for the statewide evaluation; design and develop instruments for collecting evaluation data from grantees; provide ongoing technical assistance to grantees for data collection and evaluation activities; compile, screen, and analyze data obtained from grantees; and develop a final report on the impact of the Indigent Defense Grant Program.

5. REPORTING REQUIREMENTS

A. Bi-Annual Progress Reports (twice a year)
Grantees will submit progress reports to the State Public Defender's Office in a format prescribed by the outside evaluator in consultation with the BSCC. Questions about the Bi-Annual Progress Reports shall be directed to the outside evaluator and the State Public Defender's Office These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule

Progress Report Periods	**Due no later than:**
1. February 15, 2021 to June 30, 2021	August 15, 2021
2. July 1, 2021 to December 31, 2021	February 15, 2022
3. January 1, 2022 to June 30, 2022	August 15, 2022
4. July 1, 2022 to December 31, 2022	February 15, 2023
5. January 1, 2023 to June 30, 2023	August 15, 2023

B. **Evaluation Documents**	**Due no later than:**
1. Local Evaluation Plan	August 30, 2021
2. Local Evaluation Report	December 31, 2023

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

SAMPLE

EXHIBIT A: SCOPE OF WORK

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the 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.

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. The Grantee shall be paid in one lump sum by submitting an invoice (Form 201) to the BSCC. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below.

Quarterly Invoicing Periods:	Due no later than:
1. February 15, 2021 to March 31, 2021	May 15, 2021
2. April 1, 2021 to June 30, 2021	August 15, 2021
3. July 1, 2021 to September 30, 2021	November 15, 2021
4. October 1, 2021 to December 31, 2021	February 15, 2022
5. January 1, 2022 to March 31, 2022	May 15, 2022
6. April 1, 2022 to June 30, 2022	August 15, 2022
7. July 1, 2022 to September 30, 2022	November 15, 2022
8. October 1, 2022 to December 31, 2022	February 15, 2023
9. January 1, 2023 to March 31, 2023	May 15, 2023
10. April 1, 2023 to June 30, 2023	August 15, 2023

Final Invoicing Periods:	Due no later than:
11. July 1, 2023 to September 30, 2023	November 15, 2023
12. October 1, 2023 to December 31, 2023	February 29, 2024

**Note: Only expenditures associated with completion of a Final Local Evaluation Report may be included on these last two invoices (11 and 12).*

B. All project expenditures (excluding costs associated with the completion of a Final Local Evaluation Report) must be incurred by the end of the grant project period, June 30, 2023, and included on the invoice due August 15, 2023. Project expenditures incurred after June 30, 2023 will not be reimbursed.

C. The Final Local Evaluation Report is due to the State Public Defender's Office by December 31, 2023. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of July 1, 2023 to December 31, 2023 must be submitted during the Final Invoicing Period(s), with the final invoice due on February 29, 2024. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.

D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period. If applicable, grantees may submit an invoice with a $0 claim.

E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

F. Any unspent funds remaining at the end of the agreement term, including any interest earned, must be returned to the BSCC within 30 days of the submission of the final invoice.

2. GRANT AMOUNT AND LIMITATION

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

A. This grant agreement is valid through Indigent Defense funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of the Budget Act of 2020 (Senate Bill 74). It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If Indigent Defense funding is reduced or falls below estimates contained within the Indigent Defense Application Package, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;
2) submittal and approval of the final progress report; and
3) submittal and approval of any additional required reports, including but not limited to a potential Final Local Evaluation Report.

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	$0
2. Services and Supplies	$0
3. Professional Services or Public Agency Subcontracts	$0
4. Non-Governmental Organization (NGO) Subcontracts	$0
5. Equipment/Fixed Assets	$0
6. Data Collection and Progress Reporting	$0
7. Other (Travel, Training, etc.)	$0
8. Indirect Costs	$0
TOTALS	$0

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

    A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

SAMPLE

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Indigent Defense Application Package.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Indigent Defense Application Package, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

C. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

D. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the

SAMPLE

accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Indigent Defense Application Package.

7. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:

1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

SAMPLE

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Indigent Defense Application Package or approved modifications;

3) failure to provide the required local match share of the total project costs; and

4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of $50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.

B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

SAMPLE

Appendix D: Governing Board Resolution

Before grant funds can be reimbursed, a grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g. County Board of Supervisors delegating such authority to an Agency head).

Below is assurance language that, at a minimum, must be included in the resolution submitted to the Board of State and Community Corrections.

WHEREAS the ***(insert name of Local Government)*** desires to participate in the Indigent Defense Grant Program funded through the State Budget Act of 2020 (Senate Bill 74) and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the ***(insert title of designated official)*** be authorized on behalf of the ***(insert name of Governing Board)*** to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the ***(insert name of Local Government)*** agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the ***(insert name of Governing Board)*** in a meeting thereof held on ***(insert date)*** by the following:

Ayes:
Notes:
Absent:
Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

SAMPLE

Appendix E: Evaluation Guidelines

Indigent Defense Grant Program
Local Evaluation Plan

The Indigent Defense Grant Program for funding period February 15, 2021 through June 30, 2023 requires a Local Evaluation Plan (LEP) to ensure projects funded by the Board of State and Community Corrections (BSCC) can be evaluated to determine their impact and effectiveness. The LEP is a written document that describes how the project will be monitored and evaluated and shows how evaluation results will be used for project improvement and decision making. The LEP should be developed before the project starts by program staff using a collaborative process that involves all relevant project stakeholders. Grantees are encouraged to identify an evaluator who can assist in the collaborative process of developing the LEP and guide the local evaluation throughout the grant cycle. This guideline was developed to assist grantees in creating a LEP that, at a minimum, addresses the information defined below.

Keep in mind the implementation of practices and strategies supported by data are to be considered whenever possible. The BSCC is responsible for verifying that grant money is spent efficiently and on effective projects; collecting data is one mechanism used to determine this. Evaluation results from each project may be used to inform the body of knowledge regarding what works with the target populations. Therefore, it is important to collect appropriate and consistent data. A strong LEP will help pave the way for a strong evaluation. A strong evaluation may be used to provide support for your project and funding.

The BSCC will make public the LEP from each grantee. LEPs may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature, and the public.

All grantees are required to submit a LEP by 5 p.m. on August 30, 2021. LEPs are sent to the Indigent Defense Grant inbox (IndigentDefenseGrant@bscc.ca.gov).

Cover Page
The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Project Background
At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- For project components that involve participants:

    - Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
    - Define the criteria used to determine participant eligibility of the target population.
    - Describe the process for determining which intervention(s) and/or services a participant needs and will receive.
- Provide a description of the project's goals and objectives.

Process Evaluation Method and Design

At a minimum, this section should include:

- The research design for the process evaluation.
- For project components that involve participants, include:
    - The plan to document activities within the project and/or services provided to each participant (e.g., maintaining a database, signup sheets).
    - How participants' progress will be tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- For project components that do not involve participants, the plan to document activities (e.g., investigations, system/equipment updates).
- How activity progress will be tracked (e.g., start dates, cases initiated/resolved, inspections).
- Process variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data will be collected, and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components will be monitored, determined effective, and adjusted as necessary.
- The plan for documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project will be implemented to fidelity, when applicable.
- How quantitative and qualitative process data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.

Outcome Evaluation Method and Design

At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation will answer. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- For project components that involve participants:
    - The estimated number of participants expected to receive each type of intervention/service.

    - The criteria for determining participant success in the project.
- The estimated number of activities expected to be accomplished.
- The criteria for determining activity completion and/or success in the project.
- Outcome variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data will be collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.
- The strategy for determining whether outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions will be employed, include a description of how the separate effects on outcome variables of each type of the intervention will be determined, if possible.

Project Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."[1] "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."[2]
- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided.
- Outcomes: "Outcomes are the immediate, specific, measurable changes"[3] due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
    - Short-Term- Timeframe (grant cycle, months)
    - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).[4]

[1] Department of Health & Human Services: Family and Youth Services Bureau, 2020.

[2] The Pell Institute and Pathways to College Network, 2020.

[3] Ibid.

[4] Ibid.

Appendices (if applicable)

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

Indigent Defense Grant Program
Local Evaluation Report

The Indigent Defense Grant Program for funding period February 15, 2021 through June 30, 2023 requires a Local Evaluation Report (LER) to identify whether the project was successful in achieving its goals and objectives. This LER must be based on the original Local Evaluation Plan (LEP). Any modifications to the LEP must be explained in the LER. This guideline was developed to assist grantees in writing a LER that, at a minimum, addresses the required information defined below.

The LER will document the activities completed with the support of grant funds and the outcomes achieved. BSCC will use this report to verify the grant money was well spent and describe the impacts of the project. Assuming the projects have successful outcomes, other organizations may want to adopt certain project components/intervention(s) demonstrated to be effective. Therefore, the report should include enough information to allow other organizations to replicate your project strategies.

The BSCC will make public the LER from each grantee. LERs may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature, and the public.

All grantees are required to submit a LER to the BSCC no later than 5 p.m. on December 31, 2023.

Cover Page
The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Executive Summary
The Executive Summary summarizes the key components of the report so that readers have a brief overview of the project's efforts and results. It should provide a synopsis of the project explaining: the project purpose; goals and objectives, including the extent to which they were achieved; key findings; project accomplishments; and conclusions.

Project Background
At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- For project components that involve participants:
    - Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
    - Define the criteria used to determine participant eligibility of the target population.
    - Describe the process for determining which intervention(s) and/or services

a participant needs and will receive.
- Provide a description of the project's goals and objectives.

Process Evaluation Method and Design

At a minimum, this section should include:

- The research design for the process evaluation.
- For project components that involve participants, include:
  - How activities within the project and/or services provided to each participant were documented (e.g., maintaining a database, signup sheets).
  - How participants' progress was tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- How components or activities conducted as part of the project were tracked/documented (e.g., investigations, system/equipment updates).
- How activity progress was tracked (e.g., start dates, cases initiated/resolved, inspections).
- Process variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data were collected and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components were monitored, determined effective, and adjusted as necessary.
- The method of documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project was implemented to fidelity, when applicable.
- How quantitative and qualitative process data were analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and your method used for analyzing qualitative data (identifying themes, content analysis, etc.).

Outcome Evaluation Method and Design

At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation answered. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- For project components that involve participants:
  - The number of participants who received each type of intervention/service.
  - The criteria for determining participant success in the project.
- The number of activities accomplished.
- The criteria for determining activity completion and/or success in the project.
- Outcome variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data were collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data was analyzed. Describe the

statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.).

- The strategy for determining whether outcomes were due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions were employed, include a description of how the separate effects on outcome variables of each type of the intervention were determined, if possible.

Evaluation Results

This section provides a description of the project outcomes. This section should include:

- The data related to the process evaluation. Describe any changes that were made as a result of the process evaluation findings.
- Total number of participants (unduplicated).
    - Include basic demographic information of your participants (e.g., age, gender, race/ethnicity, risk factors, prior involvement with the justice system).
    - When multiple services are available, include the number of individuals who received each of the services.
- Total number of activities and/or services.
- Progress toward goals:
    - Provide a summary of the degree to which the project's goals and objectives were achieved.
    - Describe factors that affected the progress of project goals. This may include factors which resulted in achieving goals more quickly or impeded your progress. If there were factors that impeded your progress, describe how they were addressed.
- Results of any process analyses and provide a detailed explanation related to the project's performance over the course of the grant.
- Results of any outcome analyses and provide a detailed explanation of findings as it relates to any other additional outcome measures.

Discussion of Results

At a minimum, this section should:

- Discuss the effectiveness of different strategies implemented in the project.
- Make useful recommendations with specific guidance for what to replicate or do differently.

A Current Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."[5] "Include those aspects of

[5] Department of Health & Human Services: Family and Youth Services Bureau, 2020.

the project which are available and dedicated to, or used by, the project/service to operate."[6]

- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided.
- Outcomes: "Outcomes are the immediate, specific, measurable changes"[7] due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
    - Short-Term- Timeframe (grant cycle, months)
    - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).[8]

Grantee Highlight

This section should provide a brief, one-page, visually appealing, highlight or success story that provides additional information related to the project's success over the grant cycle. This highlight may be included in a statewide report. You may include optional graphs, charts, or photos[9]. While every effort will be made to include these in a statewide report, inclusion in the report is not guaranteed.

Appendices

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

[6] The Pell Institute and Pathways to College Network, 2020.

[7] Ibid.

[8] Ibid.

[9] The BSCC will only accept photographs in which all persons depicted are over 18 years of age and have consented to both being photographed and to the use and release of their image. By submitting photographs to the BSCC, the submitter acknowledges that all approvals have been obtained from the subjects in the photograph(s) and that all persons are over 18 years of age. Further, by submitting the photographs, the submitter irrevocably authorizes the BSCC to edit, alter, copy, exhibit, publish or distribute the photographs for purposes of publicizing BSCC grant programs or for any other lawful purpose. All photographs submitted will be considered public records and subject to disclosure pursuant to the California Public Records Act.

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STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

SCO ID:5227-BSCC16923

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC 169-23	BSCC-5227

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME
COUNTY OF MONTEREY PUBLIC DEFENDER'S OFFICE

2. The term of this Agreement is:

START DATE
July 1, 2023

THROUGH END DATE
February 28, 2025

3. The maximum amount of this Agreement is:

$0.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1	Original Indigent Defense Grant Agreement BSCC No. 169-20	23
Attachment 2	Indigent Defense Grant Program Evaluation Guidelines	8

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
COUNTY OF MONTEREY PUBLIC DEFENDER'S OFFICE

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
168 W. Alisal St., 2nd Floor	Salinas	CA	93901

PRINTED NAME OF PERSON SIGNING	TITLE
SUSAN CHAPMAN	Public Defender
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
✍	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
COLLEEN CURTIN	Deputy Director
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
✍	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

Approved as to Form: DocuSigned by: Stacy Saetta C0ECE1B99F444A9... Chief Deputy County Counsel. 12/13/2023

Introduced: 11/29/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute a non-Standard Agreement with Black Hills Information Security, LLC for network security evaluation for the term of January 9, 2024, through June 30, 2024, in an amount not to exceed $37,760; and
b. Authorize the Chief Information Officer or his designee to execute order forms and such documents as necessary with Black Hills Information Security, LLC; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer or his designee; and
d. Authorize the Chief Information Officer or his designee the option to execute up to two (2) future amendments to this Agreement, each extending the term by one year, where the additional costs of each Amendment do not exceed 10% ($3,776) of the original contract amount of $37,760, bringing the maximum additional compensation to $41,536 for each additional term and potential overall Agreement aggregate not to exceed amount to $120,832.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute a non-Standard Agreement with Black Hills Information Security, LLC for network security evaluation for the term of January 9, 2024, through June 30, 2024, in an amount not to exceed $37,760; and
b. Authorize the Chief Information Officer or his designee to execute order forms and such documents as necessary with Black Hills Information Security, LLC; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer or his designee; and
d. Authorize the Chief Information Officer or his designee the option to execute up to two (2) future amendments to this Agreement, each extending the term by one year, where the additional costs of each Amendment do not exceed 10% ($3,776) of the original contract amount of $37,760, bringing the maximum additional compensation to $41,536 for each additional term and potential overall Agreement aggregate not to exceed amount to $120,832.

SUMMARY:

The Information Technology Department is vigilant in its pursuit of protecting the County's network from cyber-attacks. This agreement will assist in that mission with a penetration test. Penetration testers use the same tools, techniques, and processes as attackers to find and demonstrate the business impacts of found security weaknesses, and their testing is performed carefully so that there is no business interruption.

DISCUSSION:

Black Hills Information Security, LLC services include threat and vulnerability assessments. Their penetration testing is designed to identify and focus an organization on key points of leverage to create the largest impact on security with the least cost and effort. They will be able to identify issues and tell the county how they found them. This approach will give the county more information to secure its environment better and is a key to lasting improvement. It addresses the county's tools and technology and improves the capabilities and understanding of its employee's cyber activities.

The Chief Information Officer recommends the approval of this non-Standard Agreement with Black Hills Information Security, LLC for network security evaluation.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the non-Standard Agreement with Black Hills Information Security, LLC. Auditor-Controller reviewed the contract but did not agree to the non-standard payment provisions.

FINANCING:
Required funds will be included in each respective 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 the overall security of the County's network.

__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:
Non-Standard Agreement
Scope of Work

DocuSign Envelope ID: 79A72B00-AF2C-4A65-9B73-6129EBEDF063

Introduced: 11/29/2023 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Authorize the Chief Information Officer to execute a non-Standard Agreement with Black Hills Information Security, LLC for network security evaluation for the term of January 9, 2024, through June 30, 2024, in an amount not to exceed $37,760; and
b. Authorize the Chief Information Officer or his designee to execute order forms and such documents as necessary with Black Hills Information Security, LLC; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer or his designee; and
d. Authorize the Chief Information Officer or his designee the option to execute up to two (2) future amendments to this Agreement, each extending the term by one year, where the additional costs of each Amendment do not exceed 10% ($3,776) of the original contract amount of $37,760, bringing the maximum additional compensation to $41,536 for each additional term and potential overall Agreement aggregate not to exceed amount to $120,832.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute a non-Standard Agreement with Black Hills Information Security, LLC for network security evaluation for the term of January 9, 2024, through June 30, 2024, in an amount not to exceed $37,760; and
b. Authorize the Chief Information Officer or his designee to execute order forms and such documents as necessary with Black Hills Information Security, LLC; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer or his designee; and
d. Authorize the Chief Information Officer or his designee the option to execute up to two (2) future amendments to this Agreement, each extending the term by one year, where the additional costs of each Amendment do not exceed 10% ($3,776) of the original contract amount of $37,760, bringing the maximum additional compensation to $41,536 for each additional term and potential overall Agreement aggregate not to exceed amount to $120,832.

SUMMARY:

The Information Technology Department is vigilant in its pursuit of protecting the County's network from cyber-attacks. This agreement will assist in that mission with a penetration test. Penetration testers use the same tools, techniques, and processes as attackers to find and demonstrate the business impacts of found security weaknesses, and their testing is performed carefully so that there is no business interruption.

DISCUSSION:

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Black Hills Information Security, LLC services include threat and vulnerability assessments. Their penetration testing is designed to identify and focus an organization on key points of leverage to create the largest impact on security with the least cost and effort. They will be able to identify issues and tell the county how they found them. This approach will give the county more information to secure its environment better and is a key to lasting improvement. It addresses the county's tools and technology and improves the capabilities and understanding of its employee's cyber activities.

The Chief Information Officer recommends the approval of this non-Standard Agreement with Black Hills Information Security, LLC for network security evaluation.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the non-Standard Agreement with Black Hills Information Security, LLC. Auditor-Controller reviewed the contract but did not agree to the non-standard payment provisions.

FINANCING:
Required funds will be included in each respective 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 the overall security of the County's network.

__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: 12/5/2023 | 1:31 PM PST
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Non-Standard Agreement
Scope of Work

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INFORMATION SECURITY SERVICES
MASTER SERVICE AGREEMENT

This Master Services Agreement (the "Agreement") is by and between Black Hills Information Security, LLC., a South Dakota Corporation with offices at 115 West Hudson St. Spearfish, SD 57783 ("BHIS"), and Monterey County, a local government, County entity with offices at 1590 Moffett Street Salinas, CA 93905 ("Client"), is effective the 9th day of January, 2024 (the "Effective Date"), and sets out the terms and conditions under which BHIS will provide and Client will receive Services specified in Statements of Work.

Payment Terms

1. All rates for travel and per-diem will be in accordance with GSA rates for the area and are per consultant.
2. Any travel expenses (hotel, mileage and per-diem) will be invoiced separately from the amount listed above. Full payment of expenses is due 30 days after date of invoice.
3. Client will reimburse Consultant for authorized travel expenses, including airfare, GSA rate per diem, car rental (if required), and hotel, in addition to the project fees. BHIS will not bill for travel time to and from the Client designated location(s).
4. The initial draft report will be issued no later than 10 business days from the completion of work. Client then has 10 business days to review the report, add comments, and request changes. Consultant then has 5 business days to issue a response at which time report becomes final.
5. Client will surrender payment to BHIS no later than 30 days from invoice. BHIS invoices upon final report.
6. BHIS's fees do not include sales, use, excise, occupation, privilege, and value-added or similar taxes. Client shall be responsible, on behalf of itself and its Affiliate(s), for the payment of all taxes and fees assessed or imposed on the Services provided or the amounts charged under this agreement in any country or territory in which Client receives the benefit of the Services, including any sales, use, excise, value-added, or comparable taxes, but excluding taxes for which Client has provided a valid resale or exemption certificate. Should any payments become subject to withholding tax, Client shall be responsible for payment of said taxes to the appropriate tax authority in accordance with applicable tax laws. BHIS shall not be liable for any withholding tax, penalty or interest due as a result of Client failure to pay any applicable tax.
7. Engagement timelines and investment levels assume timely participation by Client in all aspects of the project. In the event that Client delays the engagement by failure to deliver required material, communication, not scheduling or participating in required events, or otherwise extending the timeline of the engagement, BHIS reserves the right to adjust the delivery dates and the professional fee and re-invoice Client for any additional work and associated costs that result from the delay.
8. If the Client team ceases to interact with BHIS for a period of more than 90 days, the project will be deemed to be concluded, and final billing will be submitted.
9. The schedule is determined following a signed proposal or statement of work. Any change to the schedule or scope of an engagement following establishment must be mutually agreed upon in

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writing. If, in BHIS' judgment, the change requires additional work, support, and travel not included in the statement of work, BHIS reserves the right to adjust the delivery dates and the professional fee for the engagement and will re-invoice Client.
Any changes to the schedule must be agreed to by both parties.
BHIS may substitute scheduled testers at BHIS discretion to meet schedule.
Client schedule changes require four weeks of notice to avoid incurring a penalty. The following schedule may be enforced if BHIS is not able to reschedule work to avoid idling a tester.

- Less than 4 weeks' notice incurs an additional 20% charge
- Less than 2 weeks' notice incurs an additional 50% charge
- Day of start or within testing time frame incurs an additional 100% charge

BHIS will make a reasonable effort to reschedule work for testers and avoid the additional charge. Additional charge shall be assessed only on the portion of a test that is delayed or cancelled.

10. Payment shall be made by direct transfer or check. Payment by credit card is not permitted.

Audit & Penetration Test Authorization

11. **Purpose.** The purpose of this agreement is to set forth the agreement regarding consulting or network security scanning and penetration testing offered by BHIS to Client. BHIS shall utilize industry standard software to perform electronic scans of Client's networks and/or firewalls or on any system attached to the Client network(s). Measures will be taken to avoid damaging networks and systems, as well as the data contained within such networks and systems. If damages caused by BHIS were unforeseeable, BHIS will not be held responsible for the damages or any of its consequences, unless said damages were caused by gross negligence or willful misconduct of BHIS.
12. **Scope.** This agreement covers all computer and communication devices owned or operated by Client. This agreement also covers any computer and communications device that are present on Client network(s) during the assessment timeframe. BHIS will not intentionally perform Denial of Service activities without the explicit request and authorization of Client.
13. **Network Control.** If Client does not control their network and/or Internet service is provided via a second or third party, these parties are required to approve scanning in writing if scanning is to occur outside of the Client LAN. By signing this agreement, all involved parties acknowledge that they authorize BHIS to use their service networks as a gateway for the conduct of these tests during the dates and times specified.
14. **Service Degradation and/or Interruption**. Network performance and/or availability may be affected by the network scanning and/or testing. Client releases BHIS of any and all liability for damages that may arise from network availability restrictions caused by the network scanning and/or testing, unless such damages are the result of gross negligence or intentional misconduct on the part of BHIS.
15. **Client Point of Contact during the Scanning Period.** Client shall identify in writing a person to be available if the BHIS Scanning Team has questions regarding data discovered or requires assistance.
16. **Scanning Period.** Client and BHIS Scanning Team shall identify in writing the allowable dates and times for scanning to take place during a Rules of Engagement meeting prior to testing.
17. **No Guarantees.** BHIS will use reasonable care in the performance of the Services. CLIENT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BHIS DOES NOT COVENANT, GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, DISCOVER AND/OR REPAIR ANY OR ALL OF CLIENT'S SYSTEM'S VULNERABILITIES, OR THAT BHIS WILL BE ULTIMATELY SUCCESSFUL IN DETERMINING THE SOURCE OR FULL IMPACT OF ANY AUTHORIZED OR UNAUTHORIZED ACCESS OR SECURITY BREACH (OR ATTEMPTED

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ACCESS OR SECURITY BREACH), AND WILL NOT HOLD BHIS RESPONSIBLE THEREFOR. CLIENT AGREES NOT TO REPRESENT TO ANY THIRD PARTY THAT BHIS HAS PROVIDED ANY SUCH COVENANT, GUARANTEE OR WARRANTY. ALL DETERMINATIONS REGARDING THE CLIENT'S APPROACH TO COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, INCLUDING HOW AND WHETHER THE SERVICES CONTRIBUTE TO SUCH APPROACH, SHALL BE MADE SOLELY BY THE CLIENT AND CLIENT SPECIFICALLY ACKNOWLEDGES THAT BHIS HAS NOT REPRESENTED, WARRANTED, OR OTHERWISE GUARANTEED PERFORMANCE OF THE SERVICES WILL RESULT IN ANY SUCH COMPLIANCE.

18. **Possible Damage or Disruption.** BHIS hereby disclaims responsibility for any and all claims of loss arising from or in connection with disruptions of and/or damage to Client's or a third party's information systems and the information and data contained therein arising from or related to the provision of the Services, including, but not limited to, denial of access to a legitimate system user, automatic shutdown of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision of the Services. Client shall indemnify, defend, and hold harmless BHIS from any claims related to any claims of such damage.

19. **Consents and Data.** Client is solely responsible for the content of the data contemplated to be accessed by BHIS from Client's systems under this Agreement. Client has the right to grant to BHIS, and does hereby grant to BHIS (except to the extent otherwise specified in an SOW), the right to access all such data, all such systems, and all facilities associated with such systems and data for the purpose of providing the Services. Client further acknowledges that it has the right to and does hereby authorize BHIS to conduct any forensic or other investigations, to access computers, files or other data reasonably necessary to conduct such investigations, and to view information as necessary to perform the Services. Client shall, at its own cost and expense, obtain and maintain all necessary third party consents required for BHIS to so access such systems and data. Client represents and warrants that BHIS's performance of the Services does not and will not conflict with any obligations of Client to any third party, including without limitation employees of Client. Client further represents and warrants that Client has taken and will take all necessary actions (including without limitation obtaining consents) required for Client to legally disclose all personally identifiable or equivalent data contained within the data to be accessed by BHIS as the result of BHIS's performance of the Services, and that Client shall not grant BHIS access to data and shall not disclose data to BHIS to the extent such access and disclosure is not then permitted under all applicable laws. Client shall not provide BHIS access to any data which require, pursuant to any law or regulation, protection of such data to any legally and/or regulatory specified standard of care, to include without limitation export/import restrictions. Client will also notify BHIS in advance if any data provided to it is restricted for import or export control purposes, including but not limited to the State Department Arms Control list, Munitions list, or any other export control regime. Client shall indemnify, defend, and hold harmless BHIS from any claims related to any breach by Client of any of the foregoing representations, warranties, and obligations.

20. **Legacy Data.** It is understood by Client that there is an element of risk associated with the provision of the Services relating to technical testing. This risk includes the potential that certain electronic and nonoperational data or code may remain on Client's system after the provision of Services by Consultant or its subcontractors ("Legacy Data"), and that Client or its agents may mistakenly perceive such Legacy Data to be malicious in nature and take corrective actions based on such mistaken belief. Although BHIS and its subcontractors will put forth commercially reasonable efforts to remove Legacy Data from Client's system after the provision of Services, it is understood and agreed by Client that there is no guarantee that there will be no Legacy Data left remaining on Client's system after the provision of Services, nor that Consultant or its subcontractors will remove all Legacy Data from Client's systems after the provision of Services. BHIS DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY ACT OR OMISSION BY CLIENT OR ITS AGENTS ARISING FROM OR RELATING TO THE DISCOVERY OF ANY LEGACY DATA, REGARDLESS OF WHETHER SUCH LEGACY DATA

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WAS LEFT INTENTIONALLY, BY DESIGN, BY ERROR OR OTHERWISE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. IN PARTICULAR, BHIS MAKES NO WARRANTY THAT CLIENT'S SYSTEM WILL BE FREE OF LEGACY DATA AFTER THE PROVISION OF SERVICES. IN NO EVENT SHALL BHIS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR DAMAGES RESULTING FROM DISCOVERY OF LEGACY DATA AND ACTS OR OMISSIONS BASED THEREUPON.

21. **Excuse.** BHIS shall be excused from the performance of any obligation to the extent that such performance conflicts with any applicable law or regulation, including without limitation when BHIS in good faith believes that such performance is likely to so conflict.

22. **Confidential Information.** Parties below acknowledge that during the term of this Agreement each party may receive or have access to the Proprietary and Confidential information of the other party, and each party agrees that such information is a valuable asset of the other party and shall remain proprietary and confidential as to its owner. Each party agrees it will not reveal, publicly disclose, or use the other party's Proprietary or Confidential information except as necessary in performing obligations authorized in this Agreement.

23. **Intellectual Property.** All work product will contain Background IP.

    Background Intellectual Property shall mean Intellectual Property, proprietary information, or confidential know-how relevant to the project which is in the possession of a party prior to the commencement of the project or generated after commencement of the project but independent of the project.

    BHIS owns and retains all right, title and interest (including without limitation all copyrights patents, moral rights, trademark rights, and other intellectual property and industrial property rights) in, to and associated with the services ideas, inventions, techniques, improvements, discoveries, software design, software coding, charts, drawings, specifications, notebooks, tracings, photographs, reports, briefings, findings, recommendations, data and memoranda. This is not a work made-for-hire agreement.

    Works published or copyrighted during the term of the service agreement and this SOW will remain copyright of BHIS, unless explicitly agreed within a statement of work, or licensing agreement. BHIS retains all rights to work undertaken under the term of the agreement, unless published under a community license such as the Creative Commons, in which case ownership may pass to the community.

    Any Client proprietary or confidential information remains the property of the Client. No client content shall be so published without written permission.

    Client has a right to use any products related to BHIS services for internal use and will not acquire any right, title or interest in or to any methodology, format, content or technology provided by BHIS as part of the services. Client may share reports, letters of attestation and other provided derivative works with business partners and Clients and other third parties for the purpose of improving and demonstrating Client's security practices, status, and compliance.

IN WITNESS WHEREOF, and in consideration of the mutual promises herein contained and other good and valuable consideration (the receipt of which is hereby acknowledged), authorized representatives of the parties have signed this Agreement as of the Effective Date.

Monterey County	**BHIS**

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Signature:	Signature: DocuSigned by: Nora Fletcher CD99DA2F5E8C407...
Name:	Name: Nora Fletcher
Title	Title Project Management Professional
Date:	Date: 11/29/2023 | 4:34 AM MST

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Proposal Options for External and Internal Network Penetration Test

Classification: CONFIDENTIAL & PROPRIETARY TO BHIS

Presented to:
Monterey County
Dan Kern

Proposal Number 2023-1193 Prepared by:
Black Hills Information Security, LLC
115 West Hudson St.
Spearfish, SD 57783

Date Issued: October 23, 2023

"Proposal" becomes "Statement of Work" upon signing.

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Black Hills Information Security Approach

Monterey County recognizes the need to identify vulnerabilities and associated risk within their organization to improve the security of their IT infrastructure.

Security should augment and strengthen your organization. Some penetration testing firms mistakenly believe that security is the sole business goal for a company or institution. At Black Hills Information Security (BHIS), we understand that your organization is looking for security solutions that drive business and institutional value, among many other considerations. We strive to provide our customers with the answer to one critical question: What actions can be taken to truly improve your organization and make its staff and security architecture better while allowing your organization to perform its other core business functions?

How does our company differentiate itself from others?
Below are several reasons why BHIS stands above and apart from other security consulting companies.

Community Involvement

Due to our commitment to strengthening the entire security community, BHIS strongly believes in giving back to that community. The members of BHIS are part of Paul's Security Weekly (formerly called "PaulDotCom" Security Weekly), the world's largest technical security podcast. We also believe in the power of open-source. We contribute to and are founders of many different open-source projects, such as Recon-ng, Pushpin, the Active Defense Harbinger Distribution, and the Penetration Testing Execution Standard. We have also presented at SANS, Defcon, Black Hat, DerbyCon, and HTCIA, as well as for the FBI, NSA, and DoD. BHIS believes that the landscape for security professionals today requires us to be more patient, persistent, and adaptable than attackers, and that education is the key to instilling these characteristics industry wide.

Non-Traditional Defensive Research

One situation is becoming increasingly evident: Attackers have an advantage on us. Why? Mainly because mainstream defensive tools and techniques are so transparent. Traditional AV vendors and Firewall/IDS vendors encompass 80% or more of most organizations' entire defensive strategy. Without question, a targeted attacker will go through the effort to acquire these same tools and bypass these technologies. This is why BHIS does not simply recommend the same easily bypassed technologies that other penetration testers often propose.

At BHIS, we are on the cutting edge of active defense technologies. In fact, we founded and maintain the only active defense security distribution framework on the internet. The Active Defense Harbinger Distribution is a DARPA-funded project created by BHIS which strives to be an incubator for new defensive ideas and technologies. The mindset of this project fuels everything we do at BHIS.

Meaningful Reports

Human Narratives, Not Just Tool Output

BHIS strives to provide reports to our customers that truly reveal the vulnerable attack surface of your organization, as well as detailing meaningful, real-world mitigations. BHIS does not copy and paste vulnerability scanning results into our reports. Rather, you will find a full narrative that navigates you through the assessment. Our findings write-ups are based on our security consulting experience across many industries and are tailored to your organization's specific situation. Our customers can run many of these tools on their own, yet there is little to no added value in a testing company charging exorbitant amounts of money for a report generated from a free or low-cost tool. Value from a test derives from what

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is found beyond the scanning results via the experience of the tester. This experience and insight are integrated into every report that BHIS delivers.

Knowledge Transfer
BHIS was founded on world-class training. To date, we have trained over 20,000 information security professionals. Because of our teaching experience, we have a strong philosophical approach built on not just providing a report but detailing our tactics to ensure our customers understand how a given attack was executed and the impact on the customer environment. From web attacks, to AV bypass, to internal pivoting, BHIS works to ensure your employees can recreate what we have done in the penetration test. This focus is reflected in our reports, as our aim is to support strong security teams who can navigate your organization's defensive efforts confidently.

When we complete testing, we promise the following:

1. You will get a report that was generated by a real human being who was active in the testing of your organization. Actual thoughts about your organization and your needs will go into the report. We will never be satisfied by simply clicking "Generate Report" from a tool.
2. Your team will not only know what we found, but they will know how we found it. This approach is important because improving technology is relatively minor compared to improving the capabilities and understanding of your people. We strive to provide knowledge transfer so your team can approach the ever-changing threat landscape with a *methodology* and not just a checklist.
3. As part of this contract, all BHIS customers will gain access to an online Antisyphon Cyber Range for up to five (5) people from their team. This environment contains over 50 different challenges ranging from network, active directory and host-based threat hunting, web application attacks and security, operating system security, and forensics. This proposal item is available upon request for up to one year after contract start.

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Scope Offered by Black Hills Information Security

External and Internal Network Penetration Test

Description

When performing scanning activities over the past years, we have noticed that automated tools are often finding fewer and fewer critical vulnerabilities. While this trend is a good thing, we are also discovering many organizations are vulnerable due to Low or even Informational findings. This is one of the major differentiators for Black Hills Information Security (BHIS). We look at scanning and exploitation as more of an endeavor of learning about your environment, the same way a targeted attacker would. We do not simply run a scanner, look for criticals, and then search tools like Core Impact and Metasploit for an exploit. We use our scanning information to try to understand your network and the individual roles of the computers that comprise it. We want to understand how these points of technology support the overall organizational objectives. With this approach, we find far more vulnerabilities than what is reported by a simple scan.

During the assessment and penetration testing phases, we will perform port scans, vulnerability scans, and testing for all computers, devices, databases, and networking equipment on in-scope networks. We will validate the scans to weed out false positives by manually verifying a subset of results within particular vulnerability classes. However, the true value of a penetration tester over a scanner is going the extra mile of looking at vulnerabilities (including the Low and Informational findings) as well as manually probing the in-scope networks and looking for additional methods of entry or compromise not flagged by a scanner.

Testing is typically performed remotely from BHIS systems connected to the Monterey County network. Several options are available from which BHIS can perform remote, internal network testing – minimizing setup time for your team and eliminating the travel costs of on-site testing.

Black Hills Information Security will use specialized techniques (if applicable) such as document metadata analysis, custom password dictionaries, and other proprietary methods. Remediation guidance will be provided for each vulnerability documented in the report, as well as strategic recommendations for improving the security of the organization as a whole.

Targets

- Up to
  - External (Public) Live Systems:
    - < 175 Live IPs
  - Internal (Private) Live Systems:
    - < 6000 Workstations < 350 Servers <10,000 Network Devices

This scope item will be completed remotely.

Objectives

- Provide a profile of the organization and threat modeling available to potential attackers
- Identify systems and key assets exposed to attackers
- Enumeration of vulnerabilities present on systems
- Provide recommendations for protecting key company assets
- Identify areas where sensitive information is exposed
- Provide evidence of the effectiveness of current defensive mechanisms and attack detection methodologies
- Provide an in-depth understanding of discovered vulnerabilities and repercussions, via exploit attempts, where applicable

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- Provide recommendations for remediation of the identified practices and/or exposures based on the above testing

For web applications, please note that in-depth testing is best serviced by a dedicated BHIS Web Application Penetration Test that follows an industry-standard methodology, such as the one compiled by the Open Web Application Security Project (OWASP). However, as part of a network level assessment, a limited scan with the following high-level goals may be performed from a network perspective:

- Provide recommendations for mitigating select exposures in web applications
- Provide limited inventory of select vulnerabilities in the organization's web applications that may expose users to malicious exploits
- Provide high-level understanding and verification, via exploit attempts, of select vulnerabilities in the organization's web applications

Methodology

Assessment and testing focus on identifying key assets and targeting them to harvest information, just as an attacker would on the inside of the network. These tests will include:

- **In-Depth Company Profiling and Threat Modeling** – One of the values provided by testing is an understanding of what information can be gathered about your organization from open sources and, more importantly, what attackers can do with it. We will use various tools and resources to collect public information about your organization and couple it with custom threat modeling to perform targeted attacks and report on them.

- **Host Discovery and Service Identification** – BHIS identifies hosts using several network scanning techniques. By employing different techniques, we can quickly obtain a list of assets, and enumerate the services on them.

- **Vulnerability Discovery** - To further identify risk, a vulnerability scan is specifically tuned for the environment and then executed. This scan can be run across the network and is used as a baseline for exploitation. Internal testing also provides for the opportunity to run authenticated scans, which means the scanner will need user-level authentication to the targeted systems, which allows the scanner to compare the host's configuration to compliance and various industry standards.

BHIS Background with Network Assessments and Penetration Tests

The staff at BHIS hold multiple certifications in the area of network assessment and network penetration testing. However, certifications often don't tell the whole story.

We also teach network penetration testing for the SANS Institute and offer multiple free webcasts on the topic.

The link below highlights just a few webcasts we have offered in the area of vulnerability assessments and network penetration testing:
http://www.blackhillsinfosec.com/?page_id=4424

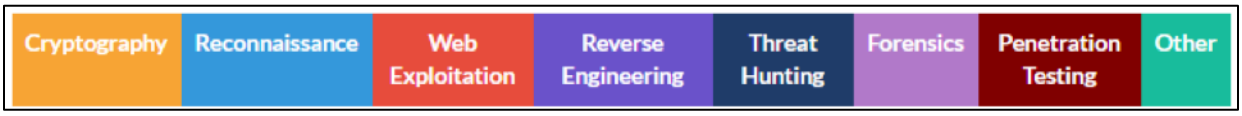
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Antisyphon Cyber Range

As part of this contract, all Black Hills Information Security (BHIS) customers will gain access to an online cyber range for up to five (5) people from their team. This environment contains over 100 different challenges ranging from network, active directory and host-based threat hunting, web application attacks and security, operating system security, and forensics. This proposal item is available upon request for up to one year after contract start.

Challenges

After registration is complete and you've successfully logged into the Antisyphon Cyber Range Scoreboard, you will gain access to the Antisyphon Cyber Range challenges.



Antisyphon Cyber Range Challenge Types

There are seven (7) different challenge types:

1. Cryptography
2. Reconnaissance
3. Web Exploitation
4. Reverse Engineering
5. Forensics
6. Penetration Testing
7. Other

Many of these challenges have hints to help people through them.

The goal of any contract with BHIS is to help wholly strengthen our customers' teams. We fundamentally believe that training should be part of any contract we sign. Because of this, we make this cyber range available to all our customers.

ACE-T™ stands for "Antisyphon Cyber Education Testing." Individuals can get ACE-T™ certified by completing challenges in the Antisyphon Cyber Range, which contains a variety of challenges related to cryptography, forensics, penetration testing, reconnaissance, reverse engineering, and web exploitation. The Cyber Range currently has ten levels of ACE- T™ certification for users to work through.

ACE-T™ certification allows users to demonstrate their infosec expertise to colleagues, management, and HR personnel alike. Users also have the ability to share their ACE-T™ certification level with others by having them look up their name at the following URL: https://lookup.hackhills.com/.

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Deliverables

Black Hills Information Security to Monterey County

- Schedule and coordination
  - Establishment of test dates
  - Project plan
  - Selection of tester(s)
- Rules of Engagement call
  - Review of scope
  - Communication Protocol
  - Confirmation of penetration testing start dates and times
- Report detailed testing results, as described in the Report Format section below:
  - First copy will be considered "draft pending customer comments/input"
  - The first copy will be issued no later than 10 business days from the completion of work. Monterey County then has 10 business days to review the report, add comments, and request changes. BHIS then has 5 business days to issue a response and deliver the final report.
  - If no comments/input are received, the "Draft" will be considered "Final"
  - BHIS will invoice upon report delivery.
- General recommendations for improvement of organizational security
  - Monterey County's questions will be answered for 90 days following completion of work. BHIS cannot guarantee tester's continued availability after this point.

Black Hills Information Security (BHIS) will compile each phase of the security assessment into a report containing the following:

- **Executive Summary** – A highlight of the major problems found and high-level recommendations that address the specific issues, tailored for an executive-level audience. An overall risk analysis rating relative to the discovered findings will also be assigned and described in this section.
- **Methodology** – A complete description of all testing performed, including instructions for recreating the test scenarios so that the organization can re-test after mitigating controls have been implemented (as available).
- **Findings** – A complete description of each major vulnerability found, including details on how it was exploited and what information or level of access was obtained as a result. This section will also contain:
  - ***Discussion*** – A description of how the documented vulnerability could affect the organization if an attacker exploited it
  - ***Recommendations*** – A detailed description of how to fix the vulnerability (as available), including command and configuration examples. Also included are any organizational improvements to policy and/or processes that will help remediate the vulnerability
  - ***Resources*** – Links to information about the vulnerabilities that were found and remediation guides (as available)
- **Supporting Data Archive** – An archive of all tool output and vulnerability scan reports. The archive will also include:
  - Listing of all open ports and likely services based upon fingerprinting and analysis techniques
- **Results of Any Specific Testing (as applicable)**
  - For example, password cracking, wireless assessments, social engineering, and port scanning will be included. Each vulnerability or exposure will be documented in the format described above.

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Monterey County to Black Hills Information Security

- Signed agreement (see separate MSA)
- BHIS strongly suggests testing occur on non-production systems and databases (for web application penetration testing). When needed, we can accommodate two phase engagements, where testing occurs on non-production assets with some issues validated later on production.
- Authentication credentials for the web application(s) to be tested
- Remote access via VPN or other compatible remote access method
- Scoping document with scope authorization. Generated with project management team following award of proposal.
- BHIS will need access to customers testing environment for the 2 weeks of the reporting period
- Primary Project Contact and Primary Technical Contact information:

Primary Project	Primary Technical (if different)
Name: Dan Kern	Name:
Title:	Title:
Email:	Email:

Please note, the project management team will generate a scoping checklist in conjunction with the BHIS customer during meetings, following the signing of the statement of work. Below is a breakdown of some of the items typically covered in the scope checklist.

- Targets or technical points of focus
- Primary and backup points of contact
- Notification procedures for critical findings
- Authorized testing timeframes
- Notification procedures and protocols for customer points of contact
- Meetings, notifications, and contact frequency and format
- Sensitive and/or prohibited ranges and systems
- Customer guidance to testers
- Etc.

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Project Timing

Timing

Please note that the timing of this project will be determined following signature of proposal/statement of work. The schedule will be generated by the BHIS project team, following coordination with Monterey County regarding deadlines, tester availability, and customer enterprise environmental factors (e.g., remote access, test string availability, blackout dates, support personnel etc.). No guarantees on schedule can be made that are not identified in this section.

BHIS has not preplanned this work.

Work that has not been preplanned may take six to twelve (6-12) or more weeks to commence, starting from the date of a signed proposal/statement of work. This estimate is based on current workloads, resources, and projections.

Cancellation or rescheduling of work without 4 (four) weeks prior notice will incur an additional charge. The following schedule may be enforced if BHIS is not able to reschedule work to avoid idling a tester.

- Less than 4 weeks' notice incurs an additional 20% charge
- Less than 2 weeks' notice incurs an additional 50% charge
- Day of start or within testing time frame incurs an additional 100% charge

BHIS will make a reasonable effort to reschedule work for testers and avoid the additional charge. Additional charge shall be assessed only on the portion of a test that is delayed or cancelled.

The table below is listed for planning and estimation purposes. This reflects time on keyboard or on-site actively engaged in the testing methodology. It does not include planning, coordination, set up, reporting or debriefing the customer. As all BHIS engagements are timebound, proper guidance from Monterey County will result in optimal coverage within the time constraints.

Service Options	Estimated Active Tester Time for Planning Purposes
External Network Penetration Test <175 Live IPs	4 days
Internal Network Penetration Test <6000 Workstations <350 Servers < 10,000 Network Devices	7 days
Antisyphon Cyber Range	Within a Year

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Fees

Quote

The following fixed fee(s) for service below is/are good for 45 days from issuance.

Fee(s) include(s) project setup, coordination, test preparation, standard report production, report review, report editing, and comment resolution. Any work beyond this description and the work described in each section above should be discussed with the BHIS team prior to signing of this proposal. All line items are timebound.

Remote Testing Options	Estimated Active Tester Time for Planning Purposes	USD
External Network Penetration Test <175 Live IPs	4 days	$14,080
Internal Network Penetration Test <6000 Workstations <350 Servers < 10,000 Network Devices	7 days	$23,680
Subtotal		**$37,760**
Onsite Testing		
NA	NA	NA
Subtotal		**NA**
Assessment Total (not including any applicable travel expenses)		**$37,760**

Included Services	USD
Antisyphon Cyber Range ($1,800 Value)	Included

There is no decrease in cost if customer chooses not to select the included service. The included service is available upon customer request.

NOTE: Daytime/business hours testing is assumed. Daytime/business hours are defined as 8am ET to 6pm PST, Monday through Friday. Automated scanning may be run off-hours but not penetration testing.

Remediation validation (remediation check of reported findings) can be added as an option as one day blocks of $2,500. Remediation validation must be completed within 30-60 days from the Initial Report. Ongoing remediation validations are limited to one validation. Remediation validations cannot be performed on Pivot, Red Team, Physical, and Wireless tests.

Client is invoiced per the MSA or monthly for work completed over an extended period of time.

The above statement of work is hereby accepted and will be executed in accordance with the signed Master Service Agreement on file. In consideration of the mutual promises herein contained and other good and valuable consideration (the receipt of which is hereby acknowledged), authorized representatives of the parties have signed this Agreement as of the Effective Date.

Monterey County	**BHIS**
Signature:	Signature: DocuSigned by: Nora Fletcher CD99DA2F5E8C407...
Name:	Name: Nora Fletcher
Title	Title Project Management Professional
Date:	Date: 11/29/2023 | 4:34 AM MST

Invoice Name(s)/POC(s):
Invoice Address:
Invoice Email:
Invoice Phone:
Invoice Mailing address of company is different than physical address:
Special Instructions, if required:

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Appendix A: About Black Hills Information Security

Black Hills Information Security is a leader in the information security industry. We are part of the most popular weekly security podcast on the topic, provide monthly webcasts on late-breaking computer attack vectors, and frequently speak at internationally recognized conferences in addition to teaching for the SANS Institute.

John Strand, GCIH, GCFW, CISSP
John is the Owner of Black Hills Information Security (BHIS) and has both consulted and taught hundreds of organizations in the areas of security, regulatory compliance, and penetration testing. John is also an instructor and course author of BlackHat's "Active Defense, Offensive Countermeasures, and Hacking Back" and the SANS Institute's "Hacker Tools, Techniques, Exploits and Incident Handling" classes. John is co-author of the" Offensive Countermeasures: The Art of Active Defense" book and is a contributor to the industry shaping Penetration Testing Execution Standard and CIS Critical Security Controls frameworks. He leads the Hunt Teaming, Command & Control (C2)/Data Exfiltration and Pivot testing development at BHIS. He is a dynamic speaker at IANS symposiums and other conferences worldwide. In his spare time, he co-hosts the Hack Naked TV and Security Weekly podcasts.

Ethan Robish, GCIH, GREM
Before becoming the second full-time employee at BHIS, Ethan interned with BHIS for 4 years while he obtained a B.Sc. in Computer Science and a minor in Mathematics at South Dakota School of Mines & Technology. During that time Ethan implemented defensive security solutions for the Exchange Online security team as an intern at Microsoft and obtained his GIAC Certified Incident Handler certification from the SANS Institute. Ethan is the project lead of the Active Defense Harbinger Distribution.

Joff Thyer, GXPN, GWAPT, GPEN
Joff has over 25 years of experience in the IT industry in roles such as enterprise network architect, network security defender, penetration tester, and malware researcher. He has experience with intrusion detection and prevention systems, penetration testing, engineering network infrastructure defense, and software development in multiple programming languages.

Joff has taught "Automating Information Security with Python" at the SANS institute and developed/taught information security classes "Enterprise Attack Emulation/C2 Channels", "Regular Expressions", and a beginner "Introduction to Python" course for AntiSyphon training. Joff is also a faculty member with the IANS research group in Boston, MA.

Joff holds a B.Sc. in Mathematics, an M.Sc. in Computer Science, and holds the GIAC certifications GPEN, GPYC, GWAPT, and GXPN. He helps lead technology development, assumed compromise testing, and malware research techniques at BHIS. In his free time, Joff enjoys woodworking and being a musician.

Beau Bullock, OSCP, OSWP, GCIH, GCFA, GSEC, GPEN, GXPN
Prior to joining BHIS, Beau's primary role has been implementing security controls to protect information and network assets. He has held information security positions in the financial and health industries. Beau has experience with all aspects of enterprise network security including penetration testing, vulnerability analysis, data loss prevention, wireless security, firewall management, and employee security training. In his spare time, he hosts the Hack Naked TV information security webcast and presents at conferences. Beau holds a B.S. in Information Technology.

Brian Fehrman GXPN, OSCP
Brian Fehrman has been with Black Hills Information Security as a penetration tester and security analyst since 2015, but he has been interested in security since his family got their very first computer. Brian has a passion for learning; he spent eight and a half years as a full-time student prior to his career. In this time, he obtained a BS in Computer Science, an MS in Mechanical Engineering, and an MS in Computational Sciences and Robotics. Beyond that, he is a GIAC certified Exploit Researcher and Advanced Penetration Tester (GXPN), an Offensive Security Certified Professional (OSCP), and he will

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begin working towards a PhD in Cyber Operations in the Fall of 2019. Brian's love of learning is evident in his work too, as one of his favorite aspects of his job is the continuous new challenges that push him to improve his skills. He enjoys being able to protect his customers from "the real bad guys" and his favorite aspects of security include internal-network pivot tests, red teaming, and hardware hacking.

David Fletcher, GSE, GSEC, GCIA, GCIH, GCFA, GAWN, GISP, GLEG, GCPM, GWAPT, GPEN, GXPN
David Fletcher has been working for Black Hills Information Security as a penetration tester and security analyst since 2015. He has spent most of his career working for the US Air Force and engaged in a variety of disciplines within the IT industry including boundary defense, web and application development, system administration, and offensive cyber research. David approaches penetration testing with a creative mind, treating each test as a puzzle and always exploring new methods of exploitation. He holds a BS in Electrical Engineering and an MS in Information Security Engineering from the SANS Technology Institute. Outside of work, David enjoys playing the guitar, hunting, and fishing.

Brian "BB" King, GXPN, CEPT, CISSP, GCIH, GCIA
BB has been a Security Consultant at BHIS since 2015 and a penetration tester since 2008. In previous corporate security roles, he developed application security testing and reporting standards, worked with development teams to improve coding practices, and with new penetration testers to help them gain proficiency and understanding. At BHIS, he specializes in web applications and web APIs, and sees developers and QA engineers as partners in the never-ending quest to make security part of the development lifecycle instead of just a checkpoint near the end. He teaches penetration testing and reporting classes with Antisyphon Training and at local security conferences whenever he can.

Derek Banks, CISSP, GCFA, GNFA, GCIA, GCIH, GMOB, GPEN, GSEC Gold (Ret.)
Derek has been a Security Analyst for Black Hills Information Security since 2014 and has been in the IT industry for his entire career. He has experience in forensics, incident response, creating custom host and network-based monitoring solutions, penetration testing, vulnerability analysis, and threat modeling. Derek has a BS in Computer Information Systems and a MS in Data Science. Derek enjoys spending time with his family, staying physically fit, outdoor activities, and playing the guitar.

Sally Vandeven, GIAC (GSE, GCIH, GPEN, GWAPT, GCIA, GNFA, GCFE, GCFA, GREM, GSEC, GCPM, GCWP), CISSP, CCE, GAWN
Sally Vandeven has been a security analyst and penetration tester for Black Hills Information Security since 2015. She also currently works as a faculty research advisor for the SANS Technology Institute graduate program. Prior to joining the team at BHIS, Sally worked as an application developer, Linux system administrator, and a mom, which she describes as the best job in the world. Sally has a talent for physical security tests, but she also enjoys internal pivot tests, cracking passwords, and finding new and unique ways to approach her work. Sally has many hobbies outside of work, her top three are hiking, biking and juggling.

Rick Wisser, GCIH
Rick has over 15 years of experience in networking, system infrastructure, and deployment. His past experience includes working in an information systems capacity, engineering, and engineer management. Rick served in the Air Force and his career has involved medical systems, aerospace/defense, telephone, storage devises, radio frequency, wireless communications and other specific proprietary computing systems.

C. J. Cox, CISSP, QSA, GSNA
C. J. has over 25 years of experience in information technology and security in both government and industry. He has worked in in roles to include help desk, system administration, classroom teaching, network operations Information System, Security Officer, Information System Security Manager, Information System Security Engineer, and technology management.

Jordan Drysdale, GCIH, GPYC, CCNP, VCP, HP MASE, FCNSP

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Jordan Drysdale has been with the Black Hills Information Security family since 2016. He is a security analyst, penetration tester, and member of the systems administration team. Jordan came to BHIS with a very strong background, including many years of work in networking tech support and systems engineering. Throughout the years with BHIS, Jordan has fostered growth initiatives, developed training courses, and shared knowledge with anyone willing. Jordan now serves as part of the quality control team and serves as one of BHIS's external and internal network testing leads.

Craig Vincent, OSCP (retired), OSWP (retired), GWAPT
Craig Vincent is a security analyst and penetration tester and has been with Black Hills Information Security since early 2018. He has a background in software development, red teaming, and systems engineering with a B.S. in Computer Science and a B.S. in Computer Security from Fairmont State University. He has the OSCP, OSWP, CEH, and Security+ certifications. When on an engagement, Craig has the keen ability to find a couple of seemingly minor vulnerabilities that he can exploit together for a more interesting result...the "popping of boxes.

Kent Ickler, GCIH, MCSE, MM
Kent Ickler has nearly 20 years of experience working in the Information Technology fields. He has a Masters in Management with undergraduate studies in Network Design and Management. He has extensive background in telecommunications, Financial Services, Higher Education Management and SMB industries. His background in Business Management provides a thorough understanding of how Business Operations are supported by Information Technology and how the complex and critical nature of Information Security can make or break business in today's environment.

Bryan Strand, GHIC, GCCC
While Bryan's focus at Black Hills Information Security is currently the Manger of Business Capture, he has a growing passion for strengthening defenses through the CIS 20 Critical Controls. He has earned his GIAC Certified Incident Handling Certification and GIAC Critical Security Controls Certification.

Justin Angel, OSCP, OSCE
Justin is a technical resource with a passion for network-based offensive security. He developed a foundation for InfoSec while pursuing his Bachelors Degree in Information Security and Assurance at Kennesaw State University, where he graduated Magna Cum Laude in December of 2013. Certification programs, such as the Offensive Security Certified Professional (OSCP) and Offensive Security Certified Expert (OSCE), later allowed him to obtain a practical skill set that now enables him to creatively identify and exploit vulnerabilities pursuant to achieving threat objectives during engagements.

Michael Allen, OSCE, MLSE, CISSP, OSCP, SEPP
Michael Allen is a Senior Security Analyst and Red Team Practice Lead who joined the team at Black Hills Information Security (BHIS) in 2019. Having started hacking and picking locks at an early age, Michael has since turned "doing things he's not supposed to do and going places where he's not supposed to be" into an impactful career. He has a multitude of infosec certifications and his “think like a criminal” mindset on security assessments brings incredible value to the clients he serves. Pentesting isn't just a job for Michael; it's a way of life, in which he brings fun, creativity, and passion to every hack, breach, and bypass he attempts.

Dale Hobbs, GSEC, GCIA, GCIH, GPEN, GCCC, GDAT, CRTP
Dale has over 22 years of experience in networking, system administration, and security operations and engineering. His past experience includes heading up the infosec team for a large North American Retail company where he built their security program from the ground up. Dale holds the GSEC, GCIA, GCIH, GPEN, GCCC, GDAT certifications and is an active member of the SANS Advisory board.

Mike Felch
Mike is a red team lead and security researcher at Black Hills Information Security along with being an active instructor and course creator for offensive security training curriculum. Prior to joining BHIS, he was Vice President of Security Research for an infosec startup leading technical teams and exploiting

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hardware. Throughout his career, he's held roles as a software engineer, pentester, and system administrator. Mike is a divergent thinker who enjoys cognitive challenges and understands the power of collaboration. He's actively involved in the infosec community as a public speaker and regularly open sources red team tools and security research.

Corey Ham, OSCP
Corey is a security analyst at BHIS, specializing in penetration testing and red teaming. He has over 8 years of experience in offensive security consulting focused around adversary simulation engagements and TTP development. Corey has been a speaker at various conferences, including defcon red team village and source zero con. He has published and contributes to open source projects focused primarily around OSINT. Outside of security, his technical interests include infrastructure and development, and his personal hobbies include the outdoors and cars. Corey graduated with a BS in computer networking from Baldwin Wallace University in Berea, OH.

Tim Fowler, OSCE, OSCP, OSWP, CISSP
Tim Fowler has been working for Black Hills Information Security as a penetration tester since 2021. Prior working for BHIS, he worked in the financial sector as a cyber security research scientist and red teamer, as well as managed all cyber range operation for a financial institution. Prior to that he worked as a security consultant, performing penetration testing, policy review, and incident response. Tim is active in the information security industry and as contributed by giving talks at various conference's, developed a wireless penetration testing training course and served as a mentor for a collegiate cybersecurity program. Outside of work, Tim enjoys spending time with his family, working in his woodshop, tinkering with his CNC machines, and training for long course triathlon's.

Ben Burkhart, OSCP, ESCP. ESCPPT, Sec+
Ben Burkhart is a security analyst and penetration tester at Black Hills Information Security with experience focusing on enterprise Windows Active Directory networks and internal penetration assessments. Ben has also worked to help organizations bolster their security incident detection and response capabilities by performing adversarial threat emulation activities. Ben has led and delivered internal, external and application penetration assessments as well as incident response, assumed breach and cloud security audits for organizations of varying size and industry, including Fortune 25 companies. Ben has a non-traditional background, including a lifetime of tinkering with technology and a storied career bartending in Chicago. When he's not working, Ben enjoys running, video games, and caring for a retired racing greyhound named Louise.

Ralph May, OSCP
Ralph May is a penetration tester and security analyst for Black Hills Information Security. Ralph joined the BHIS team in 2020. Before joining BHIS, Ralph works for a competing firm as a penetration tester for the last five years. Ralph has delivered on a diverse set of engagements to included advanced adversary simulations, physical engagements, and advanced hybrid cloud penetration tests. Ralph is extremely active in the security community, speaking at multiple conferences and contributing to numerous open-source security tools. Ralph is a US Army veteran, having worked directly under the United States Special Operations Command as a soldier and civilian on many different information security challenges and treat actor simulations.

Kevin Klingbile, GIAC (GSE, GMOB, GCCC, GMON, GCLD, GDAT, GCDA, GPEN, GBFA, GWAPT, GCFE, GNFA, GSEC, GCIH, GCWN, GCIA, GNSA), CISSP P
Kevin has over 18 years experience working in the Information Technology field. Prior to joining the team at BHIS, Kevin worked in energy utilities, telecommunications, and healthcare industries. He has held positions from helpdesk to network engineer, systems admin, and security analyst. Kevin is a contributor to the IT security community as an advisor on the CIS top 20 controls panel. He also teaches security courses at Western Dakota Tech as an adjunct professor. He holds an MBA in Information Technology Management and a BS in Information Technology.

Ashley Knowles

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Ashley has over a decade of experience in Cyber Security. She has spent her career working as a penetration tester providing internal and external network penetration tests, web application, social engineering, WiFi and physical assessments. Ashley also spent three years leading an internal red team and developing custom red team tooling. Ashley holds a B.S. in Information Science and Technology and is currently studying for a M.S in Cybersecurity at DePaul University.

Luke Baggett, GSEC, GPEN, GCIH, GCIA, GCFE, GXPN
Luke Baggett is a security analyst for Black Hills Information Security. Before joining BHIS, he worked in roles involving network security monitoring and systems administration. Luke holds a BS in Computer Science from the Georgia Institute of Technology and multiple certifications from the SANS Institute.

Sean Verity, GXPN, GPEN, GAWN, CISSP
Sean Verity began working for Black Hills Information Security (BHIS) in March of 2022 as a security analyst and penetration tester. Prior to working at BHIS, Sean built a comprehensive ethical hacking program for one of the largest federal credit unions in the United States (US). Sean is also a US Marine Corps (USMC) veteran. During his time in the USMC, Sean discovered his calling when he learned that there was a profession that would allow him to hack (legally, of course). Sean is excited to be on a team with like-minded individuals and to participate in passing on knowledge. Outside of work, Sean enjoys laughing at his wife's jokes, hunting, gardening, and working out.

Joseph Kingstone, OSCP, OSWP, CISSP, CRTO, CRTP, MCSA, eCPTX, eCPPT, eWAPT, PNPT
Joseph has been in I.T. since 2014 and in Cyber Security since 2015. Joseph has held roles from Tier 1 Help Desk/System Administrator to Senior Operator on Red Team engagements. His favorite part of working at BHIS is collaboration among a large group of talented testers and helping customers understand, plan, and fix vulnerabilities. Outside of work Joseph enjoys tinkering with cars, exploring the planets with a telescope, and helping fellow veterans break into CyberSecurity.

Gabriel Prud'homme, OSEP, OSCP, PACES, CRTE, CRTP, CRTO, CARTP
Gabriel Prud'homme joined Black Hills Information Security (BHIS) in 2022 as a full-time Penetration Tester / Security Analyst. Gabriel previously worked in the IT field for 15 years before transitioning to security as a pentester for a large telecommunication company where he delivered internal, external, social engineering, and wifi security assessments for various industries. His curiosity and passion have driven him to acquire several certifications over the years. He is honored to be part of the BHIS team for their "doing the right thing and doing it right" philosophy. During his free time, he enjoys "taking the time" with his family, backpacking, and scuba diving.

Melissa Bruno
Melissa Bruno began working for BHIS as a Security Analyst in March of 2017. Her focus is on penetration tests for web applications, external networks, and internal networks. Melissa has a bachelor of science degree in computer information systems with a concentration in information security, and prior to joining BHIS she worked on securing systems and programming security tools as a Security Engineer. She describes testing at BHIS as being akin to "going on a treasure hunt every day." Outside of work she is an avid reader of sci-fi and fantasy novels, as well as technical books that help hone her skills.

Daniel Pizarro, PNPT, eCPPT, eWPTX, eWPT, eJPT, OSWP, OSCP, PenTest+, CySA+, Security+
Daniel Pizarro is a Security Analyst and Penetration Tester at Black Hills Information Security (BHIS). Before joining the BHIS team, Daniel developed open-source security tools, worked as a penetration tester, participated in bug bounty programs, and worked as a cyber security instructor. His responsibilities at BHIS include web application and external penetration testing, as well as internal infrastructure testing.

Alyssa Snow
Alyssa Snow joined Black Hills Information Security as a security analyst in the Spring of 2022. Alyssa holds a BS in Computer Science. She began her career building automated security solutions as an application security intern. Previously, Alyssa worked on an internal offensive security team at a software company. Alyssa chose to work at BHIS because of the team full of inspiring people who are passionate

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about security and educating the community. Outside of work Alyssa enjoys spending time outdoors with her loved ones.

John Malone, eJPT
John Malone has a background in management consulting and physical security, and recently began working with Black Hills Information Security. He holds an Associates of Science degree in Computer Networking and a graduate-level education in Organizational Psychology. John's experience ranges from contracting as a security officer up to holding a leadership position as an account manager for a Fortune 500 client, where he had full ownership of the organization's Midwest physical security operation. He has experience in physical penetration tests, along with some webapp, internal, and wireless network tests. Outside of work, John enjoys competing in CTF events, creative writing, and spending time with his family.

Steve Borosh, OSCP
Steve Borosh is a proud U.S. Army Infantry veteran and security consultant at Black Hills Information Security. Steve has extensive experience as a penetration tester, red team operator, and instructor since 2014. Steve has instructed courses on penetration testing and red teaming for the public, private, and federal law enforcement sectors. Steve also has experience teaching and speaking at conferences such as Blackhat, various BSides events, Gartner, and others. Steve maintains a blog and GitHub repository to share knowledge and open-source offensive tools with the community. Steve earned a B.S. in Computer and Information Science from ECPI University.

Jack Hyland
Jack Hyland started interning with Black Hills Information Security in 2021 while finishing up his bachelor's and master's in cyber-security. Throughout his college career, he worked for a research lab dedicated to studying deep-learning attacks and defenses against popular privacy technologies such as Tor. While working for the lab, his peer-reviewed research was published and presented at an international conference. Jack enjoys participating in CTFs and cyber-security competitions to stay active in the community and was a finalist at the 2022 Collegiate Penetration Testing Competition. He now works as a full-time tester for Black Hills Information Security and specializes in web-application penetration tests. Outside of work, he enjoys rock climbing, snowboarding, and homebrewing IPAs.

Troy Wojewoda, GSE, GRID, GNFA, GCFA, GCIH, GCIA, GREM, GAWN, GSEC, GSEC Gold, CISSP
Troy is a security analyst and penetration tester at Black Hills Information Security. Prior to joining BHIS, Troy has held roles in application and system administration, host and network intrusion detection, wireless security, penetration testing, digital forensics, malware analysis, threat hunting and incident response. In addition to earning several professional certifications, Troy has a BS in Computer Engineering and Computer Science. Troy enjoys writing custom tools and developing novel techniques for testing the security posture of an organization. Away from work, Troy enjoys spending time with his family, camping/hiking in the mountains, homebrewing, woodworking and coaching children in STEM programs.

Hal Denton, Network+, Security+, CEH, GREM, GPEN, GCFA, GNFA, CISSP
Hal Denton joined the Black Hills Information Security (BHIS) team in December 2021. In his role as a Security Analyst, he works DFIR engagements/development, as well as hunting and threat detection creation. Hal started his career over 20 years ago, moving through different roles such as help desk, system admin, security engineer, incident response, digital forensics, malware analysis, threat hunting, threat intel, research, and SOC lead. Hal says, “I love the fact BHIS is trying to provide an easier on-ramp for the next generation of security professionals… to be a part of the family was a no-brainer.” Outside of work, Hal enjoys spending quality time with his family, disconnecting from technology by going backpacking through the woods, and a variety of hobbies such as 3D printing, home improvement, and gardening.

Bradley Konsela
Bradley is a Linux enthusiast, hacker, and musician. He has an academic background in computer science and a professional background in IT and supercomputing cluster system administration. He

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joined the BHIS team in 2019. When he isn't testing, he can often be found tinkering with Linux, building and playing synthesizers, and rock climbing with friends.

Chris Traynor, GSEC, GCIH, GWAPT, GPEN
Chris joined Black Hills Information Security (BHIS) in July 2022 as a Penetration Tester, where he is responsible for Pen Testing web apps, APIs, and networks. Chris has over 15 years of experience in Web/Mobile App development, QA Automation, and Penetration Testing. He is also a TA for SEC504, SEC542, SEC560, & SEC580 with the SANS Institute where he is working on becoming an instructor. Chris is an active member of the GIAC Advisory Board, InfraGard, and The Open Organization Of Lockpickers (TOOOL).

Jason Mehlenbacher
Jason Mehlenbacher joined the Black Hills Information Security (BHIS) team in January 2022. As a Penetration Tester, he performs security testing for customers and provides detailed reports of the findings. Previously, Jason worked at Comerica Bank as technical lead for a networking/security team, and before that, he was an IT specialist for the Air Force. Jason was drawn to work at BHIS because of the people and environment; he values the knowledge-sharing community. When he's not working, Jason can be found spending time outdoors, riding his motorcycle, and gaming.

Isaac Burton
Isaac is a penetration tester at Black Hills with 7 years of work experience in various fields including infrastructure, supercomputing, cybersecurity course development, tool creation and ethical hacking. He is proficient in JavaScript, Python and C programming, and specializes in web application and API testing. Isaac enjoys a challenge and is constantly searching for new learning opportunities. Outside of work, he enjoys hardware hacking, video games, going to the gym, and working on his Jeep.

Fernando Panizza, OSCP, OSWE, CRTO
Fernando has been a Penetration Tester at BHIS since March 2022, he has over 8 years of experience in information technology and over 5 in information security working with government and financial organizations. Prior to joining BHIS, Fernando was a security consultant performing penetration testing and incident response. Outside of work he enjoys security challenges, music, video games and martial arts.

Terry Reece, GCFA
Terry is a penetration tester at Black Hills Information Security with 25 years of experience in a broad range of fields within information security. His past experiences include providing incident response and penetration testing services across a wide variety of industries including healthcare, government, retail, non-profit, and financial. Outside of work, Terry enjoys fishing, playing guitar, and spending time with his family.

Phil Miller, OSCP
Phil Miller joined the team at Black Hills Information Security (BHIS) in the spring of 2022 as a Penetration Tester working on web application, external, and internal network testing. Prior to this role, he was an information security associate for an e-commerce B2B company. Phil chose BHIS because of the "the amazing content and fantastic quality of work that they deliver, and it's an awesome group of talented individuals." He loves being on a team with folks who are also passionate about their work. Outside of work, he enjoys the arts (drumming & music, drawing & painting), as well as sports (golfing, bowling, and basketball).

Serena DiPenti
Serena DiPenti joined Black Hills Information Security (BHIS) in April 2022, after previously working as a network engineer at Cisco. As a Security Analyst and Content Creator, she communicates pentester concepts through content. Serena chose to join BHIS because she wanted to be a part of a company that fosters community. She values the flexibility to create what she wants and the opportunity to collaborate with incredibly intelligent people. Outside of work, she can be found biking, creating on TikTok, and trying new hobbies.

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Cameron Cartier
Cameron Cartier joined Black Hills Information Security in 2023 as a Penetration Tester. In this role, she hacks things, teaches things, and researches things of all sorts. Cameron loves the friendly collaborative environment; she gets to do cool things with cool people and get paid for it. She is a graduate student researching privacy enhancing technologies. Outside of work, Cameron enjoys jiu-jitsu, gardening, hanging with friends, and adventuring in the mountains.

Kaitlyn Wimberley
Kaitlyn Wimberley joined BHIS in March of 2022 as a SOC Security Analyst. Kaitlyn obtained her Master of Science in Cyber Security from New York University in 2021 with high honors. While at NYU, she worked as a teaching assistant in NYU's Offensive Security course, and served as president of the OSIRIS security lab. Kaitlyn has also earned the Pentest+ and BTL1 certifications. In her spare time, Kaitlyn enjoys the usual things (games, music, and reading), attempting to keep plants alive, and going on adventures with her family.

Kiersten Gross
Kiersten is a security analyst and SOC member. Prior to joining BHIS, he worked as a shop-hand. Kiersten has a BS in Software Development and an MS in Cybersecurity. Away from work, Kiersten enjoys spending time in the mountains with his family.

Dave Hoff
Dave is a Cloud Architect and Systems Administrator at Black Hills Information Security. Prior to joining BHIS, Dave worked in the higher education industry and has worked in incident response, detection engineering, SIEM design and maintenance, threat intelligence, and network security monitoring. Dave earned a BS in Information Systems and enjoys automating his work and sharing his knowledge with others. When he's not working, Dave enjoys building specialized vehicles, playing music, and camping.

Michael Getman
Michael is a SOC analyst at Black Hills Information Security. Prior to joining BHIS, Michael held roles as an enterprise technician and systems administrator. Michael ha a AAS in Network and Systems Administration.

Hayden Covington
Hayden is a security analyst at Black Hills Information Security. Prior to joining BHIS, Hayden worked in the SOC of a naval contractor as a tier 2 analyst, SOAR/SIEM engineer, and the enterprise insider threat lead. In addition, Hayden has also worked in a forensics, administrative, and project management capacity in the past. Hayden has a BS in Cybersecurity from Regent University where he served for multiple years as vice president of the university’s student activities board. With a passion for process improvement and automation, Hayden is always on the lookout for ways to optimize processes, freeing up time for more valuable tasks. Outside of work, Hayden enjoys triathlons, motorsports, and tinkering in various other hobbies.

County of Monterey

Board Report

Legistar File Number: 23-936

Item No.51

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

January 09, 2024

Introduced: 12/8/2023
Version: 1

Current Status: Passed
Matter Type: General Agenda Item

Approve and authorize the Auditor-Controller to sign an Amendment No. 6 to the Professional Services Agreement with Hinderliter, de Lamas & Associates, for the provision of sales and use tax recovery analysis and audit services, adding $74,850 for a revised total contract amount of $463,955, with no change to the contract term of July 1, 2019 through June 30, 2024.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the Auditor-Controller to sign an Amendment No. 6 to the Professional Services Agreement with Hinderliter, de Llamas & Associates, for the provision of sales and use tax recovery analysis and audit services, adding $74,850 for a revised total contract amount of $463,955, with no change to the contract term of July 1, 2019 through June 30, 2024.

SUMMARY:
The County Auditor-Controller's Office (ACO) provides oversight and coordination related to sales, use and transaction tax analysis and audits to ensure the County of Monterey receives its proper share of these revenues. For many years the ACO has contracted with Hinderliter de Llamas & Associates (HdL) for these services. HdL also provides ongoing data and analyses to support County staff in fiscal and economic planning and development. HdL represents most of the counties in California and the cities in Monterey County in this capacity. HdL actively interfaces with CSAC, SACA and Beacon Economics of California.

The cost for HdL services is a set cost of $7,200 per year plus 15% of all new and recovered sales, use and transaction tax revenue received by the County. The ACO does not anticipate the set cost to increase significantly. However, due to the fluctuation of monies recovered by HdL, the associated 15% fee fluctuates.

During this fiscal year, due to new sales tax revenue recovered by HdL thus far of $643,672 coupled with the projected future new revenue of $311,327 for a total of $954,999 additional revenue to the County, the Contractor's 15% fee element on new and recovered revenue is increasing, requiring an increase to the contract amount. The ACO is requesting the authorization of Amendment No. 6, adding $74,850 for a revised total contract amount of $463,955.

DISCUSSION:
State taxing agencies are responsible each quarter for collecting and monitoring sales tax revenues from thousands of accounts. Considering the sheer number of returns, the complexities and variations of each state's tax system, and the number of sales tax filings by out-of-state corporations, the taxing agencies do a very effective job of collecting and distributing sales and use tax revenues. However, despite their diligence, approximately 3% of local revenues are misallocated.

To address these errors, the HdL Companies administers an ongoing, taxpayer-friendly system of monitoring client sales and use tax receipts to identify errors and recover lost revenues. These recoveries directly benefit Monterey County's General Fund.

HdL looks for and corrects allocation errors including:
· Sales misreported as "use tax" transactions.
· "Point of Sale" revenues misreported to administrative offices or other locations.
· Misallocations occurring because sales from multiple retail outlets, order desks, or offices are credited to a single location.
· Misallocations due to jurisdiction miscoding.

The sales and use tax recovery performed by HdL for fiscal year 2023 was $451,748 for Monterey County while charges totaled $74,362. This represents a net return on investment of 607% on audit, reporting and management fees paid to HdL.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this amendment as to form. The County Auditor-Controller has reviewed and approved this amendment as to financial terms.

FINANCING:
The HDL annual contract is administrated by the ACO appropriation AUD002 Annual Audits Unit 8010. The contract amount has been included in the budget for FY 2023-24.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Monica Arroyo, Administrative Services Assistant, 755-5084
Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5040

Attachments:

1. Board Report
2. HDL Amendment No. 6
3. HDL Amendment No. 5, 4, 3, 2 & 1
4. HDL Agreement

DocuSign Envelope ID: C4717B45-FE79-440E-A0F0-A39AA4F23638

County of Monterey

Board Report

Legistar File Number: 23-936

Item No.

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

January 09, 2024

Introduced: 12/8/2023
Version: 1

Current Status: ATS Review
Matter Type: General Agenda Item

Approve and authorize the Auditor-Controller to sign an Amendment No. 6 to the Professional Services Agreement with Hinderliter, de Lamas & Associates, for the provision of sales and use tax recovery analysis and audit services, adding $74,850 for a revised total contract amount of $463,955, with no change to the contract term of July 1, 2019 through June 30, 2024.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the Auditor-Controller to sign an Amendment No. 6 to the Professional Services Agreement with Hinderliter, de Llamas & Associates, for the provision of sales and use tax recovery analysis and audit services, adding $74,850 for a revised total contract amount of $463,955, with no change to the contract term of July 1, 2019 through June 30, 2024.

SUMMARY:
The County Auditor-Controller's Office (ACO) provides oversight and coordination related to sales, use and transaction tax analysis and audits to ensure the County of Monterey receives its proper share of these revenues. For many years the ACO has contracted with Hinderliter de Llamas & Associates (HdL) for these services. HdL also provides ongoing data and analyses to support County staff in fiscal and economic planning and development. HdL represents most of the counties in California and the cities in Monterey County in this capacity. HdL actively interfaces with CSAC, SACA and Beacon Economics of California.

The cost for HdL services is a set cost of $7,200 per year plus 15% of all new and recovered sales, use and transaction tax revenue received by the County. The ACO does not anticipate the set cost to increase significantly. However, due to the fluctuation of monies recovered by HdL, the associated 15% fee fluctuates.

During this fiscal year, due to new sales tax revenue recovered by HdL thus far of $643,672 coupled with the projected future new revenue of $311,327 for a total of $954,999 additional revenue to the County, the Contractor's 15% fee element on new and recovered revenue is increasing, requiring an increase to the contract amount. The ACO is requesting the authorization of Amendment No. 6, adding $74,850 for a revised total contract amount of $463,955.

DocuSign Envelope ID: C4717B45-FE79-440E-A0F0-A39AA4F23638

DISCUSSION:
State taxing agencies are responsible each quarter for collecting and monitoring sales tax revenues from thousands of accounts. Considering the sheer number of returns, the complexities and variations of each state's tax system, and the number of sales tax filings by out-of-state corporations, the taxing agencies do a very effective job of collecting and distributing sales and use tax revenues. However, despite their diligence, approximately 3% of local revenues are misallocated.

To address these errors, the HdL Companies administers an ongoing, taxpayer-friendly system of monitoring client sales and use tax receipts to identify errors and recover lost revenues. These recoveries directly benefit Monterey County's General Fund.

HdL looks for and corrects allocation errors including:
· Sales misreported as "use tax" transactions.
· "Point of Sale" revenues misreported to administrative offices or other locations.
· Misallocations occurring because sales from multiple retail outlets, order desks, or offices are credited to a single location.
· Misallocations due to jurisdiction miscoding.

The sales and use tax recovery performed by HdL for fiscal year 2023 was $451,748 for Monterey County while charges totaled $74,362. This represents a net return on investment of 607% on audit, reporting and management fees paid to HdL.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this amendment as to form. The County Auditor-Controller has reviewed and approved this amendment as to financial terms.

FINANCING:
The HDL annual contract is administrated by the ACO appropriation AUD002 Annual Audits Unit 8010. The contract amount has been included in the budget for FY 2023-24.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

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

DocuSigned by:
12/14/2023 | 2:36 PM PST

DocuSigned by:
12/14/2023 | 2:57 PM PST

Prepared by: Monica Arroyo, Administrative Services Assistant, 755-5084
Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5040

DocuSign Envelope ID: C4717B45-FE79-440E-A0F0-A39AA4F23638

Attachments:

1. Board Report
2. HDL Amendment No. 6
3. HDL Amendment No. 5, 4, 3, 2 & 1
4. HDL Agreement

DocuSign Envelope ID: 2A459329-E5E0-4BD2-BCC2-3E19F5411C99

AMENDMENT NO. 6 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & HINDERLITER DE LLAMAS & ASSOCIATES.

THIS AMENDMENT NO. 6 is made to the PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") for the provision of sales, use and transaction tax services by and between **Hinderliter de Llamas & Associates**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County of Monterey on behalf of the Auditor-Controller and Hinderliter de Llamas & Associates had previously entered into an Agreement for Services (hereinafter "Agreement") on September 23, 2019 to provide Sales, Use and Transaction Tax auditing and analysis services, with a one year term and a total Agreement amount not to exceed $75,000; and

WHEREAS, the Agreement was amended on February 11, 2020 to increase the not to exceed amount to $192,881 to compensate for services rendered with respect to California Flats Solar Project owned by First Solar Electric Inc.; and

WHEREAS, Amendment No. 2 was entered into for one (1) additional year, revising the term of Agreement to July 1, 2019 through June 30, 2021 and increasing the not to exceed amount to $253,996.46; and

WHEREAS, the Agreement expired on June 30, 2021; and

WHEREAS, this Agreement was amended via Amendment No. 3 on the same or similar terms, beginning July 1, 2021, extending the term for an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full Agreement term of July 1, 2019 through June 30, 2022 with an increase of $43,025.45 thereby increasing the not to exceed amount to $297,021.91 to allow for services to continue with no change to scope; and

WHEREAS, the Agreement expired on June 30, 2022; and

WHEREAS, this Agreement was amended via Amendment No. 4 on the same or similar terms, beginning July 1, 2022, extending the term for an additional one (1) year period (July 1, 2022 through June 30, 2023) for a revised full Agreement term of July 1, 2019 through June 30, 2023 with an increase of $15,908.63 thereby increasing the not to exceed amount to $312,930.54 to allow for services to continue with no change to scope; and

WHEREAS, the Agreement expired on June 30, 2023; and

WHEREAS, this Agreement was amended via Amendment No. 5 on the same or similar terms, beginning July 1, 2023, extending the term for an additional one (1) year period (July 1, 2023 through June 30, 2024) for a revised full Agreement term of July 1, 2019 through June 30, 2024 with an increase of $76,174 thereby increasing the not to exceed amount to $389,105 to allow for services to continue with no change to scope; and

DocuSign Envelope ID: 2A459329-E5E0-4BD2-BCC2-3E19F5411C99

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to increase the maximum liability of the Agreement by $74,850 to compensate for CONTRACTOR's services due to the projected increase in new and recovered sales and use tax revenues for the County thereby increasing the not to exceed amount to $463,955 to allow for services to continue with no change to scope.

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

1. The Agreement is hereby amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below

2. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $389,105" and replacing it with "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed $463,955".

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of the Amendment shall be attached to the original AGREEMENT dated September 23, 2019 and Amendments Nos. 1, 2, 3, 4, and 5.

DocuSign Envelope ID: 2A459329-E5E0-4BD2-BCC2-3E19F5411C99

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Dated: 12/14/2023 | 2:56 PM PST

DocuSigned by:
Burcu Mousa
811C333563B9474...
Assistant Auditor-Controller

Dated: 12/15/2023 | 4:39 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Ma Mon
2617DD077D65496...
Deputy Auditor/Controller

Dated: 12/19/2023 | 2:30 PM PST

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Deputy County Counsel

Dated: 12/14/2023 | 3:03 PM PST

CONTRACTOR

By: DocuSigned by:
Andrew Nickerson
2A8393594812482...
Signature of Chair, President, or Vice-President

Andrew Nickerson, President/CEO
Printed Name and Title

Dated: 12/11/2023 | 4:42:48 PM PST

By: DocuSigned by:
Richard Park
4DD130EE7C2A4A2...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Richard Park, CFO
Printed Name and Title

Dated: 12/14/2023 | 9:50:00 AM PST

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

DocuSign Envelope ID: 1CD3F0D4-FB99-40E1-9D73-A272188B1109

RENEWAL AND AMENDMENT NO. 5 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & HINDERLITER DE LLAMAS & ASSOCIATES.

THIS RENEWAL AND AMENDMENT NO. 5 is made to the PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") for the provision of sales, use and transaction tax services by and between **Hinderliter de Llamas & Associates**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County of Monterey on behalf of the Auditor-Controller and Hinderliter de Llamas & Associates had previously entered into an Agreement for Services (hereinafter "Agreement") on September 23, 2019 to provide Sales, Use and Transaction Tax auditing and analysis services, with a one year term and a total Agreement amount not to exceed $75,000; and

WHEREAS, the Agreement was amended on February 11, 2020 to increase the not to exceed amount to $192,881 to compensate for services rendered with respect to California Flats Solar Project owned by First Solar Electric Inc.; and

WHEREAS, Amendment No. 2 was entered into for one (1) additional year, revising the term of Agreement to July 1, 2019 through June 30, 2021 and increasing the not to exceed amount to $253,996.46; and

WHEREAS, the Agreement expired on June 30, 2021; and

WHEREAS, this Agreement was amended via Amendment No. 3 on the same or similar terms, beginning July 1, 2021, extending the term for an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full Agreement term of July 1, 2019 through June 30, 2022 with an increase of $43,025.45 thereby increasing the not to exceed amount to $297,021.91 to allow for services to continue with no change to scope; and

WHEREAS, the Agreement expired on June 30, 2022; and

WHEREAS, this Agreement was amended via Amendment No. 4 on the same or similar terms, beginning July 1, 2022, extending the term for an additional one (1) year period (July 1, 2022 through June 30, 2023) for a revised full Agreement term of July 1, 2019 through June 30, 2023 with an increase of $15,908.63 thereby increasing the not to exceed amount to $312,930.54 to allow for services to continue with no change to scope; and

WHEREAS, the Agreement expired on June 30, 2023; and

WHEREAS, the County and CONTRACTOR wish to renew and amend the Agreement on the same or similar terms, beginning July 1, 2023, extending the term for an additional one (1) year period (July 1, 2023 through June 30, 2024) for a revised full Agreement term of July 1, 2019 through June 30, 2024

DocuSign Envelope ID: 1CD3F0D4-FB99-40E1-9D73-A272188B1109

with an increase of $76,174 thereby increasing the not to exceed amount to $389,105 to allow for services to continue with no change to scope.

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

1. The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below

1. Paragraph 3.01, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from July 1, 2019 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement," and replacing it with "The term of this Agreement is from July 1, 2019 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement".

2. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $312,930.54" and replacing it with "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed $389,105".

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Renewal and Amendment and shall continue in full force and effect as set forth in the AGREEMENT.

3. This Renewal and Amendment is effective July 1, 2023.

4. A copy of the Renewal and Amendment shall be attached to the original AGREEMENT dated September 23, 2019 and Amendments Nos. 1, 2, and 3, & 4.

DocuSign Envelope ID: 1CD3F0D4-FB99-40E1-9D73-A272188B1109

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra R. Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Dated: 5/24/2023 | 11:00 AM PDT

DocuSigned by:
Burcu Mousa
841C333583B9474...
Assistant Auditor-Controller

Dated: 5/24/2023 | 8:22 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Ma Mor
2617DB07AD65494...
Deputy Auditor/Controller

Dated: 5/24/2023 | 9:43 AM PDT

Approved as to Form:

DocuSigned by:
Stacy Saetta
DC05CE1B99F444A9...
Deputy County Counsel

Dated: 5/23/2023 | 4:25 PM PDT

CONTRACTOR

By: DocuSigned by:
Andrew Nickerson
2A8393594832482...
Signature of Chair, President, or Vice-President

Andrew Nickerson, President/CEO
Printed Name and Title

Dated: 5/22/2023 | 4:29:14 PM PDT

By: DocuSigned by:
Richard Park
4DD130EE7C2A4A2...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Richard Park, CFO
Printed Name and Title

Dated: 5/23/2023 | 9:15:02 AM PDT

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

DocuSign Envelope ID: 45BEC700-0DEA-4622-A416-9D7890293792

RENEWAL AND AMENDMENT NO. 4 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & HINDERLITER DE LLAMAS & ASSOCIATES.

THIS RENEWAL AND AMENDMENT NO. 4 is made to the PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") for the provision of sales, use and transaction tax services by and between **Hinderliter de Llamas & Associates**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County of Monterey on behalf of the Auditor-Controller and Hinderliter de Llamas & Associates had previously entered into an Agreement for Services (hereinafter "Agreement") on September 23, 2019 to provide Sales, Use and Transaction Tax auditing and analysis services, with a one year term and a total Agreement amount not to exceed $75,000; and

WHEREAS, the Agreement was amended on February 11, 2020 to increase the not to exceed amount to $192,881 to compensate for services rendered with respect to California Flats Solar Project owned by First Solar Electric Inc.; and

WHEREAS, Amendment No. 2 was entered into for one (1) additional year, revising the term of Agreement to July 1, 2019 through June 30, 2021 and increasing the not to exceed amount to $253,996.46; and

WHEREAS, the Agreement expired on June 30, 2021; and

WHEREAS, this Agreement was amended via Amendment No. 3 on the same or similar terms, beginning July 1, 2021, extending the term for an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full Agreement term of July 1, 2019 through June 30, 2022 with an increase of $43,025.45 thereby increasing the not to exceed amount to $297,021.91 to allow for services to continue with no change to scope; and

WHEREAS, the Agreement expired on June 30, 2022; and

WHEREAS, the County and CONTRACTOR wish to renew and amend the Agreement on the same or similar terms, beginning July 1, 2022, extending the term for an additional one (1) year period (July 1, 2022 through June 30, 2023) for a revised full Agreement term of July 1, 2019 through June 30, 2023 with an increase of $15,908.63 thereby increasing the not to exceed amount to $312,930.54 to allow for services to continue with no change to scope.

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

1. The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below

DocuSign Envelope ID: 45BEC700-0DEA-4622-A416-9D7890293792

1. Paragraph 3.01, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from July 1, 2019 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement," and replacing it with "The term of this Agreement is from July 1, 2019 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement".

2. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $297,021.91" and replacing it with "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed $312,930.54".

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Renewal and Amendment and shall continue in full force and effect as set forth in the AGREEMENT.

3. This Renewal and Amendment is effective July 1, 2022.

4. A copy of the Renewal and Amendment shall be attached to the original AGREEMENT dated September 23, 2019 and Amendments Nos. 1 and 2, & Renewal and Amendment No. 3.

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DocuSign Envelope ID: 45BEC700-0DEA-4622-A416-9D7890293792

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra R. Wilson
Contracts/Purchasing Officer

Dated: 7/11/2022 | 9:05 AM PDT

DocuSigned by:
Bucu Mousa
Assistant Auditor-Controller

Dated: 7/6/2022 | 3:11 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
Deputy Auditor/Controller

Dated: 7/11/2022 | 8:48 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
Deputy County Counsel

Dated: 7/7/2022 | 11:52 AM PDT

CONTRACTOR

DocuSigned by:
By: Andrew Nickerson
Signature of Chair, President, or Vice-President

Andrew Nickerson, President
Printed Name and Title

Dated: 6/30/2022 | 7:15 PM PDT

DocuSigned by:
By: Richard Park, CFO
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Richard Park, CFO
Printed Name and Title

Dated: 7/6/2022 | 9:58 AM PDT

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

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 John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14510; Amendment No.: 4
a. Approve and authorize the Auditor-Controller to sign a Renewal and Amendment No. 4 to the Professional Services Agreement with Hinderliter, de Llamas & Associates, extending the Agreement 1 year, for a revised full term of July 1, 2019 to June 30, 2023, and adding $15,908.63 for a revised total contract amount of $312,930.54.

PASSED AND ADOPTED on this 26th day of July 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 July 26, 2022.

Dated: August 3, 2022
File ID: 22-709
Agenda Item No.: 48

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: E43592E8-2525-4858-9E35-06F733541754

RENEWAL AND AMENDMENT NO. 3 TO THE SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND HINDERLITER DE LLAMAS & ASSOCIATES FOR AUDITING AND ANALYSIS SERVICES FOR SALES, USE AND TRANSACTION TAXES

This Renewal and Amendment No. 3 to the County of Monterey, Agreement for Services is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Hinderliter de Llamas & Associates (hereinafter "CONTRACTOR"); (collectively, the County, ACO and CONTRACTOR are referred to as the "Parties").

RECITALS

WHEREAS, the County of Monterey on behalf of the Auditor-Controller and Hinderliter de Llamas & Associates had previously entered in to an Agreement on for Services (hereinafter "Agreement") on September 23, 2019 to provide Sales, Use and Transaction Tax auditing and analysis services with a one year term and a total Agreement amount not to exceed $75,000; and

WHEREAS, the Agreement was amended on February 11, 2020 to increase the not to exceed amount to $192,881 to compensate for services rendered with respect to California Flats Solar Project owned by First Solar Electric Inc.; and

WHEREAS, Amendment No. 2 was entered into for one (1) additional year, revising the term of Agreement to July 1, 2019 through June 30, 2021 and increasing the not to exceed amount to $253,996.46; and

WHEREAS, the Agreement expired on June 30, 2021: and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning July 1, 2021, extending the term for an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full Agreement term of July 1, 2019 through June 30, 2022 with an increase of $43,025.45 thereby increasing the not to exceed amount to $297,021.91 to allow for services to continue with no change to scope.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below

1. "TERM OF AGREEMENT" Section shall be amended to the following:

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"The term of this Agreement is from July 1, 2019 through June 30, 2022 unless sooner terminated pursuant to the terms of this Agreement".

2. If there is conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.

3. This Renewal and Amendment is effective July 1, 2021.

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DocuSign Envelope ID: E43592E8-2525-4858-9E35-06F733541754

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

MONTEREY COUNTY

DocuSigned by:
5020CB565A18490...
Auditor-Controller

Dated: 9/1/2021 | 5:28 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...
Deputy Auditor/Controller

Dated: 8/30/2021 | 3:58 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C99CD51E0954449...
Deputy County Counsel

Dated: 8/30/2021 | 3:45 PM PDT

CONTRACTOR

DocuSigned by:
By: Andrew Nickerson
2A83935D4C13482...
Signature of Chair, President, or Vice-President

Andrew Nickerson President/CEO

Printed Name and Title

Dated: 8/24/2021 | 7:43 AM PDT

DocuSigned by:
By: Richard Park
Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Richard Park CFO

Printed Name and Title

Dated: 8/24/2021 | 8:48 AM PDT

*INSTRUCTIONS:
If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers.

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership.

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & HINDERLITER DE LLAMAS & ASSOCIATES

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") for the provision of sales, use and transaction tax services by and between **Hinderliter de Llamas & Associates,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT by $61,115.46.

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

1. **Paragraph 3.01, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from **July 1, 2019 to June 30, 2020**, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with "**The term of this Agreement is from **July 1, 2019 to June 30, 2021,** unless sooner terminated pursuant to the terms of this Agreement".

2. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $192,881.00." and replacing it with "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed $253,996.46"

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 TO AGREEMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated September 23, 2019 and subsequent AMENDMENT NO. 1.

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DocuSign Envelope ID: B23B0F45-1939-4D8A-A7BC-594A68E17157

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
5020CB565A18490...
Department Head

Dated: 6/24/2020 | 3:34 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Burcu Mousa
811C333563B9474...
Deputy Auditor/Controller

Dated: 6/16/2020 | 10:20 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1599F444A9...
Deputy County Counsel

Dated: 6/16/2020 | 10:10 AM PDT

CONTRACTOR

By:
Signature of Chair, President, or
Vice-President

Printed Name and Title

Dated:

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

Printed Name and Title

Dated:

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

DocuSign Envelope ID: B23B0F45-1939-4D8A-A7BC-594A68E17157

AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & HINDERLITER DE LLAMAS & ASSOCIATES

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") for the provision of sales, use and transaction tax services by and between **Hinderliter de Llamas & Associates,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT by $61,115.46.

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

1. **Paragraph 3.01, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from **July 1, 2019 to June 30, 2020**, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with "**The term of this Agreement is from **July 1, 2019 to June 30, 2021,** unless sooner terminated pursuant to the terms of this Agreement".

2. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $192,881.00." and replacing it with "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed $253,996.46"

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 TO AGREEMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated September 23, 2019 and subsequent AMENDMENT NO. 1.

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DocuSign Envelope ID: B23B0F45-1939-4D8A-A7BC-594A68E17157

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

CONTRACTOR

DocuSigned by:
By: Andrew Nickerson
2A8393594812482...
Signature of Chair, President, or Vice-President

Andrew Nickerson, President
Printed Name and Title

Dated: 6/2/2020

DocuSigned by:
By: Richard Park
A533DFF5534E9...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Richard Park, Chief Financial Officer
Printed Name and Title

Dated: 6/1/2020

*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. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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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 John M. Phillips, seconded by Supervisor Mary L. Adams to:

Adopted Resolution No. 20-030 to:

a. Authorize the Auditor-Controller to execute an Amendment No. 1 to an Agreement with Hinderliter de Llamas & Associates for the provision of sales, use and transaction tax analysis and audit services, adding $117,881 for a total not to exceed amount of $192,881, with no change to the term of July 1, 2019 to June 30, 2020; and

b. Authorize the Auditor-Controller to amend the FY 2019-20 Adopted Budget by increasing appropriations by $117,881 in Annual Audits (001-AUD002), financed by a decrease in appropriations of $117,881 in Auditor-Controller (001-AUD001).

PASSED AND ADOPTED on this 11th day of February 2020, by the following roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, 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 February 11, 2020.

Dated: February 11, 2020
File ID: 20-089
Agenda Item No.: 27

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

Joel G. Pablo, Deputy

DocuSign Envelope ID: B23B0F45-1939-4D8A-A7BC-594A68E17157

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

Adopted Resolution No. 20-030
a. Authorize the Auditor-Controller to execute an Amendment No. 1 to an Agreement with Hinderliter de Llamas & Associates for the provision of sales, use and transaction tax analysis and audit services, adding $117,881 for a total not to exceed amount of $192,881, with no change to the term of July 1, 2019 to June 30, 2020; and
b. Authorize the Auditor-Controller to amend the FY 2019-20 Adopted Budget by increasing appropriations by $117,881 in Annual Audits (001-AUD002), financed by a decrease in appropriations of $117,881 in Auditor-Controller (001-AUD001) (4/5 vote).....)

WHEREAS, pursuant to the AGREEMENT, CONTRACTOR provided tax analysis and audit services to ensure the County receives its proper share of sales and use tax revenues generated; and

WHEREAS, pursuant to the AGREEMENT, County pays CONTRACTOR specified remuneration for CONTRACTOR's services; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the maximum liability of the AGREEMENT by $117,881 to compensate for services rendered by CONTRACTOR due to the increase in new and recovered sales and use tax revenues generated from the California Flats Solar Project owned by First Solar Electric Inc., for a total not to exceed amount of $192,881.

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

1. Authorize the Auditor-Controller to execute an Amendment No. 1 to an Agreement with Hinderliter de Llamas & Associates for the provision of sales, use and transaction tax analysis and audit services, adding $117,881 for a total not to exceed amount of $192,881, with no change to the term of July 1, 2019 to June 30, 2020; and
2. Authorize the Auditor-Controller to amend the FY 2019-20 Adopted Budget by increasing appropriations by $117,881 in Annual Audits (001-AUD002), financed by a decrease in appropriations of $117,881 in Auditor-Controller (001-AUD001) (4/5 vote)

DocuSign Envelope ID: B23B0F45-1939-4D8A-A7BC-594A68E17157

PASSED AND ADOPTED on this 11th day of February 2020, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, 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 February 11, 2020.

Dated: February 11, 2020
File ID: 20-089
Agenda Item No.: 27

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

Joel G. Pablo, Deputy

DocuSign Envelope ID: B23B0F45-1939-4D8A-A7BC-594A68E17157

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT COUNTY OF MONTEREY & HINDERLITER DE LLAMAS & ASSOCIATES

THIS AMENDMENT is made to the AGREEMENT, effective July 1, 2019, for sales, use and transaction tax analysis, audit services, and support by and between **Hinderliter de Llamas & Associates,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, pursuant to the AGREEMENT, CONTRACTOR provided tax analysis and audit services to ensure the County receives its proper share of sales and use tax revenues generated; and

WHEREAS, pursuant to the AGREEMENT, County pays CONTRACTOR specified remuneration for CONTRACTOR's services; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the maximum liability of the AGREEMENT by $117,881 to compensate for services rendered by CONTRACTOR due to the increase in new and recovered sales and use tax revenues generated from the California Flats Solar Project owned by First Solar Electric Inc., for a total not to exceed amount of $192,881.

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

1. Section 2.0, PAYMENT PROVISIONS, shall be deleted and restated in its entirety to read as follows:

   "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 $192,881."

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of the AMENDMENT shall be attached to the original AGREEMENT.

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DocuSign Envelope ID: B23B0F45-1939-4D8A-A7BC-594A68E17157

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

~~Contracts/Purchasing Officer~~
Auditor - Controller

Dated: 2/21/2020

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 2/14/2020

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated: 2/14/20

CONTRACTOR

By:
Signature of Chair, President, or
Vice-President

Andrew Nickerson, President
Printed Name and Title

Dated: 2/3/20

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

Richard Park, Chief Financial Officer
Printed Name and Title

Dated: 2/3/20

*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. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

DocuSign Envelope ID: B23B0F45-1939-4D8A-A7BC-594A68E17157

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No. A-14510

a. Approve and authorize the Auditor-Controller to execute an Agreement with Hinderliter de Llamas & Associates for sales, use and transaction tax related services for an initial term of July 1, 2019 to June 30, 2020 and a not to exceed amount of $75,000; and

b. Approve and authorize the Auditor-Controller to execute three (3) future Fiscal Year amendments that do not exceed a five percent (5%) increase in set annual cost and do not significantly alter the scope of services; and

c. This Agreement takes the aggregate amount for this Vendor over $100,000.

PASSED AND ADOPTED on this 17th day of September 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 September 17, 2019.

Dated: September 23, 2019
File ID: 19-0693
Agenda Item No. 29

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

Julian Lorenzana, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Hinderliter de Llamas & Associates ,
(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:

sales, use and transaction tax analysis and audits to ensure the County receives its proper share of these revenues and provide ongoing data, analyses and staff to support fiscal and economic planning.

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:$ 75,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2019 **to** June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other:

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **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 for 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 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 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:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), 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, 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 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.

14.0 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:**
Rupa Shah, Auditor-Controller	Andrew Nickerson, President
Name and Title	Name and Title
168 W Alisal Street, Third Floor Salinas, CA 93906	120 South State College Blvd., Suite 200 Brea, CA 92821
Address	Address
831-755-5040	
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

15.01 **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.

15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 **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.

15.04 **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.

15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 **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.

15.07 **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.

15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 **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 both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 **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.

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 **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.

15.16 **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.

15.17 **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.

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Hinderliter, de Llamas and Associates Contractor's Business Name*
Date:	
By: _____ Department Head (if applicable)	By: _____ (Signature of Chair, President, or Vice-President) *
Date:	Andrew Nickerson, President Name and Title
By: _____ Board of Supervisors (if applicable)	Date: 9-3-19
Date:	
Approved as to Form[1]	
By: _____ County Counsel	By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
Date: 9/5/19	Gary Lott, Interim CFO Name and Title
Approved as to Fiscal Provisions[2]	
By: _____ Auditor/Controller	Date: 9/3/19
Date: 9/5/19	
Approved as to Liability Provisions[3]	
By: N/A Risk Management	
Date:	

County Board of Supervisors' Agreement Number:_____, approved on (date): _____

*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

SCOPE OF SERVICES AND BASIS FOR COMPENSATION

The scope of services provided by CONTRACTOR:

SALES AND USE TAX SYSTEM

1. Examine all sales, use and transactions tax records of the California Department of Tax and Fee Administration (CDTFA) pertaining to sales, use and transactions taxes collected by the CDTFA on behalf of the County of Monterey.

2. Perform ongoing sales tax audits in order to identify and correct all allocation errors (including point of sale distribution errors) and thereby recover and/or generate previously unrealized sales, use and transactions taxes income for the County.

3. Contact the appropriate management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted with the utmost courtesy and in a manner to encourage local business retention and expansion. Provide a report of all contacts and the results thereof.

4. Prepare and submit to the CDTFA all information necessary to correct any allocation errors that are identified. For point of sale misallocations, follow up with the individual businesses and the CDTFA to ensure that all back quarterly payments due the County are recovered.

5. Provide quarterly analysis, customized newsletters, software, quarterly computer updates, and on-call assistance with sales tax projections for proposed projects. Work with the County's economic development staff to track economic performance of specified project areas, help identify voids and opportunities and provide data support and advice on alternate development strategies and business retention programs.

6. Provide quarterly invoices to the County of Monterey which will include the business name, audit period start date, permit number, local allocation amount received by County and the amount due contractor. Provide applicable Department of Tax and Fee Administration quarterly distribution report documents for the purpose of verifying and cross-referencing invoice amounts.

COMPENSATION

Sales/Use Tax Audit CONTRACTOR shall be further paid **15%** of all new and recovered sales, use and transactions tax revenue received by the COUNTY as a result, in whole or in part, of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"), including any reimbursement from the Sales and Use Tax Compensation Fund as outlined in Section 97.68 of the Revenue and Taxation Code. In the event that CONTRACTOR is responsible, in whole or in part, for an increase in the tax reported by businesses already properly making tax payments to the COUNTY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount that is attributable, in whole or in part, to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration. CONTRACTOR shall provide COUNTY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees, which shall be payable no later than 30 days following invoice date.

If a correction involves a point of sale allocation error for a specific business, CONTRACTOR shall obtain COUNTY approval prior to beginning work. Said approval shall be deemed given when the COUNTY'S designated representative, signs a Sales Tax Audit Authorization form. COUNTY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State Fund Transfers and payments to COUNTY from businesses identified in the audit and approved by the COUNTY. The audit fees shall be payable on all new and/or recovered tax revenues received from approved businesses as a consequence, in whole or in part, of the audit, and even if COUNTY, of its own volition, assists with the audit, works in parallel with the audit, and/or expends attorney's fees or other out-of-pocket costs in connection with any of the foregoing.

Any compensation arising out of sales, use and transactions tax audits or point of correction audits shall be credited against the "not to exceed" level of compensation. No additional compensation shall be paid without an amendment to the Agreement.

Econ/Budget Analysis, Software & Staff Support	**$550** per month billed quarterly. This includes a quarterly analysis, customized newsletters, software, quarterly computer updates and being "on call" to provide second opinions on sales tax estimates for proposed projects and/or annexations target business retention possibilities, assistance with budget projections and serving as a resource for sales and use tax questions related to economic development, budgeting and business license collection.

The sums described above shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR's employees, and travel expenses connected with contacting local and out-of-state businesses and Department of Tax and Fee Administration representatives. The agreement may be terminated by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

1. Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the Department of Tax and Fee Administration. This section specifies the conditions under which a COUNTY may authorize persons other than COUNTY officers and employees to examine State Sales and Use Tax records.

   The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement:

   A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to COUNTY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.

   B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the COUNTY who is authorized by resolution to examine the information.

   C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

   D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this

Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the COUNTY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

2. In performing its duties under this agreement, CONTRACTOR will produce reports, technical information and other compilations of data for the County. These reports, technical information and compilations of data are derived by CONTRACTOR using methodologies, formulae, programs, techniques and other processes designed and developed by CONTRACTOR at a substantial expense and are therefore considered by Contractor to be proprietary information. CONTRACTOR'S Proprietary Information is not generally known by the entities with which CONTRACTOR competes.

   CONTRACTOR desires to protect its Proprietary Information. Accordingly, County agrees that neither it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will at any time during or after the term of the Agreement, directly or indirectly use any of CONTRACTOR'S Proprietary Information for any purpose not associated with CONTRACTOR'S activities. Further, County agrees that neither it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will disseminate or disclose any of CONTRACTOR'S Proprietary Information to any person or organization not connected with CONTRACTOR, without the express written consent of CONTRACTOR. The County also agrees that it will undertake all necessary and appropriate steps to maintain the proprietary nature of CONTRACTOR'S Proprietary Information.

OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

A. Software Use. CONTRACTOR hereby provides authorization to the COUNTY to access CONTRACTOR'S Sales Tax website if the COUNTY chooses to subscribe to the software and reports option. The website shall only be used by authorized COUNTY staff. No access will be granted to any 3rd party without explicit written authorization by CONTRACTOR. The COUNTY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by COUNTY of said software, or any right of the COUNTY to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination of this agreement the software use authorization shall expire, and all COUNTY staff website logins shall be de-activated.

B. Proprietary Information. As used herein, the term "proprietary information" means any information which relates to CONTRACTOR'S computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; or business processes. COUNTY shall hold in confidence and shall not disclose to any other party any CONTRACTOR proprietary information in connection with this Agreement, or otherwise learned or obtained by the COUNTY in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

County of Monterey

Board Report

Legistar File Number: RES 23-237

Item No.52

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

January 09, 2024

Introduced: 12/12/2023
Version: 1

Current Status: Passed
Matter Type: BoS Resolution

Adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $100,000, financed by grant revenues from the California Department of State Hospitals (4/5th vote required).

RECOMMENDATION

It is recommended that the Board of Supervisors adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $100,000, financed by grant revenues from the California Department of State Hospitals (4/5th vote required).

SUMMARY/DISCUSSION

On July 11, 2023, the Board of Supervisors accepted grant funding from the Department of State Hospitals (DHS) with a timeframe of July 1, 2023, to June 30, 2028, to facilitate a collaborative community stakeholder workgroup focused on developing and implementing local solutions that target the reduction of the number of individuals with serious mental illness arrested and incarcerated for behavior connected to their illness (Attachment A). Local solutions may include, but not be limited to, planning for care court, coordinating treatment, discussing housing options, planning for rearrest and/or reentry into diversion programs. The workgroup shall also focus on targeting the reduction of Felony Incompetent to Stand Trial (FIST) commitments overall within the county.

The total amount of the funding will be $500,000, with $100,000 being paid each year for five (5) years and will be used for planning and the implementation of the community identified goals of the Stepping Up Initiative resolution passed by the Board of Supervisors on April 30, 2019 (Attachment B).

OTHER AGENCY INVOLVEMENT:
Monterey County Behavioral Health Bureau, Probation, Superior Court of CA, the Coalition of Homeless Services Providers, Sheriff's Office, and District Attorney's Office. The Office of the County Counsel has reviewed and approved this report. On August 30, 2023, the Budget Committee provided it's support of the recommended action.

FINANCING
There are no impacts on the General Fund. The total cost of the program is $500,000 within a five-year span and will be covered entirely by grant revenues from the DHS. The recommended action will increase Fiscal Year 2023-24 appropriations and estimated revenues in the County Administration Office by $100,000 to cover year one of the five-year grant term.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The purpose of this grant is to increase stakeholder collaboration to reduce recidivism of people with mental illness and aligns with the Health and Human Services Strategic Initiative.

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
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

Attachments:
Resolution
Attachment A - Fully Executed Agreement
Attachment B - Approved Stepping Up Initiative Resolution

DocuSign Envelope ID: 279B0242-D097-4961-BDC2-4CD5CA72A0BD

County of Monterey

Board Report

Legistar File Number: RES 23-237

Item No.

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

January 09, 2024

Introduced: 12/12/2023

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $100,000, financed by grant revenues from the California Department of State Hospitals (4/5th vote required).

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On July 11, 2023, the Board of Supervisors accepted grant funding from the Department of State Hospitals (DHS) with a timeframe of July 1, 2023, to June 30, 2028, to facilitate a collaborative community stakeholder workgroup focused on developing and implementing local solutions that target the reduction of the number of individuals with serious mental illness arrested and incarcerated for behavior connected to their illness (Attachment A). Local solutions may include, but not be limited to, planning for care court, coordinating treatment, discussing housing options, planning for rearrest and/or reentry into diversion programs. The workgroup shall also focus on targeting the reduction of Felony Incompetent to Stand Trial (FIST) commitments overall within the county.

The total amount of the funding will be $500,000, with $100,000 being paid each year for five (5) years and will be used for planning and the implementation of the community identified goals of the Stepping Up Initiative resolution passed by the Board of Supervisors on April 30, 2019 (Attachment B).

DocuSign Envelope ID: 279B0242-D097-4961-BDC2-4CD5CA72A0BD

OTHER AGENCY INVOLVEMENT:
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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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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
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

DocuSigned by:
Deborah Paolinelli
DFCFE819B75E478...

Attachments:
Resolution
Attachment A - Fully Executed Agreement
Attachment B - Approved Stepping Up Initiative Resolution

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

Resolution No.:

Adopt a Resolution to:)
Authorize the Auditor-Controller to amend the Fiscal Year)
2023-24 Adopted Budget for the County Administrative)
Office Intergovernmental and Legislative Affairs (IGLA) -)
Homeless Services (001-1050-CAO004-8054) to increase)
appropriations and estimated revenues by $100,000, financed)
by grant revenues from the California Department of State)
Hospitals (4/5ths vote required).)
)

RECITALS:

WHEREAS, on April 30, 2019, the County of Monterey Board of Supervisors adopted a resolution to add the County of Monterey to the Nationwide Coalition for "Stepping Up to Reduce the Number of People with Mental Illnesses in Jails", becoming a part of the national Stepping Up Initiative;

WHEREAS, the County Administrative Office hosts monthly meetings with Probation, Courts, Behavioral Health, and the Sheriff's Office to discuss the implementation of the recommendations listed on the Stepping Up Mapping Project;

WHEREAS, the California Statewide Study of People Experiencing Homelessness 19% of participants entered homelessness from an institutional setting, such as prolonged jail and prison stays; and

WHEREAS, the County of Monterey was awarded grant funding from the Department of State Hospitals with a timeframe of July 1, 2023, to June 30, 2028, to facilitate a collaborative community stakeholder workgroup focused on developing and implementing local solutions that target the reduction of the number of individuals with serious mental illness arrested and incarcerated for behavior connected to their illness;

WHEREAS, the estimated revenues of the grant are $100,000 per year over a five (5) year grant term.

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

Authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) - Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $100,000, financed by grant revenues from the California Department of State Hospitals (4/5ths vote required).

PASSED AND ADOPTED on 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 Minute Book _____, for the meeting on _____.

Dated:

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

By: _____
Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-79024-000	DSH-4440

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTOR NAME
County of Monterey

2. The term of this Agreement is:

START DATE
July 1, 2023

THROUGH END DATE
June 30, 2028

3. The maximum amount of this Agreement is:
$500,000.00
Five Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	5
	Exhibit B	Budget Detail and Payment Provisions	5
	Exhibit B-1	Sample Workgroup Invoice	1
+ -	Exhibit C *	General Terms and Conditions - 04/2017	*
+ -	Exhibit D	Special Terms and Conditions	9
+ -	Exhibit F	Information Privacy and Security Requirements (Non-HIPAA/HITECH Act Contracts)	13

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Monterey

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
168 West Alisal Street, Third Floor	Salinas	CA	93901

PRINTED NAME OF PERSON SIGNING	TITLE
Nick Chiulos	Assistant County Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE
DocuSigned by:
Nick Chiulos
910D1286CA694A8...

DATE SIGNED
7/17/2023 | 5:02 PM PDT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-79024-000	DSH-4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of State Hospitals			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1215 O Street, MS-1	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Faith Hiatt	Section Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Faith Hiatt	07/28/2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	W & I Code 4361 (h)		

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. County of Monterey and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement. In this document, the terms "contract" and "agreement" are used interchangeably.

2. SERVICE LOCATIONS:

A. The services shall be performed at various locations throughout the State of California including but not limited to conference and meeting rooms at available state buildings, and remotely via teleconference and/or webinar.

3. SERVICE HOURS

A. The services shall be provided during normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, except state holidays, on an as-needed basis.

4. PROJECT REPRESENTATIVES:

The project representatives during the term of this Agreement shall be:

DSH Contract Manager:	
Section/Unit: Community Forensic Partnerships Division	
Attention: Kathryn Sears Health Program Manager II	
Address: 1215 O Street, MS-10 Sacramento, CA 95814	
Phone: (916) 352-0069	Fax: N/A
Email: Kathryn.Sears@dsh.ca.gov	

DSH Administrative Contact:	
Section/Unit: Community Forensic Partnerships Division	
Attention: Karteek Kankanala Associate Governmental Program Analyst	
Address: 1215 O Street, MS-10 Sacramento, CA 95814	
Phone: (916) 562-3006	Fax: N/A
Email: Karteek.Kankanala@dsh.ca.gov	

County Contract Manager:	
Section/Unit: CAO/IGLA Office of Homeless Services	
Attention: Roxanne V. Wilson, Homeless Services Director	
Address: 168 West Alisal Street Salinas, CA 93901	
Phone: (831) 755-5445	Fax: (831) 757-5792
Email: wilsonr@co.monterey.ca.us	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

A. Contractor shall be a county entity which will coordinate, participate in, and facilitate a collaborative community stakeholder workgroup focused on developing and implementing local solutions that target the reduction of the number of individuals with serious mental illness arrested and incarcerated for behavior connected to their illness. This can include, but not be limited to, planning for care court, coordinating treatment, discussing housing options, planning for rearrest and/or reentry into diversion programs. The workgroup shall also focus on targeting the reduction of Felony Incompetent to Stand Trial (FIST) commitments overall within the county. If the Contractor is not from one of the county entities required to participate in the workgroup as referenced in6.A, facilitation and participation responsibilities may be delegated to another workgroup member.

6. CONTRACTOR RESPONSIBILITIES:

A. The members of the workgroup coordinated by the Contractor must include, but are not limited to, representatives from the County Superior Court, the Public Defender's Office, the District Attorney's Office, the County Sheriff, the County Department of Behavioral Health or Primary Service Provider, and the County Probation Officer. The Contractor responsible for coordinating the workgroup may or may not be from one of the county entities required to participate on the collaborative community stakeholder workgroup.

B. The Contractor shall submit and maintain an annual roster of all current members of their workgroup. The Contractor shall email the roster to DSH at DSHDiversion@dsh.ca.gov no later than July 31st of each fiscal year.

C. Contractor shall actively utilize this workgroup to develop and implement local solutions that reduce the number of individuals with serious mental illness arrested who are incarcerated for behavior connected to their illness. Contractor must also utilize this workgroup to implement local solutions that target the reduction of FIST commitments overall within the county.

D. Contractor shall coordinate meetings with the workgroup as often as necessary but, the Contractor must hold one (1) substantiative quarterly meeting at a minimum.

E. Meetings shall include, at a minimum, four (4) roster members or representatives of the roster members present to be eligible for invoicing. Contractor, in coordination with collaborative community stakeholder workgroup members, shall establish workgroup norms and processes to obtain concurrence and resolve disputes during developing, prioritizing, and implementing possible solutions.

F. Contractor shall provide DSH with a list of roster members who attended the meeting, a copy of the meeting agenda which includes a list of action items discussed, and a brief summary of the current status and outcomes resulting from the workgroup's efforts as verification for disbursement.

G. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

H. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

I. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, rules, and regulations made pursuant to pertinent Federal, State, and local laws. If any conflict arises between provisions of the plans and specifications and any such law above referred to, Contractor shall immediately notify DSH in writing.

J. The DSH may terminate the Agreement for cause, pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.

K. 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. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. 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 rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

7. DSH RESPONSIBILITIES:

A. DSH shall distribute funds to Contractor in accordance with the schedule outlined in Exhibit B, Section 5. Budget Detail, with approved submission of deliverables.

B. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

i. The DSH may routinely assess the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.

ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.

iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.

iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has thirty (30) calendar days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

8. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in Exhibit A, Scope of Work.

ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the DSH may find the contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

9. AMENDMENTS:

A. The parties reserve the right to amend this Agreement by extending its term, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Contractor shall submit all invoices not more frequently than quarterly in arrears.

B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, DSH agrees to compensate Contractor in accordance with the schedule of payments specified in section 5, Budget Detail.

C. The DSH is not responsible for services performed by Contractor outside of this Agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.

D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

E. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CAREs Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH Agreement price.

2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to DSH for distribution of funds, all invoices shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attention: Accounting Office, MS-2
1215 O Street
Sacramento, CA 95814

OR
DSHSAC.AccountsPayable@dsh.ca.gov

B. Contractor shall submit one (1) original and three (3) copies of each invoice, unless emailed.

C. Contractor shall type, not handwrite, each invoice on company letterhead. DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead. (See Exhibit B, Attachment 1 for sample invoice template.)

D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

E. Contractor shall list and itemize in accordance with the Budget Detail, Provision 5, disbursement number provided on each invoice.

F. Contractor shall include the following on each submitted invoice:
   i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
   ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
   iii. Invoice Total
   iv. Disbursement Number (Exhibit B, Budget Detail, invoice number one through six
   v. Signature (may be e-signature or wet signature)

3. BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL

A. The maximum amount of this Agreement shall not exceed $500,000.

   i. Funding distribution is found in Table B1 below and shall not exceed $100,000 per Agreement year.

B. Contractor shall submit the following items to DSH with each invoice:
   i. A list of roster members who attended the required meeting(s)
   ii. A copy of the meeting agenda(s) which include a list of action items discussed

iii. A brief summary of the current status and outcomes resulting in the workgroup's efforts commensurate with the timeframe associated with the invoice period

C. Funding awarded to the Contractor pursuant to this Agreement shall be distributed in installments as outlined in Table B1 below.

TABLE B1 – FUNDING DISTRIBUTION FOR STAKEHOLDER WORKGROUP

Fiscal Quarter	Months	# Of Meetings Held	Amount
Agreement Year 1			
1	July-Sep		$25,000
2	Oct-Dec		$25,000
3	Jan-Mar		$25,000
4	Apr-June		$25,000
Agreement Year 1 Total			$100,000
Agreement Year 2			
1	July-Sep		$25,000
2	Oct-Dec		$25,000
3	Jan-Mar		$25,000
4	Apr-June		$25,000
Agreement Year 2 Total			$100,000
Agreement Year 3			
1	July-Sep		$25,000
2	Oct-Dec		$25,000
3	Jan-Mar		$25,000
4	Apr-June		$25,000
Agreement Year 3 Total			$100,000
Agreement Year 4			
1	July-Sep		$25,000
2	Oct-Dec		$25,000
3	Jan-Mar		$25,000
4	Apr-June		$25,000
Agreement Year 4 Total			$100,000
Agreement Year 5			
1	July-Sep		$25,000
2	Oct-Dec		$25,000
3	Jan-Mar		$25,000
4	Apr-June		$25,000
Agreement Year 5 Total			$100,000
TOTAL AGREEMENT AMOUNT			$500,000

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D. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

E. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

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EXHIBIT B, ATTACHMENT 1
SAMPLE WORKGROUP INVOICE

[Insert Contractor's Department company logo/address]

WORKGROUP INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814

AGREEMENT #

DSH Diversion Funding Disbursement Request					
	Invoice # (1, 2,3,4)		Months/Year	# Of meetings held	Total Disbursement Requested
☐			July-September		$_____
☐			October-December		$_____
☐			January-March		$_____
☐			April-June		$_____

TOTAL: $ _____

PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]_____
[Insert name/title here]

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.

D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights

without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

20. AUDITS, INSPECTION AND ENFORCEMENT:

A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.

B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.

C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.

D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

   i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

   ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth

in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:

i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,

ii. Federal or state income tax withholding,

iii. Providing unemployment insurance and workers compensation insurance, and

iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

C. If both of the documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.

B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

Revision 11-18-2020

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EXHIBIT F
INFORMATION PRIVACY AND SECURITY REQUIREMENTS
(Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health (Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of State Hospitals (hereinafter "DSH"), pursuant to Contractor's agreement with DSH. (Such personal and confidential information is referred to herein collectively as "DSH PCI".) DSH and Contractor desire to protect the privacy and provide for the security of DSH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the DSH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all DSH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and DSH, including this Exhibit, the following definitions shall apply:

A. Breach: "Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of DSH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f) (2021).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e) (2021), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DSH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: "PCI" means "personal information" and "confidential information" collectively (as these terms are defined herein).

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) (2021); or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2) (2021); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) (2021), or California Civil Code section 56.05, subdivision (j) (2021); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3) (2021); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal

law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DSH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH PCI to anyone other than DSH personnel or programs without prior written authorization from the DSH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic or computerized DSH PCI. At each location where DSH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DSH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DSH PCI. These steps shall include, at a minimum, complying with all of the data

system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DSH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH, including this Exhibit, or otherwise use or disclose DSH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for DSH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Contractor CCPA Responsibilities: Contractor, its employees, agents, and sub-contractors, shall comply with all Contractor's legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA), including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.

To the fullest extent permitted by State law, pursuant to section 5 of Exhibit C of this Agreement, Contractor agrees to indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party

claims brought against the DSH, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

XII. Breach and Security Incident Responsibilities:

A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the
contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to DSH shall be provided by calling the DSH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code sections 1798.29 and 1798.82 (2021).

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer of:

1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and

3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code sections 1798.29 and 1798.82 (2021) or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such

notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82 (2021), and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e), or 1798.82, subdivision (f) (2021). Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.

F. DSH Contact Information: To direct communications to the above referenced DSH staff, the Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

DSH Contract Manager	**DSH Privacy Officer**	**DSH Chief Information Security Officer**
See Exhibit A - Scope of Work for Contract Manager contact information	Privacy Officer Office of Legal Services California Dept. State Hospitals 1215 O Street, MS-5 Sacramento, CA 95814 Email: Yamin.Scardigli@dsh.ca.gov Telephone: (916) 562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

XIII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an Individual such disclosures of DSH PCI, and information related to such disclosures,

necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25 (2021), or any applicable state or federal law.

XIV. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Program Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XV. Audits, Inspection and Enforcement: DSH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DSH Program Contract Manager in writing.

XVI. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DSH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the DSH PCI or returns the DSH PCI to DSH; provided however, that on expiration or termination of the agreement between Contractor and DSH, Contractor shall not further use or disclose the DSH PCI except as required by state or federal law.

C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with

such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DSH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVIII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DSH, available to DSH at no cost to DSH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DSH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XIX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XXI. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with DSH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DSH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DSH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access DSH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of DSH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain DSH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store DSH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing DSH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All DSH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing DSH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing DSH PCI can be encrypted. This requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing DSH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing DSH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing DSH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DSH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup DSH PCI to maintain retrievable exact copies of DSH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DSH PCI should it be lost.

At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DSH data.

5. Paper Document Controls

A. ***Supervision of Data.*** DSH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DSH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where DSH PCI is contained shall be escorted and DSH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** DSH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PSCI is no longer needed.

D. ***Removal of Data.*** DSH PCI must not be removed from the premises of the Contractor except with express written permission of DSH.

E. ***Faxing.*** Faxes containing DSH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** DSH PCI shall only be mailed using secure methods. Large volume mailings of DSH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a DSH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Revised 9/8/2021

Resolution

Stepping Up to Reduce the Number of People with Mental Illnesses in Jails

Resolution No.: 19-124

A) Add the County of Monterey to the Nationwide Coalition for "Stepping Up to Reduce the Number of People with Mental Illnesses in Jails."

B) Sign on to the Call to Action to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in my state and across the country to support a national initiative and encourage all county officials, employees, and residents to participate in Stepping Up. We resolve to utilize the comprehensive resources available through Stepping Up.....)

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and

WHEREAS, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general public; and

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and

WHEREAS, adults with mental illnesses tend to stay longer in jail and, upon release, are at a higher risk of recidivism than people without these disorders; and

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and

WHEREAS, the County of Monterey and all counties take pride in their responsibility to protect and enhance the health, welfare, and safety of its residents in efficient and cost-effective ways; and

WHEREAS, Monterey County sent a diverse team of county stakeholders; including Sheriff's Office, CAO's Office, Probation, District Attorney's Office, Behavioral Health, and Public Health, to the Stepping Up Initiative California Summit in January of 2017; and

WHEREAS, The Monterey County Sheriff has already implemented a number of changes to improve mental health services to inmates in the county jail, including: Intake screening, suicide risk assessment / mitigation, reduction of safety cell use, developing individual treatment plans for inmates suffering from mental illness, medication continuity, mental health clinical staffing levels, and mental health training; and

WHEREAS, The Monterey County jail has undergone a hazard reduction project to reduce jump or fall locations and the number of tie off points and other hazards within four separate housing units for high risk inmates; and

WHEREAS, The Monterey County Jail has increased out of cell time, individual program time, group therapy, self-help, and socialization skills for high risk inmates; and

WHEREAS, through Stepping Up, the National Association of Counties, The Council of State Governments Justice Center, and the American Psychiatric Association Foundation are encouraging public, private, and nonprofit partners to reduce the number of people with mental illnesses in jails.

NOW, THEREFORE, LET IT BE RESOLVED, that the Board of Supervisors does hereby:

A. Sign on to the Call to Action to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in my state and across the country to support a national initiative and encourage all county officials, employees, and residents to participate in Stepping Up. We resolve to utilize the comprehensive resources available through Stepping Up to:

1) Convene or draw on a diverse team of leaders and decision makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails; and
2) Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use that baseline information to guide decision making at the system, program, and case levels; and
3) Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community; and
4) Develop a plan with measurable outcomes that draws on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers; and

5) Implement research-based approaches that advance the plan; and
6) Create a process to track progress using data and information systems, and to report on successes.

PASSED AND ADOPTED this 30th day of April 2019.

Dated: April 30, 2019

Chair John M. Phillips

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

Valerie Ralph

County of Monterey

Board Report

Legistar File Number: RES 23-238

Item No.53

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

January 09, 2024

Introduced: 12/12/2023
Version: 1

Current Status: Passed
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Community Engagement Program Manager and Legislative Program Manager with the salary range as indicated in Attachment A effective January 13, 2024;
b. Amend FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8440-Appropriation Unit CAO004) to reallocate one (1) vacant 1.0 FTE Management Analyst III to one (1) 1.0 FTE Community Engagement Program Manager as indicated in Attachment A effective January 13, 2024;
c. Amend FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8054-Appropriation Unit CAO004) to reallocate and approve the reclassification of one (1) 1.0 FTE Management Analyst III to one (1) 1.0 FTE Legislative Program Manager as indicated in Attachment A effective January 13, 2024;
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2023-24 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendixes A and B to create the classifications of Community Engagement Program Manager and Legislative Program Manager with the salary range as indicated in Attachment A effective January 13, 2024;
b. Amend FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8440-Appropriation Unit CAO004) to reallocate one (1) vacant 1.0 FTE Management Analyst III to one (1) 1.0 FTE Community Engagement Program Manager as indicated in Attachment A effective January 13, 2024;
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d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2023-24 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

SUMMARY/DISCUSSION:
The County Administrative Office requested that the Human Resources Department study two Management Analyst III positions assigned to the Intergovernmental and Legislative Affairs (IGLA) Division. One position oversees the County's Community Engagement program, while the other position oversees the County's Legislative Program. The objective of the studies was to determine if the Management Analyst III positions, based on assigned duties and responsibilities, were appropriately classified.

The classification studies found the following:

- **Legislative Program:** The incumbent's role in providing legislative program management oversight and responsibility has expanded over the past several years. The incumbent is responsible for managing a highly complex and political program area and providing oversight and direction to state and federal legislative consultants.
- **Community Engagement Program:** The responsibilities of the Community Engagement Program have significantly changed creating a need for the County to provide a higher-level delivery of community engagement services. This requires an advanced level of expertise in gathering complex data, and recommending policies and procedures that promote local government initiatives.

Both classification studies determined that the assigned duties were not consistent with the current classification of either Management Analyst III position. Furthermore, no existing classifications were determined to be appropriate for either position's scope of work. As a result, the classification analysis found the duties would be more accurately reflected in new classifications titled Community Engagement Program Manager and Legislative Program Manager.

To establish salaries for these new classifications, the Human Resources Department completed a base wage compensation study of our ten (10) market comparable agencies; however, not enough matches were found. One (1) match was found in San Mateo for the Community Engagement Program Manager, and two (2) matches were found for the Legislative Program Manager. The County Compensation Philosophy requires a minimum of three (3) benchmark classification matches with comparable agencies to provide sufficient data for analyzing and determining a base wage comparison. The County Compensation Philosophy further states that in the absence of sufficient external data comparisons, the County will use internal comparisons to set base wages for classifications. The internal comparison analysis of the duties, scope of work, complexity, and consequence of error of similarly situated classifications in Monterey County, resulted in similarities being identified between the work of the Sustainability Program Manager, County Homeless Services Director, and the Cannabis Program Manager as they relate to the assigned scope of work, complexity, and consequence of error.

In accordance with the County's Compensation Philosophy, the County of Monterey is committed to providing its employees with competitive compensation in order to attract and retain the highest quality employees to serve the community. Therefore, the Human Resources Department recommends that the Board of Supervisors support the recommended actions to ensure that the future incumbents are compensated commensurate to their positions. Therefore, it is recommended that the salaries of these

new classifications be set at approximately $12,459 per month at top step.

OTHER AGENCY INVOLVEMENT:
The Board of Supervisors Budget Committee and County Administrative Office have reviewed and concur with the recommendations. In addition, the County Employee Management Association (CEMA) has been provided notice of these recommendations.

FINANCING:
The estimated annual impact to the County Administrative Office for the reallocation to a Community Engagement Program Manager is $37,722 per year and $22,004 for the remainder of FY 2023-24. The estimated annual impact to the County Administrative Office for the reclassification and reallocation to a Legislative Program Manager is $37,722 per year and $22,004 for the remainder of FY 2023-24. The total annual cost is $75,444.03, and the prorated cost for FY 2023-24 is $44,008.

The Department will work to manage the increase within its FY 2023-24 adopted budget and will provide a report to the Board of Supervisors when the mid-year estimate and forecast are presented if it is experiencing budgetary challenges resulting from this cost increase.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared By: Laura Carucci, Associate Personnel Analyst
Approved By: Andreas Pyper, Director of Human Resources

Attachment:
Attachment A
Resolution

DocuSign Envelope ID: 69577A03-7ED8-4D41-AFF4-8185673B512C

County of Monterey

Board Report

Legistar File Number: RES 23-238

Item No.

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

January 09, 2024

Introduced: 12/12/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Community Engagement Program Manager and Legislative Program Manager with the salary range as indicated in Attachment A effective January 13, 2024;
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new classifications be set at approximately $12,459 per month at top step.

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The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared By: Laura Carucci, Associate Personnel Analyst
DocuSigned by: Laura Carucci CCAEEE4188BC4A7...

Approved By: Andreas Pyper, Director of Human Resources
DocuSigned by: Andreas Pyper 3D3E9642CCB9490...

Attachment:
Attachment A
Resolution

Create New Classification of Community Engagement Program Manager

Classification Title: **Community Engagement Program Manager**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$52.628	$55.522	$58.576	$61.798	$65.196	$68.456	$71.879						
$4,210.25	$4,441.80	$4,686.08	$4,943.80	$5,215.70	$5,476.48	$5,750.32	14M07	02	P	8810	X	E
$9,122	$9,624	$10,153	$10,712	$11,301	$11,866	$12,459						

Provided for information purposes only

Reallocate Position from Management Analyst III to Community Engagement Program Manager
County Administrative Office
Fund 001-Dept. 1050-Unit 8440 Appropriation Unit CAO004

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	14C31	Management Analyst III	0001	(1.0)	1.0
To	14M07	Community Engagement Program Manager	0001	1.0	1.0

Classification Title: **Legislative Program Manager**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$52.628	$55.522	$58.576	$61.798	$65.196	$68.456	$71.879						
$4,210.25	$4,441.80	$4,686.08	$4,943.80	$5,215.70	$5,476.48	$5,750.32	14M08	02	P	8810	X	E
$9,122	$9,624	$10,153	$10,712	$11,301	$11,866	$12,459						

Provided for information purposes only

Reallocate Position from Management Analyst III to Legislative Program Manager
County Administrative Office
Fund 001-Dept. 1050-Unit 8054-Appropriation Unit CAO004

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	14C31	Management Analyst III	0002	(1.0)	0.0
To	14M08	Legislative Program Manager	0001	1.0	1.0

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

Resolution No.: PPPR Control No. 24-001)
HRM Control No. 24-001)
Adopts a Resolution to:)
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Community Engagement Program Manager and Legislative Program Manager with the salary range as indicated in Attachment A effective January 13, 2024;)
b. Amend FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8440-Appropriation Unit CAO004) to reallocate one (1) vacant 1.0 FTE Management Analyst III to one (1) 1.0 FTE Community Engagement Program Manager as indicated in Attachment A effective January 13, 2024;)
c. Amend FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8054-Appropriation Unit CAO004) to reallocate and approve the reclassification of one (1) 1.0 FTE Management Analyst III to one (1) 1.0 FTE Legislative Program Manager as indicated in Attachment A effective January 13, 2024;)
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2023-24 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.)
)
)

WHEREAS, the County Administrative Office requested that the Human Resources Department conduct classification studies of two of the Management Analyst III positions assigned to the Intergovernmental and Legislative Affairs (IGLA) Division which determined that the assigned duties were not consistent with the current classification of Management Analyst III; and

WHEREAS, the Human Resources Department determined that the classification analysis found the duties would be more accurately reflected in new classifications titled Community Engagement Program Manager and Legislative Program Manager; and

WHEREAS, to implement the recommendations, the action requires the Personnel Policies and Practices Resolution No. 98-394 Appendices A and B to be amended;

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

1. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B are amended to create the classifications of Community Engagement Program Manager and Legislative Program Manager with salary ranges as indicated below effective January 13, 2024:

Classification Title: **Community Engagement Program Manager**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$52.628	$55.522	$58.576	$61.798	$65.196	$68.456	$71.879						
$4,210.25	$4,441.80	$4,686.08	$4,943.80	$5,215.70	$5,476.48	$5,750.32	14M07	02	P	8810	X	E
$9,122	$9,624	$10,153	$10,712	$11,301	$11,866	$12,459						

Provided for information purposes only

Classification Title: **Legislative Program Manager**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$52.628	$55.522	$58.576	$61.798	$65.196	$68.456	$71.879						
$4,210.25	$4,441.80	$4,686.08	$4,943.80	$5,215.70	$5,476.48	$5,750.32	14M08	02	P	8810	X	E
$9,122	$9,624	$10,153	$10,712	$11,301	$11,866	$12,459						

Provided for information purposes only

2. The FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8440-Appropriation Unit CAO004) is amended to reallocate one (1) vacant 1.0 FTE Management Analyst III to one (1) 1.0 FTE Community Engagement Program Manager as indicated below effective January 13, 2024:

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	14C31	Management Analyst III	0001	(1.0)	1.0
To	14M07	Community Engagement Program Manager	0001	1.0	1.0

3. The FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8054-Appropriation Unit CAO004) is amended to reallocate and approve the reclassification of one (1) 1.0 FTE Management Analyst III to one (1) 1.0 FTE Legislative Program Manager as indicated below effective January 13, 2024;

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	14C31	Management Analyst III	0002	(1.0)	0.0
To	14M08	Legislative Program Manager	0001	1.0	1.0

4. The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the FY 2023-24 Adopted Budget and the Human Resources

Department to implement the changes in the Advantage Human Resources Management (HRM) System.

PASSED AND ADOPTED on 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 _____.

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: 23-941

Item No.54

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

January 09, 2024

Introduced: 12/12/2023
Version: 1

Current Status: Passed
Matter Type: General Agenda Item

Authorize the County Contracts/Purchasing Officer or designee to execute an Agreement for the Comprehensive Economic Development Strategy (CEDS) Year 2 Annual Update Standard Agreement for National Council for Community Development Inc. 'Grow America' to perform all tasks necessary to conduct an annual CEDS update for the County of Monterey (County), for the period of six (6) months, for the term of January 9, 2024, through June 30, 2024, in the amount not to exceed $75,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors authorize the County Contracts/Purchasing Officer or the designee to execute an Agreement for the Comprehensive Economic Development Strategy (CEDS) Year 2 Annual Update Standard Agreement for National Council for Community Development Inc. 'Grow America' to perform all tasks necessary to conduct an annual CEDS update for the County of Monterey (County), for the period of six (6) months, for the term of January 9, 2024, through June 30, 2024, in the amount not to exceed $75,000.

SUMMARY/DISCUSSION
In June 2021, the County contracted with National Development Council (Grow America Inc.) to update the five (5) year Comprehensive Economic Development Strategy (CEDS) for U.S. Department of Commerce Economic Development Administration (EDA) acceptance. The update engaged many new stakeholders to an economic development strategy but was limited in developing more detailed strategies and projects. The CEDS was adopted by the Board of Supervisors (Board) and ratified by every jurisdiction in the County, a rare achievement. In establishing yearly updates, the County can engage stakeholders in further detailing those priority strategies and using the work for EDA funding applications as well as California economic development resources.

On October 25, 2022, the Board approved an agreement between the County and Grow America Inc. to perform all tasks necessary to conduct the first annual CEDS update for the County of Monterey.

Work on the Year 1 Update began in the fall of 2022 with the establishment of the County's new Economic Development Committee, which comprises members from the public, private, and nonprofit sectors as well as representatives from target industries. In collaboration with the County, Grow America and CVL Economics identified additional stakeholders to interview over the course of the project to gain broader insights into challenges, needs, and priorities across multiple economic dimensions. The County also convened four focus groups on topics warranting deeper discussion:

Technology and Innovation, Workforce Development, Tourism & Hospitality, and Agriculture. These conversations helped refine the nature of the quantitative analysis and look to indicators that best reflected on-the-ground realities. To that end, the data analysis approach for the Year 1 Update was designed to be more targeted (as opposed to comprehensive) compared to the CEDS; rather than updating every chart from 2021, an emphasis was placed on identifying data points and trends that could most effectively and concisely capture the economic arc of the County in the wake of the pandemic.

Work on the Year 2 Update is anticipated to begin in January of 2024. The County will be collaborating with Grow America and CVL Economics to complete the Year 2 CEDS Annual Update. The Year 1 Update report had three (3) core components: summary of economic conditions, target sector analysis, and spotlight on areas of interest. A Year 2 Update would use the same framework and present the most recently available data for each indicator. Outreach would include the facilitation of up to three focus groups to solicit input on two target sectors and one spotlight section.

The ARPA CEDS Annual Update Agreement/Scope of Services provide the detailed services, programs, and performance measures.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has approved the Agreements as to form.

FINANCING:
Funds for the ARPA Economic Recovery Agreements, in the cumulative amount of $75,000, have been included in the FY 2023-24 Adopted Budget, Fund 001, Department 1050, Unit 8514.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The American Rescue Plan Act funding for a Comprehensive Economic Development Strategy (CEDS) update will provide economic opportunities that support the Board approved strategic initiatives.

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

Prepared by: Isela Sandoval, Management Analyst II, x7214
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

Attachments:
Standard Agreement
Exhibit A

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County of Monterey

Board Report

Legistar File Number: 23-941

Item No.52

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

January 09, 2024

Introduced: 12/12/2023

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Authorize the County Contracts/Purchasing Officer or designee to execute an Agreement for the Comprehensive Economic Development Strategy (CEDS) Year 2 Annual Update Standard Agreement for National Council for Community Development Inc. 'Grow America' to perform all tasks necessary to conduct an annual CEDS update for the County of Monterey (County), for the period of six (6) months, for the term of January 9, 2024, through June 30, 2024, in the amount not to exceed $75,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the County Contracts/Purchasing Officer or the designee to execute an Agreement for the Comprehensive Economic Development Strategy (CEDS) Year 2 Annual Update Standard Agreement for National Council for Community Development Inc. 'Grow America' to perform all tasks necessary to conduct an annual CEDS update for the County of Monterey (County), for the period of six (6) months, for the term of January 9, 2024, through June 30, 2024, in the amount not to exceed $75,000.

SUMMARY/DISCUSSION

In June 2021, the County contracted with National Development Council (Grow America Inc.) to update the five (5) year Comprehensive Economic Development Strategy (CEDS) for U.S. Department of Commerce Economic Development Administration (EDA) acceptance. The update engaged many new stakeholders to an economic development strategy but was limited in developing more detailed strategies and projects. The CEDS was adopted by the Board of Supervisors (Board) and ratified by every jurisdiction in the County, a rare achievement. In establishing yearly updates, the County can engage stakeholders in further detailing those priority strategies and using the work for EDA funding applications as well as California economic development resources.

On October 25, 2022, the Board approved an agreement between the County and Grow America Inc. to perform all tasks necessary to conduct the first annual CEDS update for the County of Monterey.

Work on the Year 1 Update began in the fall of 2022 with the establishment of the County's new Economic Development Committee, which comprises members from the public, private, and nonprofit sectors as well as representatives from target industries. In collaboration with the County, Grow America and CVL Economics identified additional stakeholders to interview over the course of the project to gain broader insights into challenges, needs, and priorities across multiple economic

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Work on the Year 2 Update is anticipated to begin in January of 2024. The County will be collaborating with Grow America and CVL Economics to complete the Year 2 CEDS Annual Update. The Year 1 Update report had three (3) core components: summary of economic conditions, target sector analysis, and spotlight on areas of interest. A Year 2 Update would use the same framework and present the most recently available data for each indicator. Outreach would include the facilitation of up to three focus groups to solicit input on two target sectors and one spotlight section.

The ARPA CEDS Annual Update Agreement/Scope of Services provide the detailed services, programs, and performance measures.

OTHER AGENCY INVOLVEMENT:
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FINANCING:
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The American Rescue Plan Act funding for a Comprehensive Economic Development Strategy (CEDS) update will provide economic opportunities that support the Board approved strategic initiatives.

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

Prepared by: Isela Sandoval, Management Analyst II, x7214
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

DocuSigned by:
Deborah Paolinelli
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Attachments:
Standard Agreement
Exhibit A

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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:

National Council for Community Development Inc. (Grow America),

(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: Perform all tasks necessary to provide a one year CEDS update and all services described in Exhibit A.

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: $ 75,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 9, 2024 **to** June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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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:**
Richard Vaughn, Economic Development Manager	Daniel Marsh III, President
Name and Title	Name and Title
168 W. Alisal St. Salinas, CA 93901	P.O. Box 845300 Boston, MA 02284-5300
Address	Address
(831) 784-5602	(917) 559-6188
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 **********

EXHIBIT-A

To Agreement by and between
CAO -Economic Development, hereinafter referred to as "County"
AND
National Council for Community Development Inc., AKA "Grow America", hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. ARPA CEDS Annual Update
    a) Project Overview:
        i. The CEDS update process spans five phases, each with its own set of deliverables and stakeholder engagement elements. This new update will require re-establishment of the previous CEDS Executive Committee – comprising representatives from industry, government, academia, and other key groups from across the Region. There will likely be some overlap between these groups, and both will play a critical role in shaping the CEDS, and the activities described in each of the phases below will provide them with the knowledge, insights, and tools to do so effectively.
    b) Phase I:
        i. Reporting- The project opens with a focus on updating current economic conditions, identify emerging trends, and forecast growth, which collectively lay the groundwork for subsequent phases. A combination of quantitative and qualitative methods will be employed across three sets of tasks: Data Analysis: (1) industry, labor market, and demographic analyses at regional and sub-regional levels using proprietary and publicly available datasets; (2) economic impact analyses for the region's four target industries (as well as for each county overall) using IMPLAN input-output models to determine regional output, labor income, and tax revenue. Limited Documentation Review: (3) review of regional planning documents to align the CEDS with existing and proposed policies, programs, and initiatives, (4) mapping of regional infrastructure and economic assets, and

(5) inventory of recently completed, in-process, and future capital projects.

c) Phase 2:
    i. Planning- The analysis and assessment conducted in the previous two phases feeds into what is considered the most important part the CEDS process: strategic planning. Over the course of Phase 3, the consultant will conduct outreach that will include the facilitation of up to (3) focus groups to solicit input on (2) target sectors and (1) spotlight section and no more than (7) additional interviews across the project lifecycle.

d) Phase 3:
    i. Production- The production phase of the project is a collaborative and iterative process among the consultant, client, and Committee. The consultant will prepare a draft section of the CEDS update and convene the Committee to review and discuss content. Written feedback from the Committee will be incorporated into the final report.

e) Phase 4:
    i. Rollout- The Consultant will revise the CEDS update accordingly and prepare and present the final report to the county's Board of Supervisors. The consultant will also participate in public presentations as needed to expediently shepherd the CEDS through local review processes before ultimately submitting the draft for a review by the local regional EDA office.

A.2 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Due Date	Report Period
TBD	January 9, 2024 – March 31, 2024 (SA1 Report)
TBD	April 1, 2024 – June 30, 2024 (SA2 Final Report)

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $75,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

ARPA CEDS annual update project shall not exceed $75,000.00 for the period January 9, 2024, through June 30, 2024.

1. **Term of Agreement**
   a. The amount of compensation allocated to CONTRACTOR for five (5) months is $75,000 during the period of January 9, 2024, through June 30, 2024.
2. **Invoices**
   a. CONTRACTOR shall submit semi-annual invoice. Compensation shall be paid to CONTRACTOR in two (2) installments in the amount equal to 1/2 of the total allocated above, not to exceed $37,500. Payment of compensation is based upon the performance of all things necessary for or incidental to the Scope of Services identified in Section A.
3. **Payment Schedule**
   a. Payment shall be made by COUNTY upon receipt of invoice. Payment is conditional upon receiving performance reports and invoices that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.
4. **Quarterly Performance Reports**
   a. CONTRACTOR shall produce the following quarterly performance reports in a format provided by County. The performance report shall be in a format that is easy to understand that can be shared with the Economic Development Committee and the Board of Supervisors. Each quarterly performance report shall identify the achievement, to-date, of the performance criteria specified in Section A, subsections (1) through (3).
5. **Determination of Compliance**
   a. CONTRACTOR is expected to substantially meet or exceed the stated goals, objectives, tasks and performance measures. CONTRACTOR is expected to provide various reports, documents, plans, and other deliverables in a timely manner. Furthermore, CONTRACTOR is expected to cooperate with County Staff, the Economic Development Committee, and the Board of Supervisors in conducting its responsibilities under this Agreement.
   The determination of whether performance meets standard is at the sole judgment of County. County will review periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which CONTRACTOR shall make readily available upon request. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.
   In the event County determines CONTRACTOR is not meeting its expectations as expressed above, in whole or in part, County reserves the right to determine the appropriate remedy. These remedies could include, but are not limited to, requiring a corrective action plan, disallowance of costs, changing the compensation schedule, reduction of future allocations, and/or termination of the Agreement.
6. **Modifications to the Scope of Work**

a. The Assistant County Administrative Officer or his/her designee may approve modifications to the specific tasks described in the Scope of Services with the concurrence of the Administrative Committee of the Monterey County Economic Development Committee. Such modifications must be in writing. Any modifications to compensation and to the Scope of Services must be approved by the Board of Supervisors.

7. **Acknowledgement of County Funding**
   a. The County shall be acknowledged for the funding support to CONTRACTOR and explicit funding support for any project, event or initiative funded by the Agreement. This acknowledgement shall be included in any written materials, advertisements or banners associated with the project, event or initiative where it is customary to list sponsors. It is CONTRACTOR'S responsibility to pass this requirement through to its Subcontractors or funded organizations that may be involved in any project, event or initiative funded by County. CONTRACTOR shall ensure their compliance with this requirement. Failure to acknowledge this funding support may result in projects, events or initiatives being deemed by County as ineligible to receive future funds.
8. **Written Publications**
   a. CONTRACTOR shall provide County with a copy of any final written or visual publication and any other work product (e.g. print advertisement) that is funded in whole or in part by this agreement. CONTRACTOR'S website shall prominently display that the County is a major funding partner or contributor to CONTRACTOR. Said documents shall be provided within 10 business days of their publication.
9. **Unincorporated Area Representation and Service**
   a. CONTRACTOR is encouraged to include on its Board individuals who reflect the interests of unincorporated areas of the County of Monterey and ensure that CONTRACTOR'S services apply to unincorporated as well as incorporated areas of the County. A list of current Board Members shall be included in the periodic reports required.
10. **Presentations**
    a. CONTRACTOR shall be required to provide one presentation to the Board of Supervisors at the end of the project period to present the final report, and two presentations to the Economic Development Committee – one at the beginning of the project to describe the process, and a second at the end of the project to present the draft report. In addition, CONTRACTOR is expected to attend meetings of the bodies upon request.
11. **Submittal of Communications, Documents, Reports and other Deliverables**
    a. Submittals shall be submitted to the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to the following address:

Attention: Richard Vaughn, Economic Development Manager
County of Monterey
County Administrative Office
168 W. Alisal Street, 3rd Floor

Salinas, CA 93901

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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.

Introduced: 12/15/2023

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Adopt a resolution authorizing County Administrative staff to partner with Pacific Gas and Electric to conduct research and analysis regarding strategies for community energy efficiency and electrification projects; and
b. Authorize the County Administrative Officer, or designee, to execute Pacific Gas and Electric's Non-Disclosure Agreement that will provide staff with confidential energy infrastructure data; and,
c. Authorize the County Administrative Officer, or designee, to execute any documents necessary to implement this partnership.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Adopt a resolution authorizing County Administrative staff to partner with Pacific Gas and Electric to conduct research and analysis regarding strategies for community energy efficiency and electrification projects; and
b. Authorize the County Administrative Officer, or designee, to execute Pacific Gas and Electric's Non-Disclosure Agreement that will provide staff with confidential energy infrastructure data; and,
c. Authorize the County Administrative Officer, or designee, to execute any documents necessary to implement this partnership.

SUMMARY:

Staff recommend that the Board authorize signing the attached Non-Disclosure Agreement with Pacific Gas and Electric (PG&E) to increase the data accessible to staff for strategic planning for greenhouse gas reductions in the built environment through energy efficiency and electrification programming. A non-disclosure agreement is necessary to partner with PG&E to provide this information, which includes detailed maps of energy infrastructure and energy consumption data in PG&E's service area.

DISCUSSION:
Staff recommend that the Board authorize signing the attached Non-Disclosure Agreement with Pacific Gas and Electric (PG&E) to increase the data accessible to staff for strategic planning for greenhouse gas reductions in the built environment through energy efficiency and electrification programming. A non-disclosure agreement is necessary to partner with PG&E to provide this information, which includes detailed maps of energy infrastructure and energy consumption data in PG&E's service area.

This data will enhance the analytical options available to staff in the effort to prepare the upcoming

Community Climate and Adaption Plan. By providing a greater level of detail in data, staff aim to evaluate building decarbonization strategies that better fit the needs and physical infrastructure of the County.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the NDA agreement as to form.

FINANCING:
This item has no financial or budgetary impact.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This item supports the County's effort to prepare the upcoming Community Climate Action and Adaptation Plan.

Mark a check to the related Board of Supervisors Strategic Initiatives

_X_Economic Development
__Administration
_X_Health & Human Services
_X_Infrastructure
_X_Public Safety

Prepared by: Cora Panturad, Sustainable Infrastructure Analyst x5338
Approved by: Deborah Paolinelli, Assistant County Administrative Officer x5309

_____ _____
Deborah Paolinelli, Assistant County Administrative Officer Date

Attachments:
Draft Resolution PG&E Partnership
PG&E Non-Disclosure Agreement

DocuSign Envelope ID: 0D90EF02-D6CD-40A1-B116-68FEA0DDAFCA

Introduced: 12/15/2023

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

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This data will enhance the analytical options available to staff in the effort to prepare the upcoming Community Climate and Adaption Plan. By providing a greater level of detail in data, staff aim to evaluate building decarbonization strategies that better fit the needs and physical infrastructure of the County.

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OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the NDA agreement as to form.

FINANCING:
This item has no financial or budgetary impact.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This item supports the County's effort to prepare the upcoming Community Climate Action and Adaptation Plan.

Mark a check to the related Board of Supervisors Strategic Initiatives

_X_Economic Development
__Administration
_X_Health & Human Services
_X_Infrastructure
_X_Public Safety

Prepared by: Cora Panturad, Sustainable Infrastructure Analyst x5338
Approved by: Deborah Paolinelli, Assistant County Administrative Officer x5309

DocuSigned by:
Deborah Paolinelli
DFCFE819B75E478...

1/3/2024 | 10:08 AM PST

Deborah Paolinelli, Assistant County Administrative Officer Date

Attachments:
Draft Resolution PG&E Partnership
PG&E Non-Disclosure Agreement

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

Resolution No.

Adopt a Resolution
a. Authorize staff to partner with Pacific Gas and Electric to conduct research and analysis regarding strategies for community energy efficiency and electrification projects; and
b. Authorize the County Administrative Officer, or designee, to execute Pacific Gas and Electric's Non-Disclosure Agreement that will provide staff with confidential energy infrastructure data; and,
c. Authorize the County Administrative Officer, or designee, to execute any documents necessary to implement this partnership.

RECITALS:

WHEREAS, the Board of Supervisors desires for the County to partner with Pacific Gas and Electric to conduct research and analysis regarding strategies for community energy efficiency and electrification projects; and

WHEREAS, the Board of Supervisors acknowledges that it is necessary to execute Pacific Gas and Electric's Non-Disclosure Agreement to share confidential energy infrastructure data; and,

WHEREAS, the Board of Supervisors finds it appropriate for the County Administrative Officer, or designee, to execute any documents necessary to implement this partnership.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Monterey, State of California, does hereby proclaim that:

a. The County of Monterey is authorized to partner with Pacific Gas and Electric to conduct research and analysis regarding strategies for community energy efficiency and electrification projects; and
b. The County Administrative Officer, or designee, is authorized to execute Pacific Gas and Electric's Non-Disclosure Agreement that will provide staff with confidential energy infrastructure data; and,
c. The County Administrative Officer, or designee, is authorized to execute any documents necessary to implement this partnership.

PASSED AND ADOPTED on this 5th day of December 2023, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By _____

PACIFIC GAS AND ELECTRIC COMPANY
NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (“Agreement”) is by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), and COUNTY OF MONTEREY, (the "ReceivingParty”).

RECITALS

WHEREAS, PG&E is the current owner of gas transmission and distribution pipelines and other gas facilities associated with these pipelines, and

WHEREAS, at the request of the Receiving Party, PG&E agrees to share detailed natural gas system maps and transmission and distribution pipeline details which is Proprietary Information, with the Receiving Party, as defined below in “Definition” Paragraph 3, "PROPRIETARY INFORMATION," and

WHEREAS, the Receiving Party commits to protect, use, handle, and safeguard the Proprietary Information it receives from PG&E in accordance with the duties and responsibilities set forth herein, giving it the same degree of care as the Receiving Party exercises with its own Proprietary Information to prevent its unauthorized disclosure.

DEFINITION

1. “PARTIES” as used herein means PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California Corporation and the COUNTY OF MONTEREY (the “Receiving Party”).

2. “AGREEMENT” as used herein means an arrangement between two Parties, a properly executed and legally binding contract. This Agreement shall not constitute, create or otherwise imply a joint venture, teaming or pooling agreement, partnership or business combination of any kind.

3. "PROPRIETARY INFORMATION" as used herein means PG&E information or data, including but not limited to: Records related to PG&E gas facilities previously and currently operated or owned by PG&E or its previous subsidiaries or its contractor(s), which PG&E considers to be a trade secret or competitively sensitive. It may include written or verbal/visual information. PG&E’s proprietary information may include records of any kind provided to the Receiving Party by PG&E, including paper records, documents, computer or cyber records, magnetic tape, maps, construction records, computer software or any other similar type of machine-readable format.

4. “NEED TO KNOW” as used herein means PG&E’s information or data disclosed with the Receiving Party will be kept as Proprietary Information in confidence and the Receiving Party will not disclose such Information to third parties or any other persons unless that third party or person has an agreement in writing to be bound by a like obligation of confidentiality with respect to PG&E’s Proprietary Information as the Receiving Party is bound (Non-Disclosure Agreement).

AGREEMENT

NOW, THEREFORE, for valuable consideration, the Parties agree as follows:

1. PURPOSE AND USE: The purpose of this Agreement is to protect PG&E Proprietary Information. The Receiving Party may use any Proprietary Information received hereunder to facilitate an understanding of scenarios where and why targeted electrification/gas asset retirement projects may be possible or advisable. The Receiving Party may use any Proprietary Information received hereunder only

for internal evaluation and use consistent with the purpose of this Agreement. Any other use shall be only with the prior written consent of PG&E.

2. NON DISCLOSURE: Subject to “Agreement” Paragraph 5, “Exceptions to Non-Disclosure,” the Receiving Party agrees to keep Proprietary Information in confidence and not disclose such Information to third parties or any other persons except employees, agents, consultants, or subcontractors of the Receiving Party with a "need to know" in order to accomplish the sole purpose stated above, and provided that such third parties shall first have agreed in writing to be bound by a like obligation of confidentiality with respect to PG&E’s Proprietary Information as the Receiving Party is bound.

3. OWNERSHIP OF PROPRIETARY INFORMATION: All Proprietary Information delivered by PG&E to the Receiving Party pursuant to this Agreement shall be and remain the property of PG&E. Written analyses or summaries of Proprietary Information shall be limited only to and reference only Proprietary Information related to PG&E detailed natural gas system maps and transmission and distribution pipeline details.

4. NO LICENSE RIGHTS: This Agreement and any Proprietary Information used or disclosed hereunder shall not be construed as granting, expressly or by implication, to the Receiving Party any rights by license or otherwise to such Proprietary Information or to any invention or patent or patent application now or hereafter owned or controlled by PG&E.

5. EXCEPTIONS TO NON-DISCLOSURE: Notwithstanding “Agreement” Paragraph 2, “Non-Disclosure,” the Receiving Party shall not be liable under this Agreement for a disclosure or use of Proprietary Information received hereunder where the Proprietary Information:

5.1 was in the public domain at the time of the disclosure or is subsequently made available to the general public without restriction and without breach of this Agreement; or

5.2 was known by the Receiving Party at the time of disclosure without restrictions on its use, or was independently developed by the Receiving Party without reliance on, use of, or strategic guidance derived from the Proprietary Information, each as shown by adequate documentation; or

5.3 is disclosed to the Receiving Party by a third party without restriction and without breach of any agreement; or

5.4 is disclosed with the prior written approval of PG&E; or

5.5 is used or disclosed pursuant to a court order, subpoena or other lawful order of a court or a request for information or audit from a governmental authority of competent jurisdiction, or a request pursuant to the California Public Records Act (Act), provided that prior to such disclosure, PG&E is given prompt notice of the required disclosure so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of an injunction to prohibit such disclosure. In the event that any lawsuit, action, or other legal proceeding is brought against Receiving Party by any person(s) or entity(ies) regarding the disclosure of the information PG&E has articulated as being exempt from disclosure under the Act, evidenced by any legal basis provided by PG&E after receiving notice of a request for public records submitted under the Act, under any theory (collectively the "Actions"), PG&E hereby agrees to release Receiving Party from any such liability and to defend, indemnify and hold harmless Receiving Party from any

such Actions.

6. INJUNCTIVE RELIEF: Each Party hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement, and (b) any breach causes PG&E irreparable harm, for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages, subject to the limitations set forth in Section 5.5.

7. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, except as provided for in section 5.5.

8. TERM: Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice. Termination shall not abrogate the Receiving Party's obligations hereunder for Proprietary Information received prior to the date of termination. The nondisclosure provisions of this Agreement and Section 5.5 shall survive the termination hereof and shall continue until written permission is obtained from PG&Ereleasing Receiving Party from its confidentiality obligations hereunder.

9. GENERAL PROVISIONS

9.1 NOT A JOINT VENTURE: Each Party shall use its own resources and funds in carrying out the provisions of this Agreement, and neither Party shall be required to reimburse the other for expenditures or costs incurred hereunder. This Agreement shall not constitute, create or otherwise imply a joint venture, teaming or pooling agreement, partnership or business combination of any kind.

10.2. NO FUTURE CONTRACT RIGHTS: This Agreement and the disclosure of Proprietary Information hereunder is not an offer, promise or acceptance of any future contract or amendment of any existing contract.

10.3 NO WARRANTIES OR REPRESENTATIONS: Neither Party makes any warranty or representation of any kind, either express or implied, concerning the Proprietary Information exchanged under this Agreement. The Receiving Party shall not rely on the Proprietary Information for any purpose other than to make its own evaluation thereof.

10.4 GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles.

10.5 BINDING AGREEMENT: This Agreement shall be binding upon the Parties, their successors and assigns. This Agreement contains the entire understanding between the Parties with respect to Proprietary Information received hereunder. No change or modification shall be made effective unless in writing and signed by an authorized representative of each Party.

10.6 NO WAIVER: Notwithstanding any of the foregoing provisions, this Agreement is not and shall not be construed as a waiver of any rights or obligations of either Party under any other pre-existing agreements or by law.

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Pacific Gas and Electric Company®

PACIFIC GAS AND ELECTRIC COMPANY
NON-DISCLOSURE AGREEMENT

PACIFIC GAS AND ELECTRIC COMPANY	COUNTY OF MONTEREY
_____	_____
Signature of Authorized Agent of Company	Signature of Authorized Agent of Company
Anna Brooks	
Name (Print)	Name (Print)
Director, Local Government Affairs	
Title	Title
_____	_____
Date of Signature	Date of Signature (“Effective Date”)

Introduced: 12/19/2023
Version: 1

Current Status: Passed
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classification of Assistant Deputy Director Social Services with the salary range as indicated in Attachment A effective January 13, 2024;
b. Direct the County Administrative Office, Auditor-Controller, and Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendixes A and B to create the classification of Assistant Deputy Director Social Services with the salary range as indicated in Attachment A effective January 13, 2024;
b. Direct the County Administrative Office, Auditor-Controller, and Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

SUMMARY/DISCUSSION:
The Department of Social Services requested that the Human Resources Department study the department's organizational structure. The organizational study determined that the creation of an additional layer of management-level staff will best meet the operational needs of the organization within two of the larger and more complex branches: Family and Children's Services and/or Community Benefits to assist with planning, implementing, coordinating, and directing the branches, and to act for the Deputy Director in their absence. Therefore, the Human Resources Department recommends creating a new Assistant Deputy Director Social Services classification.

To establish a salary for this new classification, the Human Resources Department completed a base wage compensation study of our ten (10) market comparable agencies; however, not enough matches were found. Only two (2) matches were found in the Counties of Contra Costa and Santa Cruz. The County Compensation Philosophy requires a minimum of three (3) benchmark classification matches with comparable agencies to provide sufficient data for analyzing and determining a base wage comparison. The County Compensation Philosophy further states that in the absence of sufficient external data comparisons, the County will use internal comparisons to set base wages for classifications. The internal comparison analysis of the duties, scope of work, complexity, and consequence of error did not yield any similarly situated classifications in the County of Monterey. Therefore, it is recommended to set the salary between that of the Deputy Director Social Services and the Program Manager II salary ranges. This will result in approximately a 15% spread between the higher level classification of Deputy Director Social Services and approximately a 15% spread

between the lower level classification of Program Manager II.

In accordance with the County's Compensation Philosophy, the County of Monterey is committed to providing its employees with competitive compensation in order to attract and retain the highest quality employees to serve the community. Therefore, the Human Resources Department recommends that the Board of Supervisors support the recommended actions to ensure that the future incumbent is compensated commensurate to their position. Therefore, it is recommended that the salary of this new classification be set at approximately $13,347 per month at top step.

OTHER AGENCY INVOLVEMENT:
The Department of Social Services has reviewed and concurs with the recommendation.

FINANCING:
There is no impact to the County General Fund by creating this classification at this time. The Department of Social Services plans to request an allocation through the fiscal year 2024-25 budget process.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared By: Laura Carucci, Associate Personnel Analyst
Approved By: Andreas Pyper, Director of Human Resources

Attachment:
Attachment A
Resolution

DocuSign Envelope ID: 81B36EAB-AA5F-47E8-BC01-32ADD6554845

Introduced: 12/19/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

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DocuSign Envelope ID: 81B36EAB-AA5F-47E8-BC01-32ADD6554845

between the lower level classification of Program Manager II.

In accordance with the County's Compensation Philosophy, the County of Monterey is committed to providing its employees with competitive compensation in order to attract and retain the highest quality employees to serve the community. Therefore, the Human Resources Department recommends that the Board of Supervisors support the recommended actions to ensure that the future incumbent is compensated commensurate to their position. Therefore, it is recommended that the salary of this new classification be set at approximately $13,347 per month at top step.

OTHER AGENCY INVOLVEMENT:
The Department of Social Services has reviewed and concurs with the recommendation.

FINANCING:
There is no impact to the County General Fund by creating this classification at this time. The Department of Social Services plans to request an allocation through the fiscal year 2024-25 budget process.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared By: Laura Carucci, Associate Personnel Analyst
Approved By: Andreas Pyper, Director of Human Resources

DocuSigned by:
Laura Carucci
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DocuSigned by:
Andreas Pyper
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Attachment:
Attachment A
Resolution

Create New Classification of Assistant Deputy Director Social Services

Classification Title: **Assistant Deputy Director Social Services**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$56.379	$59.480	$62.751	$66.202	$69.843	$73.335	$77.002						
$4,510.33	$4,758.39	$5,020.08	$5,296.17	$5,587.45	$5,866.82	$6,160.16	60I03	02	OA	8810	ZX	E
$9,772	$10,310	$10,877	$11,475	$12,106	$12,711	$13,347						

Provided for information purposes only

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

Resolution No.: PPPR Control No. 24-005)
HRM Control No. 24-005)
Adopts a Resolution to:)
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classification of Assistant Deputy Director Social Services with the salary range as indicated in Attachment A effective January 13, 2024;)
b. Direct the County Administrative Office, Auditor-Controller, and Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.)

WHEREAS, the Department of Social Services requested the Human Resources Department study the department's organizational structure; and

WHEREAS, the Human Resources Department determined that the organizational study found that the creation of an additional layer of management-level staff will best meet the operational needs of the organization and recommend creating a new classification of Assistant Deputy Director Social Services; and

WHEREAS, to implement the recommendations, the action requires the Personnel Policies and Practices Resolution No. 98-394 Appendices A and B to be amended;

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

1. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B are amended to create the classification of Assistant Deputy Director Social Services with the salary range as indicated below effective January 13, 2024:

Classification Title: **Assistant Deputy Director Social Services**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$56.379	$59.480	$62.751	$66.202	$69.843	$73.335	$77.002						
$4,510.33	$4,758.39	$5,020.08	$5,296.17	$5,587.45	$5,866.82	$6,160.16	60I03	02	OA	8810	ZX	E
$9,772	$10,310	$10,877	$11,475	$12,106	$12,711	$13,347						

Provided for information purposes only

2. The County Administrative Office, Auditor-Controller, and Human Resources Department are directed to implement the changes in the Advantage Human Resources Management (HRM) System.

PASSED AND ADOPTED on 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 _____.

Dated:

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

By _____
, Deputy

Introduced: 12/19/2023
Version: 1

Current Status: Passed
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to correct the base wage salary range of the Auditor-Controller Analyst I-II classification series as indicated in Attachment A, effective December 2, 2023;
b. Direct the County Administrative Office, Auditor-Controller, and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to correct the base wage salary range of the Auditor-Controller Analyst I-II classification series as indicated in Attachment A, effective December 2, 2023;
d. Direct the County Administrative Office, Auditor-Controller, and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

SUMMARY/DISCUSSION:
The Human Resources Department completed a base wage compensation study on the Auditor-Controller Analyst classification series.

The adjustment to the base wage salary was originally brought to the Board of Supervisors for review and consideration on November 28, 2023, with an effective date of December 2, 2023. However, it was brought to the Human Resources Department's attention that the base wage salary range tables were incorrect. Therefore, we are bringing this item back before the Board of Supervisors for consideration to approve the correct base wage salary range tables with the same effective date of December 2, 2023.

FINANCING:
The financing was presented to the Board of Supervisors in the original report on November 28, 2023.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey

County.

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

Prepared by: Wendell Sells, Management Analyst III
Approved by: Andreas Pyper, Director of Human Resources

Attachment:
Attachment A
Resolution

DocuSign Envelope ID: 83658B6F-476B-453E-84D5-0777F3FF014C

County of Monterey

Board Report

Legistar File Number: RES 23-245

Item No.

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

January 09, 2024

Introduced: 12/19/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to correct the base wage salary range of the Auditor-Controller Analyst I-II classification series as indicated in Attachment A, effective December 2, 2023;
b. Direct the County Administrative Office, Auditor-Controller, and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to correct the base wage salary range of the Auditor-Controller Analyst I-II classification series as indicated in Attachment A, effective December 2, 2023;
d. Direct the County Administrative Office, Auditor-Controller, and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

SUMMARY/DISCUSSION:
The Human Resources Department completed a base wage compensation study on the Auditor-Controller Analyst classification series.

The adjustment to the base wage salary was originally brought to the Board of Supervisors for review and consideration on November 28, 2023, with an effective date of December 2, 2023. However, it was brought to the Human Resources Department's attention that the base wage salary range tables were incorrect. Therefore, we are bringing this item back before the Board of Supervisors for consideration to approve the correct base wage salary range tables with the same effective date of December 2, 2023.

FINANCING:
The financing was presented to the Board of Supervisors in the original report on November 28, 2023.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey

DocuSign Envelope ID: 83658B6F-476B-453E-84D5-0777F3FF014C

County.

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

Prepared by: Wendell Sells, Management Analyst III
Approved by: Andreas Pyper, Director of Human Resources

DocuSigned by:
Wendell Sells
8449BE4EF21143B...
DocuSigned by:
Andreas Pyper
3D3E9642CCB9490...

Attachment:
Attachment A
Resolution

ATTACHMENT A

Correct the base wage salary range of the Auditor-Controller Analyst I-II classification series as indicated below:

Classification Title: **Auditor-Controller Analyst I**							Class Code	WG *	EEO Cat*	W/C *	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$48.792	$51.476	$54.307	$57.293	$60.444	$63.467	$66.640						
$3,903.39	$4,118.06	$4,344.54	$4,583.48	$4,835.56	$5,077.33	$5,331.20	20B24	03	P	8810	X	E
$8,457	$8,922	$9,413	$9,931	$10,477	$11,001	$11,551						

*Provided for information purposes only.

Classification Title: **Auditor-Controller Analyst II**							Class Code	WG *	EEO Cat*	W/C *	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$53.020	$55.936	$59.012	$62.258	$65.682	$68.966	$72.414						
$4,241.59	$4,474.87	$4,720.97	$4,980.61	$5,254.53	$5,517.26	$5,793.12	20B25	03	P	8810	X	E
$9,190	$9,696	$10,229	$10,791	$11,385	$11,954	$12,552						

*Provided for information purposes only.

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

Resolution No.: PPPR Control No. 24-007)
HRM Control No. 24-007)
Adopts a Resolution to:)
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to correct the base wage salary range of the Auditor-Controller Analyst I-II classification series as indicated below, effective December 2, 2023;)
b. Direct the County Administrative Office, Auditor-Controller, and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.)

WHEREAS, the Human Resources Department conducted a base wage compensation study of the Auditor-Controller Analyst classification series and brought forward to the Board of Supervisors a recommendation for an adjustment to the base wage salary on November 28, 2023; and

WHEREAS, it was brought to the Human Resources Department's attention that the base wage salary range tables were incorrect; and

WHEREAS, the Human Resources Department recommends the Board of Supervisors consider approving the corrected base wage salary range tables with the same effective date of December 2, 2023; and

WHEREAS, to implement the recommendations, the action requires the Personnel Policies and Practices Resolution No. 98-394 Appendix A to be amended;

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

1. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A is amended to correct the salary range of the Auditor-Controller Analyst I-II classification series as indicated below, effective December 2, 2023:

Classification Title: **Auditor-Controller Analyst I**							Class Code	WG *	EEO Cat*	W/C *	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$48.792	$51.476	$54.307	$57.293	$60.444	$63.467	$66.640						
$3,903.39	$4,118.06	$4,344.54	$4,583.48	$4,835.56	$5,077.33	$5,331.20	20B24	03	P	8810	X	E
$8,457	$8,922	$9,413	$9,931	$10,477	$11,001	$11,551						

*Provided for information purposes only.

Classification Title: **Auditor-Controller Analyst II**							Class Code	WG *	EEO Cat*	W/C *	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$53.020	$55.936	$59.012	$62.258	$65.682	$68.966	$72.414						
$4,241.59	$4,474.87	$4,720.97	$4,980.61	$5,254.53	$5,517.26	$5,793.12	20B25	03	P	8810	X	E
$9,190	$9,696	$10,229	$10,791	$11,385	$11,954	$12,552						

*Provided for information purposes only.

2. The Human Resources Department, County Administrative Office, and Auditor-Controller's Office are directed to implement the changes in the Advantage Human Resources Management (HRM) system.

PASSED AND ADOPTED on 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 _____.

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 24-001

Item No.58

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

January 09, 2024

Introduced: 1/2/2024
Version: 1

Current Status: Passed
Matter Type: BoS Resolution

Adopt a resolution in support of Measure N, the Pajaro Valley Health Care District Bond, on the March 2024 ballot.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution in support of Measure N, the Pajaro Valley Health Care District Bond, on the March 2024 ballot.

SUMMARY:
Measure N, the Pajaro Valley Health Care District Bond, will appear on the March 5, 2024 ballot. If passed, Measure N will raise $116 million to renovate, modernize, and expand healthcare services and equipment at Watsonville Community Hospital and continue to improve healthcare access and equity throughout the Pajaro Valley, southern Santa Cruz County, northern Monterey County and the Central Coast. If Measure N fails, Watsonville Community Hospital's long-term sustainability is uncertain. Closure of Watsonville Community Hospital would likely cause the collapse of Santa Cruz County's healthcare system, adversely impact Monterey County's healthcare system, and have negative impacts on thousands of central coast residents, businesses, and institutions. All funds raised through Measure N can only be invested into the physical improvement and expansion of Watsonville Community Hospital and will have several layers of community oversight to ensure that they are being spent as intended.
The County of Monterey Board of Supervisors is committed to the health and well-being of our region's healthcare systems and has played a key role in returning Watsonville Community Hospital back to local, community ownership to preserve healthcare access and promote health equity.

DISCUSSION:
In 2022, Watsonville Community Hospital, which has served the community since 1895, nearly closed following a bankruptcy proceeding brought by the previous for-profit hospital owners. With the help of the State, our County, local leaders, and the community. The Pajaro Valley Health Care District assumed ownership of the hospital in September 2022 and is implementing a turnaround plan to put the hospital on a path toward financial sustainability. Recently, the district adopted a balanced budget for the upcoming year.
However, more remains to be done to ensure our community has access to affordable, high-quality healthcare. Watsonville Community Hospital needs assistance to upgrade and renovate facilities, improve emergency room services, and continue to improve the financial health of the hospital and the wellness of our neighbors.

The Pajaro Valley Health Care District placed Measure N on the March 5, 2024 ballot. Measure N would generate $116 million in bonds at a rate of $24 per $100,000 of annual assessed (not market) value, or approximately $2 a month. The funds would be used to:

- Expand and renovate the emergency room, increasing the number of beds from 12 to 22, to provide better emergency care and shorter wait times.
- Upgrade imaging systems including X-rays, MRI, and CT scanners.
- Purchase the hospital property, ensuring local control and saving $3 million a year in rent payments, which could then be used to support nurses, doctors, and better healthcare.
- Repair, replace, or upgrade aging and deteriorated roofs, writing, plumbing, heating, ventilation, and air conditioning systems.
- Modernize the hospital to provide additional local healthcare services.

Measure N is a proactive step toward fortifying Watsonville Community Hospital that supports the community's long-held vision of building a thriving local healthcare provider whose influence on our community's wellness extends far beyond the walls of the facility and can address various health inequities in South Santa Cruz County and North Monterey County and improve health outcomes. Measure N would equip the hospital to meet the evolving needs of our growing and aging population and fortify the Pajaro Valley Health Care District's standing as a transformative and dynamic public entity that can positively impact the region.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office prepared this report. Information was obtained from the Santa Cruz County Elections Department, Monterey County Elections Department, and the County of Santa Cruz.

FINANCING:
Approval of this recommendation will have no impact on the general fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Annette D'Adamo, Legislative Coordinator (MAIII)
Approved by: Nicholas E. Chiulos, Chief Assistant CAO

Attachments:
Resolution

DocuSign Envelope ID: 3ED61682-F8BB-4D02-B616-5E0E54D0101C

Introduced: 1/2/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

a. Adopt a resolution in support of Measure N, the Pajaro Valley Health Care District Bond, on the March 2024 ballot.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution in support of Measure N, the Pajaro Valley Health Care District Bond, on the March 2024 ballot.

SUMMARY:
Measure N, the Pajaro Valley Health Care District Bond, will appear on the March 5, 2024 ballot. If passed, Measure N will raise $116 million to renovate, modernize, and expand healthcare services and equipment at Watsonville Community Hospital and continue to improve healthcare access and equity throughout the Pajaro Valley, southern Santa Cruz County, northern Monterey County and the Central Coast. If Measure N fails, Watsonville Community Hospital's long-term sustainability is uncertain. Closure of Watsonville Community Hospital would likely cause the collapse of Santa Cruz County's healthcare system, adversely impact Monterey County's healthcare system, and have negative impacts on thousands of central coast residents, businesses, and institutions. All funds raised through Measure N can only be invested into the physical improvement and expansion of Watsonville Community Hospital and will have several layers of community oversight to ensure that they are being spent as intended. The County of Monterey Board of Supervisors is committed to the health and well-being of our region's healthcare systems and has played a key role in returning Watsonville Community Hospital back to local, community ownership to preserve healthcare access and promote health equity.

DISCUSSION:
In 2022, Watsonville Community Hospital, which has served the community since 1895, nearly closed following a bankruptcy proceeding brought by the previous for-profit hospital owners. With the help of the State, our County, local leaders, and the community. The Pajaro Valley Health Care District assumed ownership of the hospital in September 2022 and is implementing a turnaround plan to put the hospital on a path toward financial sustainability. Recently, the district adopted a balanced budget for the upcoming year.
However, more remains to be done to ensure our community has access to affordable, high-quality healthcare. Watsonville Community Hospital needs assistance to upgrade and renovate facilities, improve emergency room services, and continue to improve the financial health of the hospital and the wellness of our neighbors.
The Pajaro Valley Health Care District placed Measure N on the March 5, 2024 ballot.

DocuSign Envelope ID: 3ED61682-F8BB-4D02-B616-5E0E54D0101C

Measure N would generate $116 million in bonds at a rate of $24 per $100,000 of annual assessed (not market) value, or approximately $2 a month. The funds would be used to:

- Expand and renovate the emergency room, increasing the number of beds from 12 to 22, to provide better emergency care and shorter wait times.
- Upgrade imaging systems including X-rays, MRI, and CT scanners.
- Purchase the hospital property, ensuring local control and saving $3 million a year in rent payments, which could then be used to support nurses, doctors, and better healthcare.
- Repair, replace, or upgrade aging and deteriorated roofs, writing, plumbing, heating, ventilation, and air conditioning systems.
- Modernize the hospital to provide additional local healthcare services.

Measure N is a proactive step toward fortifying Watsonville Community Hospital that supports the community's long-held vision of building a thriving local healthcare provider whose influence on our community's wellness extends far beyond the walls of the facility and can address various health inequities in South Santa Cruz County and North Monterey County and improve health outcomes. Measure N would equip the hospital to meet the evolving needs of our growing and aging population and fortify the Pajaro Valley Health Care District's standing as a transformative and dynamic public entity that can positively impact the region.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office prepared this report. Information was obtained from the Santa Cruz County Elections Department, Monterey County Elections Department, and the County of Santa Cruz.

FINANCING:
Approval of this recommendation will have no impact on the general fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Annette D'Adamo, Legislative Coordinator (MAIII)
Approved by: Nicholas E. Chiulos, Chief Assistant CAO

DocuSigned by:
Nick Chiulos
910D1286CA694A8...

Attachments:
Resolution

DocuSign Envelope ID: 3ED61682-F8BB-4D02-B616-5E0E54D0101C

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

Resolution No.:
Adopt a Resolution in support of Measure N, the Pajaro Valley Health Care District Bond, to appear on the March 5, 2024 ballot.

WHEREAS, the County of Monterey is committed to the health and well-being of the Pajaro Valley and our region's healthcare systems; and

WHEREAS, safe, affordable accessible, and quality local healthcare is required for the health and well-being of the Pajaro Valley; and

WHEREAS, our dedicated and trusted local doctors, nurses, and healthcare professionals are in dire need of modern equipment and tools to care for our community; and

WHEREAS, regaining local control of the Watsonville Community Hospital grounds would ensure the Pajaro Valley has a community-owned asset for decades to come; and

WHEREAS, the County of Monterey supports the following important investments in the future of Watsonville Community Hospital and quality local healthcare:

1. Expanding and renovating its emergency room, nearly doubling its size, to provide better emergency care and meet the growing needs of our community:

2. Upgrading its imaging systems including X-rays, MRI, and CT scanners;

3. Purchasing the hospital property to save $3 million per year in rent payments, which could then be used for doctors, nurses and enhancing healthcare services;

4. Repairing or replacing several aged hospital building systems, such as plumbing, heating, ventilation, and air conditioning systems, and replacing the aging roof;

5. Modernizing the hospital facilities to provide additional services, so patients don't have to travel to other hospitals to get the care they need.

NOW, THEREFORE BE IT RESOLVED that the County of Monterey Board of Supervisors hereby supports Measure N, the Pajaro Valley Health Care District Bond, on the March 5, 2024 Ballot, and make it publicly known.

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

Introduced: 1/3/2024
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

Approve and authorize the County Administrative Officer or her designee to execute a Memorandum of Agreement between the County of Monterey and the Community Hospital of the Monterey Peninsula, Inc. (“CHOMP”), for the purpose of demonstrating CHOMP’s eligibility to participate in the federal drug discount 340B Program and pursuant to which CHOMP commits to provide health care services to low-income individuals who are not entitled to Medicare or Medi-Cal benefits at no reimbursement or considerably less than full reimbursement from these patients, for a term retroactive to January 1, 2024 until terminated by either Party upon not less than sixty (60) days prior written notice.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the County Administrative Officer or her designee to execute a Memorandum of Agreement between the County of Monterey and the Community Hospital of the Monterey Peninsula, Inc. (“CHOMP”), for the purpose of demonstrating CHOMP’s eligibility to participate in the federal drug discount 340B Program and pursuant to which CHOMP commits to provide health care services to low-income individuals who are not entitled to Medicare or Medi-Cal benefits at no reimbursement or considerably less than full reimbursement from these patients, for a term retroactive to January 1, 2024 until terminated by either Party upon not less than sixty (60) days prior written notice.

SUMMARY

Community Hospital of the Monterey Peninsula, Inc. is a California nonprofit public benefit corporation ("CHOMP") that provides a disproportionate share of healthcare services to the Medicare/Medi-Cal population in addition to supporting many programs that benefit the indigent, uninsured, or underinsured population in Monterey County, California.
Section 340B of the Public Health Services Act, enacted in 1992, entitles certain safety-net hospitals and clinics, referred to as “covered entities,” to purchase outpatient drugs at discounted prices from drug manufacturers. Companion legislation that amended Section 1927 of the Social Security Act requires drug manufacturers to enter into a Pharmaceutical Pricing Agreement (PPA) with the U.S. Department of Health & Human Services (HHS) to provide outpatient drugs at or below a statutorily defined ceiling price as a condition of the manufacturers’ drugs being reimbursable under the Medicaid

program and Medicare Part B.
Together, these two pieces of legislation launched a federal program known today as the "340B program." The 340B program is administered by the Office of Pharmacy Affairs (OPA), which is a division of the Health Resources and Services Administration (HRSA) of HHS. The intent of the 340B program is to allow covered entities serving vulnerable populations to stretch scarce federal resources as far as possible, reaching more eligible patients and providing more comprehensive care.

DISCUSSION
CHOMP desires to participate in the drug discount program established under the "340B Program. In order to participate in the 340B Program, CHOMP, as a private, nonprofit hospital, must enter into an agreement with a state or local government pursuant to which CHOMP commits to provide health care services to low-income individuals who are not entitled to Medicare or Medi-Cal benefits at no reimbursement or considerably less than full reimbursement from these patients. A written contract must exist between the hospital and state or local government to demonstrate the hospital's eligibility for the 340B Program. The written contract must be current, signed by authorized representatives of the hospital and the state or local government, and specify the hospital's obligation to provide health care services to low-income individuals.
During the term of the proposed Memorandum of Agreement, CHOMP agrees to continue its historical commitment to the provision of health care to indigent, uninsured, and underinsured residents of Monterey County, California. In 2022, this commitment totaled $8,470,000.00 of charity care provided to uninsured patients. In 2023, this commitment totaled over $11,133,000. Pursuant to this commitment, it is CHOMP's intention to provide a minimum of $10,000,000 of charity care each year. CHOMP further assures that all patients will receive necessary care, as required by law, in its Emergency Departments, regardless of ability to pay. Under the terms of the proposed Memorandum of Agreement, the County agrees to accept CHOMP's commitments on behalf of the citizens of Monterey County, California.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
There is no cost associated with this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared By: Claudia Escalante, Executive Assistant to CAO
Approved by: Sonia M. De La Rosa, County Administrative Officer

Attachment:
Board Report
Agreement

DocuSign Envelope ID: 238B10DF-675E-408A-B59A-3F1D738ABE67

County of Monterey

Board Report

Legistar File Number: A 24-002

Item No.

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

January 09, 2024

Introduced: 1/3/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the County Administrative Officer or her designee to execute a Memorandum of Agreement between the County of Monterey and the Community Hospital of the Monterey Peninsula, Inc. (“CHOMP”), for the purpose of demonstrating CHOMP’s eligibility to participate in the federal drug discount 340B Program and pursuant to which CHOMP commits to provide health care services to low-income individuals who are not entitled to Medicare or Medi-Cal benefits at no reimbursement or considerably less than full reimbursement from these patients, for a term retroactive to January 1, 2024 until terminated by either Party upon not less than sixty (60) days prior written notice.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the County Administrative Officer or her designee to execute a Memorandum of Agreement between the County of Monterey and the Community Hospital of the Monterey Peninsula, Inc. (“CHOMP”), for the purpose of demonstrating CHOMP’s eligibility to participate in the federal drug discount 340B Program and pursuant to which CHOMP commits to provide health care services to low-income individuals who are not entitled to Medicare or Medi-Cal benefits at no reimbursement or considerably less than full reimbursement from these patients, for a term retroactive to January 1, 2024 until terminated by either Party upon not less than sixty (60) days prior written notice.

SUMMARY

Community Hospital of the Monterey Peninsula, Inc. is a California nonprofit public benefit corporation ("CHOMP") that provides a disproportionate share of healthcare services to the Medicare/Medi-Cal population in addition to supporting many programs that benefit the indigent, uninsured, or underinsured population in Monterey County, California.
Section 340B of the Public Health Services Act, enacted in 1992, entitles certain safety-net hospitals and clinics, referred to as “covered entities,” to purchase outpatient drugs at discounted prices from drug manufacturers. Companion legislation that amended Section 1927 of the Social Security Act requires drug manufacturers to enter into a Pharmaceutical Pricing Agreement (PPA) with the U.S. Department of Health & Human Services (HHS) to provide outpatient drugs at or below a statutorily defined ceiling price as a condition of the manufacturers’ drugs being reimbursable under the Medicaid

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program and Medicare Part B.
Together, these two pieces of legislation launched a federal program known today as the "340B program." The 340B program is administered by the Office of Pharmacy Affairs (OPA), which is a division of the Health Resources and Services Administration (HRSA) of HHS. The intent of the 340B program is to allow covered entities serving vulnerable populations to stretch scarce federal resources as far as possible, reaching more eligible patients and providing more comprehensive care.

DISCUSSION
CHOMP desires to participate in the drug discount program established under the "340B Program. In order to participate in the 340B Program, CHOMP, as a private, nonprofit hospital, must enter into an agreement with a state or local government pursuant to which CHOMP commits to provide health care services to low-income individuals who are not entitled to Medicare or Medi-Cal benefits at no reimbursement or considerably less than full reimbursement from these patients. A written contract must exist between the hospital and state or local government to demonstrate the hospital's eligibility for the 340B Program. The written contract must be current, signed by authorized representatives of the hospital and the state or local government, and specify the hospital's obligation to provide health care services to low-income individuals.
During the term of the proposed Memorandum of Agreement, CHOMP agrees to continue its historical commitment to the provision of health care to indigent, uninsured, and underinsured residents of Monterey County, California. In 2022, this commitment totaled $8,470,000.00 of charity care provided to uninsured patients. In 2023, this commitment totaled over $11,133,000. Pursuant to this commitment, it is CHOMP's intention to provide a minimum of $10,000,000 of charity care each year. CHOMP further assures that all patients will receive necessary care, as required by law, in its Emergency Departments, regardless of ability to pay. Under the terms of the proposed Memorandum of Agreement, the County agrees to accept CHOMP's commitments on behalf of the citizens of Monterey County, California.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
There is no cost associated with this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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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Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared By: Claudia Escalante, Executive Assistant to CAO
Approved by: Sonia M. De La Rosa, County Administrative Officer

DocuSigned by:
9353DBA6C4ED434...

Attachment:
Board Report
Agreement

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into this 1st day of January, 2024, by and between **Community Hospital of the Monterey Peninsula, Inc.,** a California nonprofit public benefit corporation organized and existing under the laws of the State of California ("Hospital") and the **County of Monterey,** a political subdivision of the State of California ("County"). Hospital and County are each at times referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Hospital is a California nonprofit hospital that provides a disproportionate share of healthcare services to the Medicare/Medi-Cal population in addition to supporting many programs that benefit the indigent, uninsured, or underinsured population in Monterey County, California.

WHEREAS, Hospital desires to participate in the drug discount program established under Section340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program, Hospital must enter into an agreement with a unit of the government pursuant to which Hospital commits to provide health care services to low income individuals who are not entitled to Medicare or Medi-Cal benefits at no reimbursement or considerably less than full reimbursement from these patients;

WHEREAS, Hospital desires to make such a formal commitment to County; and

WHEREAS, County agrees to accept such commitments on behalf of the citizens of Monterey County, California.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the Parties to this Agreement, as follows:

1. **Commitment of Hospital to Provide Indigent Care**. During the term of this Agreement, Hospital agrees to continue its historical commitment to the provision of health care to indigent, uninsured, and underinsured residents of Monterey County, California. In 2022, this commitment totaled $8,470,000.00 of charity careprovided to uninsured patients. To date, in 2023, this commitment has totaled $11,133,000.00. Pursuant to this commitment, it is the intention of Hospital that it will provide a minimum of $10,000,000.00 of charity care each year. In any event, Hospital shall assure that all patients will receive necessary care, as required by law, in its Emergency Departments, regardless of ability to pay.

2. **Acceptance and Acknowledgments of County.**

A. County accepts the commitment of Hospital set forth above; and

B. County acknowledges that the healthcare services provided by Hospital are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan pursuant to Title XIX of the Social Security Act.

3. **Representations of Hospital.** Hospital represents that as of the date hereof:

A. Hospital constitutes a corporation duly organized and existing in good standing under the laws of the State of California with the corporate power and authority to enter into and perform its obligations under this Agreement;

B. Hospital is a tax-exempt corporation of under Section 50l(C)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of theState of California; and

C. Hospital acknowledges that this Agreement in no way obligates County to reimburse Hospital for health care services rendered in its facilities, including any physician services, to any indigent, uninsured, and underinsured residents.

4. **Term and Termination.** The term of this Agreement shall commence on the date first above written and shall continue until terminated by either Party upon not less than sixty (60) days prior written noticeto the other.

5. **Notice.** All notices required or permitted to be given under this Agreement shall be deemedgiven when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

To County: County of Monterey – County Administrative Office
168 West Alisal Street, 3rd Floor
Salinas, CA 93901
Attn: County Administration Officer

To Hospital: Community Hospital of the Monterey Peninsula
23625 Holman Hwy
Monterey, CA 93940-5902
Attn: Vice President & CFO

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excepting any conflict of law provisions that would serve to defeat application of California substantive law.

Signature Page to Follow

IN WITNESS WHEREOF, Community Hospital of the Monterey Peninsula, by its duly authorized representative, and Monterey County, California, by its duly authorized representative, have executed this Memorandum of Agreement effective as of the date of the last signature below.

Community Hospital of the Monterey Peninsula

By:_____
Matt Morgan, VP & CFO

Date: 01/03/2024

Monterey County, California

By:_____
Sonia De La Rosa, CAO

Date:_____

Introduced: 12/14/2023
Version: 1

Current Status: Passed
Matter Type: BoS Resolution

a. Adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $4,500,000, financed by grant revenues from the California Interagency Council on Homelessness (4/5th vote required).
b. Authorize the County Administrative Officer or designee, to execute non-standard service agreements, as necessary, and upon approval by the Board of Supervisors, to effectuate the purchase of modular units to operate a low-barrier non-congregate shelter in Watsonville, California in partnership with Santa Cruz County, in an amount not to exceed the grant award of $7,986,354.

RECOMMENDATION

a. Adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $4,500,000, financed by grant revenues from the California Interagency Council on Homelessness (4/5th vote required).
b. Authorize the County Administrative Officer or designee, to execute non-standard service agreements, as necessary, and upon approval by the Board of Supervisors, to effectuate the purchase of modular units to operate a low-barrier non-congregate shelter in Watsonville, California in partnership with Santa Cruz County, in an amount not to exceed the grant award of $7,986,354.

SUMMARY/DISCUSSION

Under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established 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 wellness and safety of people experiencing homelessness in encampments, including their immediate physical and mental wellness and safety needs arising from unsheltered homelessness and their longer-term needs addressed through a path to safe and stable housing.
- Provide encampment resolution grants to local jurisdictions and CoCs to support innovative and replicable efforts to resolve critical encampment concerns and to support individuals to

access safe and stable housing, using the Housing First approach.

- Encourage a data-informed, coordinated approach to address unsheltered homelessness at encampments by establishing, through the encampment resolution grants, effective, scalable, and replicable demonstration projects.

On February 14, 2023, the County of Monterey Board of Supervisors approved the submission of the ERF proposal in the amount of $7,986,354.26 and authorized the County Administrative Officer or designee to execute necessary documents to accept the funds, if awarded (Attachment A). On June 14, 2023, the County of Monterey was provided notice of the ERF award for the total amount requested and the executed agreement with the State was finalized on August 7, 2023 (Attachment B). The funds were received by the County on September 8, 2023.

In preparation for the receipt of the award, the Counties of Monterey and Santa Cruz partnered on an Encampment Resolution Funding project proposal to serve people living along the Pajaro River. This collaborative proposal includes the development of 34 modular units, dining room, outdoor seating area, offices, showers, and restrooms, 2 years of operations, and 5% administrative costs for the County of Monterey. This project will be located at Westview Presbyterian Church, 118 1st St, Watsonville, CA 95076. The modular units will be purchased by the County of Monterey from Dignity Moves, a private company, and transferred for a nominal fee to the County of Santa Cruz at the conclusion of the grant period in 2026.

Santa Cruz and Monterey Counties will partner to operate the shelter, and contract with a private service provider to operate the facility. Roles and responsibilities of both counties will be substantiated via Memorandum of Understanding (MOU).

OTHER AGENCY INVOLVEMENT:
The County of Monterey will enter into an MOU with the County of Santa Cruz to establish and operate a low barrier navigation center program at 118 1st St., Watsonville, CA 95076. Additional collaboration may involve the Pajaro Flood Management Agency, CSUMB's Community Health Engagement, and the Sheriff's Office to determine eligibility and process referrals. The office of the County Counsel has reviewed and approved this report. On November 29, 2023, the Budget Committee provided it's support of the recommended actions.

FINANCING
The increase of appropriations by $4,500,000 to the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) is fully financed by the California Interagency Council on Homelessness (CAL ICH) and will include 5% administrative fees. The remaining grant funds will be fully expended no later than June 30, 2026. Upon conclusion of the Encampment Resolution Funding grant period, the County of Santa Cruz will work with the service provider to identify ongoing sustainable funds. The estimated budget for the ERF award is provided in the estimated cost analysis (Attachment C).

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
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

Attachments:
Resolution
Attachment A - Completed Board Order No. 23-143
Attachment B - Executed Agreement with the State of California
Attachment C - Estimated Cost Analysis

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Introduced: 12/14/2023 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Resolution

a. Adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $4,500,000, financed by grant revenues from the California Interagency Council on Homelessness (4/5th vote required).
b. Authorize the County Administrative Officer or designee, to execute non-standard service agreements, as necessary, and upon approval by the Board of Supervisors, to effectuate the purchase of modular units to operate a low-barrier non-congregate shelter in Watsonville, California in partnership with Santa Cruz County, in an amount not to exceed the grant award of $7,986,354.

RECOMMENDATION

a. Adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $4,500,000, financed by grant revenues from the California Interagency Council on Homelessness (4/5th vote required).
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SUMMARY/DISCUSSION

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- Assist local jurisdictions in ensuring the wellness and safety of people experiencing homelessness in encampments, including their immediate physical and mental wellness and safety needs arising from unsheltered homelessness and their longer-term needs addressed through a path to safe and stable housing.
- Provide encampment resolution grants to local jurisdictions and CoCs to support

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innovative and replicable efforts to resolve critical encampment concerns and to support individuals to access safe and stable housing, using the Housing First approach.

- Encourage a data-informed, coordinated approach to address unsheltered homelessness at encampments by establishing, through the encampment resolution grants, effective, scalable, and replicable demonstration projects.

On February 14, 2023, the County of Monterey Board of Supervisors approved the submission of the ERF proposal in the amount of $7,986,354.26 and authorized the County Administrative Officer or designee to execute necessary documents to accept the funds, if awarded (Attachment A). On June 14, 2023, the County of Monterey was provided notice of the ERF award for the total amount requested and the executed agreement with the State was finalized on August 7, 2023 (Attachment B). The funds were received by the County on September 8, 2023.

In preparation for the receipt of the award, the Counties of Monterey and Santa Cruz partnered on an Encampment Resolution Funding project proposal to serve people living along the Pajaro River. This collaborative proposal includes the development of 34 modular units, dining room, outdoor seating area, offices, showers, and restrooms, 2 years of operations, and 5% administrative costs for the County of Monterey. This project will be located at Westview Presbyterian Church, 118 1st St, Watsonville, CA 95076. The modular units will be purchased by the County of Monterey from Dignity Moves, a private company, and transferred for a nominal fee to the County of Santa Cruz at the conclusion of the grant period in 2026.

Santa Cruz and Monterey Counties will partner to operate the shelter, and contract with a private service provider to operate the facility. Roles and responsibilities of both counties will be substantiated via Memorandum of Understanding (MOU).

OTHER AGENCY INVOLVEMENT:
The County of Monterey will enter into an MOU with the County of Santa Cruz to establish and operate a low barrier navigation center program at 118 1st St., Watsonville, CA 95076. Additional collaboration may involve the Pajaro Flood Management Agency, CSUMB's Community Health Engagement, and the Sheriff's Office to determine eligibility and process referrals. The office of the County Counsel has reviewed and approved this report. On November 29, 2023, the Budget Committee provided it's support of the recommended actions.

FINANCING
The increase of appropriations by $4,500,000 to the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) is fully financed by the California Interagency Council on Homelessness (CAL ICH) and will include 5% administrative fees. The remaining grant funds will be fully expended no later than June 30, 2026. Upon conclusion of the Encampment Resolution Funding grant period, the County of Santa Cruz will work with the service provider to identify ongoing sustainable funds. The estimated budget for the ERF award is provided in the estimated cost analysis (Attachment C).

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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
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

DocuSigned by:
Deborah Paolinelli
DFCFE819B75E478...

Attachments:
Resolution
Attachment A - Completed Board Order No. 23-143
Attachment B - Executed Agreement with the State of California
Attachment C - Estimated Cost Analysis

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

Resolution No.:

Adopt a Resolution to:

a. Authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $4,500,000, financed by grant revenues from the California Interagency Council on Homelessness (4/5th vote required).

b. Authorize the County Administrative Officer or designee, to execute non-standard service agreements, as necessary, and upon approval by the Board of Supervisors, to effectuate the purchase of modular units to operate a low-barrier non-congregate shelter in Watsonville, California in partnership with Santa Cruz County, in an amount not to exceed the grant award of $7,986,354.

RECITALS:

WHEREAS, under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established 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 wellness and safety of people experiencing homelessness in encampments, including their immediate physical and mental wellness and safety needs arising from unsheltered homelessness and their longer-term needs addressed through a path to safe and stable housing.
- Provide encampment resolution grants to local jurisdictions and CoCs to support innovative and replicable efforts to resolve critical encampment concerns and to support individuals to access safe and stable housing, using the Housing First approach.
- Encourage a data-informed, coordinated approach to address unsheltered homelessness at encampments by establishing, through the encampment resolution grants, effective, scalable, and replicable demonstration projects.

WHEREAS, on February 14, 2023, the County of Monterey Board of Supervisors approved the submission of the ERF grant proposal in the amount of $7,986,354.26 and if awarded, authorized the County Administrative Officer or designee to execute necessary documents to accept the funds;

WHEREAS, the County was provided notice of the ERF award in the amount of $7,986,354.26 on June 14, 2023;

WHEREAS, an executed agreement between the State of California and the County of Monterey was received on August 7, 2023 and the funds were received by the County of Monterey on September 8, 2023;

WHEREAS, the County and Santa Cruz County partnered on the ERF grant project proposal to serve people living along the Pajaro River that will include the development of 34 modular units, dining room, outdoor seating area, offices, showers, and restrooms, 2 years of operations, and 5% administrative costs for the County located at Westview Presbyterian Church, 118 1st St., Watsonville, California 95076;

WHEREAS, the County and Santa Cruz County will partner to manage the shelter, and contract with a private service provider to operate the facility with the roles and responsibilities of both counties substantiated via Memorandum of Understanding (MOU);

WHEREAS, the estimated revenues of the grant are $7,986,354 over a two (2) year grant term ending on June 30, 2026:

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

a. Authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) - Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $4,500,000, financed by grant revenues from the from the California Interagency Council on Homelessness (4/5th vote required).

b. Authorize the County Administrative Officer or designee, to execute non-standard service agreements, as necessary, and upon approval by the Board of Supervisors, to effectuate the purchase of modular units to operate a low-barrier non-congregate shelter in Watsonville, California in partnership with Santa Cruz County, in an amount not to exceed the grant award of $7,986,354.

PASSED AND ADOPTED on 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 Minute Book _____, for the meeting on _____.

Dated:

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

By: _____
Deputy

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Glenn Church to:

a. Receive a presentation on the proposed project for the Encampment Resolution Funding (ERF) opportunity offered through the California Interagency Council on Homelessness;
b. Approve and authorize the County Administrative Office to submit an Encampment Resolution Funding grant application to assist with the housing of people living in the Pajaro River encampment; and,
c. Authorize the Assistant County Administrative Officer, or designee, to execute all necessary documents required to be awarded the Encampment Resolution Funding allocation.

PASSED AND ADOPTED on this 14th day of February 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Adams
NOES: None
ABSENT: Supervisor Root Askew
(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 14, 2023.

Dated: February 14, 2023
File ID: 23-143
Agenda Item No.: 15

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10009	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

County of Monterey

2. The term of this Agreement is:

START DATE

8/7/2023

THROUGH END DATE

3/31/2027

3. The maximum amount of this Agreement is:

$7 ,986,354.26 (Seven Million Nine Hundred Eighty Six Thousand Three Hundred Fifty Four Dollars and Twenty Six Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Authority, Purpose and Scope of Work	6
	Exhibit B	Budget Detail and Disbursement Provisions	4
	Exhibit C	State of California General Terms and Conditions	1
+ -	Exhibit D	General Terms and Conditions	10
+ -	Exhibit E	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Monterey

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
168 West Alisal, 3rd Floor	Salinas	CA	93901

PRINTED NAME OF PERSON SIGNING	TITLE
Nick Chiulos	Assistant County Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:
910D1286CA694A8...

DATE SIGNED

6/24/2023 | 3:58 PM PDT

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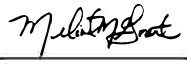
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10009	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
500 Capitol Mall, Suite 1850	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	Aug 7, 2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

DocuSign Envelope ID: 9E0AD9FC-D72C-4529-ACCC-840FB7A9D81A

Encampment Resolution Funding Program
Round 2, Rolling Disbursement (ERF-2-R)
Standard Agreement

EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK

1) Authority

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 2 of the ERF Program ("ERF-2-R"). For this Standard Agreement, ERF-2-R is synonymous with "ERF" or "Program"." and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care or a Local Jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability ("NOFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

As stated in the NOFA, the Program's objective is to 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. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in

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encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);

(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

Additional definitions for the purposes of ERF program:

“Grantee” is “a Continuum of Care or a Local Jurisdiction that receives grant funds from the Council for the purposes of the program. Grantee is synonymous with “Recipient.”

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"Subrecipients" or "Subgrantees" are entities that receive subawards from "Recipients" or "Grantees" to carry out part of the Program.

"Expended" means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Cal ICH" is synonymous with "Council".

4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in Exhibit A.2, the Program's objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.
Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using a Cal ICH provided budget template.

Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in Exhibit D.4. Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in Exhibit A.6. Effective Date, Term of Agreement, and Deadlines.

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Grantees shall complete a Final Work Product (As detailed below in Exhibit A.6.d.) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, Agency shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business, Consumer Services and Housing Agency	County of Monterey
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6th floor Sacramento, CA, 95814	168 West Alisal, 3rd Floor Salinas, CA 93901
CONTRACT COORDINATOR	Jeannie McKendry	Roxanne Wilson
PHONE NUMBER:	(916) 510-9446	(831) 755-5445
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	wilsonr@co.monterey.ca.us

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

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All requests to update the Grantee information listed within this Agreement shall be emailed to Cal ICH grant's general email box at calichgrants@bcsh.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to Cal ICH Contractor Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment, approved by DGS.

6) **Effective Date, Term of Agreement, and Deadlines**

a) This Agreement is effective upon execution by Cal ICH, which includes signature from the Grantee and Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.

b) 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 Grant 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.

c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.

d) This Agreement will terminate on March 31, 2027.

Grantees shall submit a Final Work Product by September 30, 2026. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH.

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2027.

Grantees are expected to continue performing until March 31, 2027. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

e) Expenditure and Obligation Deadlines:

i. Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2024.

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ii. Grantees that have not obligated 100 percent of their Program funds by June 30, 2024, shall submit an alternative disbursement plan to Cal ICH for approval no later than July 30, 2024. This alternative disbursement plan should detail the explanation for the delay and plans for all future obligations and expenditures.

iii. Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by Cal ICH.

iv. All Program funds (100 percent) shall be expended by June 30, 2026. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to ERF being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) **Disbursement of Funds**

ERF will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS), and the State Controller's Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The ERF will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

a) **Budget Changes**

i) Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. Cal ICH may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

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ii) Conditions requiring a budget modification request:

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must be approved by Cal ICH's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from Cal ICH as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in Exhibit D.6. Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

b) Eligible Uses

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Eligible uses and activities include, but are not limited to, the following:

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 facilitate 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

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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 Sheltering: Interim sheltering, 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.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

4) **Ineligible Costs**

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

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Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use ERF funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of Cal ICH, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT D
GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

a) **Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

b) **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit D.12. (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee submitted a standardized budget to Cal ICH as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any

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part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

i. Timing and Format of Reports.

Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

ii. Required Data

Grantees will be required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the Cal ICH approved, standardized budget; and
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is final.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research

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and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

iii. Cal ICH usage of Reports

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

iv. Failure to Report

If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) **Evaluation**

i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will contract a third party to complete the evaluation.

ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.

iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.

iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.

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v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.

vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) **Auditing**

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

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If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) **Breach and Remedies**

a) **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

i. Grantee's failure to comply with the terms or conditions of this Agreement.

ii. Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.

iii. Any failure to comply with the deadlines set forth in this Agreement.

b) **Remedies for Breach of Agreement**

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.

ii. Bar the Grantee from applying for future ERF funds;

iii. Revoke any other existing ERF award(s) to the Grantee;

iv. Require the return of any unexpended ERF funds disbursed under this Agreement;

v. Require repayment of ERF funds disbursed and expended under this Agreement;

vi. Require the immediate return to Cal ICH of all funds derived from the use of ERF

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vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will

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result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

a) Current State Employees: No State 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. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: 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. 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 twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

   i. The dangers of drug abuse in the workplace;

   ii. Grantee's policy of maintaining a drug-free workplace;

   iii. Any available counseling, rehabilitation, and employee assistance program; and

   iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

   i. Will receive a copy of Grantee's drug-free policy statement, and

   ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) **Child Support Compliance Act**

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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12) **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

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14) **Inspections**

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT E
SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.

2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - ERF specific funding sources and project codes in HMIS).

3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH. Grantee will report to Cal ICH on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.

5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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6) Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
California Interagency Council on Homelessness
500 Capitol Mall, Suite 1850
Sacramento, CA 95814
Phone: (916) 653-4090
Fax: (916) 653-3815

ENCAMPMENT RESOLUTION FUND (ERF-2-R)
REQUEST FOR FUNDS FORM

Contract Number	**23-ERF-2-R-10009**		
Invoice Number	**23-ERF-2-R-10009**	**Expenditure Deadline:**	**6/30/2026**
Grantee Name:	County of Monterey	**Contact Person:**	Roxanne Wilson
Attention to:		**Contact Person Title:**	Homeless Services Director
Address:	168 West Alisal, 3rd Floor	**E-mail:**	wilsonr@co.monterey.ca.us
City/State/Zip:	Salinas, CA 93901	**Phone No.:**	(831) 755-5445

ENCAMPMENT RESOLUTION FUNDING BREAKDOWN

AWARD

Per Health and Safety Code Section 50251 (a), a recipient may use encampment resolution funds for the purpose of ensuring the safety and wellness of people experiencing homelessness in encampments, resolving critical encampment concerns and transition individuals into safe and stable housing, and encouraging a data-informed, coordinated approach to address encampment concerns. Funds shall be spent on resolving the identified, prioritized encampment through activities including, but not limited to, all of the following:

- Rapid Rehousing
- Operating Subsidies
- Street Outreach
- Systems Support
- Delivery of Permanent Housing
- Prevention and Shelter Diversion
- Interim Sheltering
- Improvements to Existing Emergency Shelters
- Administration (up to 5%)

TOTAL: $7,986,354.26

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Nick Chiulos	Assistant County Administrative Officer
Name of Authorized Representative or Signatory	**Title of Authorized Representative or Signatory**
DocuSigned by: N. C. 910D128BCA804A8...	6/24/2023 | 3:58 PM PDT
Signature of Authorized Representative or Signatory	**Date**

BCSH USE ONLY

Jeannie McKendry	Grants Development Section Chief
Grant Management Representative Name	**Grant Management Representative Title**
Jeannie McKendry	7/28/23
Signature of Grant Management Representative	**Date**

Estimated Cost Analysis – FY 23/24 to FY 25/26				
ERF Grant Award Use Description	**FY 23/24**	**FY 24/25**	**FY 25/26**	**TOTALS**
Development of 34 low-barrier, non-congregate, interim housing units	$3,834,459	$0	$0	$3,834,459
Service Provider Personnel Costs* ($83,963.04/month)	$167,926	$1,007,557	$839,630	$2,015,113
Service Provider Non-Personnel Operation Costs* ($73,186.65/month)	$146,373	$878,240	$731,867	$1,756,480
Subtotal	$4,148,758	$1,885,796	$1,571,497	$7,606,052
5% County Administrative Fees**	$207,438	$94,290	$78,575	$380,303
Contingency	**$143,804**	**-$71,902**	**-$71,902**	**$0**
Total	**$4,500,000**	**$1,908,184**	**$1,578,170**	**$7,986,354**
*Estimated Service Provider Costs				
**Five percent of Subtotal (Units, Personnel & Non-Personnel Combined Costs)				

County of Monterey

Board Report

Legistar File Number: RES 24-004

Item No.61

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

January 09, 2024

Introduced: 1/4/2024
Version: 1

Current Status: Passed
Matter Type: BoS Resolution

Adopt a resolution to ratify the Proclamation of Local Emergency issued by the County Administrative Officer on January 3, 2024, related to the Winter Storm Event that started on December 27, 2023, causing damage to public infrastructure and private property throughout Monterey County including the Monterey Peninsula, Carmel River, Carmel River Lagoon, Salinas River and Salinas River Lagoon, thereby causing conditions of extreme peril to the safety of persons and property nearby. (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution to ratify the Proclamation of Local Emergency issued by the County Administrative Officer on January 3, 2024, related to the Winter Storm Event that started on December 27, 2023, causing damage to public infrastructure and private property throughout Monterey County including the Monterey Peninsula, Carmel River, Carmel River Lagoon, Salinas River and Salinas River Lagoon, thereby causing conditions of extreme peril to the safety of persons and property nearby. (4/5ths vote required).

SUMMARY/DISCUSSION:
Pursuant to California Government Code Section 8630(a) 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.

Beginning December 27, 2023, heavy rainfall, coastal flooding, and high surf hazards threatened residents, property, critical infrastructure, and transportation systems in the County of Monterey and political subdivisions. Conditions of extreme peril to the safety of person and property arose within the area of the Carmel Lagoon in the County of Monterey caused by tidal action, river flow and flooding commencing during the early morning of December 28, 2023. Conditions of peril exist to the safety and wellbeing of the residents living around the Carmel Lagoon as well as other nearby areas.

Additionally, sandbar management activities were required at the Salinas River Lagoon Mouth by Monterey County Water Resources Agency staff to protect public health and safety. From modeling results performed by the National Weather Service California-Nevada River Forecast Center, this action was necessary effective approximately January 4, 2024, due to the above motioned storm event that caused storm surges and high- water levels in the Salinas River Lagoon and forecasted early

January 2024 storms expected to exacerbate these conditions. These conditions could lead to possible loss of life and property in areas near and adjacent to the Salinas Lagoon. Forecasted conditions may result in the following:

- Inundation of residences, including Twin Bridges Cabin Association, Monterey Dunes Colony, and Lagoon residences; and
- Loss of safe ingress and egress, including emergency service access; and
- Inundation of agricultural fields; and
- Erosion and excessive transport of sediment; and

The foregoing conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Monterey and the Monterey County Water Resources Agency and requiring the combined forces of other political subdivisions to combat.

The aforesaid conditions of extreme peril necessitated the proclamation of a local emergency on December 27, 2023, which was signed into effect by the County Administrator's Office on January 4, 2024. Ratification and approval of this Proclamation of Local Emergency will provide Board confirmation of, and agreement with, the Proclamation made by the County Administrative Officer. This emergency proclamation shall expire sixty days after issuance unless confirmed and extended by the governing body of the County of Monterey.

OTHER AGENCY INVOLVEMENT:
Numerous County departments and other agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff' Office, County Administrative Office, Public Works, Facilities, and Parks Department, County Counsel, NOAA-National Marine Fisheries Service, US Fish and Wildlife Services, CA Dept of Fish and Wildlife, California Coastal Commission, and the Monterey County Water Resources Agency.

FINANCING:
Financial impact to the General Fund currently is unknown.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

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

Prepared by: Kelsey Scanlon, Director of Department of Emergency Management, x1902

Approved by: Nick Chiulos, Chief Assistant County Administrative Officer, x5145

Attachments:
A: Proclamation of Local Emergency, dated January 3, 2024

B: Draft Resolution Ratifying the Proclamation of a Local Emergency

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County of Monterey

Board Report

Legistar File Number: RES 24-004

Item No.

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

January 09, 2024

Introduced: 1/4/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution to ratify the Proclamation of Local Emergency issued by the County Administrative Officer on January 3, 2024, related to the Winter Storm Event that started on December 27, 2023, causing damage to public infrastructure and private property throughout Monterey County including the Monterey Peninsula, Carmel River, Carmel River Lagoon, Salinas River and Salinas River Lagoon, thereby causing conditions of extreme peril to the safety of persons and property nearby. (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution to ratify the Proclamation of Local Emergency issued by the County Administrative Officer on January 3, 2024, related to the Winter Storm Event that started on December 27, 2023, causing damage to public infrastructure and private property throughout Monterey County including the Monterey Peninsula, Carmel River, Carmel River Lagoon, Salinas River and Salinas River Lagoon, thereby causing conditions of extreme peril to the safety of persons and property nearby. (4/5ths vote required).

SUMMARY/DISCUSSION:
Pursuant to California Government Code Section 8630(a) 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.

Beginning December 27, 2023, heavy rainfall, coastal flooding, and high surf hazards threatened residents, property, critical infrastructure, and transportation systems in the County of Monterey and political subdivisions. Conditions of extreme peril to the safety of person and property arose within the area of the Carmel Lagoon in the County of Monterey caused by tidal action, river flow and flooding commencing during the early morning of December 28, 2023. Conditions of peril exist to the safety and wellbeing of the residents living around the Carmel Lagoon as well as other nearby areas.

Additionally, sandbar management activities were required at the Salinas River Lagoon Mouth by Monterey County Water Resources Agency staff to protect public health and safety. From modeling results performed by the National Weather Service California-Nevada River Forecast Center, this action was necessary effective approximately January 4, 2024, due to the above motioned storm event that caused storm surges and high- water levels in the Salinas River Lagoon and forecasted early

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January 2024 storms expected to exacerbate these conditions. These conditions could lead to possible loss of life and property in areas near and adjacent to the Salinas Lagoon. Forecasted conditions may result in the following:

- Inundation of residences, including Twin Bridges Cabin Association, Monterey Dunes Colony, and Lagoon residences; and
- Loss of safe ingress and egress, including emergency service access; and
- Inundation of agricultural fields; and
- Erosion and excessive transport of sediment; and

The foregoing conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Monterey and the Monterey County Water Resources Agency and requiring the combined forces of other political subdivisions to combat.

The aforesaid conditions of extreme peril necessitated the proclamation of a local emergency on December 27, 2023, which was signed into effect by the County Administrator's Office on January 4, 2024. Ratification and approval of this Proclamation of Local Emergency will provide Board confirmation of, and agreement with, the Proclamation made by the County Administrative Officer. This emergency proclamation shall expire sixty days after issuance unless confirmed and extended by the governing body of the County of Monterey.

OTHER AGENCY INVOLVEMENT:
Numerous County departments and other agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff' Office, County Administrative Office, Public Works, Facilities, and Parks Department, County Counsel, NOAA-National Marine Fisheries Service, US Fish and Wildlife Services, CA Dept of Fish and Wildlife, California Coastal Commission, and the Monterey County Water Resources Agency.

FINANCING:
Financial impact to the General Fund currently is unknown.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

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

Prepared by: Kelsey Scanlon, Director of Department of Emergency Management, x1902 DocuSigned by: Kelsey Scanlon 7ED737502FEB442...

Approved by: Nick Chiulos, Chief Assistant County Administrative Officer, x5145 DocuSigned by: Nick Chiulos 910D1286CA694A8...

Attachments:
A: Proclamation of Local Emergency, dated January 3, 2024

DocuSign Envelope ID: B59AD957-43A4-4C5A-B161-08DDBEC9C78F

B: Draft Resolution Ratifying the Proclamation of a Local Emergency

DocuSign Envelope ID: 57758661-CD63-46AC-9DE8-7083ACEC69CD

PROCLAMATION OF A LOCAL EMERGENCY BY COUNTY ADMINISTRATIVE OFFICER

In the Matter of Proclaiming the Existence of a Local Emergency within the County of Monterey)
)

WHEREAS, the California Emergency Services Act (Government Code, section 8630, *et seq*.) establishes procedures for proclaiming emergencies and responding promptly to the needs that arise during emergencies; and

WHEREAS, Monterey County Code, section 2.68.060 and California Government Code, section 8630(c) empower the County Administrative Officer, or designee, to proclaim the existence of a local emergency when the County is affected by or likely to be affected by a public calamity, if the Board of Supervisors is not in session; and

WHEREAS, the Administrative Officer of the County of Monterey and ex officio County Administrator of the Monterey County Water Resources Agency, did proclaim the existence of a local emergency within the County on December 27, 2023 and does hereby find as follows:

- Coastal flood and high surf hazards threaten residents, property, critical infrastructure, and transportation systems in the County of Monterey; and
- Conditions of extreme peril to the safety of person and property arose within the area of the Carmel Lagoon in the County of Monterey caused by tidal action, river flow and flooding commencing during the early morning of December 28, 2023;
  - County Public Works crews have prepared for this event by taking protective measures;
  - Water has risen to a level that threatens the flooding of homes and residences in low lying areas near the Carmel Lagoon;
  - Flooding and coastal hazards may inundate potable water delivery systems, sewer collection systems, and other utility systems in the area; and
  - Conditions of peril exist to the safety and wellbeing of the residents living around the Carmel Lagoon as well as other nearby areas. Immediate action is necessary to address these public health and safety issues; and
- Sandbar management activities are required at the Salinas River Lagoon Mouth by Monterey County Water Resources Agency staff. From modeling results performed by the National Weather Service California-Nevada River Forecast Center, this action is necessary effective approximately January 4, 2024, due to late December 2023 storm events causing surges and high-water levels in the Salinas River Lagoon and forecasted early January 2024 storms expected to exacerbate these conditions. These conditions could lead to possible loss of life and property in areas near and adjacent to the Salinas Lagoon. Forecasted conditions may result in the following:
  - Inundation of residences, including Twin Bridges Cabin Association, Monterey Dunes Colony and Lagoon residences;
  - Loss of safe ingress and egress, including emergency service access;
  - Inundation of agricultural fields;
  - Erosion and excessive transport of sediment; and
- The foregoing conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Monterey and the Monterey County Water Resources Agency requiring the combined forces of other political subdivisions to combat; and
- That this emergency does not permit a delay resulting from a competitive solicitation to let contracts for bids, and immediate action is necessary to respond to the emergency, and

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WHEREAS, the Board of Supervisors is not in session as of the date of this proclamation; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency and immediate action is necessary to mitigate public calamity and the other effects of local emergency.

NOW, THEREFORE, IT IS PROCLAIMED, as defined in California Government Code, section 8558(c) and Public Contract Code, section 1102 that a local emergency now exists throughout the County of Monterey:

That during the existence of said local emergency the powers, functions, and duties of the County Administrative Officer and the Emergency Organization of this County (Department of Emergency Management) shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Monterey in order to mitigate the effects of said local emergency; and

During the existence of said local emergency the powers, functions, and duties of the County Administrative Officer, or designee, the Sheriff's Office, Department of Public Works, Facilities, and Parks, Department of Housing and Community Development, and the Emergency Organization of the County of Monterey shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Monterey in order to mitigate the effects of the local emergency; and

Pursuant to Public Contract Code, sections 20134, 20395, and 22050, the Public Works Director and the General Manager of the Water Resources Agency, or their designees, are hereby authorized to engage independent contractors to complete all necessary work to mitigate the effects of said local emergency. Contracts for this work may be executed without prior Board approval of the plans, specifications, and working details, without giving notice for bids to let contracts.

SIGNED AND SUBSCRIBED at Salinas, California this 3rd day of January 2024.

DocuSigned by:
9353DBA6C4ED434...

Sonia M. De La Rosa
County Administrative Officer
County of Monterey

.

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

Resolution No.

Ratifying the Proclamation of a Local Emergency issued by the County Administrative Officer on January 3, 2024)

WHEREAS, the California Emergency Services Act (Government Code section 8630, et seq.) establishes procedures for proclaiming emergencies and responding promptly to the needs that arise during emergencies; and,

WHEREAS, Section 2.68.060 of the Monterey County Code and Section 8630 of the Government Code empower the County Administrative Officer or designee, or the Board of Supervisors, if the Board of Supervisors is in session, to proclaim the existence of a local emergency when the County is affected by or likely to be affected by a public calamity; and,

WHEREAS, pursuant to Government Code Section 8630(b), once a local emergency is declared, it will remain in effect for a period of no more than seven (7) days, unless ratified by the Board of Supervisors; and,

WHEREAS, pursuant to Government Code Section 8630(c), the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty (60) days until the Board of Supervisors terminates the local emergency; and,

WHEREAS, the governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant; and,

WHEREAS, pursuant to Government Code Section 8685, et seq., in order to obtain monies from both state and federal agencies, the local government must declare a local emergency; and,

WHEREAS, conditions of a local emergency can be better controlled if the local government has specific powers granted through the proclamation of a local emergency; and,

WHEREAS, a storm event commencing December 27, 2023, and continuing into January 2024, has resulted in and is anticipated to result in multiple significant rainfall and coastal flooding events causing damage to public infrastructure and private property within Monterey County; and,

WHEREAS, conditions of extreme peril to the safety of person and property arose within the area of the Carmel Lagoon in Monterey County caused by tidal action, river flow and flooding commencing during the early morning of December 28, 2023; and,

WHEREAS, water has risen and during the rains and storm surge that may continue to rise to a level that threatens the flooding residences in low lying areas near the Carmel River Lagoon, and flooding may inundate potable water delivery systems, sewer collection systems, and other utility systems in the area; and,

WHEREAS, water has risen and during the rains and storm surge that may continue to rise to a level that threatens the flooding residences in low lying areas near the Salinas River Lagoon, and threatens the loss of safe ingress and egress, including emergency service access, the inundation of agricultural fields, and erosion and excessive transport of sediment; and,

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the ratification of the Proclamation of the Existence of a Local Emergency issued by the County Administrative Officer on January 3, 2024, and immediate action is necessary to mitigate public calamity, and to protect life and property as affected by such emergency.

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

1. The Proclamation of a Local Emergency issued by the County Administrative Officer on January 3, 2023, is hereby ratified.

2. Pursuant to Government Code Section 8630(c) the Board of Supervisors shall review the continuing need for a local emergency at least once every sixty (60) days, until terminated by the Board of Supervisors.

3. That during the existence of said local emergency the powers, functions, and duties of the County Administrative Officer and the Emergency Organization of this County (Department of Emergency Management) shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Monterey in order to mitigate the effects of said local emergency.

4. During the existence of said local emergency the powers, functions, and duties of the County Administrative Officer, or designee, the Sheriff's Office, Department of Public Works, Facilities, and Parks, Department of Housing and Community Development, and the Emergency Organization of the County of Monterey shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Monterey in order to mitigate the effects of the local emergency.

5. Pursuant to Public Contract Code, sections 20134, 20395, and 22050, the Public Works Director and the General Manager of the Water Resources Agency, or their designees, are hereby authorized to engage independent contractors to complete all necessary work to mitigate the effects of said local emergency. Contracts for this work may be executed without prior Board approval of the plans, specifications, and working details, without giving notice for bids to let contracts

PASSED AND ADOPTED on this 9th 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

Introduced: 12/11/2023 **Current Status:** Passed

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

a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under California Environmental Quality Act (CEQA) Guidelines section 15317; and
b. Accept a Conservation and Scenic Easement Deed covering approximately 0.77 acres of Environmentally Sensitive Habitat at 3256 17 Mile Drive, Pebble Beach (APN 008-462-008-000) to satisfy a condition of approval related to Planning Commission Resolution 23-004 (File No. PLN210276); and
c. Authorize the Chair of the Board of Supervisors to execute the Conservation and Scenic Easement Deed; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.
(Conservation and Scenic Easement Deed - PLN210276, FEATHER CYPRESS LLC, 3256 17 Mile Drive, Pebble Beach, APN 008-462-008-000, Del Monte Forest Land Use Plan)

PROJECT INFORMATION:

Planning File Number: PLN210276
Owner: Feather Cypress LLC
Project Location: 3256 17 Mile Drive, Pebble Beach
APN: 008-462-008-000
Agent: Laura Lawrence
Plan Area: Del Monte Forest Land Use Plan
Flagged and Staked: no
CEQA Action: N/A

RECOMMENDATION:

Staff recommends that the Board of Supervisors:

a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under CEQA Guidelines section 15317; and
b. Accept a Conservation and Scenic Easement Deed covering approximately 0.77 acres of Environmentally Sensitive Habitat at 3256 17 Mile Drive, Pebble Beach (APN 008-462-008-000), to satisfy a condition of approval related to Planning Commission Resolution 23-004 (File No. PLN210276); and
c. Authorize the Chair of the Board of Supervisors to execute the Conservation and Scenic Easement Deed; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.

SUMMARY/DISCUSSION:
On January 25, 2023, the Planning Commission adopted Resolution 23-004 approving a Combined Development Permit (PLN210276, Feather Cypress LLC) allowing for the demolition of an existing residence and construction of a new residence within 100 feet of environmentally sensitive habitat (ESHA). To satisfy Condition of Approval No. 10 of that permit, the current owner, Feather Cypress LLC, is offering to convey a conservation and scenic easement deed (CSED) to the County of Monterey over the portions of the property where ESHA exists (**Attachment B**). The property contains ESHA as defined in the Del Monte Land Use Plan (LUP) located within the mapped indigenous Monterey Cypress and coastal bluff scrub habitat areas.

The Planning Commission applied the easement condition to protect ESHA, as required by the LUP. Condition No. 10, requiring dedication of a Conservation and Scenic Easement Deed over those areas of the property not approved for development, will ensure long-term protection of the habitat. No construction will be allowed within the easement area. Recordation of this easement will be disclosed to future property owners where development is prohibited on the parcel. Therefore, staff recommends the Board of Supervisors accept, execute, and consent to the recordation of the Conservation and Scenic Easement Deed.

The applicant has submitted the CSED and map showing the general location of the easement on the property, along with the metes and bounds description, both of which are appended to this Report, collectively, as **Attachment B**.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
Acceptance of the scenic easement qualifies for a Class 17 categorical exemption under CEQA because it constitutes the acceptance of easements to maintain the open space character of the area (CEQA Guidelines, § 15317).

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed the CSED as to form.

FINANCING:
Funding for staff time associated with this project is included in the FY2023-24 Adopted Budget for Housing and Community Development Appropriation Unit HCD002, Unit 8543. All costs associated with maintenance of the CSED will be borne by the project applicant (Grantor) of the easement, not the County of Monterey (Grantee).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Check the related Board of Supervisors Strategic Initiatives:
__ Economic Development
X Administration
__ Health & Human Services

__ Infrastructure
__ Public Safety

Prepared by: Kayla Nelson, Associate Planner ext. 6408
Reviewed and Approved by: Craig Spencer, Acting Director of HCD

The following attachments are on file with the Clerk of the Board:
Attachment A - Memorandum to the Clerk of the Board
Attachment B - Conservation and Scenic Easement Deed, including:

- Property Legal Description
- Monterey County Planning Commission Resolution No. 23-004
- Easement Legal Description and Easement Plat Map

cc: Front Counter Copy; Laura Lawrence, Agent; FEATHER CYPRESS LLC, Owner; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Project File PLN210276

Introduced: 12/11/2023

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under California Environmental Quality Act (CEQA) Guidelines section 15317; and
b. Accept a Conservation and Scenic Easement Deed covering approximately 0.77 acres of Environmentally Sensitive Habitat at 3256 17 Mile Drive, Pebble Beach (APN 008-462-008-000) to satisfy a condition of approval related to Planning Commission Resolution 23-004 (File No. PLN210276); and
c. Authorize the Chair of the Board of Supervisors to execute the Conservation and Scenic Easement Deed; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.
(Conservation and Scenic Easement Deed - PLN210276, FEATHER CYPRESS LLC, 3256 17 Mile Drive, Pebble Beach, APN 008-462-008-000, Del Monte Forest Land Use Plan)

PROJECT INFORMATION:

Planning File Number: PLN210276
Owner: Feather Cypress LLC
Project Location: 3256 17 Mile Drive, Pebble Beach
APN: 008-462-008-000
Agent: Laura Lawrence
Plan Area: Del Monte Forest Land Use Plan
Flagged and Staked: no
CEQA Action: N/A

RECOMMENDATION:

Staff recommends that the Board of Supervisors:

a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under CEQA Guidelines section 15317; and
b. Accept a Conservation and Scenic Easement Deed covering approximately 0.77 acres of Environmentally Sensitive Habitat at 3256 17 Mile Drive, Pebble Beach (APN 008-462-008-000), to satisfy a condition of approval related to Planning Commission Resolution 23-004 (File No. PLN210276); and
c. Authorize the Chair of the Board of Supervisors to execute the Conservation and Scenic Easement Deed; and
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The Planning Commission applied the easement condition to protect ESHA, as required by the LUP. Condition No. 10, requiring dedication of a Conservation and Scenic Easement Deed over those areas of the property not approved for development, will ensure long-term protection of the habitat. No construction will be allowed within the easement area. Recordation of this easement will be disclosed to future property owners where development is prohibited on the parcel. Therefore, staff recommends the Board of Supervisors accept, execute, and consent to the recordation of the Conservation and Scenic Easement Deed.

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Check the related Board of Supervisors Strategic Initiatives:
__ Economic Development
X Administration

__ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Kayla Nelson, Associate Planner ext. 6408
Reviewed and Approved by: Craig Spencer, Acting Director of HCD CS

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- Easement Legal Description and Easement Plat Map

cc: Front Counter Copy; Laura Lawrence, Agent; FEATHER CYPRESS LLC, Owner; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Project File PLN210276

Attachment A

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MONTEREY COUNTY
HOUSING AND COMMUNITY DEVELOPMENT
Craig Spencer, Acting Director

HOUSING, PLANNING, BUILDING, ENGINEERING, ENVIRONMENTAL SERVICES

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

(831)755-5025
www.co.monterey.ca.us

MEMORANDUM

Date: Board of Supervisors Consent Agenda – January 9, 2024

To: Valerie Ralph
Clerk of the Board

From: Kayla Nelson, Associate Planner
HCD – Planning

Subject: Conservation and Scenic Easement Deed for FEATHER CYPRESS LLC - HCD-Planning File No. PLN210276

After approval/acceptance by the Board of Supervisors, the Clerk of the Board will submit the the Conservation and Scenic Easement Deed (**Attachment B**) to the County Recorder for filing and recordation. Please contact Kayla Nelson, HCD-Planning, at (831) 796-6408, prior to recording the documents.

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Attachment B

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Stephen L. Vagnini
MontereyCounty Clerk-Recorder
Recorded at the request of:
CHICAGO TITLE COMPANY SALINA

2019061906

12/30/2019 08:14:09
Titles: 1 Pages: 4

Fees: $22.00
Taxes: $26400.00
AMT PAID: $26422.00

RECORDING REQUESTED BY:
Chicago Title Company

When Recorded Mail Document and Tax Statement To:
Feather Cypress, LLC
625 E. Main Street, Suite 102B, #153
Aspen, CO 81611

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Order No.: FWMN-5221900705-LP
Property Address: 3256 17 Mile Drive
Pebble Beach, CA 93953
APN/Parcel ID(s): 008-462-008

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is $26,400.00** and is computed on:
  ☑ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ an Unincorporated area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, John Eden Feather, Sole Trustee of The Surviving Trustor's Trust Agreement under Article Four of the Jack and Eileen Feather Family Trust under Revocable Trust Agreement dated December 20, 2005, as amended, as to an undivided one-half (1/2) interest; and John Eden Feather, Sole Trustee of The Non-Exempt Marital Trust Agreement under Article Five of the Jack and Eileen Feather Family Trust under Revocable Trust Agreement dated December 20, 2005, as amended, as to an undivided one-half (1/2) interest

hereby GRANT(S) to Feather Cypress, LLC, a Delaware Limited Liability Company

the following described real property in the Unincorporated Area of the County of Monterey, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): 008-462-008

Dated: December 9, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

The Surviving Trustor's Trust Agreement under
Article Four of the Jack and Eileen Feather Family
Trust under Revocable Trust Agreement dated
December 20, 2005, as amended, as to an
undivided one-half (1/2) interest

By: _____
~~Jack~~ Eden Feather, Sole Trustee
JOHN (JEF)

The Non-Exempt Marital Trust Agreement under
Article Five of the Jack and Eileen Feather Family
Trust under Revocable Trust Agreement dated
December 20, 2005, as amended, as to an
undivided one-half (1/2) interest

By: _____
~~John Eden~~ Feather, Sole Trustee
John Eden Feather

GRANT DEED
(continued)

APN/Parcel ID(s): 008-462-008

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Marin

On December 18, 2019, before me, Uma Udupi Rajagopal, Notary Public,
(here insert name and title of the officer)

personally appeared **John Eden Feather,** 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.

Uma Udupi Rajagopal
Signature

UMA UDUPI RAJAGOPAL
COMM. # 2264059
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY
COMM. EXPIRES NOV. 19, 2022

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 008-462-008

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A portion of the El Pescadero Rancho, in the County of Monterey, State of California, described as follows:

Commencing at the Southwesterly corner of Lot 88, as shown on the Amended Map of Pebble Beach, recorded October 13, 1911 in Book 2, Maps of "Cities and Towns"; at Page 31, in the Office of the County Recorder of the County of Monterey, State of California; and running thence, N. 72° 12' 15" W., 94.23 feet to a point on the Westerly sideline of 17 Mile Drive (40.00 feet wide). Said point being the Southeasterly corner of that certain Parcel of land described in Grant Deed recorded on September 27, 1982, Series Number G38801, of Official Records. Said point also being the point of beginning for the property herein described; thence along the Westerly line of 17 Mile Drive, N. 47° 06' 15" W., 153.70 feet; thence S. 31° 13' 00" W., 320.00 feet, more or less, to a point on the ordinary high tide line of the Bay of Carmel; thence Southerly along said high tide line to a point which bears S. 34° 45' 00" W., 280.00 feet more or less from the point of beginning; thence N. 34° 45' 00" E., 280.00 feet, more or less, to the point of beginning.

PARCEL II:

That portion of the El Pescadero Rancho, in the County of Monterey, State of California, described as follows:

Beginning at a point which bears 11.05 feet North, and 99.05 feet West from the Southeast corner of Lot 87, as shown on amended map of Pebble Beach, recorded October 13, 1911 in Book 2, Maps of "Cities and Towns", at Page 31, Official Records of Monterey County, California; thence

(1) South 38° 45' West, 167.63 feet to the bank of the Pacific Ocean; thence,

(2) North 47° 08' 30" West, 88.65 feet; thence

(3) North 66° 46' 30" West, 263.87 feet; thence

(4) North 34° 45' East, 239.33 feet; thence,

(5) South 47° 06' 15" E., 245.42 feet; thence tangentially,

(6) On a curve to the left, having a radius of 240.00 feet an arc distance of 51.55 feet; thence, tangentially,

(7) South 59° 24' 40" East, 63.81 feet to the point beginning.

Before the Planning Commission
in and for the County of Monterey, State of California

In the matter of the application of:
FEATHER CYPRESS LLC (PLN210276)

RESOLUTION NO. 23-004

Resolution by the Monterey County Planning Commission:

1) Adopting a Mitigated Negative Declaration pursuant to Section 15074 of the CEQA Guidelines; and
2) Approving a Combined Development Permit consisting of a:
   a. Coastal Administrative Permit and Design Approval to allow the demolition of an existing 17,992 square foot single-family dwelling with an attached two-car garage, a detached 3,797 square foot gym, a 972 square foot covered walkway, and sheds totaling 433 square feet; and the construction of a 7,767 square foot single-family dwelling with an attached two-car garage, 882 square foot basement, 712 square foot pool house, 1,114 square foot pool, and a 319 square foot spa;
   b. Coastal Development Permit to allow development within 750 feet of known archaeological resources;
   c. Coastal Development Permit to allow development within an environmentally sensitive habitat area (indigenous Monterey cypress habitat and coastal bluff scrub);
   d. Coastal Development Permit to allow development within 50 feet of a coastal bluff; and
   e. Minor and Trivial amendment to a previously approved permit (PLN200068, Zoning Administrator Resolution No. 21-008), to delete Condition 8 requiring recordation of a Conservation and Scenic Easement; and
3) Adopting a Mitigation Monitoring and Reporting Plan.

[PLN210276 FEATHER CYPRESS LLC, 3256 17 Mile Drive, Pebble Beach, Del Monte Forest Land Use Plan (APN: 008-462-008-000)]

The Feather Cypress LLC application (PLN210276) came on for a public hearing before the Monterey County Planning Commission on January 25, 2023. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented the Monterey County Planning Commission finds and decides as follows:

FINDINGS

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

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

- the 1982 Monterey County General Plan;
- Del Monte Forest Land Use Plan;
- Monterey County Coastal Implementation Plan Part 5, Regulations for Development in the Del Monte Forest Land Use Plan Area; and
- Monterey County Zoning Ordinance (Title 20).

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

b) Allowed Use. The property is located at 3256 17-Mile Drive, Pebble Beach (Assessor's Parcel Number 008-462-008-000), Del Monte Forest Land Use Plan, Coastal Zone. The parcel is zoned Low Density Residential, 2 acres per unit, with a Design Control Overlay (Coastal Zone) [LDR/2-D (CZ)], which allows which allows development of single-family dwellings and non-habitable accessory structures such as garages and pool houses as principally allowable uses, subject to a Coastal Administrative Permit. (Title 20 Sections 20.14.040.A. and 20.14.040.F.).

The project proposes:

- demolition of the existing 17,992 square foot single-family home with an attached two-car garage, 3,797 square foot gymnasium, and three sheds; and
- construction of a new 7,767 square foot single-family dwelling with an attached two-car garage, 882 square foot basement, and 712 square foot pool house; and
- site improvements, including new driveways and paths, a 1,114 square foot pool, and a 319 square foot spa.

Therefore, the project is an allowed land use for this site.

c) Lot Legality. The 2.8-acre lot is identified as Parcel 8, within in Assessor's Map Book 8, Page 46. A Lot Line adjustment (File No. 82-38) was approved in December, 1982 and is recorded in Volume 13 of "Surveys." The approved Lot Line Adjustment shows the current parcel boundaries and configuration. Therefore, the County recognizes the subject property as a legal lot of record.

d) Visual Resources. See Finding No. 5 for discussion of consistency with policies and regulations protecting visual resources.

e) Development Standards. The site development standards for the base LDR zoning are found in Title 20 section 20.14. The project is consistent with the minimum setback, maximum height, maximum building coverage, and maximum floor area requirements.

The minimum setbacks for main structures are 30 feet (front), 20 feet (side), and 20 feet (rear). The home proposes a front setback of 32 feet, a west side setback of 156 feet, and a rear setback of 94 feet. The east side setback is not dimensioned, however, the home is west of the pool house, meaning that the setback is greater than 36 feet.

The minimum setbacks for accessory structures are 50 feet (front), 6 feet (side), and 1 foot (rear). The pool house proposes a 50 feet front setback, a 36 foot east side setback, and a 79 foot rear setback. The proposed west side setback is not dimensioned, however, the pool house is east of the main home, meaning that the west side setback is greater than 156 feet.

The maximum main structure height is 30 feet and maximum accessory structure height is 15 feet, and the proposed home is 19 feet 6 inches, and proposed pool house is 15 feet.

The maximum allowable building coverage is 15% (18,295 square feet), while the proposed building coverage is 9.5% (11,586 square feet). The maximum allowable floor area is 17.5% (21,344 square feet) while the proposed floor area is 8.2% (9,969 square feet).

f) Forest Resources. No tree removal is proposed. Measures for the protection of trees and habitat have been incorporated. Mitigation Measure No. 1, including exclusionary fencing, a pre-construction training, and on-going monitoring by a qualified arborist/forester during construction, have been applied to protect.

g) Hazardous Areas. See Finding No. 3 for discussion of consistency with DMF LUP policies and regulations governing development in hazardous areas.

h) Historical Resources. DMF LUP Policy 57 encourages timely identification and evaluation of archaeological and historical resources so that they may be given full considering during the conceptual design phase of projects. Consistent with this policy, a historical report (LIB220005) was prepared for the property which evaluated the historicity of the property. The property is developed with an approximately 17,992 square foot single-family home, designed by George Washington Smith in the Spanish Colonial Revival style and constructed in 1924. The association of this style would place it within the period of prominence for Mediterranean revival architecture in the 1919-1945 time period according to the Pebble Beach Historic Context statement. Therefore, should it have retained integrity the home would have been significant both as a representation of the trend of Spanish Colonial Revival Architecture in pebble beach and as a notable example

of the work of George Washington Smith. Neither the gymnasium or accessory dwelling unit were considered significant or contributing to the historical character of the site, due to their more recent modifications.

For a property to be considered a historical resource, it must contain both significance and integrity. The home has undergone numerous alterations, most notable of which beginning the 70's, which compromised its integrity such that it no longer conveys its significance and no longer retains its core historically defining features. As the property does not retain integrity, it cannot be considered a historical resource, and its demolition would not impact historical resources. The project was referred to the Historic Resources Review Board (HRRB) for review. The historical report (LIB220005) prepared by Seth A. Bergstein and concurring opinions that the site had lost its integrity from Kent L. Seavey, Page & Turnbull, and Marc Appleton and Anthony Kirk were provided to the HRRB, as well as a petition opposing the demolition of the home. By a vote of 6-0 with 1 absent, the HRRB adopted a resolution finding the site was not eligible for listing on the Monterey County Register of Historic Resources and recommending approval of the project.

i) Archaeological Resources. Pursuant to DMF LUP Policy 58, an archaeological report (LIB220001) was prepared by Susan Morley to evaluate the potential of the project to impact archaeological resources. The report included archival research, a field reconnaissance, and subsurface testing for cultural resources. The archival research identified that in 1988, Charles Smith prepared a report for the accessory dwelling (at that time caretaker) unit. That report did not identify any evidence of archaeological resources in proximity to the unit. In 1990, Breschini and Haversat prepared a report for the expansion of the gym, which identified fragmentary abalone shell in the area. The current Archaeological observation of the geotechnical bores did not reveal any evidence of cultural materials. The archaeologist also conducted four hand augers near the area proposed for development. The augers revealed sparse abalone shell fragments. No other cultural constituents were noted.

Mitigation Measure No. 5 is recommended, which would require establishment of an exclusionary fence along the hardscape path to prevent disturbance beyond the limits shown in the plan. Due to the presence of shell in the area, there is the potential for the site to contain resources. Therefore, Mitigation Measure No. 5 also requires cultural awareness training for construction personnel and archaeological monitoring during grading and excavation activities, and the County's standard Condition No. 3 has been applied, requiring work be halted and the coroner be contacted if any human remains are discovered. This Mitigation Measure and condition reduce potential impacts to archaeological resources to a less than significant level.

j) Environmentally Sensitive Habitat Area (ESHA). See Finding No. 4 for consistency with applicable policies and regulations protecting environmentally sensitive habitat areas.

k) Land Use Advisory Committee (LUAC) Review. County staff referred the project to the Del Monte Forest Land Use Advisory Committee (LUAC) for review. The LUAC reviewed the project on February 17, 2022 and voted 6-0 with 1 absent and 1 abstention to recommend approval of the project contingent on review and concurrence from the Historic Resources Review Board (HRRB) that the property was not historical.

l) The project planner conducted a site inspection on October 13, 2021 to verify that the project on the subject parcel conforms to the plans listed above.

m) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

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

EVIDENCE: a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau, and Pebble Beach Community Services District (CSD). County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations, and there has been no indication from these departments/agencies that the site is not suitable for the development. Conditions recommended have been incorporated.

b) The following reports were prepared to assess the geological and geotechnical suitability of the site for development; and the potential for the development to impact biological, forest, historical, and archaeological resources:

- Geologic and Coastal Bluff Recession Assessment Report, dated October 12, 2021 (Monterey County Document No. LIB220003), prepared by Haro, Kasunich and Associates, Inc., Watsonville, California;
- Geotechnical Investigation, dated October 12, 2021 (Monterey County Document No. LIB220004), prepared by Haro, Kasunich and Associates, Inc., Watsonville, California;
- Biological Assessment, dated October 28, 2021 (Monterey County Document No. LIB220002), prepared by Fred Ballerini Horticultural Services, Pacific Grove, California;
- Tree Resource Assessment and Forest Management and Cypress Restoration Plan, dated January 5, 2022 (Monterey County Document No. LIB220026), prepared by Ono Consulting, Pacific Grove, California;
- Phase 1 Historic Assessment, dated May 5, 2020 (Monterey County Document No. LIB220005), prepared by Past Consultants LLC, Petaluma, California; and

- Preliminary Cultural Resources Reconnaissance and Phase II Auger Testing for the Feather Cypress, LLC property, dated August 8, 2021 (Monterey County Document No. LIB220001), prepared by Susan Morley, M.A., Register of Professional Archaeologists, and Brenna Wheelis, Marina, California.

County staff independently reviewed these reports and concurs with their conclusions. There are no physical or environmental constraints that would indicate that the site is not suitable for the use. All development shall be in accordance with these reports.

c) Staff conducted a site inspection on October 13, 2021 to verify that the site is suitable for this use.

d) See also supporting Finding No. 3.

e) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

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

EVIDENCE: a) The project was reviewed by HCD-Planning, HCD- Engineering Services, HCD-Environmental Services, Environmental Health Bureau, and Pebble Beach Community Services District (CSD). The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

b) Necessary public facilities will be provided. The property is and will continue to be served by the California American Water Company (Cal Am) for potable water and the Pebble Beach Community Services District (CSD) for sewer. The applicant submitted a Monterey Peninsula Water Management District (MPWMD) residential release form verifying that the proposed water use, calculated based on MPWMD fixture counts, is less than the existing water use.

c) In accordance with DMF LUP Hazards Policy 46 and CIP Section 20.147.060.A.1., geological (LIB220003) and geotechnical (LIB220004) reports were prepared to assess the suitability of the site for development and address geological hazards on the properties. The reports concluded that the site was suitable for development given that the recommendations within them were followed. These included recommendations on site grading, foundation design, and surface drainage. Staff are recommending that the County's standard notice of report condition be applied for each report (Condition Nos. 8 and 9) to ensure that geological and geotechnical recommendations are followed.

d) Pursuant to CIP section 20.147.060.B.6., new development (in this case re-development) is required to avoid the need for shoreline armoring over the development's lifetime, and habitable structures are required to be sited outside of areas subject to storm wave run-up. The project is

consistent with the CIP section, as discussed in evidence "e" through "g" below.

e) The County does not have a regulatory standard establishing the lifetime of development for different land uses, however the advisory 2018 Sea Level Rise Policy Guidance document prepared by the California Coastal Commission indicates a minimum of 75 years as the long-range evaluation horizon for the life of a structure.

f) The project geologist concluded that, based on historical bluff erosion information, bluff retreat would be between 5 and 10 feet over the next 75 years. Climate change and sea level rise accelerates bluff retreat, so an additional 5 feet was added to account for this. Finally, a safety factor of 10 feet was added to account the inherent imprecision of evaluating future coastal erosion, and to create a buffer zone from the bluff edge to proposed building foundations in the future scenario (year 2097). This produced a total recommended setback of 25 feet from the current bluff edge. All proposed structures are outside of this recommended bluff setback, so the development has been sited in a location that is not anticipated to require armoring over the life of development.

g) The impacts of ocean wave run-up (storm surges) were observed around the 48 – 52 foot elevation above sea level (NAVD 88). The geological report concludes that wave run-up will rise by the amount of sea level rise that occurs within the life of the structures. If the 2018 Sea Level Rise Policy Guidance "Medium – High Risk Aversion" figures are used, the sea level would rise between 5.5 and 6.9 feet by 2100, which would be an elevation between 53.5 to 58.9 feet above sea level. The lowest finish floor (the lower floor/basement of the single-family home) is proposed with a finish floor elevation of 62 feet, higher than both of these figures.

h) Staff conducted a site inspection on October 13, 2021 to verify that the site is suitable for this use.

i) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

4. FINDING: **ENVIRONMENTALLY SENSITIVE HABITAT AREA –** The project minimizes impacts on environmentally sensitive habitat areas in accordance with the applicable goals, policies, and regulations contained in: the Del Monte Forest Land Use Plan (DMF LUP); Monterey County Coastal Implementation Plan (CIP) Part 5, Regulations for Development in the Del Monte Forest Land Use Plan area; and Monterey County Zoning Ordinance (Title 20).

EVIDENCE: a) The project includes an application for development within 100 feet of Environmentally Sensitive Habitat Areas (ESHA). In the DMF LUP, designation of ESHA is context dependent, relying both on current evaluation of existing resources and the sensitivity of habitats and species at the time of development consideration. The property has two distinct ecosystems, Monterey cypress forest and coastal bluff scrub, which overlap in an "ecotone", which has biotic characteristics of both habitat areas. The Monterey cypress is designated as ESHA and

protected by DMF LUP Policy 20. North coastal bluff scrub is considered ESHA by the California Coastal Commission, recognized as a threatened plant community by the California Department of Fish and Wildlife, and classified as a community "rare and worthy of consideration" by the California Natural Diversity Database (CNDDB), and in this case includes individually sensitive species including Sea-cliff Buckwheat, a host plant for the federally endangered Smith's Blue Butterfly, and a single Ocean bluff milkvetch, a sensitive plant species. Therefore, the coastal bluff scrub on the site is appropriately categorized as ESHA.

b) The DMF LUP key policy recognizes that the habitats of the Del Monte Forest are unique, limited, and fragile resources that are sensitive and important biologically, and that enrich Del Monte Forest enjoyment for residents and visitors alike. Accordingly, these habitats should be protected, maintained, and, where possible, enhanced and restored. This project conforms with this key policy as: the proposed development has been sited and designed to be within the existing development footprint, minimizing potential impact to habitat areas. Detailed best management practices are incorporated through Mitigation Measures No. 1 and 2 to ensure that the habitats are protected through construction and implementation of Mitigation Measures no. 3 and 4 will ensure that invasive weeds are removed from the property and approximately 33,600 square feet of sensitive habitat area are restored.

c) Protection of Indigenous Monterey cypress habitat is specifically addressed in DMF LUP policy 20, and in implementing regulations for this policy contained in CIP section 20.147.040.D.2. The project is consistent with this policy and these implementing regulations as the project proposes development that is confined to areas where existing structures and hardscapes exist.

d) In accordance with CIP section 20.147.040.D.2.(a), coordinated biological (LIB220002) and forest management (LIB220026) reports were prepared to assess the potential of the project to impact sensitive habitat areas and species.

e) CIP section 20.147.040.D.2.(b) requires that all development in and adjacent to cypress forest be carefully sited and designed to avoid adverse impacts to cypress habitat. This includes measures recommended in the biological/forestry reports to protect and enhance Monterey cypress habitat values. The project incorporates the best management practices recommended in the biological forestry reports to protect and enhance the habitat area:
   - Mitigation Measure No. 1 requires wrapping tree trunks with protective material, establishment of protective exclusionary fencing areas, a pre-construction biological training, on-going monitoring during construction by a qualified arborist or forester, and remediation if any trees are inadvertently harmed during construction.
   - Mitigation Measure No. 3 requires eradication of invasive species onsite; and
   - Mitigation Measure No. 4 requires preparation, execution, and monitoring of a restoration plan, which would restore approximately

33,607 square feet of environmentally sensitive habitat area, inclusive of 14,619 square feet of Monterey Cypress forest habitat and ecotone, and 18,988 square feet of coastal bluff scrub habitat. This is in addition to the approximately 16,783 square feet of restoration from the area required to be restored in Condition No. 8 of Zoning Administrator Resolution No. 21-008 (PLN200068), which allowed alterations to the existing accessory dwelling unit. For this reason, this permit incorporates an amendment to that resolution, deleting Condition No. 8 and replacing and incorporating the conservation easement requirement in Mitigation measure No. 4 of this resolution.

f) CIP section 20.147.040.D.2.(c) provides detailed development criteria in Monterey cypress forest habitat. Per paragraph one of 20.147.040.D.2.(c)(2), development on already developed lots is allowed if it is also sited within existing legally established structural/hardscape area and outside of the critical habitat, which is the case for this project. New or modified development outside of the existing legally established structure/hardscape area would be allowable if it complies with the findings of 20.147.040.D.2.(c)(2)(a) – (g), however, these findings are not applicable as all development is within the existing structural/hardscape area.

g) Previous iterations of the design did include impervious native soil paths outside of the development area. However, as indicated in revised plan sheet A0.6 submitted on November 7, 2022, these paths have been removed to assure consistency with the CIP regulations. This sheet is Attachment 2 to the permit resolution, and the other site plans would need be updated for consistency with this sheet prior to building permit issuance for the building permit to be determined to be in substantial conformance with the planning approval.

h) In accordance with DMF LUP Policies 20 and 13, the project has been conditioned to require a conservation and scenic easement be placed to protect all areas outside of the proposed development footprint.. See Finding No. 6 for further discussion of the easement condition.

i) DMF LUP Policy 8 indicates that environmentally sensitive habitats shall be protected against significant disruption in habitat values. Addressing this policy in the context of bluff scrub, Mitigation Measure No. 2 is incorporated, which requires that protective fencing be installed around existing Sea Cliff Buckwheat and intact coastal bluff scrub habitat areas to protect them during construction. Additionally, invasive species eradication is required and will be coordinated with the project biologist (Mitigation Measure No. 3). Sediment control devices will also be installed along the perimeter of the building envelope to prevent construction runoff from impacting bluff scrub habitat and the ocean.

j) To protect coastal habitat areas, DMF LUP Policy 25 requires a setback/buffer of at least 100 feet from the edge of mean high water tide line. While the mean high water tide line is not precisely denoted, all proposed structures appear greater than 120 feet from the pacific ocean, and proposed structures are further from the ocean than the existing structures. Portions of the existing hardscape appear within this 100 foot

buffer, however, these areas are existing and not being modified by the project.

k) While no tree removal is proposed, the biological report (LIB220002) identified potential from construction activities to impact nesting birds. To address this, Condition No. 12 requiring a bird nesting survey if demolition or ground disturbance commences between February 1 and September 15 is incorporated.

l) Staff conducted a site inspection on October 13, 2021 to verify ESHA locations and potential project impacts to ESHA.

m) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

5. FINDING: **VISUAL RESOURCES –** The project is consistent with the applicable policies to protect Visual Resources in the Del Monte Forest Land Use Plan (DMF LUP) and with implementing regulations in the Monterey County Coastal Implementation Plan (CIP).

EVIDENCE: a) The project is subject to the Visual Resources protection policies of the Del Monte Forest Land Use Plan (DMF LUP), implementing regulations in Part 5 of the Monterey County Coastal Implementation Plan (CIP), and the Design Control "D" zoning overlay district, which requires a design review of structures and fences to assure protection of the public viewshed and neighborhood character.

b) The homes design is consistent with the surrounding neighborhood character:

- The colors and material palette includes limestone, bronze roofing and window frames, and a cypress soffit, natural materials consistent DMF LUP Policies 52 and 53, that development harmonize with the natural setting and be designed to subordinate and blend into the environment; and
- The substantial reduction in height and massing from the existing home, from 32 feet and 7 inches to 19 feet and 6 inches, helps subordinate the design to the surrounding forest.

c) DMF LUP Land Use and Development Policy 84 indicates that a minimum of a 100 foot setback from the centerline of 17-Mile drive shall be maintained to screen development from public views, unless "otherwise screened by vegetation and/or terrain, and the screening terrain/vegetation is required to be maintained and/or enhanced in perpetuity for screening and public viewshed enhancement purposes." In this case, the proposed home is approximately 52 feet from the centerline of 17-mile drive at the closest point. However, such encroachment into the setback is appropriate in this case as moving development further from 17 Mile Drive could conflict with bluff and habitat policies. The project is consistent with applicable visual policies as it proposes:

- A 6 foot tall fence which will screen the proposed project from view from 17-Mile Drive and runs for 420 lineal feet;
- "Viewshed" fencing along 3 points on 17-Mile drive, totaling 103 feet, which are sited to increase blue ocean views from 17-Mile Drive, enhancing the public viewshed; and

- Approximately 33,600 square feet of habitat restoration. In addition to its ecological value, the cypress forest and scrub habitats will screen the proposed structures and enhance the public viewshed, and be required to be maintained in perpetuity in accordance with Landscaping Restoration Plan Condition No. 6.

d) Staff conducted a site inspection on October 13, 2021 to assess the potential of the project to impact Visual Resources.

e) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

6. FINDING: **MINOR & TRIVIAL AMENDMENT –** The proposed modification to Coastal Development Permit PLN200068 (Zoning Administrator Resolution No. 21-008) to replace Condition No. 8 of that permit with Condition No. 20 attached is generally keeping with the action of the Zoning Administrator and does not create any additional impacts not assessed in the original permit action.

EVIDENCE: a) On August 14, 2003, the Zoning Administrator approved Resolution No. 020582 allowing construction of a three-car garage attached to an existing caretaker unit on the north of the property. As part of making a finding of consistency within DMF LUP Policy 84, which restricts development within 100 feet of the centerline of 17-Mile Drive to protect the viewshed, PLN020582 required a Scenic Easement by conveyed to the County over areas within 100-feet of the centerline of 17-Mile Drive, excepting existing and approved development. This easement was recorded in Monterey County Recorder document No. 2004087472.

b) On February 25, 2021, the Zoning Administrator approved PLN200068 (Zoning Administrator Resolution No. 21-008). Condition No. 8 of this permit requires that the applicant amend the 2004 Scenic Easement to encompass all areas outside of existing and approved development, not just those within 100-feet of the centerline of 17-Mile Drive, excepting existing and approved development, and enumerate that the amended Conservation and Scenic Easement is intended to preserve the indigenous Monterey cypress habitat in addition to protect the viewshed. This was done to ensure consistency with DMF LUP Policy 20. Draft easement language and a diagram depicting the existing and approved development were prepared for PLN200068 Condition No. 8, however, a new easement has not been recorded.

c) On December 20, 2021, the applicant submitted for a Combined Development Permit to demolish the main residence and build a new one. DMF LUP Policy 20 requires conservation and scenic easements for all undeveloped areas on the site. As the project involves a reduction in hardscape, a new easement condition is required.

d) This permit would delete the conservation and scenic easement condition from the 2021 project (PLN200068) and adds a new condition increasing the size of the easement to encompass the habitat areas being restored as part of this project and incorporating the areas previously

proposed for conservation. This amendment avoids redundancy and consolidates actions following approval.

e) The timing of Condition No. 20 would allow final recording of the amended easement to be completed prior to final inspection of the home, rather than final inspection of the accessory dwelling unit.

f) Both conditions would require a Conservation and Scenic Easement over all areas excepting existing and approved development, so the amended condition is still in line with the decision of the Zoning Administrator and would not create any additional environmental impacts.

g) None of the other conditions of PLN200068 are being modified. PLN200068 remains the operative permit for the accessory dwelling unit and its attached garage.

h) While the appropriate authority to consider Minor and Trivial Amendments would typically be the Chief of Planning, in accordance with Title 20 Section 20.70.105.A., the Combined Development Permit process allows multiple discretionary entitlements to be considered concurrently.

i) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

7. FINDING: **CEQA (Mitigated Negative Declaration) –** On the basis of the whole record before the Monterey County Planning Commission, there is no substantial evidence that the proposed project as designed, conditioned and mitigated, will have a significant effect on the environment. The Mitigated Negative Declaration reflects the independent judgment and analysis of the County.

EVIDENCE:

a) Pursuant to Public Resources Code Section 21083, and California Environmental Quality Act (CEQA) Guidelines Sections 15063(a) and 15063(b)(2), the Lead Agency shall conduct environmental review in the form of an Initial Study to determine if the project may have a significant effect on the environment and shall prepare a Negative Declaration if there is no substantial evidence that the project or any of its aspects may cause a significant effect on the environment.

b) County of Monterey as Lead Agency, through HCD-Planning, prepared an Initial Study pursuant to CEQA. The Initial Study is on file in the offices of HCD-Planning and is hereby incorporated by reference (Planning File No. PLN210276).

c) There is no substantial evidence, based upon the record as a whole, that the project may have a significant effect on the environment. The Initial Study identified potentially significant effects to biological, cultural, and tribal cultural resources, but the applicant has agreed to mitigation measures that avoid the effects or mitigate the effects to a point where clearly no significant effects would occur. Based upon the analysis of the Initial Study, HCD-Planning prepared a Mitigated Negative Declaration. Mitigation measures have been made conditions of approval of this project.

d) The Draft Initial Study and Mitigated Negative Declaration for HCD-Planning File No. PLN210276 was prepared in accordance with the

CEQA Guidelines; filed with the County Clerk on November 21, 2022; and circulated for public review from November 21, 2022 to December 21, 2022 (SCH No. 2022110478). No public comments were received during the circulation period.

e) Resource areas that were analyzed in the Draft Initial Study/Mitigated Negative Declaration included: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards/Hazardous Materials, Hydrology/Water Quality, Land Use Planning, Noise, Tribal Cultural Resources, and Wildfire.

f) Evidence that has been received and considered includes: the application, technical studies/reports, staff reports that reflect the County's independent judgment, and information and testimony presented during public meetings and hearings. These documents are on file in HCD-Planning (Planning File No. PLN210276) and are hereby incorporated herein by reference.

g) The County identified less than significant impacts to Aesthetics, Air Quality, Geology and Soils, Greenhouse Gas Emissions, Hazards/Hazardous Materials, Hydrology/Water Quality, Land Use Planning, Noise, and Wildfire.

h) The County identified potentially significant impacts to Biological Resources. Mitigation measures have been incorporated that reduce the identified impacts to a level of less than significant.

i) Mitigation Measure No. 1 through 4 would reduce potentially significant impacts to biological resources by:
   - Requiring best management practices to protect Monterey cypress be followed including a pre-construction training, establishment of protective fencing, monitoring by a qualified arborist or forester, and monitoring during construction; and
   - Requiring protective fencing and sediment control to protect Seacliff Buckwheat and Bluff Scrub habitat during construction and requiring coordination between a qualified biologist and the invasive species removal contractor to ensure site work doesn't harm this habitat;
   - Requiring removal of invasive species on the site; and
   - Requiring a restoration plan and five years of monitoring by a qualified biologist for the onsite restoration activities.

   Together these will ensure construction doesn't inadvertently harm biological resources and that the post construction habitat restoration efforts are undertaken in a manner that will improve the habitat.

j) The County identified potentially significant impacts to Cultural and Tribal Cultural Resources.

   Mitigation Measures No 5 and 6 reduce impacts to Cultural and Tribal Cultural Resources to a less than significant level by:
   - Requiring cultural awareness training for construction personnel, establishment of a protective fence along the south of the property, and archaeological monitoring during grading and excavation; and
   - Requiring that a tribal monitor approved by the appropriate tribal authority traditionally and culturally affiliated with the area be onsite to observe all project related grading and excavation. The monitor

shall have the authority to temporarily halt work to examine any potentially significant cultural materials or features.

The exclusionary fence protects this area from disturbance, while the other measures ensure that if any previously unidentified cultural resources are uncovered, construction crews are able to identify them, and that they are treated with appropriate dignity and respect.

k) Pursuant to Public Resources Code Section 21083.2 et seq., County of Monterey HCD–Planning staff initiated AB52 consultation with local Native American tribes on July 22, 2022. Notice was provided to the Ohlone/Costanoan-Esselen Nation, Esselen Tribe of Monterey County, and KaKoon Ta Ruk Band of Ohlone-Costanoan informing them the project and their ability to request a consultation. None of the notified tribal groups requested a consultation. However, due to the known sensitivity of the site to archaeological resources and overlap between archaeological and tribal cultural resources, Mitigation Measure No. 6 has been applied, which requires that a tribal monitor approved by the appropriate tribal authority traditionally and culturally affiliated with the area be onsite to observe all project related grading and excavation. The monitor shall have the authority to temporarily halt work to examine any potentially significant cultural materials or features.

l) All project changes required to avoid significant effects on the environment have been incorporated into the project and/or are made conditions of approval. A Condition Compliance and Mitigation Monitoring and/or Reporting Plan has been prepared in accordance with Monterey County regulations, is designed to ensure compliance during project implementation, and is hereby incorporated herein by reference. The applicant must enter into an "Agreement to Implement a Mitigation Monitoring and/or Reporting Plan" as a condition of project approval.

m) Analysis contained in the Initial Study and the record as a whole indicate the project would have the potential to result in changes to the resources listed in Section 753.5(d) of the California Department of Fish and Wildlife (CDFW) regulations. All land development projects that are subject to environmental review are subject to a State filing fee plus the County recording fee, unless CDFW determines that the project will have no effect on fish and wildlife resources.

In this case, for purposes of the Fish and Game Code, the project may have a significant adverse impact on the fish and wildlife resources upon which the wildlife depends. The Initial Study was sent to CDFW for review, comment, and to recommend necessary conditions to protect biological resources in this area. Therefore, the project will be required to pay the State fee plus a fee payable to the Monterey County Clerk/Recorder for processing said fee and posting the Notice of Determination.

n) Clarification and Amplification: Cultural Resources. Section VI.5(b) indicates, "an archaeological report (HCD-Planning Library No. LIB220001) prepared for the project identified only scattered archaeological resources in the form of abalone shell fragments and concluded that the proposed development would have a less than

significant potential impact on cultural resources." This section is being corrected to state: "an archaeological report (HCD-Planning Library No. LIB220001) prepared for the project identified only scattered archaeological resources in the form of abalone shell fragments and sparse burnt animal bone fragments, and concluded that the proposed development would have a less than significant potential impact on cultural resources."

o) The above described revisions to the Initial Study/Mitigated Negative Declaration made after the public review period do not change any of the conclusions in the initial study or increase the severity of impacts in any resource category. These revisions clarify and amplify the existing discussion. Therefore, recirculation of the IS/MND is not required in this case.

p) The County finds that there is no substantial evidence supporting a fair argument of a significant environmental impact.

q) The County of Monterey Planning Commission considered the Mitigated Negative Declaration, along with the Combined Development Permit, at a duly noticed public hearing held on January 25, 2023.

r) County of Monterey HCD-Planning, located at 1441 Schilling Place, 2nd Floor, Salinas, California, 93901, is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to adopt the Mitigated Negative Declaration is based.

8. FINDING: **PUBLIC ACCESS –** The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and applicable Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

EVIDENCE: a) No public access is required as part of the project as no substantial adverse impact on access, either individually or cumulatively, as described in Section 20.147.130 of the Monterey County Coastal Implementation Plan can be demonstrated.

b) No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.

c) The subject property, being in an area with a rocky shoreline and no proposed trail or lateral access way, is not described as an area where the Local Coastal Program requires physical public access (Figure 8, Major Public Access and Recreational Facilities, in the Del Monte Forest Land Use Plan).

d) The property is in a location that emphasizes visual public access. Figure 3, Visual Resources of the DMF LUP maps it as being potentially visible from 17-Mile Drive and Point Lobos, and halfway between the designated Pescadero and Midway (Lone cypress) vista points. The project planner conducted site visits on January 20, 2021 and October 13, 2021 and verified that the subject property is not visible from the designated vista points. However, it is visible from both 17-Mile Drive and Point Lobos.

e) Del Monte Forest Land Use Plan (DMF LUP) Policy 137 indicates that development shall not adversely impact public views and scenic character, with specific attention given to the 17-Mile Drive Corridor, and DMF

LUP Policy 139 indicates that where safe access to the shoreline is not feasible, visual access should be emphasized.

f) As discussed in Finding No. 5 Visual Resources, the proposed project is compatible with the scenic character of the forest. The projects inclusion of approximately 103 lineal feet of viewshed with approximately 63% pass through along 17-Mile Drive also opens up additional blue ocean views from 17-Mile Drive, enhancing visual public access.

g) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

9. FINDING: **APPEALABILITY –** The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

EVIDENCE: a) Pursuant to Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20), an appeal may be made to the Board of Supervisors by any public agency or person aggrieved by a decision of an Appropriate Authority other than the Board of Supervisors.

b) Pursuant to Section 20.86.080.A of the Monterey County Zoning Ordinance (Title 20), the project is subject to appeal by/to the California Coastal Commission because it involves development between the sea and the first through public road paralleling the sea and development that is permitted in the underlying zone as a conditional use (i.e.; development within 100 feet of environmentally sensitive habitat).

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Monterey County Planning Commission does hereby:

1. Adopt a Mitigated Negative Declaration pursuant to Section 15074 of the CEQA Guidelines; and
2. Approve a Combined Development Permit consisting of:
   a. Coastal Administrative Permit and Design Approval to allow the demolition of an existing 17,992 square foot single-family dwelling with an attached two-car garage, a detached 3,797 square foot gym, a 972 square foot covered walkway, and sheds totaling 433 square feet; and the construction of a 7,767 square foot single-family dwelling with an attached two-car garage, 882 square foot basement, 712 square foot pool house, 1,114 square foot pool, and a 319 square foot spa;
   b. a Coastal Development Permit to allow development within 750 feet of known archaeological resources;
   c. a Coastal Development Permit to allow development within an environmentally sensitive habitat area (indigenous Monterey cypress habitat and coastal bluff scrub);
   d. Coastal Development Permit to allow development within 50 feet of a coastal bluff; and
   e. A Minor and Trivial amendment to a previously approved permit (PLN200068, Zoning Administrator Resolution No. 21-008), to delete Condition 8 requiring recordation of a Conservation and Scenic Easement; and
3. Adopt a Mitigation Monitoring and Reporting Plan.

All of which are in general conformance with the attached conditions (attachment 1), lot coverage diagram (Attachment 2), and project plans (Attachment 3)**,** all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 25th day of January, 2023, upon motion of Commissioner Daniels, seconded by Commissioner Roberts, by the following vote:

AYES: Coffelt, Daniels, Getzelman, Gonzalez, Work, Mendoza, Monsalve, Roberts
NOES: None
ABSENT: Diehl, Carrillo
ABSTAIN: None

DocuSigned by:
Craig Spencer
18BC867A496B450

Craig Spencer, Planning Commission Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON **JAN 27 2023**.

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS. IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE **FEB 6 2023**.

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING

BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

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

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

   Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County HCD-Planning and HCD-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Form Rev. 1-27-2021

When recorded return to:
MONTEREY COUNTY HOUSING AND COMMUNITY DEVELOPMENT – PLANNING -
Attn: **PHILIP ANGELO**
1441 Schilling Pl, South 2nd Floor
Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

Permit No.:	PLN210276
Resolution No.:	23-004
Owner Name:	Feather Cypress, LLC, a Delaware Limited Liability Company
Project Planner:	Philip Angelo
APN:	008-462-008-000

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX OF $ 0
[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; and
[X] Exempt from transfer tax,
Reason: Transfer to a governmental entity

Shannon Clarance, agent
Signature of Declarant or Agent

FEATHER ESTATE CONSERVATION AND SCENIC EASEMENT DEED

THIS FEATHER ESTATE CONSERVATION AND SCENIC EASEMENT DEED (the CSE Deed) made this 6th day of September, 2023, by and between **Feather Cypress, LLC, a Delaware Limited Liability Company** as Grantor, and the DEL MONTE FOREST CONSERVANCY, a California non-profit corporation, as Grantee, on behalf of the County of Monterey (hereinafter County), and THE COUNTY OF MONTEREY , a political subdivision of the State of California (County), as Grantee,

WITNESSETH:

WHEREAS, said Grantor is the owner in fee of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof, situated in Monterey County, California (the Property); and

WHEREAS, the Property of said Grantor has certain natural scenic beauty and existing openness; and

WHEREAS, the Property is subject to that certain Scenic Easement Deed recorded on August 19, 2004, as Document #2004087472 in the Official Records of Monterey County (the 2004 Scenic Easement); and

WHEREAS, the 2004 Scenic Easement conveyed an easement to the County limiting development on the Property within 100 feet from the centerline of 17-Mile Drive to the existing or approved development in this area as of August 14, 2003; and

WHEREAS, the 2004 Scenic Easement was conveyed to the County pursuant to Condition No. 5 of PLN020582 approved by the County Zoning Administrator on August 14, 2003, Zoning Administrator Resolution Number 020582, which permitted the construction of a new 741 square foot, three car garage and retaining wall on the Property; and

WHEREAS, the Grantor and the Grantee desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of the entire Property of the Grantor; and

WHEREAS, the California Coastal Act of 1976, (the Act) requires that any coastal development permit approved by the County must be consistent with the provisions of the certified Local Coastal Program (LCP); and

WHEREAS, pursuant to the Act, and the LCP, Grantor applied to the County for a permit to undertake further development as defined in the LCP; and

WHEREAS, a **Combined Development Permit** (File Number **PLN210276**) (the Permit") was granted on **January 25, 2023** by the Monterey County **Planning Commission** pursuant to the Findings, Evidence, and Conditions contained in Resolution No. **23-004** (the Resolution). The Resolution is attached hereto as Exhibit "B" (without plans) and hereby incorporated by reference, subject to the following condition(s):

10. PD022(B) - EASEMENT-CONSERVATION AND SCENIC IN THE DEL MONTE FOREST

Responsible Department:	Planning Department
Condition/Mitigation Monitoring Measure:	In accordance with Del Monte Forest Land Use Plan Policies 13, 20, and 84, the scenic easement recorded in Monterey County Recorder Document No. 2004087472 shall be amended and replaced with a new conservation and scenic easement deed which encompasses all areas outside of the approved structural and hardscape coverage. The amended

easement deed has the express purpose of protecting environmentally sensitive habitats, including Monterey cypress forest and coastal bluff scrub habitat areas; and the scenic viewshed from 17-Mile Drive. This easement deed shall satisfy the Conservation and Scenic Easement Deed requirements of planning permits PLN200068 and PLN210276.

The amended conservation and scenic easement conveyed to the Del Monte Forest Conservancy with the County as an additional beneficiary in accordance with the procedures in Monterey County Code § 20.64.280.A. The easement conveyance shall include funding adequate to ensure the management and protection of the easement area over time. The easement shall be developed in consultation with a certified professional and the Del Monte Forest Conservancy Inc. A Subordination Agreement shall be required, where necessary. These instruments shall be subject to approval by the County as to form and content, shall provide for enforcement, if need be, by the County or other appropriate agency, and name the County as beneficiary in event the Conservancy is unable to adequately manage these easements for the intended purpose of scenic and visual resource protection. An easement deed shall be submitted to, reviewed, and approved by the Director of HCD - Planning and the Executive Director of the California Coastal Commission, and accepted by the Board of Supervisors prior to recording the parcel/final map or prior to issuance of grading and building permits. (HCD - Planning)

WHEREAS, the resources being protected by this CSE Deed are the scenic resources and habitat resources, specifically including native Monterey cypress habitat and coastal bluff scrub areas and the public viewshed from 17-Mile Drive, both protected pursuant to the Del Monte Forest Land Use Plan; and

WHEREAS, the County, acting on behalf of the People of the State of California and pursuant to the Act, and in accordance with the findings contained in the Resolution, granted the Permit to the Grantor upon condition (the Condition) described above requiring inter alia, that the Grantor replace the 2004 Scenic Easement with a new recorded conservation and scenic easement (this CSE Deed) which extends across the entire Property, except for those areas approved for development pursuant to the Resolution, and as legally and graphically described in Exhibit "C", attached hereto and incorporated herein (the CSE Area), to restrict development on and use of the Property to preserve the open space, scenic, and/or natural resource values present on the

Property and to prevent the adverse direct and cumulative effects on coastal resources that could occur if the Property were not restricted in accordance with this easement; and

WHEREAS, the County has placed the Condition on the Permit because a finding must be made under the law that the proposed development conforms with the provisions of the certified Local Coastal Program and that in the absence of the protections provided by the Condition said finding could not be made; and

WHEREAS, Grantor has elected to comply with the Condition and execute this CSE Deed to enable Grantor to undertake the development authorized by the Permit; and

WHEREAS, it is intended that this CSE Deed is irrevocable and shall constitute enforceable restrictions within the meaning of Article XIII, Section 8, of the California Constitution and that said easement shall thereby qualify as an enforceable restriction under the provision of the California Revenue and Taxation Code, Section 402.1; and

WHEREAS, Grantor is willing to grant to the Grantee this CSE Deed and thereby protect the present scenic beauty and existing openness of the Property by the restricted use and enjoyment of the Property by the Grantor through the imposition of the amended conditions hereinafter expressed;

NOW, THEREFORE, the Grantor does hereby grant and convey unto the Grantee an estate, interest, and expanded CSE Area of the nature and character and to the extent hereinafter expressed, which estate, and interest, will result from the restrictions hereby imposed upon the use of said Property by said Grantor, and to that end and for the purposes of accomplishing the intent of the parties hereto, said Grantor covenants on behalf of itself, its heirs, successors, and assigns, with the said Grantee, its successors and assigns, to do and refrain from doing severally and collectively upon the Grantor's Property the various acts hereinafter mentioned.

A. PROPERTY SUBJECT TO AMENDED EASEMENT. The portion of the Property of the Grantor hereinabove referred to and to which the provisions of this instrument apply is situated in the County of Monterey, State of California, and is particularly described and depicted in Exhibit "C", attached hereto, and made a part hereof, and is the CSE Area (as previously defined). At the request of Grantee, angle points of easement boundaries shall be permanently marked or monumented with surveyors' pipe or similar prior to commencement of grading so that the CSE Area can be easily identified both during and after construction.

B. RESTRICTIONS. Except as otherwise provided herein, the restrictions hereby imposed upon the use of the CSE Area by the Grantor and the acts which Grantor shall refrain from doing upon the CSE Area in connection herewith are, and shall be, as follows:

1. That no structures will be placed or erected upon said CSE Area.

2. That no advertising of any kind shall be located on or within the CSE Area except directional, warning, traffic, and for sale or rent signs.

3. That the Grantor shall neither plant nor permit to be planted any vegetation in the CSE Area, except plants both native to Del Monte Forest and approved by the County and Grantee. Periodic efforts to control invasive non-native plants within the easement area are encouraged.

4. That except for maintenance of existing roads and pedestrian trails, the general topography of the landscape shall be maintained in its present condition and no excavation or topographic changes shall be made.

5. That Grantor shall not materially alter the landscape or other attractive scenic features of the CSE Area other than the uses specified above.

6. Grantor shall provide Grantee with copies of all Site and Construction Plans (e.g. Site, Grading, Utility, Drainage, Erosion Control, and Landscape plans, etc.) showing the location of existing and proposed facilities of the materials and specifications for proposed grading and construction within and immediately adjacent to the CSE Area. Grantor shall provide Grantee with advance notice whenever maintenance or construction activities will occur within or immediately adjacent to the Easement. At least 30 days prior to starting construction activities within or immediately adjacent to the CSE Area, Grantor shall hand deliver or mail Grantee, at Grantee's official place of business, plans describing the scope and location of the proposed construction sufficient for Grantee to determine whether the construction work is likely to impact the CSE Area.

C. EXCEPTIONS AND RESERVATIONS. The following are excepted and reserved to the Grantor with the understanding that the purpose of the easement is to preserve, to the most feasible extent, the native Monterey cypress habitat, the coastal scrub habitat, the public viewshed from 17-Mile Drive, and the natural vegetation and topography. Additionally, all exceptions and reservations of Grantor shall minimize disturbance to these features using the best available technologies and practices to be

implemented consistent with the objectives, purposes, and conditions of this easement in consultation with Grantee.

1. The right to maintain and repair such utility service connections as are necessary to serve the property.

2. The use and occupancy of the CSE Area consistent with the conditions and restrictions herein imposed.

3. Fuel management of vegetation within the CSE Area in accordance with fire safety fuel management regulations currently adopted by California State Law. Such activity shall not be permitted to harm or degrade the environmentally sensitive habitat.

4. Restoration activities within the CSE Area in accordance with the Landscape Plan, the Monterey Cypress Habitat Restoration Plan, and the Mitigation and Monitoring Reporting Plan approved with the Permit on file with Monterey County HCD-Planning.

5. Low intensity recreational uses such as hiking and picnicking in the CSE Area which is not inconsistent with the habitat goals of this CSE Deed.

D. SUBJECT TO APPLICABLE LAWS. Land uses permitted or reserved to the Grantor by this instrument and any amendment to this CSE Deed shall be subject to all applicable laws regulating the use of land.

E. BENEFIT AND BURDEN. This grant of this CSE Deed shall run with and burden the Property, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be effective limitations on the use of the Property from the date of recordation of this document and shall bind the Grantor and or all its successors and assigns. This grant shall benefit Grantee on behalf of the County and its successors and assigns forever. This grant shall further benefit the County of Monterey in the event that the Grantee is unable to adequately manage the conservation and scenic easement for the intended purpose of scenic and visual resource protection.

F. RIGHT OF ENTRY. The Grantee or its agent may enter onto the Property to ascertain whether the use restrictions set forth above are being observed at times reasonably acceptable to the Grantor. The public may not enter onto the Property.

G. ENFORCEMENT. Any act or any conveyance, contract, or authorization whether written or oral by the Grantor which uses or would cause to be used or would permit use of the CSE Area contrary to the terms of this grant of easement will be deemed

a breach hereof. The Grantee or the County may bring any action in court necessary to enforce this grant of easement, including, but not limited to, injunction to terminate a breaching activity and to force the restoration of all damage done by such activity, or an action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that the Grantee or the County may pursue any appropriate legal and equitable remedies. The Grantee or the County shall have sole discretion to determine under what circumstances an action to enforce the terms and conditions of this grant of easement shall be brought in law or in equity. Any forbearance on the part of the Grantee or the County to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's or the County's rights regarding any subsequent breach.

H. MAINTENANCE. The Grantee or the County shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the Property or any interest or easement created by this easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the Grantor, except for costs incurred by the Grantee or the County for monitoring compliance with the terms of this easement.

I. LIABILITY AND INDEMNIFICATION. This conveyance is made and accepted upon the express condition that the Grantee, the County, and their agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee or the County, while in, upon, or in any way connected with the Property, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, the County, and their agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. The Grantee and the County shall have no right of control over, nor duties and responsibilities with respect to the Property which would subject the Grantee or the County to any liability occurring upon the Property by virtue of the fact that the right of the Grantee to enter the Property or CSE Area is strictly limited to preventing uses inconsistent with the interest granted, the Property is not "property of a public entity" or "public property," and Grantee's rights herein do not include the right to enter the Property

or CSE Area for the purposes of correcting any "dangerous condition" as those terms are defined by California Government Code Section 830.

J. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this conveyance shall be binding upon and inure to the benefit of the successors and assigns of both the Grantor and the Grantee and the County, whether voluntary or involuntary.

K. CONSTRUCTION OF VALIDITY. If any provision of this conservation and scenic easement is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

L. QUITCLAIM OF PRIOR SCENIC EASEMENT. Subject to execution of this CSE Deed, Grantee and County hereby quitclaim that certain Scenic Easement Deed recorded in the Official Records of Monterey County on August 19, 2004 as Document No. 2004087472 to Grantor, in favor of this CSE Deed.

Executed this 6th day of September, 2023 at Bentonville, Arkansas ~~California.~~

Feather Cypress, LLC, a Delaware Limited Liability Company

By: _____ (Signature)

Michael Evans, Vice President

Vice President, Feather Cypress, LLC

By: _____ (Signature)

_____ (Print or Type Name and Title)

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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~~ ARKANSAS)
) SS.
COUNTY OF ~~MONTEREY~~ BENTON)

On September 6, 2023 before me, LETA L. HARRISON, a Notary Public, personally appeared MICHAEL EVANS, 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~~ ARKANSAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Leta L. Harrison

LETA L. HARRISON
Notary Public-Arkansas
Washington County
My Commission Expires 06-27-2027
Commission # 12361112

(Seal)

CONSERVATION AND SCENIC EASEMENT DEED
SIGNATURE CONTINUATION PAGE

GRANTEE:

Accepted and Authorized to be Recorded by the Del Monte Forest Conservancy:

DEL MONTE FOREST CONSERVANCY, INC.
A Nonprofit California Corporation

By: D Eastman Dated: 8/31/2023

Print Name: Don Eastman

Title: President

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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 August 31, 2023 before me, Emily No, a Notary Public, personally appeared Don Eastman, 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 E Nolan

EMILY NO
Notary Public - California
Monterey County
Commission # 2436686
My Comm. Expires Jan 31, 2027

(Seal)

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated _____, **2023** from **Feather Cypress LLC, a Delaware Limited Liability Company** to the County of Monterey, a political corporation and/or governmental agency is hereby accepted by order of the Board of Supervisors on _____, (or by the undersigned officer or agent on behalf of the County of Monterey pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____,) and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____.

_____
Luis A. Alejo
Chair, Monterey County Board of Supervisors

ATTEST:
DATED: _____.

_____
Valerie Ralph
Clerk of Said Board

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)

Document Form/Content Acceptable:
Leslie J. Girard, County Counsel

By: _____ DATED: 9-19-23

Type/Print Name: Robert I. Brayer, Deputy County Counsel

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 008-462-008

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A portion of the El Pescadero Rancho, in the County of Monterey, State of California, described as follows:

Commencing at the Southwesterly corner of Lot 88, as shown on the Amended Map of Pebble Beach, recorded October 13, 1911 in Book 2, Maps of "Cities and Towns"; at Page 31, in the Office of the County Recorder of the County of Monterey, State of California; and running thence, N. 72° 12' 15" W., 94.23 feet to a point on the Westerly sideline of 17 Mile Drive (40.00 feet wide). Said point being the Southeasterly corner of that certain Parcel of land described in Grant Deed recorded on September 27, 1982, Series Number G38801, of Official Records. Said point also being the point of beginning for the property herein described; thence along the Westerly line of 17 Mile Drive, N. 47° 06' 15" W., 153.70 feet; thence S. 31° 13' 00" W., 320.00 feet, more or less, to a point on the ordinary high tide line of the Bay of Carmel; thence Southerly along said high tide line to a point which bears S. 34° 45' 00" W., 280.00 feet more or less from the point of beginning; thence N. 34° 45' 00" E., 280.00 feet, more or less, to the point of beginning.

PARCEL II:

That portion of the El Pescadero Rancho, in the County of Monterey, State of California, described as follows:

Beginning at a point which bears 11.05 feet North, and 99.05 feet West from the Southeast corner of Lot 87, as shown on amended map of Pebble Beach, recorded October 13, 1911 in Book 2, Maps of "Cities and Towns", at Page 31, Official Records of Monterey County, California; thence

(1) South 38° 45' West, 167.63 feet to the bank of the Pacific Ocean; thence,

(2) North 47° 08' 30" West, 88.65 feet; thence

(3) North 66° 46' 30" West, 263.87 feet; thence

(4) North 34° 45' East, 239.33 feet; thence,

(5) South 47° 06' 15" E., 245.42 feet; thence tangentially,

(6) On a curve to the left, having a radius of 240.00 feet an arc distance of 51.55 feet; thence, tangentially,

(7) South 59° 24' 40" East, 63.81 feet to the point beginning.

EXHIBIT B

Before the Planning Commission
in and for the County of Monterey, State of California

In the matter of the application of:
FEATHER CYPRESS LLC (PLN210276)
RESOLUTION NO. 23-004
Resolution by the Monterey County Planning Commission:

1) Adopting a Mitigated Negative Declaration pursuant to Section 15074 of the CEQA Guidelines; and
2) Approving a Combined Development Permit consisting of a:
   a. Coastal Administrative Permit and Design Approval to allow the demolition of an existing 17,992 square foot single-family dwelling with an attached two-car garage, a detached 3,797 square foot gym, a 972 square foot covered walkway, and sheds totaling 433 square feet; and the construction of a 7,767 square foot single-family dwelling with an attached two-car garage, 882 square foot basement, 712 square foot pool house, 1,114 square foot pool, and a 319 square foot spa;
   b. Coastal Development Permit to allow development within 750 feet of known archaeological resources;
   c. Coastal Development Permit to allow development within an environmentally sensitive habitat area (indigenous Monterey cypress habitat and coastal bluff scrub);
   d. Coastal Development Permit to allow development within 50 feet of a coastal bluff; and
   e. Minor and Trivial amendment to a previously approved permit (PLN200068, Zoning Administrator Resolution No. 21-008), to delete Condition 8 requiring recordation of a Conservation and Scenic Easement; and
3) Adopting a Mitigation Monitoring and Reporting Plan.

[PLN210276 FEATHER CYPRESS LLC, 3256 17 Mile Drive, Pebble Beach, Del Monte Forest Land Use Plan (APN: 008-462-008-000)]

The Feather Cypress LLC application (PLN210276) came on for a public hearing before the Monterey County Planning Commission on January 25, 2023. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented the Monterey County Planning Commission finds and decides as follows:

FINDINGS

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

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

- the 1982 Monterey County General Plan;
- Del Monte Forest Land Use Plan;
- Monterey County Coastal Implementation Plan Part 5, Regulations for Development in the Del Monte Forest Land Use Plan Area; and
- Monterey County Zoning Ordinance (Title 20).

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

b) Allowed Use. The property is located at 3256 17-Mile Drive, Pebble Beach (Assessor's Parcel Number 008-462-008-000), Del Monte Forest Land Use Plan, Coastal Zone. The parcel is zoned Low Density Residential, 2 acres per unit, with a Design Control Overlay (Coastal Zone) [LDR/2-D (CZ)], which allows which allows development of single-family dwellings and non-habitable accessory structures such as garages and pool houses as principally allowable uses, subject to a Coastal Administrative Permit. (Title 20 Sections 20.14.040.A. and 20.14.040.F.).

The project proposes:

- demolition of the existing 17,992 square foot single-family home with an attached two-car garage, 3,797 square foot gymnasium, and three sheds; and
- construction of a new 7,767 square foot single-family dwelling with an attached two-car garage, 882 square foot basement, and 712 square foot pool house; and
- site improvements, including new driveways and paths, a 1,114 square foot pool, and a 319 square foot spa.

Therefore, the project is an allowed land use for this site.

c) Lot Legality. The 2.8-acre lot is identified as Parcel 8, within in Assessor's Map Book 8, Page 46. A Lot Line adjustment (File No. 82-38) was approved in December, 1982 and is recorded in Volume 13 of "Surveys." The approved Lot Line Adjustment shows the current parcel boundaries and configuration. Therefore, the County recognizes the subject property as a legal lot of record.

d) Visual Resources. See Finding No. 5 for discussion of consistency with policies and regulations protecting visual resources.

e) Development Standards. The site development standards for the base LDR zoning are found in Title 20 section 20.14. The project is consistent with the minimum setback, maximum height, maximum building coverage, and maximum floor area requirements.

The minimum setbacks for main structures are 30 feet (front), 20 feet (side), and 20 feet (rear). The home proposes a front setback of 32 feet, a west side setback of 156 feet, and a rear setback of 94 feet. The east side setback is not dimensioned, however, the home is west of the pool house, meaning that the setback is greater than 36 feet.

The minimum setbacks for accessory structures are 50 feet (front), 6 feet (side), and 1 foot (rear). The pool house proposes a 50 feet front setback, a 36 foot east side setback, and a 79 foot rear setback. The proposed west side setback is not dimensioned, however, the pool house is east of the main home, meaning that the west side setback is greater than 156 feet.

The maximum main structure height is 30 feet and maximum accessory structure height is 15 feet, and the proposed home is 19 feet 6 inches, and proposed pool house is 15 feet.

The maximum allowable building coverage is 15% (18,295 square feet), while the proposed building coverage is 9.5% (11,586 square feet). The maximum allowable floor area is 17.5% (21,344 square feet) while the proposed floor area is 8.2% (9,969 square feet).

f) Forest Resources. No tree removal is proposed. Measures for the protection of trees and habitat have been incorporated. Mitigation Measure No. 1, including exclusionary fencing, a pre-construction training, and on-going monitoring by a qualified arborist/forester during construction, have been applied to protect.

g) Hazardous Areas. See Finding No. 3 for discussion of consistency with DMF LUP policies and regulations governing development in hazardous areas.

h) Historical Resources. DMF LUP Policy 57 encourages timely identification and evaluation of archaeological and historical resources so that they may be given full considering during the conceptual design phase of projects. Consistent with this policy, a historical report (LIB220005) was prepared for the property which evaluated the historicity of the property. The property is developed with an approximately 17,992 square foot single-family home, designed by George Washington Smith in the Spanish Colonial Revival style and constructed in 1924. The association of this style would place it within the period of prominence for Mediterranean revival architecture in the 1919-1945 time period according to the Pebble Beach Historic Context statement. Therefore, should it have retained integrity the home would have been significant both as a representation of the trend of Spanish Colonial Revival Architecture in pebble beach and as a notable example

of the work of George Washington Smith. Neither the gymnasium or accessory dwelling unit were considered significant or contributing to the historical character of the site, due to their more recent modifications.

For a property to be considered a historical resource, it must contain both significance and integrity. The home has undergone numerous alterations, most notable of which beginning the 70's, which compromised its integrity such that it no longer conveys its significance and no longer retains its core historically defining features. As the property does not retain integrity, it cannot be considered a historical resource, and its demolition would not impact historical resources. The project was referred to the Historic Resources Review Board (HRRB) for review. The historical report (LIB220005) prepared by Seth A. Bergstein and concurring opinions that the site had lost its integrity from Kent L. Seavey, Page & Turnbull, and Marc Appleton and Anthony Kirk were provided to the HRRB, as well as a petition opposing the demolition of the home. By a vote of 6-0 with 1 absent, the HRRB adopted a resolution finding the site was not eligible for listing on the Monterey County Register of Historic Resources and recommending approval of the project.

i) Archaeological Resources. Pursuant to DMF LUP Policy 58, an archaeological report (LIB220001) was prepared by Susan Morley to evaluate the potential of the project to impact archaeological resources. The report included archival research, a field reconnaissance, and subsurface testing for cultural resources. The archival research identified that in 1988, Charles Smith prepared a report for the accessory dwelling (at that time caretaker) unit. That report did not identify any evidence of archaeological resources in proximity to the unit. In 1990, Breschini and Haversat prepared a report for the expansion of the gym, which identified fragmentary abalone shell in the area. The current Archaeological observation of the geotechnical bores did not reveal any evidence of cultural materials. The archaeologist also conducted four hand augers near the area proposed for development. The augers revealed sparse abalone shell fragments. No other cultural constituents were noted.

Mitigation Measure No. 5 is recommended, which would require establishment of an exclusionary fence along the hardscape path to prevent disturbance beyond the limits shown in the plan. Due to the presence of shell in the area, there is the potential for the site to contain resources. Therefore, Mitigation Measure No. 5 also requires cultural awareness training for construction personnel and archaeological monitoring during grading and excavation activities, and the County's standard Condition No. 3 has been applied, requiring work be halted and the coroner be contacted if any human remains are discovered. This Mitigation Measure and condition reduce potential impacts to archaeological resources to a less than significant level.

j) Environmentally Sensitive Habitat Area (ESHA). See Finding No. 4 for consistency with applicable policies and regulations protecting environmentally sensitive habitat areas.

k) Land Use Advisory Committee (LUAC) Review. County staff referred the project to the Del Monte Forest Land Use Advisory Committee (LUAC) for review. The LUAC reviewed the project on February 17, 2022 and voted 6-0 with 1 absent and 1 abstention to recommend approval of the project contingent on review and concurrence from the Historic Resources Review Board (HRRB) that the property was not historical.

l) The project planner conducted a site inspection on October 13, 2021 to verify that the project on the subject parcel conforms to the plans listed above.

m) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

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

EVIDENCE:

a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau, and Pebble Beach Community Services District (CSD). County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations, and there has been no indication from these departments/agencies that the site is not suitable for the development. Conditions recommended have been incorporated.

b) The following reports were prepared to assess the geological and geotechnical suitability of the site for development; and the potential for the development to impact biological, forest, historical, and archaeological resources:

- Geologic and Coastal Bluff Recession Assessment Report, dated October 12, 2021 (Monterey County Document No. LIB220003), prepared by Haro, Kasunich and Associates, Inc., Watsonville, California;
- Geotechnical Investigation, dated October 12, 2021 (Monterey County Document No. LIB220004), prepared by Haro, Kasunich and Associates, Inc., Watsonville, California;
- Biological Assessment, dated October 28, 2021 (Monterey County Document No. LIB220002), prepared by Fred Ballerini Horticultural Services, Pacific Grove, California;
- Tree Resource Assessment and Forest Management and Cypress Restoration Plan, dated January 5, 2022 (Monterey County Document No. LIB220026), prepared by Ono Consulting, Pacific Grove, California;
- Phase 1 Historic Assessment, dated May 5, 2020 (Monterey County Document No. LIB220005), prepared by Past Consultants LLC, Petaluma, California; and

- Preliminary Cultural Resources Reconnaissance and Phase II Auger Testing for the Feather Cypress, LLC property, dated August 8, 2021 (Monterey County Document No. LIB220001), prepared by Susan Morley, M.A., Register of Professional Archaeologists, and Brenna Wheelis, Marina, California.

County staff independently reviewed these reports and concurs with their conclusions. There are no physical or environmental constraints that would indicate that the site is not suitable for the use. All development shall be in accordance with these reports.

c) Staff conducted a site inspection on October 13, 2021 to verify that the site is suitable for this use.

d) See also supporting Finding No. 3.

e) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

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

EVIDENCE:

a) The project was reviewed by HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau, and Pebble Beach Community Services District (CSD). The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

b) Necessary public facilities will be provided. The property is and will continue to be served by the California American Water Company (Cal Am) for potable water and the Pebble Beach Community Services District (CSD) for sewer. The applicant submitted a Monterey Peninsula Water Management District (MPWMD) residential release form verifying that the proposed water use, calculated based on MPWMD fixture counts, is less than the existing water use.

c) In accordance with DMF LUP Hazards Policy 46 and CIP Section 20.147.060.A.1., geological (LIB220003) and geotechnical (LIB220004) reports were prepared to assess the suitability of the site for development and address geological hazards on the properties. The reports concluded that the site was suitable for development given that the recommendations within them were followed. These included recommendations on site grading, foundation design, and surface drainage. Staff are recommending that the County's standard notice of report condition be applied for each report (Condition Nos. 8 and 9) to ensure that geological and geotechnical recommendations are followed.

d) Pursuant to CIP section 20.147.060.B.6., new development (in this case re-development) is required to avoid the need for shoreline armoring over the development's lifetime, and habitable structures are required to be sited outside of areas subject to storm wave run-up. The project is

consistent with the CIP section, as discussed in evidence "e" through "g" below.

e) The County does not have a regulatory standard establishing the lifetime of development for different land uses, however the advisory 2018 Sea Level Rise Policy Guidance document prepared by the California Coastal Commission indicates a minimum of 75 years as the long-range evaluation horizon for the life of a structure.

f) The project geologist concluded that, based on historical bluff erosion information, bluff retreat would be between 5 and 10 feet over the next 75 years. Climate change and sea level rise accelerates bluff retreat, so an additional 5 feet was added to account for this. Finally, a safety factor of 10 feet was added to account the inherent imprecision of evaluating future coastal erosion, and to create a buffer zone from the bluff edge to proposed building foundations in the future scenario (year 2097). This produced a total recommended setback of 25 feet from the current bluff edge. All proposed structures are outside of this recommended bluff setback, so the development has been sited in a location that is not anticipated to require armoring over the life of development.

g) The impacts of ocean wave run-up (storm surges) were observed around the 48 – 52 foot elevation above sea level (NAVD 88). The geological report concludes that wave run-up will rise by the amount of sea level rise that occurs within the life of the structures. If the 2018 Sea Level Rise Policy Guidance "Medium – High Risk Aversion" figures are used, the sea level would rise between 5.5 and 6.9 feet by 2100, which would be an elevation between 53.5 to 58.9 feet above sea level. The lowest finish floor (the lower floor/basement of the single-family home) is proposed with a finish floor elevation of 62 feet, higher than both of these figures.

h) Staff conducted a site inspection on October 13, 2021 to verify that the site is suitable for this use.

i) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

4. FINDING: **ENVIRONMENTALLY SENSITIVE HABITAT AREA** – The project minimizes impacts on environmentally sensitive habitat areas in accordance with the applicable goals, policies, and regulations contained in: the Del Monte Forest Land Use Plan (DMF LUP); Monterey County Coastal Implementation Plan (CIP) Part 5, Regulations for Development in the Del Monte Forest Land Use Plan area; and Monterey County Zoning Ordinance (Title 20).

EVIDENCE: a) The project includes an application for development within 100 feet of Environmentally Sensitive Habitat Areas (ESHA). In the DMF LUP, designation of ESHA is context dependent, relying both on current evaluation of existing resources and the sensitivity of habitats and species at the time of development consideration. The property has two distinct ecosystems, Monterey cypress forest and coastal bluff scrub, which overlap in an "ecotone", which has biotic characteristics of both habitat areas. The Monterey cypress is designated as ESHA and

protected by DMF LUP Policy 20. North coastal bluff scrub is considered ESHA by the California Coastal Commission, recognized as a threatened plant community by the California Department of Fish and Wildlife, and classified as a community "rare and worthy of consideration" by the California Natural Diversity Database (CNDDB), and in this case includes individually sensitive species including Sea-cliff Buckwheat, a host plant for the federally endangered Smith's Blue Butterfly, and a single Ocean bluff milkvetch, a sensitive plant species. Therefore, the coastal bluff scrub on the site is appropriately categorized as ESHA.

b) The DMF LUP key policy recognizes that the habitats of the Del Monte Forest are unique, limited, and fragile resources that are sensitive and important biologically, and that enrich Del Monte Forest enjoyment for residents and visitors alike. Accordingly, these habitats should be protected, maintained, and, where possible, enhanced and restored. This project conforms with this key policy as: the proposed development has been sited and designed to be within the existing development footprint, minimizing potential impact to habitat areas. Detailed best management practices are incorporated through Mitigation Measures No. 1 and 2 to ensure that the habitats are protected through construction and implementation of Mitigation Measures no. 3 and 4 will ensure that invasive weeds are removed from the property and approximately 33,600 square feet of sensitive habitat area are restored.

c) Protection of Indigenous Monterey cypress habitat is specifically addressed in DMF LUP policy 20, and in implementing regulations for this policy contained in CIP section 20.147.040.D.2. The project is consistent with this policy and these implementing regulations as the project proposes development that is confined to areas where existing structures and hardscapes exist.

d) In accordance with CIP section 20.147.040.D.2.(a), coordinated biological (LIB220002) and forest management (LIB220026) reports were prepared to assess the potential of the project to impact sensitive habitat areas and species.

e) CIP section 20.147.040.D.2.(b) requires that all development in and adjacent to cypress forest be carefully sited and designed to avoid adverse impacts to cypress habitat. This includes measures recommended in the biological/forestry reports to protect and enhance Monterey cypress habitat values. The project incorporates the best management practices recommended in the biological forestry reports to protect and enhance the habitat area:
   - Mitigation Measure No. 1 requires wrapping tree trunks with protective material, establishment of protective exclusionary fencing areas, a pre-construction biological training, on-going monitoring during construction by a qualified arborist or forester, and remediation if any trees are inadvertently harmed during construction.
   - Mitigation Measure No. 3 requires eradication of invasive species onsite; and
   - Mitigation Measure No. 4 requires preparation, execution, and monitoring of a restoration plan, which would restore approximately

33,607 square feet of environmentally sensitive habitat area, inclusive of 14,619 square feet of Monterey Cypress forest habitat and ecotone, and 18,988 square feet of coastal bluff scrub habitat. This is in addition to the approximately 16,783 square feet of restoration from the area required to be restored in Condition No. 8 of Zoning Administrator Resolution No. 21-008 (PLN200068), which allowed alterations to the existing accessory dwelling unit. For this reason, this permit incorporates an amendment to that resolution, deleting Condition No. 8 and replacing and incorporating the conservation easement requirement in Mitigation measure No. 4 of this resolution.

f) CIP section 20.147.040.D.2.(c) provides detailed development criteria in Monterey cypress forest habitat. Per paragraph one of 20.147.040.D.2.(c)(2), development on already developed lots is allowed if it is also sited within existing legally established structural/hardscape area and outside of the critical habitat, which is the case for this project. New or modified development outside of the existing legally established structure/hardscape area would be allowable if it complies with the findings of 20.147.040.D.2.(c)(2)(a) – (g), however, these findings are not applicable as all development is within the existing structural/hardscape area.

g) Previous iterations of the design did include impervious native soil paths outside of the development area. However, as indicated in revised plan sheet A0.6 submitted on November 7, 2022, these paths have been removed to assure consistency with the CIP regulations. This sheet is Attachment 2 to the permit resolution, and the other site plans would need be updated for consistency with this sheet prior to building permit issuance for the building permit to be determined to be in substantial conformance with the planning approval.

h) In accordance with DMF LUP Policies 20 and 13, the project has been conditioned to require a conservation and scenic easement be placed to protect all areas outside of the proposed development footprint.. See Finding No. 6 for further discussion of the easement condition.

i) DMF LUP Policy 8 indicates that environmentally sensitive habitats shall be protected against significant disruption in habitat values. Addressing this policy in the context of bluff scrub, Mitigation Measure No. 2 is incorporated, which requires that protective fencing be installed around existing Sea Cliff Buckwheat and intact coastal bluff scrub habitat areas to protect them during construction. Additionally, invasive species eradication is required and will be coordinated with the project biologist (Mitigation Measure No. 3). Sediment control devices will also be installed along the perimeter of the building envelope to prevent construction runoff from impacting bluff scrub habitat and the ocean.

j) To protect coastal habitat areas, DMF LUP Policy 25 requires a setback/buffer of at least 100 feet from the edge of mean high water tide line. While the mean high water tide line is not precisely denoted, all proposed structures appear greater than 120 feet from the pacific ocean, and proposed structures are further from the ocean than the existing structures. Portions of the existing hardscape appear within this 100 foot

buffer, however, these areas are existing and not being modified by the project.

k) While no tree removal is proposed, the biological report (LIB220002) identified potential from construction activities to impact nesting birds. To address this, Condition No. 12 requiring a bird nesting survey if demolition or ground disturbance commences between February 1 and September 15 is incorporated.

l) Staff conducted a site inspection on October 13, 2021 to verify ESHA locations and potential project impacts to ESHA.

m) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

5. **FINDING:** **VISUAL RESOURCES** – The project is consistent with the applicable policies to protect Visual Resources in the Del Monte Forest Land Use Plan (DMF LUP) and with implementing regulations in the Monterey County Coastal Implementation Plan (CIP).

EVIDENCE:

a) The project is subject to the Visual Resources protection policies of the Del Monte Forest Land Use Plan (DMF LUP), implementing regulations in Part 5 of the Monterey County Coastal Implementation Plan (CIP), and the Design Control "D" zoning overlay district, which requires a design review of structures and fences to assure protection of the public viewshed and neighborhood character.

b) The homes design is consistent with the surrounding neighborhood character:

- The colors and material palette includes limestone, bronze roofing and window frames, and a cypress soffit, natural materials consistent DMF LUP Policies 52 and 53, that development harmonize with the natural setting and be designed to subordinate and blend into the environment; and
- The substantial reduction in height and massing from the existing home, from 32 feet and 7 inches to 19 feet and 6 inches, helps subordinate the design to the surrounding forest.

c) DMF LUP Land Use and Development Policy 84 indicates that a minimum of a 100 foot setback from the centerline of 17-Mile drive shall be maintained to screen development from public views, unless "otherwise screened by vegetation and/or terrain, and the screening terrain/vegetation is required to be maintained and/or enhanced in perpetuity for screening and public viewshed enhancement purposes." In this case, the proposed home is approximately 52 feet from the centerline of 17-mile drive at the closest point. However, such encroachment into the setback is appropriate in this case as moving development further from 17 Mile Drive could conflict with bluff and habitat policies. The project is consistent with applicable visual policies as it proposes:

- A 6 foot tall fence which will screen the proposed project from view from 17-Mile Drive and runs for 420 lineal feet;
- "Viewshed" fencing along 3 points on 17-Mile drive, totaling 103 feet, which are sited to increase blue ocean views from 17-Mile Drive, enhancing the public viewshed; and

- Approximately 33,600 square feet of habitat restoration. In addition to its ecological value, the cypress forest and scrub habitats will screen the proposed structures and enhance the public viewshed, and be required to be maintained in perpetuity in accordance with Landscaping Restoration Plan Condition No. 6.

d) Staff conducted a site inspection on October 13, 2021 to assess the potential of the project to impact Visual Resources.

e) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

6. FINDING: **MINOR & TRIVIAL AMENDMENT** – The proposed modification to Coastal Development Permit PLN200068 (Zoning Administrator Resolution No. 21-008) to replace Condition No. 8 of that permit with Condition No. 20 attached is generally keeping with the action of the Zoning Administrator and does not create any additional impacts not assessed in the original permit action.

EVIDENCE: a) On August 14, 2003, the Zoning Administrator approved Resolution No. 020582 allowing construction of a three-car garage attached to an existing caretaker unit on the north of the property. As part of making a finding of consistency within DMF LUP Policy 84, which restricts development within 100 feet of the centerline of 17-Mile Drive to protect the viewshed, PLN020582 required a Scenic Easement by conveyed to the County over areas within 100-feet of the centerline of 17-Mile Drive, excepting existing and approved development. This easement was recorded in Monterey County Recorder document No. 2004087472.

b) On February 25, 2021, the Zoning Administrator approved PLN200068 (Zoning Administrator Resolution No. 21-008). Condition No. 8 of this permit requires that the applicant amend the 2004 Scenic Easement to encompass all areas outside of existing and approved development, not just those within 100-feet of the centerline of 17-Mile Drive, excepting existing and approved development, and enumerate that the amended Conservation and Scenic Easement is intended to preserve the indigenous Monterey cypress habitat in addition to protect the viewshed. This was done to ensure consistency with DMF LUP Policy 20. Draft easement language and a diagram depicting the existing and approved development were prepared for PLN200068 Condition No. 8, however, a new easement has not been recorded.

c) On December 20, 2021, the applicant submitted for a Combined Development Permit to demolish the main residence and build a new one. DMF LUP Policy 20 requires conservation and scenic easements for all undeveloped areas on the site. As the project involves a reduction in hardscape, a new easement condition is required.

d) This permit would delete the conservation and scenic easement condition from the 2021 project (PLN200068) and adds a new condition increasing the size of the easement to encompass the habitat areas being restored as part of this project and incorporating the areas previously

proposed for conservation. This amendment avoids redundancy and consolidates actions following approval.

e) The timing of Condition No. 20 would allow final recording of the amended easement to be completed prior to final inspection of the home, rather than final inspection of the accessory dwelling unit.

f) Both conditions would require a Conservation and Scenic Easement over all areas excepting existing and approved development, so the amended condition is still in line with the decision of the Zoning Administrator and would not create any additional environmental impacts.

g) None of the other conditions of PLN200068 are being modified. PLN200068 remains the operative permit for the accessory dwelling unit and its attached garage.

h) While the appropriate authority to consider Minor and Trivial Amendments would typically be the Chief of Planning, in accordance with Title 20 Section 20.70.105.A., the Combined Development Permit process allows multiple discretionary entitlements to be considered concurrently.

i) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

7. **FINDING:** **CEQA (Mitigated Negative Declaration)** – On the basis of the whole record before the Monterey County Planning Commission, there is no substantial evidence that the proposed project as designed, conditioned and mitigated, will have a significant effect on the environment. The Mitigated Negative Declaration reflects the independent judgment and analysis of the County.

EVIDENCE:

a) Pursuant to Public Resources Code Section 21083, and California Environmental Quality Act (CEQA) Guidelines Sections 15063(a) and 15063(b)(2), the Lead Agency shall conduct environmental review in the form of an Initial Study to determine if the project may have a significant effect on the environment and shall prepare a Negative Declaration if there is no substantial evidence that the project or any of its aspects may cause a significant effect on the environment.

b) County of Monterey as Lead Agency, through HCD-Planning, prepared an Initial Study pursuant to CEQA. The Initial Study is on file in the offices of HCD-Planning and is hereby incorporated by reference (Planning File No. PLN210276).

c) There is no substantial evidence, based upon the record as a whole, that the project may have a significant effect on the environment. The Initial Study identified potentially significant effects to biological, cultural, and tribal cultural resources, but the applicant has agreed to mitigation measures that avoid the effects or mitigate the effects to a point where clearly no significant effects would occur. Based upon the analysis of the Initial Study, HCD-Planning prepared a Mitigated Negative Declaration. Mitigation measures have been made conditions of approval of this project.

d) The Draft Initial Study and Mitigated Negative Declaration for HCD-Planning File No. PLN210276 was prepared in accordance with the

CEQA Guidelines; filed with the County Clerk on November 21, 2022; and circulated for public review from November 21, 2022 to December 21, 2022 (SCH No. 2022110478). No public comments were received during the circulation period.

e) Resource areas that were analyzed in the Draft Initial Study/Mitigated Negative Declaration included: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards/Hazardous Materials, Hydrology/Water Quality, Land Use Planning, Noise, Tribal Cultural Resources, and Wildfire.

f) Evidence that has been received and considered includes: the application, technical studies/reports, staff reports that reflect the County's independent judgment, and information and testimony presented during public meetings and hearings. These documents are on file in HCD-Planning (Planning File No. PLN210276) and are hereby incorporated herein by reference.

g) The County identified less than significant impacts to Aesthetics, Air Quality, Geology and Soils, Greenhouse Gas Emissions, Hazards/Hazardous Materials, Hydrology/Water Quality, Land Use Planning, Noise, and Wildfire.

h) The County identified potentially significant impacts to Biological Resources. Mitigation measures have been incorporated that reduce the identified impacts to a level of less than significant.

i) Mitigation Measure No. 1 through 4 would reduce potentially significant impacts to biological resources by:
   - Requiring best management practices to protect Monterey cypress be followed including a pre-construction training, establishment of protective fencing, monitoring by a qualified arborist or forester, and monitoring during construction; and
   - Requiring protective fencing and sediment control to protect Seacliff Buckwheat and Bluff Scrub habitat during construction and requiring coordination between a qualified biologist and the invasive species removal contractor to ensure site work doesn't harm this habitat;
   - Requiring removal of invasive species on the site; and
   - Requiring a restoration plan and five years of monitoring by a qualified biologist for the onsite restoration activities.

   Together these will ensure construction doesn't inadvertently harm biological resources and that the post construction habitat restoration efforts are undertaken in a manner that will improve the habitat.

j) The County identified potentially significant impacts to Cultural and Tribal Cultural Resources.

   Mitigation Measures No 5 and 6 reduce impacts to Cultural and Tribal Cultural Resources to a less than significant level by:
   - Requiring cultural awareness training for construction personnel, establishment of a protective fence along the south of the property, and archaeological monitoring during grading and excavation; and
   - Requiring that a tribal monitor approved by the appropriate tribal authority traditionally and culturally affiliated with the area be onsite to observe all project related grading and excavation. The monitor

shall have the authority to temporarily halt work to examine any potentially significant cultural materials or features.

The exclusionary fence protects this area from disturbance, while the other measures ensure that if any previously unidentified cultural resources are uncovered, construction crews are able to identify them, and that they are treated with appropriate dignity and respect.

k) Pursuant to Public Resources Code Section 21083.2 et seq., County of Monterey HCD–Planning staff initiated AB52 consultation with local Native American tribes on July 22, 2022. Notice was provided to the Ohlone/Costanoan-Esselen Nation, Esselen Tribe of Monterey County, and KaKoon Ta Ruk Band of Ohlone-Costanoan informing them the project and their ability to request a consultation. None of the notified tribal groups requested a consultation. However, due to the known sensitivity of the site to archaeological resources and overlap between archaeological and tribal cultural resources, Mitigation Measure No. 6 has been applied, which requires that a tribal monitor approved by the appropriate tribal authority traditionally and culturally affiliated with the area be onsite to observe all project related grading and excavation. The monitor shall have the authority to temporarily halt work to examine any potentially significant cultural materials or features.

l) All project changes required to avoid significant effects on the environment have been incorporated into the project and/or are made conditions of approval. A Condition Compliance and Mitigation Monitoring and/or Reporting Plan has been prepared in accordance with Monterey County regulations, is designed to ensure compliance during project implementation, and is hereby incorporated herein by reference. The applicant must enter into an "Agreement to Implement a Mitigation Monitoring and/or Reporting Plan" as a condition of project approval.

m) Analysis contained in the Initial Study and the record as a whole indicate the project would have the potential to result in changes to the resources listed in Section 753.5(d) of the California Department of Fish and Wildlife (CDFW) regulations. All land development projects that are subject to environmental review are subject to a State filing fee plus the County recording fee, unless CDFW determines that the project will have no effect on fish and wildlife resources.

In this case, for purposes of the Fish and Game Code, the project may have a significant adverse impact on the fish and wildlife resources upon which the wildlife depends. The Initial Study was sent to CDFW for review, comment, and to recommend necessary conditions to protect biological resources in this area. Therefore, the project will be required to pay the State fee plus a fee payable to the Monterey County Clerk/Recorder for processing said fee and posting the Notice of Determination.

n) Clarification and Amplification: Cultural Resources. Section VI.5(b) indicates, "an archaeological report (HCD-Planning Library No. LIB220001) prepared for the project identified only scattered archaeological resources in the form of abalone shell fragments and concluded that the proposed development would have a less than

significant potential impact on cultural resources." This section is being corrected to state: "an archaeological report (HCD-Planning Library No. LIB220001) prepared for the project identified only scattered archaeological resources in the form of abalone shell fragments and sparse burnt animal bone fragments, and concluded that the proposed development would have a less than significant potential impact on cultural resources."

o) The above described revisions to the Initial Study/Mitigated Negative Declaration made after the public review period do not change any of the conclusions in the initial study or increase the severity of impacts in any resource category. These revisions clarify and amplify the existing discussion. Therefore, recirculation of the IS/MND is not required in this case.

p) The County finds that there is no substantial evidence supporting a fair argument of a significant environmental impact.

q) The County of Monterey Planning Commission considered the Mitigated Negative Declaration, along with the Combined Development Permit, at a duly noticed public hearing held on January 25, 2023.

r) County of Monterey HCD-Planning, located at 1441 Schilling Place, 2nd Floor, Salinas, California, 93901, is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to adopt the Mitigated Negative Declaration is based.

8. FINDING: **PUBLIC ACCESS** – The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and applicable Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

EVIDENCE: a) No public access is required as part of the project as no substantial adverse impact on access, either individually or cumulatively, as described in Section 20.147.130 of the Monterey County Coastal Implementation Plan can be demonstrated.

b) No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.

c) The subject property, being in an area with a rocky shoreline and no proposed trail or lateral access way, is not described as an area where the Local Coastal Program requires physical public access (Figure 8, Major Public Access and Recreational Facilities, in the Del Monte Forest Land Use Plan).

d) The property is in a location that emphasizes visual public access. Figure 3, Visual Resources of the DMF LUP maps it as being potentially visible from 17-Mile Drive and Point Lobos, and halfway between the designated Pescadero and Midway (Lone cypress) vista points. The project planner conducted site visits on January 20, 2021 and October 13, 2021 and verified that the subject property is not visible from the designated vista points. However, it is visible from both 17-Mile Drive and Point Lobos.

e) Del Monte Forest Land Use Plan (DMF LUP) Policy 137 indicates that development shall not adversely impact public views and scenic character, with specific attention given to the 17-Mile Drive Corridor, and DMF

LUP Policy 139 indicates that where safe access to the shoreline is not feasible, visual access should be emphasized.

f) As discussed in Finding No. 5 Visual Resources, the proposed project is compatible with the scenic character of the forest. The projects inclusion of approximately 103 lineal feet of viewshed with approximately 63% pass through along 17-Mile Drive also opens up additional blue ocean views from 17-Mile Drive, enhancing visual public access.

g) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN210276.

9. FINDING: **APPEALABILITY** – The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

EVIDENCE: a) Pursuant to Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20), an appeal may be made to the Board of Supervisors by any public agency or person aggrieved by a decision of an Appropriate Authority other than the Board of Supervisors.

b) Pursuant to Section 20.86.080.A of the Monterey County Zoning Ordinance (Title 20), the project is subject to appeal by/to the California Coastal Commission because it involves development between the sea and the first through public road paralleling the sea and development that is permitted in the underlying zone as a conditional use (i.e.; development within 100 feet of environmentally sensitive habitat).

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Monterey County Planning Commission does hereby:

1. Adopt a Mitigated Negative Declaration pursuant to Section 15074 of the CEQA Guidelines; and
2. Approve a Combined Development Permit consisting of:
   a. Coastal Administrative Permit and Design Approval to allow the demolition of an existing 17,992 square foot single-family dwelling with an attached two-car garage, a detached 3,797 square foot gym, a 972 square foot covered walkway, and sheds totaling 433 square feet; and the construction of a 7,767 square foot single-family dwelling with an attached two-car garage, 882 square foot basement, 712 square foot pool house, 1,114 square foot pool, and a 319 square foot spa;
   b. a Coastal Development Permit to allow development within 750 feet of known archaeological resources;
   c. a Coastal Development Permit to allow development within an environmentally sensitive habitat area (indigenous Monterey cypress habitat and coastal bluff scrub);
   d. Coastal Development Permit to allow development within 50 feet of a coastal bluff; and
   e. A Minor and Trivial amendment to a previously approved permit (PLN200068, Zoning Administrator Resolution No. 21-008), to delete Condition 8 requiring recordation of a Conservation and Scenic Easement; and
3. Adopt a Mitigation Monitoring and Reporting Plan.

All of which are in general conformance with the attached conditions (attachment 1), lot coverage diagram (Attachment 2), and project plans (Attachment 3), all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 25th day of January, 2023, upon motion of Commissioner Daniels, seconded by Commissioner Roberts, by the following vote:

AYES: Coffelt, Daniels, Getzelman, Gonzalez, Work, Mendoza, Monsalve, Roberts
NOES: None
ABSENT: Diehl, Carrillo
ABSTAIN: None

DocuSigned by:
Craig Spencer

Craig Spencer, Planning Commission Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON **JAN 27 2023**.

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS. IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE **FEB 6 2023**.

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING

BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

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

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

   Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County HCD-Planning and HCD-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Form Rev. 1-27-2021

County of Monterey HCD Planning

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

PLN210276

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: This combined development permit (PLN210276) allows:

a. a Coastal Administrative Permit and Design Approval to allow the demolition of an existing 17,992 square foot single-family dwelling with an attached two-car garage, a detached 3,797 square foot gym, a 972 square foot covered walkway, and sheds totaling 433 square feet; and the construction of a 7,767 square foot single-family dwelling with an attached two-car garage, 882 square foot basement, 712 square foot pool house, 1,114 square foot pool, and a 319 square foot spa;
b. a Coastal Development Permit to allow development within 750 feet of known archaeological resources;
c. a Coastal Development Permit to allow development within an environmentally sensitive habitat area (indigenous Monterey cypress habitat and coastal bluff scrub);
d. Coastal Development Permit to allow development within 50 feet of a coastal bluff; and
e. A Minor and Trival Amendment to PLN200068, to replace Condition 8.

The property is located at 3256 17 Mile Drive, Pebble Beach (Assessor's Parcel Number 008-462-008-000), Del Monte Forest Land Use Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

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

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Combined Development Permit (Resolution Number 23-004) was approved by the Monterey County Planning Commission for Assessor's Parcel Number 008-462-008-000 on January 25, 2023. The permit was granted subject to 21 conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

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

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

3. PD003(B) - CULTURAL RESOURCES POSITIVE ARCHAEOLOGICAL REPORT

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: If archaeological resources or human remains are accidentally discovered during construction, the following steps will be taken:

There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the coroner of the county in which the remain are discovered must be contacted to determine that no investigation of the cause of death is required.

If the coroner determines the remains to be Native American:
- The coroner shall contact the Native American Heritage Commission and HCD - Planning within 24 hours.
- The Native American Heritage Commission shall identify the person or persons from a recognized local tribe of the Esselen, Salinan, Costonoans/Ohlone and Chumash tribal groups, as appropriate, to be the most likely descendant.
- The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.9 and 5097.993, Or

Where the following conditions occur, the landowner or his authorized representatives shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance:

1. The Native American Heritage Commission is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 24 hours after being notified by the commission.
2. The descendant identified fails to make a recommendation; or
3. The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits or approval of Subdivision Improvement Plans, whichever occurs first, the Owner/Applicant, per the archaeologist, shall submit the contract with a Registered Professional Archaeologist for on-call archaeological services should resources be discovered during construction activities. Submit the letter to the Director of the HCD – Planning for approval.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans, on the Subdivision Improvement Plans, in the CC&Rs, and shall be included as a note on an additional sheet of the final/parcel map.

Prior to Final, the Owner/Applicant, per the Archaeologist , shall submit a report or letter from the archaeologist summarizing their methods, findings, and recommendations if their services are needed during construction or if no resources were found.

4. PD005 - FISH & GAME FEE NEG DEC/EIR

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Pursuant to the State Public Resources Code Section 753.5, State Fish and Game Code, and California Code of Regulations, the applicant shall pay a fee, to be collected by the County, within five (5) working days of project approval. This fee shall be paid before the Notice of Determination is filed. If the fee is not paid within five (5) working days, the project shall not be operative, vested or final until the filing fees are paid. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Within five (5) working days of project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning.

If the fee is not paid within five (5) working days, the applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning prior to the recordation of the final/parcel map, the start of use, or the issuance of building permits or grading permits.

5. PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring and/or Reporting Plan (Agreement) in accordance with Section 21081.6 of the California Public Resources Code and Section 15097 of Title 14, Chapter 3 of the California Code of Regulations. Compliance with the fee schedule adopted by the Board of Supervisors for mitigation monitoring shall be required and payment made to the County of Monterey at the time the property owner submits the signed Agreement. The agreement shall be recorded. (HCD- Planning)

Compliance or Monitoring Action to be Performed: Within sixty (60) days after project approval or prior to the issuance of building and grading permits, whichever occurs first, the Owner/Applicant shall:

1) Enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring Plan.

2) Fees shall be submitted at the time the property owner submits the signed Agreement.

3) Proof of recordation of the Agreement shall be submitted to HCD-Planning.

6. PD012(D) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-SFD ONLY)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The site shall be landscaped. Prior to the issuance of building permits, the landscaping plan shall be submitted to the Director of HCD - Planning . The landscaping plan shall be in sufficient detail to identify the location, species, and size of the proposed landscaping materials and shall include an irrigation plan. The plan shall be accompanied by a nursery or contractor's estimate of the cost of installation of the plan. Before occupancy, landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to the Monterey County HCD - Planning. All landscaped areas and fences shall be continuously maintained by the applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit landscape plans and contractor's estimate to HCD - Planning for review and approval. Landscaping plans shall include the recommendations from the Forest Management Plan or Biological Survey as applicable. All landscape plans shall be signed and stamped by licensed professional under the following statement, "I certify that this landscaping and irrigation plan complies with all Monterey County landscaping requirements including use of native, drought-tolerant, non-invasive species; limited turf; and low-flow, water conserving irrigation fixtures."

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit one (1) set landscape plans of approved by HCD-Planning, a Maximum Applied Water Allowance (MAWA) calculation, and a completed "Residential Water Release Form and Water Permit Application" to the Monterey Peninsula Water Management District for review and approval.

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/ shall submit an approved water permit from the MPWMD to HCD-Building Services.

Prior to occupancy, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall ensure that the landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to Monterey County HCD - Planning.

On an on-going basis, all landscaped areas and fences shall be continuously maintained by the Owner/Applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition.

7. PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting source shall be shielded and recessed into the fixture. The project shall also install non-reflective glass and automatic dimmers for the windows in order to prevent offsite glare and light pollution. The applicant shall submit an exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture, and include the specifications for the non-reflective glass and automatic lighting dimmers. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Director of HCD - Planning, prior to the issuance of building permits.
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of building permits, the Owner/Applicant shall submit three copies of the lighting plans to HCD - Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, the Owner/Applicant/Contractor shall submit written and photographic evidence demonstrating that the lighting has been installed according to the approved plan, including the non-reflective glass and automatic dimmers.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

8. PD016 - NOTICE OF REPORT

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of building or grading permits, a notice shall be recorded with the Monterey County Recorder which states:
"A(n) Geological and Coastal Bluff Recession Assessment Report (Library No. LIB220003), was prepared by Mark Foxx on October 12, 2021, and is on file in Monterey County HCD - Planning. All development shall be in accordance with this report."
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant shall submit proof of recordation of this notice to HCD - Planning.

Prior to occupancy, the Owner/Applicant shall submit proof, for review and approval, that all development has been implemented in accordance with the report to the HCD - Planning.

9. PD016 - NOTICE OF REPORT

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of building or grading permits, a notice shall be recorded with the Monterey County Recorder which states:
"A(n) Geotechnical Investigation for New Residential Construction (Library No. LIB220004), was prepared by Moses E. Cuprill, P.E. on October, 2021 and is on file in Monterey County HCD - Planning. All development shall be in accordance with this report."
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant shall submit proof of recordation of this notice to HCD - Planning.

Prior to occupancy, the Owner/Applicant shall submit proof, for review and approval, that all development has been implemented in accordance with the report to the HCD - Planning.

10. PD022(B) - EASEMENT-CONSERVATION & SCENIC IN THE DEL MONTE FOREST

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: In accordance with Del Monte Forest Land Use Plan Policies 13, 20, and 84, the scenic easement recorded in Monterey County Recorder Document No. 2004087472 shall be amended and replaced with a new conservation and scenic easement deed which encompasses all areas outside of the approved structural and hardscape coverage. The amended easement deed has the express purpose of protecting environmentally sensitive habitats, including Monterey cypress forest and coastal bluff scrub habitat areas; and the scenic viewshed from 17-Mile Drive. This easement deed shall satisfy the Conservation and Scenic Easement Deed requirements of planning permits PLN200068 and PLN210276.

The amended conservation and scenic easement conveyed to the Del Monte Forest Conservancy with the County as an additional beneficiary in accordance with the procedures in Monterey County Code § 20.64.280.A. The easement conveyance shall include funding adequate to ensure the management and protection of the easement area over time. The easement shall be developed in consultation with a certified professional and the Del Monte Forest Conservancy Inc. A Subordination Agreement shall be required, where necessary. These instruments shall be subject to approval by the County as to form and content, shall provide for enforcement, if need be, by the County or other appropriate agency, and name the County as beneficiary in event the Conservancy is unable to adequately manage these easements for the intended purpose of scenic and visual resource protection. An easement deed shall be submitted to, reviewed, and approved by the Director of HCD - Planning and the Executive Director of the California Coastal Commission, and accepted by the Board of Supervisors prior to recording the parcel/final map or prior to issuance of grading and building permits. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and building permits for the home or pool house, whichever comes first, the Owner/Applicant/Certified Professional shall submit the conservation and scenic easement deed and corresponding map, showing the exact location of the easement on the property along with the metes and bound description developed in consultation with a certified professional, to the to the Del Monte Forest Conservancy for review and approval.

Prior to issuance of grading and building permits for the home or pool house, whichever comes first, the Owner/Applicant/Certified Professional shall submit the conservation and scenic easement deed and corresponding map, showing the exact location of the easement on the property along with the metes and bound description developed in consultation with a certified professional, to HCD - Planning for review and approval.

Prior to issuance of grading and building permits for the home or pool house, whichever comes first, whichever comes first, the Owner/Applicant, shall submit a signed and notarized Subordination Agreement, if required, to HCD - Planning for review and approval

Prior to final for the home or pool house, whichever comes first, the Owner/Applicant shall record the deed and map showing the approved conservation and scenic easement. Submit a copy of the recorded deed and map to HCD-Planning.

11. PD047 - DEMOLITION/DECONSTRUCTION (MBUAPCD RULE 439)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: In accordance with Monterey Bay Unified Air Pollution Control District Rule 439, construction plans shall include "Demolition and Deconstruction" notes that incorporate the following work practice standards:

1. Sufficiently wet the structure prior to deconstruction or demolition. Continue wetting as necessary during active deconstruction or demolition and the debris reduction process;
2. Demolish the structure inward toward the building pad. Lay down roof and walls so that they fall inward and not away from the building;
3. Commencement of deconstruction or demolition activities shall be prohibited when the peak wind speed exceeds 15 miles per hour.

All Air District standards shall be enforced by the Air District.
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of a demolition permit, if applicable, the Owner/Applicant/Contractor shall incorporate a "Demolition/Deconstruction" note on the demolition site plan that includes, but is not limited to, the standards set forth in this condition.

During demolition, the Owner/Applicant/Contractor shall obtain any required Air District permits and the Air District shall conduct all deconstruction or demolition inspection activities as required by the Air District.

12. PD050 - RAPTOR/MIGRATORY BIRD NESTING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: If demolition or ground disturbance for the project commences during the typical bird nesting season (February 1 - September 15), the County of Monterey shall require that the project applicant retain a County qualified biologist to perform a nest survey in order to determine if any active raptor or migratory bird nests occur within the project site or within 300 feet of proposed tree removal activity. During the typical nesting season, the survey shall be conducted no more than 30 days prior to ground disturbance or tree removal. If nesting birds are found on the project site, an appropriate buffer plan shall be established by the project biologist. (HCD - Planning)

Compliance or Monitoring Action to be Performed: No more than 30 days prior to demolition or ground disturbance, the Owner/Applicant, the owner/applicant shall submit an updated constrution schedule to HCD-Planning indicating if demolition or ground disturbance are schedueld to commence during the typical bird nesting season (February 1 - September 15).

If ground disturbance is scheduled to commence within the typical bird nesting season, no more than 30 days prior to demolition or ground disturbance, the Owner/Applicant shall submit to HCD -Planning a nest survey prepare by a County qualified biologist to determine if any active raptor or migratory bird nests occur within the project site or immediate vicinity.

13. PDSP001 - MITIGATION MEASURE NO 1 MONTEREY CYPRESS PROTECTION (PART 1)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: In order to ensure that Monterey cypress trees and forest habitat is protected throughout construction, the construction contractor, under the supervision of the Project Tree Consultant (a Monterey County-approved Arborist or Forester) shall ensure the following measures are implemented throughout construction.

Prior to demolition, grading, or construction activity:

- Trees and areas designated for protection located adjacent to the construction area shall be protected from damage by construction equipment using optimal tree root protection zones to include temporary fencing in combination with the wrapping of trunks with protective materials.
- Fencing shall consist of chain link, snowdrift, plastic mesh, hay bales, or field fence. The best form of protection is to use straw bales then erect fencing on top of the bales so they cannot be moved easily.
- Prior to the start of construction, all construction managers, heavy equipment operators and tree services operators/vegetation managers shall attend a pre-demolition and construction meeting to be trained in tree and vegetation protection procedures. The purpose of the meeting is to educate and answer questions as to adequate tree and vegetation protection and what or why habitat protection and restoration efforts are crucial. During this meeting, expectations are to be made clear as to what the responsibilities are by each construction entity for trees and vegetation; this includes but is not limited to areas of exclusion, spoils, etc., and to who and to what extent accountability will be placed. Training will be conducted by a certified professional such as a qualified forester or biologist, or certified arborist consisting of protection standards that are to be implemented as well as procedures common to site restoration.
- Fencing shall not be attached to the tree but shall be free-standing or self supporting so as not to damage trees. Fencing shall be rigidly supported and shall always stand at a minimum height of four feet above grade and with Critical Root Zones fenced to the greatest extent feasible to conduct the construction activities.

Throughout the construction process:

- Soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials are not allowed adjacent to trees on the property especially within or near fenced areas. If vehicle access is required in an area outside of the existing hardscaped area, a temporary plywood track may be used between the hardscape and destination point.
- Severe or careless grading in the root zones, compaction of soils, soil contamination, and improper deposition of excavated soils near the base of a Monterey cypress or within critical root zones during project implementation could cause the decline or death of the trees. The above actions, including cleaning of concrete, paint, or plaster, dumping of spoils, stockpiling of construction materials shall not be allowed adjacent to cypress trees on the property especially within or near fenced areas. To avoid soil contamination in critical tree root zones, the Project Tree Consultant shall identify areas on the parcel for construction clean out purposes.
- Operation of heavy equipment and parking of personnel vehicles shall be kept within the construction impact zones. Any operation of heavy equipment, staging, or parking within the edge of the temporary protective fencing established pursuant to this Mitigation Measure shall be prohibited.
- Fenced areas and trunk protection materials shall remain in place during the entire

construction period. If at any time it is discovered that exclusion fencing or tree protection is below standard or non-functional it shall be immediately re-installed and inspected by a Monterey County qualified arborist or forester for compliance.

[CONTINUED IN PART 2]

Compliance or Monitoring Action to be Performed: [ACTIONS NEEDED FOR RESOLUTION IN PART 2]

13. PDSP001 - MITIGATION MEASURE NO 1 MONTEREY CYPRESS PROTECTION (PART 2)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: [CONTINUED FROM PART 1]

During grading and excavation:

- Any grading, excavation, trenching or digging activities near critical tree root zones shall require prior approval and observation from the Project Tree Consultant.
- Within the Monterey cypress tree critical root zones, trenching for footings, utilities, landscaping, retaining walls or other ground disturbance actions shall be implemented by hand trenching under the approval and guidance of the Project Tree Consultant. Ground disturbance actions that are expected to encounter tree roots shall be monitored by the Project Tree Consultant to ensure against cutting structural root systems and direct any minor field adjustments that may be needed. Encountered feeder roots shall be flush cut with equipment approved by the Project Tree Consultant.
- All trenching, grading or any other digging or soil removal that is expected to encounter tree roots shall be monitored by the Project Tree Consultant to ensure against drilling or cutting into or through major roots.
- The Project Tree Consultant shall be on-site during excavation activities expected to encounter tree roots to direct any minor field adjustments that may be needed.
- Trenching for footings, driveway, and retaining walls located adjacent to any tree shall be done by hand first to locate roots where practical and any roots found greater than 2-inches diameter shall be bridged or pruned appropriately.
- Any roots discovered that must be cut, shall be first exposed by manually digging a trench, then cut with a saw, vibrating knife, rock-saw, narrow trencher with sharp blades, or other approved root pruning equipment.
- Any cutting of, or impacts to root systems could compromise the structural integrity of the tree to withstand the coastal winds and also impair nutrient uptake of feeder roots. If potentially significant roots are discovered, the Project Tree Consultant shall be authorized to halt excavation, trenching or digging actions until appropriate mitigation measures are formulated an implemented.
- Any roots damaged during grading or excavation shall be exposed to sound tissue and cut cleanly with a saw.
- Tree pruning may be necessary to remove deadwood or structural defects. All proposed pruning shall be conducted under the direction of the Project Tree Consultant.

If at any time potentially significant tree roots are discovered:

- The Project Tree Consultant shall be authorized to halt excavation until appropriate mitigation measures are formulated and implemented.
- If significant roots are identified that must be removed, the Project Tree Consultant will be contacted immediately for recommended treatment approaches of the area that will not risk death, decline, or instability of the tree, such as hand digging, bridging or tunneling under roots, etc. These recommendations shall be followed.

Compliance or Monitoring Action to be Performed:

1a: Prior to issuance of demolition, grading, or construction permits, the owner/applicant shall submit an executed contract from a Monterey County qualified arborist or forester, herein after referred to as the "Project Tree Consultant", to HCD-Planning for review for consistency with Mitigation Measure 1. The contract shall identify how training, establishment of protective fencing, monitoring, and follow up reporting required by Mitigation Measure 1 shall occur.

1b: Prior to issuance of a construction permit, the approved Project Tree Consultant shall submit evidence of the Monterey cypress protection fencing installation and implementation of avoidance measures to HCD-Planning for review and approval. Throughout all phases of demolition and construction, the contractor shall maintain, repair, and improve as necessary, the fencing and avoidance measures. Any modifications to the fencing shall be approved by the Project Tree Consultant.

1c: Prior to commencement of demolition, grading, or construction, the Project Tree Consultant shall submit evidence that the required pre-construction meeting took place to HCD-Planning for review and approval. Evidence shall consist of meeting minutes or a letter from the tree consultant and shall include a list of contractors in attendance.

1d: Prior to final of the construction permit, the Project Tree Consultant shall submit a report to HCD-Planning certifying that the Monterey cypress protective fencing and avoidance measures remained intact and functional throughout all construction phases, or if any Monterey cypress were harmed by construction and remediation is required. The owner/applicant shall be responsible for executing any remediation required to restore the health of harmed Monterey cypress trees.

14. MITIGATION MEASURE NO 2 - SEA CLIFF BUCKWHEAT AND BLUFF SCRUB PROTECTION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The project applicant, or the construction contractor on their behalf, shall ensure the following measures are implemented throughout demolition, grading, and construction in order to protect Sea Cliff Buckwheat (which are habitat for federally endangered species Smith's Blue Butterfly and for sensitive species western bumblebee) and intact coastal bluff scrub sensitive habitat:

- Protective fencing shall be installed around existing Sea Cliff Buckwheat and intact sensitive coastal bluff scrub habitat areas prior to issuance of demolition, grading, or construction permits. Fencing shall remain in place throughout the construction period until final inspection.
- Prior to the start of invasive species eradication activities, a meeting shall occur between the Project Biologist (a Monterey County-approved biologist retained by the applicant) and invasive species removal contractor prior to removal of invasive species to ensure existing plants are protected and site-specific seed-grown Sea Cliff Buckwheat plantings are integrated into the restoration landscape planting plan (see Mitigation Measure 3).
- Sediment control devices shall be installed on the downhill perimeter of the building envelope and along the southerly coastal bluff edge.

Compliance or Monitoring Action to be Performed: 2a: Prior to issuance of demolition, grading, or construction permits, the owner/applicant shall submit an executed contract from a Monterey County qualified biologist, herein after referred to as the "Project Biologist", to HCD-Planning for review for consistency with Mitigation Measure 2. The contract shall identify how establishment of protective fencing, invasive species removal meeting, and follow up reporting required by Mitigation Measure 2 shall occur.

2b: Prior to issuance of a construction permit, the approved Project Biologist shall submit evidence of the installation of Sea Cliff Buckwheat habitat protection fencing to County of Monterey Housing and Community Development (HCD). Throughout all phases of demolition and construction, the contractor shall maintain, and improve as necessary, the fencing and avoidance measures.

2c: Prior to demolition or grading, the Project Biologist shall provide evidence to HCD-Planning, for review and approval, that sediment control measures were installed.

2d: Prior initiating the invasive species removal required by Mitigation Measure No. 3, the Project Biologist shall provide written evidence in the form of meeting minutes to HCD-Planning, for review and approval, detailing the meeting with the invasive species removal contractor regarding sensitive plant avoidance and the implementation of the restoration landscape planting plan.

2e: Prior to final of the construction permit, the Project Biologist shall certify to HCD-Planning that the Sea Cliff Buckwheat and coastal bluff scrub habitat protection measures remained intact and functional throughout all construction phases. If any Sea Cliff Buckwheat or coastal bluff scrub were harmed during the construction process, the Project Biologist shall include recommended remediation measures to restore and sensitive species/habitat which the owner/applicant shall be required to incorporate into the Restoration Landscape Plan required by Mitigation Measure No. 4.

15. MITIGATION MEASURE NO 3 - INVASIVE SPECIES ERADICATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: In order to ensure proper invasive species eradication and protect sensitive biological resources, a qualified invasive species removal and certified pest control applicator contractor, under the supervision of the Project Biologist (a Monterey County-approved biologist retained by the applicant), shall oversee the implementation invasive species eradication activities, including removal as recommended by the approved restoration landscape planting plan and off-site disposal of invasive species at a designated waste facility during project construction. The Project Biologist shall ensure the invasive species removal contractor conducts the following activities:

- Invasive Karo trees (Pittosporum crassifolium) and the Ngaio tree (Myoporum laetum) that occur along the property fencing adjacent to 17-Mile Drive and near ancillary structures shall be thoroughly removed from the project area (including stumps).
- Invasive ice plant (Delosperma cooperi and Drosanthemum floribundum), statice (Limonium sinuatum), English ivy (Hedera helix), and mirror plant (Coprosma repens), along with naturalized aeonium succulents (Aeonium sp.), shall be fully eradicated prior to planting and seeding of restoration species (see Mitigation Measure 4).
- Long-term eradication protocols and five-year monitoring shall be included in the final restoration landscape planting plan (see Mitigation Measure 4).

Compliance or Monitoring Action to be Performed: 3a: Prior to issuance of a construction permit, the approved Project Biologist shall submit the restoration landscape planting plan to HCD-Planning for review and approval. Throughout all phases of demolition and construction, the Project Biologist shall confirm the invasive species eradication activities are consistent with the approved landscape planting plan.

3b: Prior to final of the construction permit, the approved Project Biologist shall certify to HCD-Planning that implementation of the invasive species eradication occurred consistent with the activities outlined in Mitigation Measure 3.

16. MITIGATION MEASURE NO 4 - RESTORATION LANDSCAPING PLANTING PLAN & MONITORING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: To ensure long-term maintenance of sensitive habitat onsite, successful restoration shall occur. Prior to the implementation of the restoration activities, the applicant shall ensure the following measures are incorporated in an approved restoration landscape planting plan and are implemented during restoration activities:

• A restoration landscape planting plan shall be prepared consistent with Del Monte Forest Area Land Use Plan Environmentally Sensitive Habitat Area (ESHA) Policy 1. Specifically, native plant species associated with Monterey cypress forest and coastal bluff scrub habitat shall be required in landscaping materials and invasive plant species shall be removed from the project area.

• The plan shall identify the location of the two distinct habitats to restore: the coastal bluff scrub and Monterey cypress forest, as well as the transitional ecotone between them.

• The plan shall include the following details:
1. Restoration techniques;
2. Plant propagation/seeding methods specific to the Del Monte Forest area;
3. Long-term maintenance activities including invasive species controls;

4. Restoration success criteria including the following standards:
A. Health and vigor: Plants and trees are in good health and exhibit normal flowering and foliage color.
B. Exotic weed species: Exotic weed species (ice plant, species in the genus Genista [invasive brooms], non-native grasses, etc.) are few in numbers and generally not evident.
C. Erosion: Not evident.

5. Restoration monitoring reporting program, with a minimum of five years of monitoring or until the restoration criteria are met, whichever is longer. The reporting shall be annual for the first three years and then have a final fifth year inspection. If the restoration success criteria cannot be met at the fifth year inspection, reporting would continue annually until the performance criteria can be met. During each monitoring period, the Project Biologist shall prepare a monitoring report which addressed the following:
A. Plant composition, density, and percent cover;
B. Condition of the plants, paying particular attention to plant mortality or any deficiency in the quality and quantity of the landscape;
C. Signs of damage to the plants from natural or human-related causes;
D. Status of exotic vegetation;
E. Status of species of special concern;
F. Photographic records shall be provided with the monitoring reports to provide additional documentation of progress toward meeting the success criteria; and
G. Whether any additional remediation or follow up is required to meet the success criteria established in the plan.

6. Erosion control measures for sloped areas along the coastal bluff; and
7. Implementation schedule.

• The plan shall include the appropriate species for use in each Habitat Restoration Zone, and shall use the preliminary species list provided in the biological assessment prepared for the project (Monterey County Document No. LIB220002).

Compliance or Monitoring Action to be Performed:

4a. Prior to issuance of a demolition, grading, or construction permit, the approved Project Biologist, in conjunction with the project landscape architect, shall submit the restoration landscape planting plan to HCD-Planning for review and approval.

4b: Prior to construction permit final, the approved Project Biologist shall certify to HCD-Planning that initial planting and exotic special eradication activities required by the restoration landscaping plan were executed in accordance with the plan.

4c: After construction, annually for three years, the Project Biologist shall submit monitoring reports to HCD-Planning, for review and approval, on the status of the restoration. The owner/applicant shall be required to implement any recommended remediation or follow up measures required to meet the success criteria within the five-year monitoring period.

4d: Five years after construction, the Project Biologist shall submit a monitoring report to HCD-Planning, for review and approval, on the final success of the restoration, and whether the success criteria of the restoration landscaping plan have been met, or if additional remediation or follow up measures are required. The owner/applicant shall be required to implement any recommended remediation or follow up measures required to meet the final success criteria. If remediation or follow up is required, monitoring and reporting shall continue annually until the final success criteria are met.

17. MITIGATION MEASURE NO 5 - ON-SITE ARCHAEOLOGICAL MONITOR, CULTURAL AWARENESS TRAINING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: To reduce potential impacts to cultural resources that may be discovered during development onsite, a qualified archaeological monitor (i.e., an archaeologist registered with the Register of Professional Archaeologists [RPA] or a Registered Archaeologist [RA] under the supervision of an RPA) shall conduct a cultural resource awareness and response training for construction personnel prior to the commencement of any grading or excavation activity, and shall be present and observe all soil disturbance for all grading and excavation activities. If at any time, potentially significant archaeological resources or intact features are discovered, the monitor shall temporarily halt work until the find can be evaluated by the archaeological monitor. If the find is determined to be significant, work shall remain halted until a plan of action has been formulated, with the concurrence of HCD-Planning, and implemented. Also, the applicant and qualified archaeological monitor shall install a physical barrier (e.g., construction fencing) along the south of the existing hardscape pathway where the slope it begins to slope downward toward the bluff. The exact location of this fence shall be determined by the project archaeologist in coordination with the construction contractor, and shall not be established within any designated environmentally sensitive habitat area.

Compliance or Monitoring Action to be Performed:

5a: Prior to issuance of demolition, grading, or construction permits, the owner/applicant shall include a note on the construction plans encompassing the language contained in Mitigation Measure 5, including all compliance actions. The owner/applicant shall submit said plans to HCD-Planning for review and approval.

5b: Prior to issuance of demolition, grading, or construction permits, the owner/applicant shall submit to HCD-Planning a copy of the contract between the owner/applicant and a qualified archaeological monitor. The contract shall include a pre-construction meeting agenda with specific construction activities that the monitor shall be present for, any construction activities for which the archaeological monitor will not be present, how sampling of the excavated soil will occur, and any other logistical information such as when and how work on the site will be halted. The contract shall include provisions requiring the monitor be present and observe all soil disturbance for all grading and excavation, and authorizing the monitor to stop work in the event resources are found. In addition, the contract shall authorize the monitor to prepare a report suitable for compliance documentation to be prepared within four weeks of completion of the data recovery field work. The contract shall be submitted to HCD-Planning for review and approval. Should HCD-Planning find the contract incomplete or unacceptable, the contract will be returned to the owner/applicant and a revised contract shall be re-submitted for review and approval.

5c: Prior to issuance of demolition, grading, or construction permits, the owner/applicant shall submit an up to date construction schedule indicating when any grading or excavation activities are expected to occur.

5d: Prior to issuance of demolition, grading, or construction permits the owner/applicant or qualified archaeologist shall also submit evidence of installation of a physical barrier (e.g., construction fencing) along the south edge of the existing hardscape walkway. The specific location will be determined by the qualified archaeologist in consultation with the contractor and a qualified biologist. The fencing must be established after the Monterey cypress and bluff scrub fencing required my Mitigation Measures No. 1 and 2, and must be outside of those environmentally sensitive habitat areas.

5e: Prior to commencement of demolition, grading, excavation, or construction activity, the owner/applicant shall submit evidence that a qualified archaeologist conducted a cultural resource awareness and response training for construction personnel. The training shall include a description of the kinds of cultural and tribal cultural resources that are found in the area, protocols to be used in the event of an unanticipated discovery, and the importance of cultural resources to the Native American community.

5f: If archaeological resources are unexpectedly discovered during construction, work shall be halted on the parcel until the find can be evaluated and a plan of action formulated and implemented, with the concurrence of HCD-Planning. Data recovery shall be implemented during the construction and excavation monitoring. If intact archaeological features are exposed, they shall be screened for data recovery using the appropriate method for site and soil conditions. The owner/applicant shall allow the on-site Tribal Monitor (see Mitigation Measure 6 – Section VI.18) an opportunity to make recommendations for the disposition of potentially significant archaeological materials found.

5g: A final technical report containing the results of all analyses shall be completed within one year following completion of the field work. This report shall be submitted to HCD-Planning and the Northwest Regional Information Center at Sonoma State

University.

'18. MITIGATION MEASURE NO 6 - ON-SITE TRIBAL MONITOR

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: To ensure that Tribal Cultural Resources incur a less than significant impact if encountered, a Tribal Monitor approved by the appropriate tribe traditionally and culturally affiliated with the vicinity of the subject parcel and that has consulted with the County and designated one lead contact person in accordance with AB 52 requirements, or other appropriately NAHC-recognized representative, shall be on-site and observe all project-related grading and excavation to identify findings with tribal cultural significance. This Tribal Monitor shall have the authority to temporarily halt work in order to examine any potentially significant cultural materials or features. If resources are discovered, the owner/applicant/contractor shall refer to and comply with HCD-Planning Standard Condition PD003(B) as applicable. This mitigation is not intended to alleviate responsibility of the owner or its agents from contacting the County Coroner and complying with State law if human remains are discovered.

Compliance or Monitoring Action to be Performed: 6a: Prior to issuance of construction permits for grading or building, the owner/applicant shall include a note on the construction plans encompassing the language contained in Mitigation Measure 6, including all compliance actions. The owner/applicant shall submit said plans to HCD-Planning for review and approval.

6b: Prior to issuance of a construction permit for grading and/or building, the Applicant/Owner shall submit evidence to the satisfaction of the Chief of HCD-Planning that a monitor approved by the appropriate tribe traditionally and culturally affiliated with the vicinity of the subject parcel and that has consulted with the County and designated one lead contact person in accordance with AB 52 requirements, or other appropriately NAHC-recognized representative, has been retained to monitor the appropriate construction activities. This Tribal Monitor shall be retained for the duration of any project-related grading and excavation.

6c: Any artifacts found that are not associated with a finding of human remains shall be cataloged by both the Tribal Monitor and the qualified archaeological monitor. Once cataloged, the qualified archaeological monitor will take temporary possession of the artifacts for testing and reporting purposes. Upon completion of these testing and reporting activities, all artifacts, at the discretion of the property owner, shall be returned within one (1) year to a representative of the appropriate local tribe as recognized by the Native American Heritage Commission, or the Monterey County Historical Society. A final technical report containing the results of all analyses shall be completed within one year following completion of the field work. This report shall be submitted to HCD-Planning and the Northwest Regional Information Center at Sonoma State University. Artifacts associated with a finding of human remains shall be reburied in accordance with State Law and penalty for violation pursuant to PRC section 5097.994.

6d: Prior to final building inspection, the Tribal Monitor or other appropriately NAHC recognized representative shall submit a letter to HCD-Planning confirming participation in the monitoring and provide a summary of archaeological and /or cultural finds or no finds, as applicable.

19. CC01 INDEMNIFICATION AGREEMENT

Responsible Department: County Counsel-Risk Management

Condition/Mitigation Monitoring Measure: The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his/her/its obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, recordation of the certificates of compliance whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. (County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, recording of the final/parcel map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit a signed and notarized Indemnification Agreement to the Office of County Counsel-Risk Management for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the Office of County Counsel-Risk Management

20. PW0044 - CONSTRUCTION MANAGEMENT PLAN

Responsible Department: RMA-Public Works

Condition/Mitigation Monitoring Measure: The applicant shall submit a Construction Management Plan (CMP) to HCD-Planning and HCD - Public Works for review and approval. The CMP shall include measures to minimize traffic impacts during the construction/grading phase of the project.

CMP shall include, at a minimum, duration of the construction, hours of operation, truck routes, estimated number of truck trips that will be generated, number of construction workers, and on-site/off-site parking areas for equipment and workers and locations of truck staging areas. Approved measures included in the CMP shall be implemented by the applicant during the construction/grading phase of the project.

Compliance or Monitoring Action to be Performed: 1. Prior to issuance of the Grading Permit or Building Permit, Owner/Applicant/Contractor shall prepare a CMP and shall submit the CMP to the HCD-Planning Department and the
Department of Public Works for review and approval.
2. On-going through construction phases Owner/Applicant/Contractor shall implement the approved measures during the construction/grading phase of the project.

21. CALIFORNIA CONSTRUCTION GENERAL PERMIT

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall submit a Stormwater Pollution Prevention Plan (SWPPP) including the Waste Discharger Identification (WDID) number, to HCD-Environmental Services. In lieu of a SWPPP, a letter of exemption or erosivity waiver from the Central Coast Regional Water Quality Control Board may be provided. (HCD-Environmental Services)

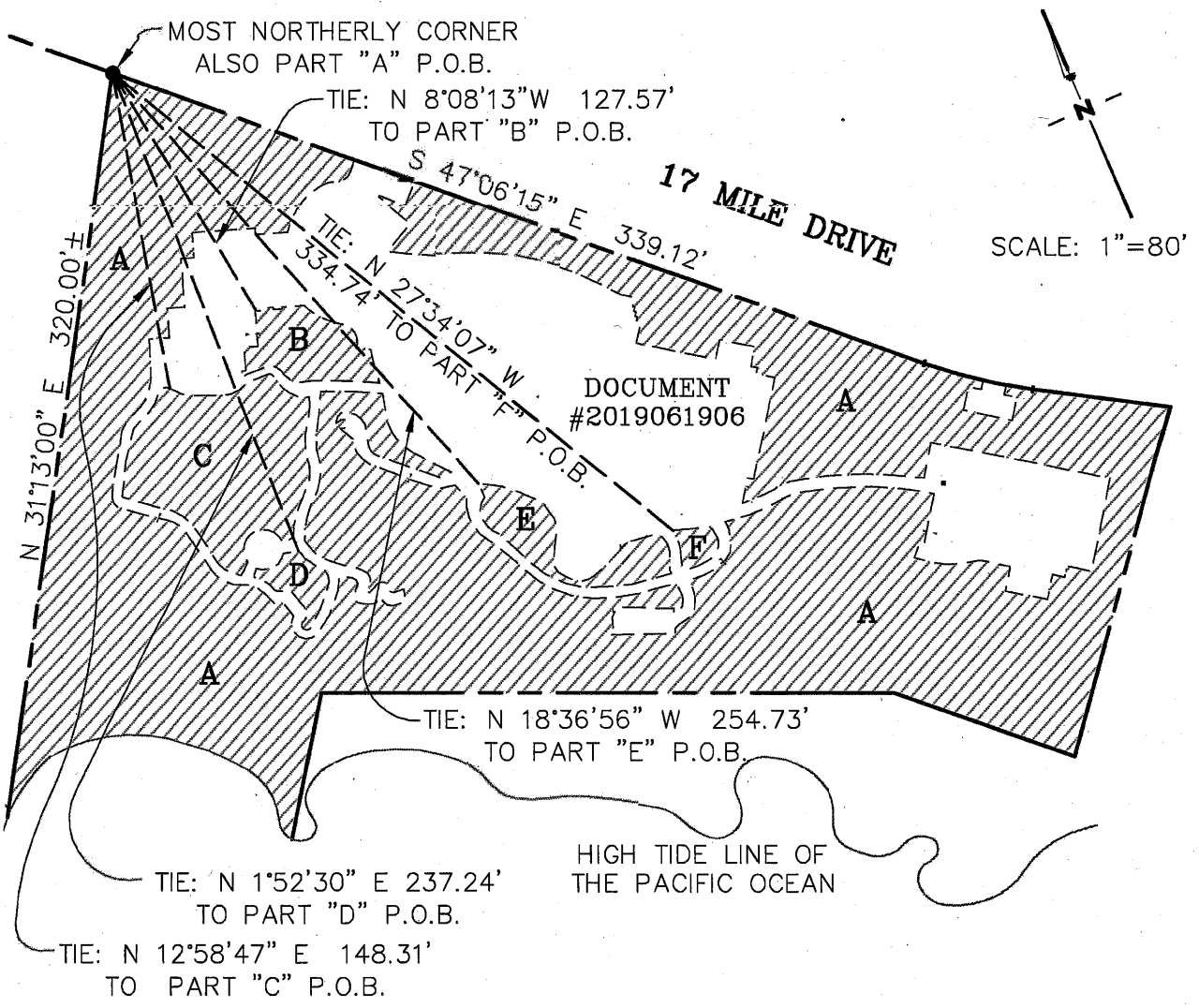
Compliance or Monitoring Action to be Performed: Prior to issuance of any grading or construction permits, the applicant shall submit a SWPPP including the WDID number certifying the project is covered under the California Construction General Permit or a letter of exemption from the Central Coast Regional Water Quality Control Board.

EXHIBIT C

LEGAL DESCRIPTION WITH PLAT EXHIBITS OF A SCENIC CONSERVATION EASEMENT IN SIX PARTS

OVER AND ACROSS A PORTION OF THE PARCELS DESCRIBED IN DOCUMENT #2019061906, BEING THE 1.0 ACRE AND 1.8 ACRE PARCELS SHOWN ON THE MAP FILED IN VOL. 13, "SURVEYS", PG. 89 OFFICIAL RECORDS OF MONTEREY COUNTY

PEBBLE BEACH COUNTY OF MONTEREY STATE OF CALIFORNIA



NOTES:

ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.

DENOTES SCENIC CONSERVATION EASEMENT

LICENSED LAND SURVEYOR
DAVID T. EDSON
No. 4974
8/11/23
STATE OF CALIFORNIA

PLN210276

PREPARED BY
CENTRAL COAST SURVEYORS
5 HARRIS COURT, SUITE N-11 MONTEREY, CALIFORNIA 93940
Phone: (831) 394-4930 Fax: (831) 394-4931

SCALE: 1" = 80' JOB No. 18-46 AUGUST 2023
PREPARER: DRZ

APN 008-462-008

SHEET 1 OF 31

Legal Description

Scenic Conservation Easement Described in Six Parts

Situate in the County of Monterey, California, and being a portion of that certain real property as described in Document #2019061906, being the 1.0 Acre and 1.8 Acre parcels shown on the map filed in Vol. 13, "Surveys", Pg. 89, Official Records of Monterey County, California.

A scenic conservation easement on, over and across the above described parcels of land, being more particularly described as follows:

Part "A"

Beginning at the most Northerly corner of said described parcels; thence along the boundary of said parcels,

L1 South 47°06'15" East, 119.50 feet; thence, leaving said boundary,
L2 South 40°16'48" West, 5.20 feet; thence non-tangentially,
C3 Along a curve to the right, having a radius of 7.30 feet and a central angle of 71°41'36", an arc length of 9.13 feet (long chord bears South 76°40'47" West, 8.55 feet); thence non-tangentially,
C4 Along a curve to the left, having a radius of 14.81 feet and a central angle of 26°13'34", an arc length of 6.78 feet (long chord bears North 80°47'10" West, 6.72 feet); thence non-tangentially,
C5 Along a curve to the left, having a radius of 31.79 feet and a central angle of 15°14'18", an arc length of 8.45 feet (long chord bears South 77°19'02" West, 8.43 feet); thence non-tangentially,
C6 Along a curve to the left, having a radius of 33.92 feet and a central angle of 7°11'00", an arc length of 4.25 feet (long chord bears South 65°54'26" West, 4.25 feet); thence non-tangentially,
L7 South 58°55'46" West, 4.05 feet; thence non-tangentially,
C8 Along a curve to the left, having a radius of 33.92 feet and a central angle of 19°07'32", an arc length of 11.32 feet (long chord bears South 45°54'17" West, 11.27 feet); thence non-tangentially,
L9 North 70°48'22" West, 14.53 feet; thence,
L10 North 19°11'38" East, 3.00 feet; thence,
L11 North 70°48'22" West, 29.50 feet; thence,
L12 South 19°11'38" West, 11.58 feet; thence,
L13 North 70°48'22" West, 5.92 feet; thence,
L14 South 19°11'38" West, 22.54 feet; thence,
L15 North 70°48'22" West, 8.42 feet; thence,
L16 South 19°11'38" West, 13.46 feet; thence,
L17 North 70°48'22" West, 9.17 feet; thence,
L18 South 19°11'38" West, 14.69 feet; thence non-tangentially,

C19 Along a curve to the right, having a radius of 27.82 feet and a central angle of 20°37'26", an arc length of 10.01 feet (long chord bears South 29°30'18" West, 9.96 feet); thence non-tangentially,

C20 Along a curve to the right, having a radius of 17.43 feet and a central angle of 29°53'22", an arc length of 9.09 feet (long chord bears South 52°32'40" West, 8.99 feet); thence non-tangentially,

L21 South 68°20'01" West, 8.08 feet; thence,

L22 South 51°21'14" West, 5.04 feet; thence,

L23 South 32°29'41" West, 12.82 feet; thence,

L24 South 31°33'29" West, 16.90 feet; thence non-tangentially,

C25 Along a curve to the left, having a radius of 6.74 feet and a central angle of 60°35'24", an arc length of 7.13 feet (long chord bears South 1°00'21" East, 6.80 feet); thence non-tangentially,

L26 South 51°41'58" East, 9.51 feet; thence,

L27 South 52°34'56" East, 7.00 feet; thence,

L28 South 52°36'17" East, 7.33 feet; thence,

C29 Along a curve to the right, having a radius of 15.01 feet and a central angle of 37°54'18", an arc length of 9.93 feet (long chord bears South 34°53'23" East, 9.75 feet); thence non-tangentially,

L30 South 10°59'07" East, 19.74 feet; thence non-tangentially,

C31 Along a curve to the left, having a radius of 15.72 feet and a central angle of 51°32'40", an arc length of 14.14 feet (long chord bears South 31°17'19" East, 13.67 feet); thence non-tangentially,

L32 South 63°31'01" East, 7.10 feet; thence non-tangentially,

C33 Along a curve to the right, having a radius of 15.36 feet and a central angle of 35°26'22", an arc length of 9.50 feet (long chord bears South 37°12'45" East, 9.35 feet); thence non-tangentially,

L34 South 21°46'45" East, 3.95 feet; thence non-tangentially,

C35 Along a curve to the left, having a radius of 2.80 feet and a central angle of 78°09'10", an arc length of 3.82 feet (long chord bears South 50°34'46" East, 3.53 feet); thence non-tangentially,

C36 Along a curve to the right, having a radius of 1.73 feet and a central angle of 83°46'08", an arc length of 2.53 feet (long chord bears South 49°29'48" East, 2.31 feet); thence non-tangentially,

L37 South 17°19'43" East, 6.48 feet; thence non-tangentially,

C38 Along a curve to the left, having a radius of 7.04 feet and a central angle of 167°02'12", an arc length of 20.52 feet (long chord bears South 29°00'49" East, 13.99 feet); thence non-tangentially,

L39 North 56°08'39" East, 10.72 feet; thence non-tangentially,

L40 North 42°19'15" East, 11.68 feet; thence,

L41 North 29°42'03" East, 7.02 feet; thence,

L42 South 82°31'16" East, 0.25 feet; thence,

L43 South 55°37'13" East, 2.55 feet; thence,

L44 South 54°48'14" East, 2.78 feet; thence,
L45 South 41°01'55" East, 2.18 feet; thence non-tangentially,
C46 Along a curve to the right, having a radius of 3.36 feet and a central angle of 51°48'58", an arc length of 3.03 feet (long chord bears South 8°08'16" West, 2.93 feet); thence non-tangentially,
L47 South 47°49'38" West, 2.21 feet; thence non-tangentially,
C48 Along a curve to the left, having a radius of 3.93 feet and a central angle of 124°00'04", an arc length of 8.51 feet (long chord bears South 2°57'19" East, 6.94 feet); thence non-tangentially,
L49 South 64°04'39" East, 3.15 feet; thence,
C50 Along a curve to the left, having a radius of 4.54 feet and a central angle of 84°45'16", an arc length of 6.72 feet (long chord bears North 77°08'31" East, 6.12 feet); thence non-tangentially,
L51 South 9°34'47" East, 0.23 feet; thence non-tangentially,
C52 Along a curve to the left, having a radius of 6.20 feet and a central angle of 71°40'28", an arc length of 7.76 feet (long chord bears South 29°53'06" East, 7.26 feet); thence non-tangentially,
L53 South 85°58'37" East, 6.53 feet; thence,
L54 North 14°24'26" East, 5.71 feet; thence,
L55 North 85°14'49" West, 5.02 feet; thence,
L56 North 45°45'32" West, 1.16 feet; thence,
L57 North 55°55'30" West, 0.64 feet; thence non-tangentially,
C58 Along a curve to the left, having a radius of 3.79 feet and a central angle of 169°48'06", an arc length of 11.23 feet (long chord bears North 52°05'09" West, 7.55 feet); thence non-tangentially,
L59 South 63°31'45" West, 2.58 feet; thence,
L60 South 83°29'13" West, 0.95 feet; thence,
L61 North 18°48'21" East, 2.35 feet; thence,
C62 Along a curve to the left, having a radius of 5.16 feet and a central angle of 97°51'16", an arc length of 8.81 feet (long chord bears North 10°36'04" East, 7.78 feet); thence non-tangentially,
L63 North 44°49'14" West, 4.10 feet; thence,
L64 North 51°52'37" West, 3.87 feet; thence,
L65 North 60°19'11" West, 2.52 feet; thence,
L66 North 49°23'57" West, 6.20 feet; thence,
L67 North 38°36'10" West, 4.33 feet; thence,
L68 North 44°02'54" West, 2.61 feet; thence,
L69 North 23°54'50" West, 3.37 feet; thence,
L70 North 13°16'43" West, 4.78 feet; thence non-tangentially,
C71 Along a curve to the right, having a radius of 28.11 feet and a central angle of 24°03'54", an arc length of 11.81 feet (long chord bears North 27°48'18" East, 11.72 feet); thence non-tangentially,

L72 North 41°50'55" East, 8.17 feet; thence non-tangentially,
C73 Along a curve to the left, having a radius of 24.61 feet and a central angle of 40°09'46", an arc length of 17.25 feet (long chord bears North 35°11'21" East, 16.90 feet); thence non-tangentially,
C74 Along a curve to the right, having a radius of 32.45 feet and a central angle of 33°37'18", an arc length of 19.04 feet (long chord bears North 19°44'01" East, 18.77' feet); thence non-tangentially,
L75 North 28°58'33" East, 7.21 feet; thence,
L76 North 28°41'18" East, 7.59 feet; thence,
C77 Along a curve to the right, having a radius of 239.11 feet and a central angle of 4°01'36", an arc length of 16.80 feet (long chord bears South 65°44'31" East, 16.80 feet); thence non-tangentially,
C78 Along a curve to the right, having a radius of 239.21 feet and a central angle of 2°47'52", an arc length of 11.68 feet (long chord bears South 62°19'52" East, 11.68 feet); thence non-tangentially,
C79 Along a curve to the right, having a radius of 106.10 feet and a central angle of 6°47'32", an arc length of 12.58 feet (long chord bears South 13°46'20" West, 12.57 feet); thence non-tangentially,
C80 Along a curve to the left, having a radius of 26.83 feet and a central angle of 31°30'36", an arc length of 14.76 feet (long chord bears South 10°21'58" East, 14.57 feet); thence non-tangentially,
C81 Along a curve to the left, having a radius of 26.83 feet and a central angle of 11°04'46", an arc length of 5.19 feet (long chord bears South 31°40'09" East, 5.18 feet); thence non-tangentially,
C82 Along a curve to the left, having a radius of 384.66 feet and a central angle of 2°54'28", an arc length of 19.52 feet (long chord bears South 40°16'08" East, 19.52 feet); thence non-tangentially,
L83 South 86°01'15" West, 5.57 feet; thence,
L84 North 47°46'35" West, 31.00 feet; thence non-tangentially,
C85 Along a curve to the right, having a radius of 6.09 feet and a central angle of 58°42'02", an arc length of 6.24 feet (long chord bears North 18°24'15" West, 5.97 feet); thence non-tangentially,
L86 North 13°10'38" East, 10.40 feet; thence non-tangentially,
C87 Along a curve to the left, having a radius of 9.60 feet and a central angle of 76°45'14", an arc length of 12.86 feet (long chord bears North 41°22'17" West, 11.92 feet); thence non-tangentially,
C88 Along a curve to the left, having a radius of 6.09 feet and a central angle of 52°12'58", an arc length of 5.55 feet (long chord bears South 51°05'51" West, 5.36 feet); thence non-tangentially,
L89 North 88°30'00" East, 1.29 feet; thence non-tangentially,
C90 Along a curve to the right, having a radius of 2.16 feet and a central angle of 274°13'34", an arc length of 10.34 feet (long chord bears South 5°33'39" West, 2.94 feet); thence non-tangentially,

L91 South 25°07'42" East, 7.59 feet; thence non-tangentially,
C92 Along a curve to the left, having a radius of 14.09 feet and a central angle of 58°35'46", an arc length of 14.41 feet (long chord bears South 9°23'18" East, 13.79 feet); thence non-tangentially,
L93 South 46°32'04" East, 21.19 feet; thence,
L94 South 48°20'45" East, 13.30 feet; thence,
L95 South 80°18'12" East, 7.63 feet; thence,
L96 South 17°09'31" East, 1.54 feet; thence,
L97 South 18°15'49" East, 6.57 feet; thence,
C98 Along a curve to the left, having a radius of 22.64 feet and a central angle of 45°31'36", an arc length of 17.99 feet (long chord bears South 3°30'48" West, 17.52 feet); thence non-tangentially,
L99 South 31°59'19" East, 8.93 feet; thence,
L100 South 28°02'42" East, 8.43 feet; thence,
L101 South 25°52'13" East, 10.32 feet; thence,
L102 South 27°55'11" East, 6.84 feet; thence non-tangentially,
C103 Along a curve to the left, having a radius of 51.90 feet and a central angle of 18°26'58", an arc length of 16.71 feet (long chord bears South 41°43'25" East, 16.64 feet); thence non-tangentially,
C104 Along a curve to the left, having a radius of 65.69 feet and a central angle of 9°09'34", an arc length of 10.50 feet (long chord bears South 59°42'36" East, 10.49 feet); thence non-tangentially,
C105 Along a curve to the left, having a radius of 52.97 feet and a central angle of 10°16'04", an arc length of 9.49 feet (long chord bears South 69°25'18" East, 9.48 feet); thence non-tangentially,
C106 Along a curve to the left, having a radius of 76.80 feet and a central angle of 13°13'36", an arc length of 17.73 feet (long chord bears South 77°55'02" East, 17.69 feet); thence non-tangentially,
L107 South 82°04'10" East, 11.24 feet; thence,
L108 South 8°28'16" East, 1.81 feet; thence,
L109 South 4°43'30" East, 3.24 feet; thence,
L110 South 8°57'57" West, 3.13 feet; thence,
L111 South 27°29'54" West, 2.78 feet; thence,
L112 South 52°37'54" West, 2.37 feet; thence,
L113 South 75°39'36" West, 2.77 feet; thence,
L114 North 9°21'37" West, 0.86 feet; thence,
L115 North 24°32'41" East, 1.71 feet; thence,
L116 North 65°27'19" West, 28.02 feet; thence,
L117 South 24°32'41" West, 2.08 feet; thence,
L118 South 65°27'19" East, 0.69 feet; thence,
L119 South 45°27'59" West, 3.05 feet; thence,
L120 South 15°41'21" West, 5.38 feet; thence,
L121 North 67°38'52" West, 1.38 feet; thence,

L122 South 22°21'08" West, 2.49 feet; thence,
L123 South 67°38'52" East, 29.73 feet; thence,
L124 North 22°21'08" East, 2.49 feet; thence,
L125 South 67°38'52" East, 0.07 feet; thence,
L126 North 62°06'41" East, 2.25 feet; thence,
L127 North 79°54'59" East, 6.87 feet; thence,
L128 North 45°10'20" East, 4.22 feet; thence,
L129 North 25°28'37" East, 4.10 feet; thence,
L130 North 12°11'13" East, 3.72 feet; thence,
L131 North 9°21'58" East, 3.93 feet; thence,
L132 North 11°38'56" East, 1.52 feet; thence non-tangentially,
C133 Along a curve to the left, having a radius of 33.87 feet and a central angle of 31°39'46", an arc length of 18.72 feet (long chord bears North 84°01'39" East, 18.48 feet); thence non-tangentially,
L134 North 57°20'26" East, 4.32 feet; thence,
L135 North 25°51'19" East, 3.84 feet; thence,
L136 North 16°55'56" East, 3.59 feet; thence,
L137 North 14°59'51" East, 3.11 feet; thence,
L138 North 1°02'05" West, 4.06 feet; thence,
L139 South 83°37'45" East, 3.72 feet; thence,
L140 South 55°12'13" East, 2.78 feet; thence,
L141 North 34°47'47" East, 1.50 feet; thence,
L142 South 83°37'45" East, 4.70 feet; thence,
C143 Along a curve to the left, having a radius of 74.67 feet and a central angle of 11°29'54", an arc length of 14.99 feet (long chord bears North 88°49'09" East, 14.96 feet); thence non-tangentially,
C144 Along a curve to the right, having a radius of 22.17 feet and a central angle of 23°41'10", an arc length of 9.17 feet (long chord bears North 89°10'39" East, 9.10 feet); thence non-tangentially,
L145 South 75°29'24" East, 2.78 feet; thence,
L146 South 73°40'39" East, 1.02 feet; thence,
L147 South 75°07'54" East, 9.22 feet; thence,
L148 South 72°13'48" East, 2.81 feet; thence,
L149 South 70°02'52" East, 4.80 feet; thence,
L150 South 70°12'47" East, 2.83 feet; thence non-tangentially,
C151 Along a curve to the right, having a radius of 136.61 feet and a central angle of 12°33'56", an arc length of 29.96 feet (long chord bears South 64°42'04" East, 29.90 feet); thence non-tangentially,
C152 Along a curve to the right, having a radius of 162.07 feet and a central angle of 3°44'02", an arc length of 10.56 feet (long chord bears South 56°33'00" East, 10.56 feet); thence non-tangentially,

L153 South 34°40'12" West, 23.80 feet; thence non-tangentially,
C154 Along a curve to the left, having a radius of 46.27 feet and a central angle of 2°31'34", an arc length of 2.04 feet (long chord bears North 49°40'18" West, 2.04 feet); thence non-tangentially,
L155 South 45°09'17" West, 7.13 feet; thence,
C156 Along a curve to the left, having a radius of 50.05 feet and a central angle of 17°46'10", an arc length of 15.52 feet (long chord bears South 55°09'18" East, 15.46 feet); thence non-tangentially,
C157 Along a curve to the left, having a radius of 53.30 feet and a central angle of 13°28'06", an arc length of 12.53 feet (long chord bears South 71°44'58" East, 12.50 feet); thence non-tangentially,
C158 Along a curve to the left, having a radius of 21.12 feet and a central angle of 7°50'46", an arc length of 2.89 feet (long chord bears South 79°55'23" East, 2.89 feet); thence non-tangentially,
L159 South 55°19'48" East, 14.34 feet; thence,
L160 South 34°45'13" West, 11.69 feet; thence,
L161 South 55°14'47" East, 19.68 feet; thence,
L162 North 34°45'13" East, 11.72 feet; thence,
L163 South 55°19'48" East, 5.77 feet; thence,
L164 North 34°40'12" East, 5.09 feet; thence,
L165 South 55°19'48" East, 11.88 feet; thence,
L166 North 34°40'12" East, 43.88 feet; thence,
L167 North 55°19'48" West, 84.37 feet; thence,
L168 South 34°40'12" West, 16.69 feet; thence,
L169 North 55°19'48" West, 1.34 feet; thence,
L170 North 67°09'26" West, 3.47 feet; thence non-tangentially,
C171 Along a curve to the left, having a radius of 148.05 feet and a central angle of 12°06'46", an arc length of 31.30 feet (long chord bears North 64°34'59" West, 31.24 feet); thence non-tangentially,
L172 North 69°20'25" West, 2.87 feet; thence,
L173 North 69°58'07" West, 4.90 feet; thence,
L174 North 71°57'28" West, 2.90 feet; thence,
L175 North 75°30'44" West, 9.19 feet; thence,
L176 North 73°10'02" West, 1.59 feet; thence,
L177 North 77°57'31" West, 2.84 feet; thence non-tangentially,
C178 Along a curve to the left, having a radius of 21.22 feet and a central angle of 29°24'06", an arc length of 10.89 feet (long chord bears North 89°16'39" West, 10.77 feet); thence non-tangentially,
C179 Along a curve to the right, having a radius of 72.49 feet and a central angle of 10°57'50", an arc length of 13.87 feet (long chord bears South 88°42'31" West, 13.85 feet); thence non-tangentially,
L180 North 87°53'07" West, 1.56 feet; thence,
L181 North 34°47'47" East, 12.14 feet; thence,

L182 South 55°12'13" East, 2.95 feet; thence,
L183 North 34°47'47" East, 47.93 feet; thence,
L184 North 55°12'13" West, 8.63 feet; thence,
L185 North 34°47'47" East, 2.75 feet; thence,
L186 North 55°12'13" West, 3.00 feet; thence,
L187 North 34°42'29" East, 9.41 feet; thence,
L188 North 55°17'31" West, 16.59 feet; thence,
L189 South 34°42'29" West, 9.38 feet; thence,
L190 North 55°12'13" West, 37.36 feet; thence,
L191 North 34°47'47" East, 7.67 feet; thence,
L192 North 55°12'13" West, 1.01 feet; thence,
L193 North 34°47'47" East, 2.17 feet; thence,
L194 North 55°12'13" West, 0.98 feet; thence,
L195 North 34°47'47" East, 2.16 feet; thence,
L196 North 55°12'13" West, 1.00 feet; thence,
L197 North 34°47'47" East, 2.16 feet; thence,
L198 North 55°12'13" West, 1.00 feet; thence,
L199 North 34°47'47" East, 2.16 feet; thence,
L200 North 55°12'13" West, 1.00 feet; thence,
L201 North 34°47'47" East, 4.33 feet; thence,
L202 North 55°19'09" West, 6.47 feet; thence,
C203 Along a curve to the left, having a radius of 380.76 feet and a central angle of 3°08'28", an arc length of 20.87 feet (long chord bears North 40°22'28" West, 20.87 feet); thence non-tangentially,
C204 Along a curve to the left, having a radius of 124.29 feet and a central angle of 23°55'08", an arc length of 51.89 feet (long chord bears North 56°38'26" West, 51.51 feet); thence non-tangentially,
C205 Along a curve to the right, having a radius of 113.09 feet and a central angle of 12°17'40", an arc length of 24.27 feet (long chord bears North 66°29'00" West, 24.22 feet); thence non-tangentially,
C206 Along a curve to the right, having a radius of 260.55 feet and a central angle of 3°05'56", an arc length of 14.09 feet (long chord bears North 60°48'41" West, 14.09 feet); thence non-tangentially,
L207 North 62°49'57" East, 16.64 feet; thence,
L208 North 27°15'29" West, 19.29 feet; thence,
C209 Along a curve to the left, having a radius of 27.66 feet and a central angle of 1°09'36", an arc length of 0.56 feet (long chord bears North 52°58'49" East, 0.56 feet); thence non-tangentially,
L210 South 47°05'37" East, 13.20 feet; thence,
L211 North 42°57'49" East, 10.80 feet; thence,
L212 North 47°06'44" West, 12.92 feet; thence,
L213 North 41°04'13" East, 1.01 feet to a point on said boundary; thence, along said boundary,

L214 South 47°06'15" East, 263.08 feet; thence non-tangentially,
C215 Along a curve to the left, having a radius of 240.00 feet and a central angle of 6°45'10", an arc length of 28.29 feet (long chord bears South 50°28'48" East, 28.27 feet); thence, leaving said boundary, non-tangentially,
L216 South 36°15'11" West, 4.25 feet; thence,
L217 North 54°23'14" West, 6.03 feet; thence,
L218 South 35°36'46" West, 11.00 feet; thence,
L219 South 54°23'14" East, 23.00 feet; thence,
L220 North 35°36'46" East, 11.00 feet; thence,
L221 North 54°23'14" West, 5.97 feet; thence,
L222 North 36°00'54" East, 4.40 feet to a point on said boundary; thence, along said boundary, non-tangentially,
C223 Along a curve to the left, having a radius of 240.00 feet and a central angle of 2°56'04", an arc length of 12.29 feet (long chord bears South 57°56'35" East, 12.29 feet); thence tangentially,
L224 South 59°24'40" East, 63.81 feet; thence non-tangentially,
L225 South 38°45'00" West, 167.63 feet; thence,
L226 North 47°08'30" West, 88.65 feet; thence,
L227 North 66°46'30" West, 263.86 feet; thence,
L228 South 34°45'00" West, 40.63 feet, more or less, to the high tide line of the Pacific Ocean; thence,
L229 Northwesterly along said high tide line of the Pacific Ocean to a point on said high tide line bearing South 31°13'00" West from the Point Of Beginning; thence along the Northwesterly boundary of said Parcel,
L230 North 31°13'00" East, 320.00 feet, more or less, to the Point of Beginning.

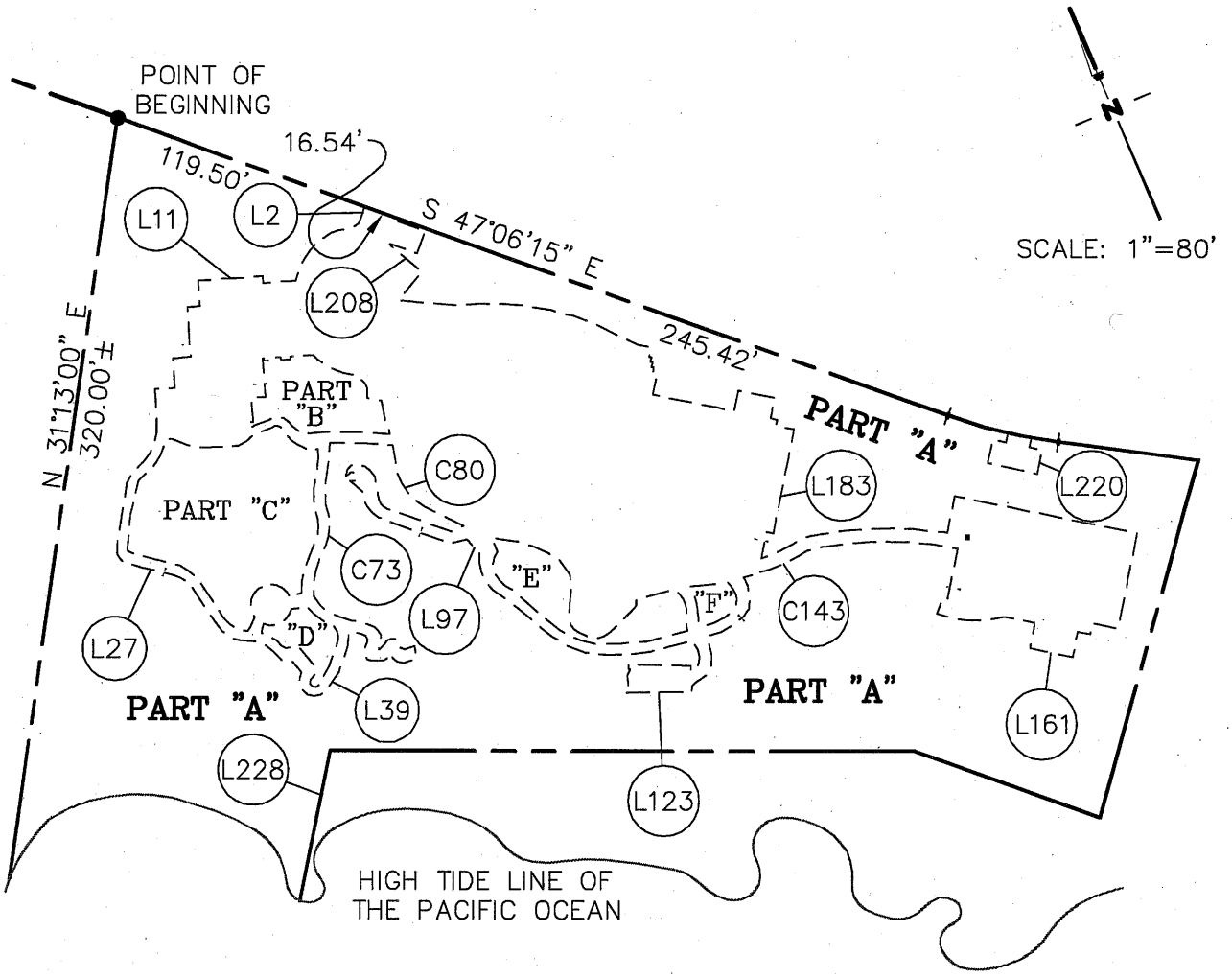


TABLE OF COURSES

LINE	BEARING	DIST.
L2	S 40°16'48" W	5.20'
L7	S 58°55'46" W	4.05'
L9	N 70°48'22" W	14.53'
L10	N 19°11'38" E	3.00'
L11	N 70°48'22" W	29.50'
L12	S 19°11'38" W	11.58'
L13	N 70°48'22" W	5.92'
L14	S 19°11'38" W	22.54'
L15	N 70°48'22" W	8.42'
L16	S 19°11'38" W	13.46'

CURVE	DELTA	RADIUS	DIST.	LONG CHORD BEARING	LONG CHORD DIST.
C3	71°41'36"	7.30'	9.13'	S 76°40'47" W	8.55'
C4	26°13'34"	14.81'	6.78'	N 80°47'10" W	6.72'
C5	15°14'18"	31.79'	8.45'	S 77°19'02" W	8.43'
C6	7°11'00"	33.92'	4.25'	S 65°54'26" W	4.25'
C8	19°07'32"	33.92'	11.32'	S 45°54'17" W	11.27'
C19	20°37'26"	27.82'	10.01'	S 29°30'18" W	9.96'
C20	29°53'22"	17.43'	9.09'	S 52°32'40" W	8.99'
C25	60°35'24"	6.74'	7.13'	S 1°00'21" E	6.80'
C29	37°54'18"	15.01'	9.93'	S 34°53'23" E	9.75'
C31	51°32'40"	15.72'	14.14'	S 31°17'19" E	13.67'

PART "A" TABLE OF COURSES (CONTINUED)

LINE	BEARING	DIST.
L17	N 70°48'22" W	9.17'
L18	S 19°11'38" W	14.69'
L21	S 68°20'01" W	8.08'
L22	S 51°21'14" W	5.04'
L23	S 32°29'41" W	12.82'
L24	S 31°33'29" W	16.90'
L26	S 51°41'58" E	9.51'
L27	S 52°34'56" E	7.00'
L28	S 52°36'17" E	7.33'
L30	S 10°59'07" E	19.74'
L32	S 63°31'01" E	7.10'
L34	S 21°46'45" E	3.95'
L37	S 17°19'43" E	6.48'
L39	N 56°08'39" E	10.72'
L40	N 42°19'15" E	11.68'
L41	N 29°42'03" E	7.02'
L42	S 82°31'16" E	0.25'
L43	S 55°37'13" E	2.55'
L44	S 54°48'14" E	2.78'
L45	S 41°01'55" E	2.18'
L47	S 47°49'38" W	2.21'
L49	S 64°04'39" E	3.15'
L51	S 9°34'47" E	0.23'
L53	S 85°58'37" E	6.53'
L54	N 14°24'26" E	5.71'
L55	N 85°14'49" W	5.02'
L56	N 45°45'32" W	1.16'
L57	N 55°55'30" W	0.64'
L59	S 63°31'45" W	2.58'
L60	S 83°29'13" W	0.95'
L61	N 18°48'21" E	2.35'
L63	N 44°49'14" W	4.10'
L64	N 51°52'37" W	3.87'
L65	N 60°19'11" W	2.52'
L66	N 49°23'57" W	6.20'
L67	N 38°36'10" W	4.33'
L68	N 44°02'54" W	2.61'
L69	N 23°54'50" W	3.37'
L70	N 13°16'43" W	4.78'
L72	N 41°50'55" E	8.17'
L75	N 28°58'33" E	7.21'
L76	N 28°41'18" E	7.59'
L83	S 86°01'15" W	5.57'
L84	N 47°46'35" W	31.00'
L86	N 13°10'38" E	10.40'

CURVE	DELTA	RADIUS	DIST.	LONG CHORD BEARING	LONG CHORD DIST.
C33	35°26'22"	15.36'	9.50'	S 37°12'45" E	9.35'
C35	78°09'10"	2.80'	3.82'	S 50°34'46" E	3.53'
C36	83°46'08"	1.73'	2.53'	S 49°29'48" E	2.31'
C38	167°02'12"	7.04'	20.52'	S 29°00'49" E	13.99'
C46	51°48'58"	3.36'	3.03'	S 8°08'16" W	2.93'
C48	124°00'04"	3.93'	8.51'	S 2°57'19" E	6.94'
C50	84°45'16"	4.54'	6.72'	N 77°08'31" E	6.12'
C52	71°40'28"	6.20'	7.76'	S 29°53'06" E	7.26'
C58	169°48'06"	3.79'	11.23'	N 52°05'09" W	7.55'
C62	97°51'16"	5.16'	8.81'	N 10°36'04" E	7.78'
C71	24°03'54"	28.11'	11.81'	N 27°48'18" E	11.72'
C73	40°09'46"	24.61'	17.25'	N 35°11'21" E	16.90'
C74	33°37'18"	32.45'	19.04'	N 19°44'01" E	18.77'
C77	4°01'36"	239.11'	16.80'	S 65°44'31" E	16.80'
C78	2°47'52"	239.21'	11.68'	S 62°19'52" E	11.68'
C79	6°47'32"	106.10'	12.58'	S 13°46'20" W	12.57'
C80	31°30'36"	26.83'	14.76'	S 10°21'58" E	14.57'
C81	11°04'46"	26.83'	5.19'	S 31°40'09" E	5.18'
C82	2°54'28"	384.66'	19.52'	S 40°16'08" E	19.52'
C85	58°42'02"	6.09'	6.24'	N 18°24'15" W	5.97'
C87	76°45'14"	9.60'	12.86'	N 41°22'17" W	11.92'
C88	52°12'58"	6.09'	5.55'	S 51°05'51" W	5.36'
C90	274°13'34"	2.16'	10.34'	S 5°33'39" W	2.94'
C92	58°35'46"	14.09'	14.41'	S 9°23'18" E	13.79'

LINE	BEARING	DIST.
L89	N 88°30'00" E	1.29'
L91	S 25°07'42" E	7.59'
L93	S 46°32'04" E	21.19'
L94	S 48°20'45" E	13.30'
L95	S 80°18'12" E	7.63'
L96	S 17°09'31" E	1.54'
L97	S 18°15'49" E	6.57'

PART "A" TABLE OF COURSES (CONTINUED)

LINE	BEARING	DIST.
L99	S 31°59'19" E	8.93'
L100	S 28°02'42" E	8.43'
L101	S 25°52'13" E	10.32'
L102	S 27°55'11" E	6.84'
L107	S 82°04'10" E	11.24'
L108	S 8°28'16" E	1.81'
L109	S 4°43'30" E	3.24'
L110	S 8°57'57" W	3.13'
L111	S 27°29'54" W	2.78'
L112	S 52°37'54" W	2.37'
L113	S 75°39'36" W	2.77'
L114	N 9°21'37" W	0.86'
L115	N 24°32'41" E	1.71'
L116	N 65°27'19" W	28.02'
L117	S 24°32'41" W	2.08'
L118	S 65°27'19" E	0.69'
L119	S 45°27'59" W	3.05'
L120	S 15°41'21" W	5.38'
L121	N 67°38'52" W	1.38'
L122	S 22°21'08" W	2.49'
L123	S 67°38'52" E	29.73'
L124	N 22°21'08" E	2.49'
L125	S 67°38'52" E	0.07'
L126	N 62°06'41" E	2.25'
L127	N 79°54'59" E	6.87'
L128	N 45°10'20" E	4.22'
L129	N 25°28'37" E	4.10'
L130	N 12°11'13" E	3.72'
L131	N 9°21'58" E	3.93'
L132	N 11°38'56" E	1.52'
L134	N 57°25'11" E	4.32'
L135	N 25°51'19" E	3.84'
L136	N 16°55'56" E	3.59'
L137	N 14°59'51" E	3.11'
L138	N 1°02'05" W	4.06'
L139	S 83°37'45" E	3.72'
L140	S 55°12'13" E	2.78'
L141	N 34°47'47" E	1.50'
L142	S 83°37'45" E	4.70'
L145	S 75°29'24" E	2.78'
L146	S 73°40'39" E	1.02'
L147	S 75°07'54" E	9.22'
L148	S 72°13'48" E	2.81'
L149	S 70°02'52" E	4.80'
L150	S 70°12'47" E	2.83'

CURVE	DELTA	RADIUS	DIST.	LONG CHORD BEARING	LONG CHORD DIST.
C98	45°31'36"	22.64'	17.99'	S 3°30'48" W	17.52'
C103	18°26'58"	51.90'	16.71'	S 41°43'25" E	16.64'
C104	9°09'34"	65.69'	10.50'	S 59°42'36" E	10.49'
C105	10°16'04"	52.97'	9.49'	S 69°25'18" E	9.48'
C106	13°13'36"	76.80'	17.73'	S 77°55'02" E	17.69'
C133	31°39'46"	33.87'	18.72'	N 84°01'39" E	18.48'
C143	11°29'54"	74.67'	14.99'	N 88°49'09" E	14.96'
C144	23°41'10"	22.17'	9.17'	N 89°10'39" E	9.10'
C151	12°33'56"	136.61'	29.96'	S 64°42'04" E	29.90'
C152	3°44'05"	162.07'	10.56'	S 56°33'00" E	10.56'
C154	2°31'34"	46.27'	2.04'	N 49°40'18" W	2.04'
C156	17°46'10"	50.05'	15.52'	S 55°09'18" E	15.46'
C157	13°28'06"	53.30'	12.53'	S 71°44'58" E	12.50'
C158	7°50'46"	21.12'	2.89'	S 79°55'23" E	2.89'

LINE	BEARING	DIST.
L153	S 34°40'12" W	23.80'
L155	S 45°09'17" W	7.13'
L159	S 55°19'48" E	14.34'
L160	S 34°45'13" W	11.69'
L161	S 55°14'47" E	19.68'

PART "A" TABLE OF COURSES (CONTINUED)

LINE	BEARING	DIST.
L162	N 34°45'13" E	11.72'
L163	S 55°19'48" E	5.77'
L164	N 34°40'12" E	5.09'
L165	S 55°19'48" E	11.88'
L166	N 34°40'12" E	43.88'
L167	N 55°19'48" W	84.37'
L168	S 34°40'12" W	16.69'
L169	N 55°19'48" W	1.34'
L170	N 67°09'26" W	3.47'
L172	N 69°20'25" W	2.87'
L173	N 69°58'07" W	4.90'
L174	N 71°57'28" W	2.90'
L175	N 75°30'44" W	9.19'
L176	N 73°10'02" W	1.59'
L177	N 77°57'31" W	2.84'
L180	N 87°53'07" W	1.56'
L181	N 34°47'47" E	12.14'
L182	S 55°12'13" E	2.95'
L183	N 34°47'47" E	47.93'
L184	N 55°12'13" W	8.63'
L185	N 34°47'47" E	2.75'
L186	N 55°12'13" W	3.00'
L187	N 34°42'29" E	9.41'
L188	N 55°17'31" W	16.59'
L189	S 34°42'29" W	9.38'
L190	N 55°12'13" W	37.36'
L191	N 34°47'47" E	7.67'
L192	N 55°12'13" W	1.01'
L193	N 34°47'47" E	2.17'
L194	N 55°12'13" W	0.98'
L195	N 34°47'47" E	2.16'
L196	N 55°12'13" W	1.00'
L197	N 34°47'47" E	2.16'
L198	N 55°12'13" W	1.00'
L199	N 34°47'47" E	2.16'
L200	N 55°12'13" W	1.00'
L201	N 34°47'47" E	4.33'
L202	N 55°19'09" W	6.47'
L207	N 62°49'57" E	16.64'
L208	N 27°15'29" W	19.29'
L210	S 47°05'37" E	13.20'
L211	N 42°57'49" E	10.80'
L212	N 47°06'44" W	12.92'
L213	N 41°04'13" E	1.01'
L214	S 47°06'15" E	263.08'

CURVE	DELTA	RADIUS	DIST.	LONG CHORD BEARING	LONG CHORD DIST.
C171	12°06'46"	148.05'	31.30'	N 64°34'59" W	31.24'
C178	29°24'06"	21.22'	10.89'	N 89°16'39" W	10.77'
C179	10°57'50"	72.49'	13.87'	S 88°42'31" W	13.85'
C203	3°08'28"	380.76'	20.88'	N 40°22'28" W	20.87'
C204	23°55'08"	124.29'	51.89'	N 56°38'26" W	51.51'
C205	12°17'40"	113.09'	24.27'	N 66°29'00" W	24.22'
C206	3°05'56"	260.55'	14.09'	N 60°48'41" W	14.09'
C209	1°09'36"	27.66'	0.56'	N 52°58'49" E	0.56'
C215	6°45'10"	240.00'	28.29'	S 50°28'48" E	28.27'
C223	2°56'04"	240.00'	12.29'	S 57°56'35" E	12.29'

LINE	BEARING	DIST.
L216	S 36°15'11" W	4.25'
L217	N 54°23'14" W	6.03'
L218	S 35°36'46" W	11.00'
L219	S 54°23'14" E	23.00'
L220	N 35°36'46" E	11.00'
L221	N 54°23'14" W	5.97'
L222	N 36°00'54" E	4.40'
L224	S 59°24'40" E	63.81'
L225	S 38°45'00" W	167.63'
L226	N 47°08'30" W	88.65'
L227	N 66°46'30" W	263.86'
L228	S 34°45'00" W	40.63'±

Part "B"

Beginning at a point from which the most Northerly corner of said described parcels bears North 08°08'13" West, 127.57 feet; thence from said Point of Beginning,

L1 South 70°41'22" East, 0.43 feet; thence,
L2 South 19°18'38" West, 1.00 feet; thence,
L3 South 70°41'22" East, 4.08 feet; thence,
L4 North 19°18'38" East, 1.00 feet; thence,
L5 South 70°41'22" East, 3.83 feet; thence,
L6 South 19°18'38" West, 1.00 feet; thence,
L7 South 70°41'22" East, 4.08 feet; thence,
L8 North 19°18'38" East, 1.00 feet; thence,
L9 South 70°41'22" East, 10.46 feet; thence non-tangentially,
C10 Along a curve to the left, having a radius of 29.25 feet and a central angle of 5°26'52", an arc length of 2.78 feet (long chord bears South 23°36'41" East 2.78 feet); thence non-tangentially,
C11 Along a curve to the left, having a radius of 28.82 feet and a central angle of 25°58'02", an arc length of 13.06 feet (long chord bears South 39°18'33" East, 12.95 feet); thence non-tangentially,
L12 South 55°12'13" East, 4.32 feet; thence non-tangentially
C13 Along a curve to the right, having a radius of 8.50 feet and a central angle of 62°35'08", an arc length of 9.28 feet (long chord bears South 23°55'05" East, 8.83 feet); thence non-tangentially,
C14 Along a curve to the right, having a radius of 9.52 feet and a central angle of 27°24'14", an arc length of 4.55 feet (long chord bears South 22°46'05" West, 4.51 feet); thence non-tangentially,
L15 South 55°12'13" East, 6.71 feet; thence non-tangentially
C16 Along a curve to the left, having a radius of 16.85 feet and a central angle of 22°08'16", an arc length of 6.51 feet (long chord bears South 13°21'25" West, 6.47 feet); thence non-tangentially,
C17 Along a curve to the right, having a radius of 98.38 feet and a central angle of 05°22'38", an arc length of 9.23 feet (long chord bears South 5°00'48" West, 9.23 feet); thence non-tangentially,
C18 Along a curve to the left, having a radius of 226.18 feet and a central angle of 2°33'22", an arc length of 10.09 feet (long chord bears North 62°33'04" West, 10.09'); thence non-tangentially,
C19 Along a curve to the left, having a radius of 242.50 feet and a central angle of 4°03'02", an arc length of 17.14 feet (long chord bears North 65°46'08" West, 17.14 feet); thence non-tangentially,
C20 Along a curve to the left, having a radius of 244.30 feet and a central angle of 0°49'48", an arc length of 3.54 feet (long chord bears North 68°12'44" West, 3.54 feet); thence non-tangentially,

C21 Along a curve to the left, having a radius of 31.28 feet and a central angle of 14°56'02", an arc length of 8.15 feet (long chord bears North 73°47'47" West, 8.13 feet); thence non-tangentially,
L22 North 38°26'55" West, 3.41 feet; thence,
L23 North 25°46'31" West, 3.30 feet; thence,
L24 North 15°01'17" West, 1.85 feet; thence non-tangentially,
C25 Along a curve to the left, having a radius of 6.50 feet and a central angle of 78°33'18", an arc length of 8.91 feet (long chord bears North 54°17'17" West, 8.23 feet); thence non-tangentially,
C26 Along a curve to the right, having a radius of 22.55 feet and a central angle of 03°31'56", an arc length of 1.39 feet (long chord bears South 88°11'32" West, 1.39 feet); thence non-tangentially,
L27 North 87°36'19" West, 6.77 feet; thence non-tangentially,
C28 Along a curve to the left, having a radius of 10.50 feet and a central angle 16°32'12", an arc length of 3.03 feet (long chord bears South 85°19'45" West, 3.02 feet); thence non-tangentially,
L29 North 19°11'38" East, 2.71 feet; thence,
L30 South 70°48'22" East, 1.92 feet; thence,
L31 North 19°11'38" East, 10.94 feet; thence,
L32 South 70°48'22" East, 6.38 feet; thence,
L33 North 19°11'38" East, 17.46 feet to the Point of Beginning.

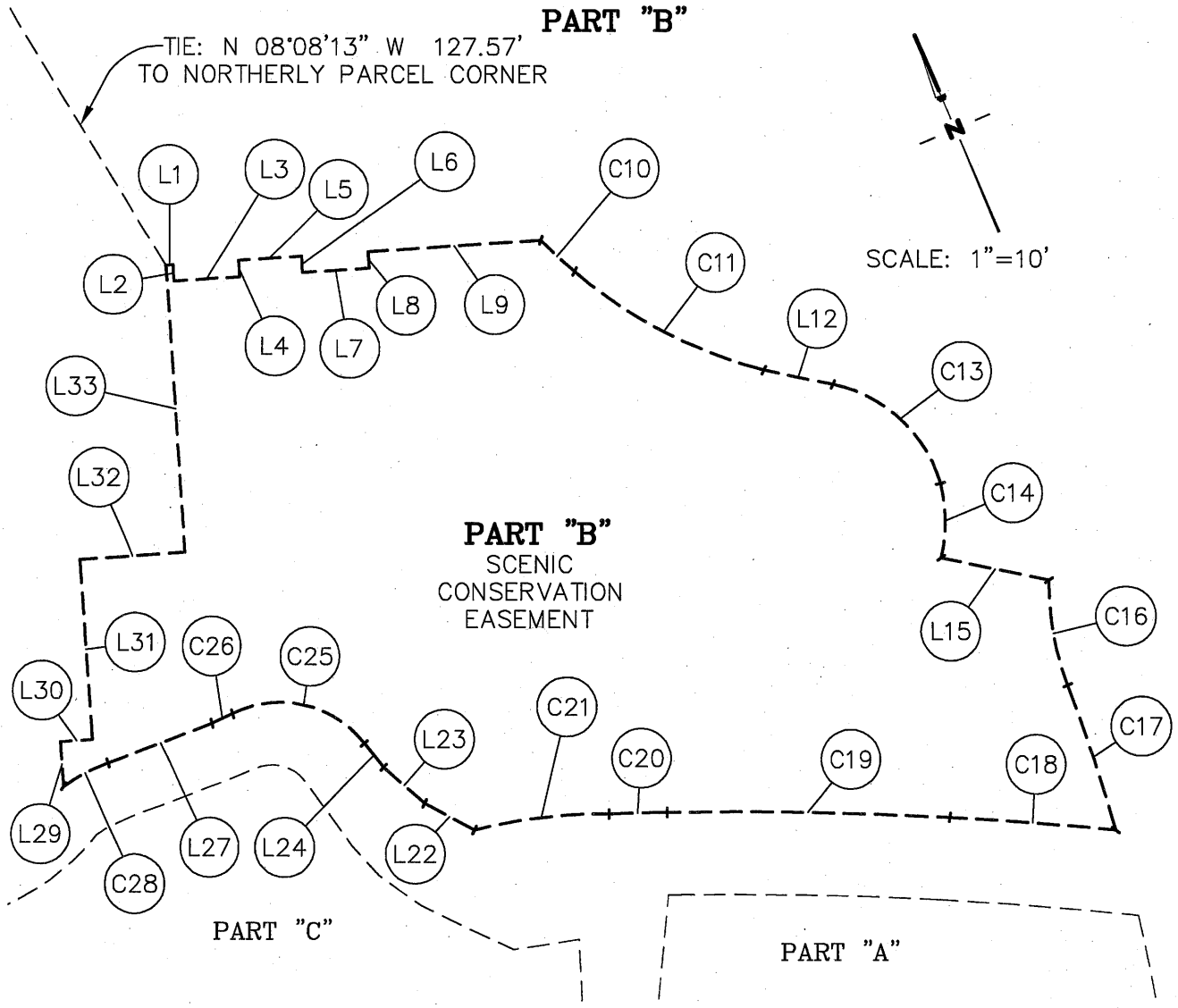


TABLE OF COURSES

LINE	BEARING	DIST.
L1	S 70°41'22" E	0.43'
L2	S 19°18'38" W	1.00'
L3	S 70°41'22" E	4.08'
L4	N 19°18'38" E	1.00'
L5	S 70°41'22" E	3.83'
L6	S 19°18'38" W	1.00'
L7	S 70°41'22" E	4.08'
L8	N 19°18'38" E	1.00'
L9	S 70°41'22" E	10.46'
L12	S 55°12'13" E	4.32'
L15	S 55°12'13" E	6.71'

CURVE	DELTA	RADIUS	LENGTH	LONG CHORD BEARING	LONG CHORD DIST.
C10	5°26'52"	29.25'	2.78'	S 23°36'41" E	2.78'
C11	25°58'02"	28.82'	13.06'	S 39°18'33" E	12.95'
C13	62°35'08"	8.50'	9.28'	S 23°55'05" E	8.83'
C14	27°24'14"	9.52'	4.56'	S 22°46'05" W	4.51'
C16	22°08'16"	16.85'	6.51'	S 13°21'25" W	6.47'
C17	5°22'38"	98.38'	9.23'	S 05°00'48" W	9.23'
C18	2°33'22"	226.18'	10.09'	N 62°33'04" W	10.09'
C19	4°03'02"	242.50'	17.14'	N 65°46'08" W	17.14'
C20	0°49'48"	244.30'	3.54'	N 68°12'44" W	3.54'
C21	14°56'02"	31.28'	8.15'	N 73°47'47" W	8.13'

PART "B" TABLE OF COURSES (CONTINUED)

LINE	BEARING	DIST.
L22	N 38°26'55" W	3.41'
L23	N 25°46'31" W	3.30'
L24	N 15°01'17" W	1.85'
L27	N 87°36'19" W	6.77'
L29	N 19°11'38" E	2.71'
L30	S 70°48'22" E	1.92'
L31	N 19°11'38" E	10.94'
L32	S 70°48'22" E	6.38'
L33	N 19°11'38" E	17.46'

CURVE	DELTA	RADIUS	LENGTH	LONG CHORD BEARING	LONG CHORD DIST.
C25	78°33'18"	6.50'	8.91'	N 54°17'17" W	8.23'
C26	3°31'56"	22.55'	1.39'	S 88°11'32'" W	1.39'
C28	16°32'12"	10.50'	3.03'	S 85°19'45" W	3.02'

Part "C"

Beginning at a point from which the most Northerly corner of said described parcels bears North 12°58'47" East, 148.31 feet; thence non-tangentially from said Point of Beginning,

C1 Along a curve to the left, having a radius of 3.76 feet and a central angle of 51°33'02", an arc length of 3.38 feet (long chord bears North 60°06'58" West, 3.27 feet); thence non-tangentially,

C2 Along a curve to the left, having a radius of 4.88 feet and a central angle of 9°17'08", an arc length of 0.79 feet (long chord bears North 84°19'43" West, 0.79 feet); thence non-tangentially,

L3 South 47°44'22" West, 3.41 feet; thence non-tangentially

C4 Along a curve to the right, having a radius of 18.00 feet and a central angle of 31°47'30", an arc length of 9.99 feet (long chord bears South 50°48'07" West, 9.86); thence non-tangentially,

L5 South 67°24'26" West, 9.30 feet; thence,

L6 South 37°01'24" West, 15.44 feet; thence,

L7 South 29°11'17" West, 15.88 feet; thence,

C8 Along a curve to the left, having a radius of 0.98 feet and a central angle of 98°57'52", an arc length of 1.69 feet (long chord bears South 2°29'48" East, 1.49 feet); thence non-tangentially,

L9 South 51°03'23" East, 11.49 feet; thence

L10 South 52°35'28" East, 12.38 feet; thence non-tangentially,

C11 Along a curve to the right, having a radius of 23.19 feet and a central angle of 35°45'38", an arc length of 14.47 feet (long chord bears South 26°50'13" East, 14.24 feet); thence non-tangentially,

L12 South 09°47'19" East, 17.20 feet; thence non-tangentially,

C13 Along a curve to the left, having a radius of 15.04 feet and a central angle of 32°02'06", an arc length of 8.41 (long chord bears South 30°10'15" East, 8.30 feet); thence non-tangentially,

L14 South 53°38'39" East, 4.70 feet; thence,

L15 North 52°45'05" East, 1.88 feet; thence,

L16 North 49°18'04" East, 4.96 feet; thence non-tangentially,

C17 Along a curve to the right, having a radius of 9.32 feet and a central angle of 198°47'20", an arc length of 32.34 feet (long chord bears North 84°21'03" East, 18.39 feet); thence non-tangentially,

L18 North 86°25'27" East, 5.58 feet; thence non-tangentially,

C19 Along a curve to the right, having a radius of 27.95 feet and a central angle of 22°58'10", an arc length of 11.20 feet (long chord bears North 31°27'14" East, 11.13 feet); thence non-tangentially,

L20 North 43°22'42" East, 9.69 feet; thence non-tangentially,

C21 Along a curve to the left, having a radius of 17.25 feet and a central angle of 45°40'28", an arc length of 13.75 feet (long chord bears North 33°58'25" East, 13.39 feet); thence non-tangentially,

C22 Along a curve to the right, having a radius of 35.17 feet and a central angle of 33°43'06", an arc length of 20.70 feet (long chord bears North 21°30'56" East, 20.40 feet); thence non-tangentially,
L23 North 29°35'47" East, 7.71 feet; thence,
L24 North 20°18'20" East, 3.61 feet; thence,
L25 North 75°40'57" West, 3.94 feet; thence,
L26 North 42°05'03" West, 2.98 feet; thence,
L27 North 40°51'43" West, 3.15 feet; thence,
L28 North 31°42'59" West, 3.23 feet; thence,
L29 North 18°00'06" West, 2.39 feet; thence,
L30 North 13°03'32" West, 4.57 feet; thence,
L31 North 15°22'51" West, 0.31 feet; thence non-tangentially,
C32 Along a curve to the left, having a radius of 2.50 feet and a central angle of 76°02'58", an arc length of 3.32 feet (long chord bears North 53°22'18" West, 3.08 feet); thence non-tangentially,
C33 Along a curve to the right, having a radius of 20.00 feet and a central angle of 4°02'24", an arc length of 1.41 feet (long chord bears North 89°20'50" West, 1.41 feet); thence non-tangentially,
L34 North 87°36'19" West, 6.87 feet; thence non-tangentially,
C35 Along a curve to the left, having a radius of 8.93 feet and a central angle of 14°05'12", an arc length of 2.20 feet (long chord bears South 85°14'15" West, 2.19 feet); thence non-tangentially,
C36 Along a curve to the right, having a radius of 14.61 feet and a central angle of 50°10'40", an arc length of 12.79 feet (long chord bears South 86°42'11" West, 12.39 feet); thence non-tangentially,
L37 North 67°04'31" West, 13.93 feet; thence non-tangentially,
C38 Along a curve to the right, having a radius of 22.16 feet and a central angle of 29°40'36", an arc length of 11.48 feet (long chord bears North 50°49'36" West, 11.35 feet) to the Point of Beginning.

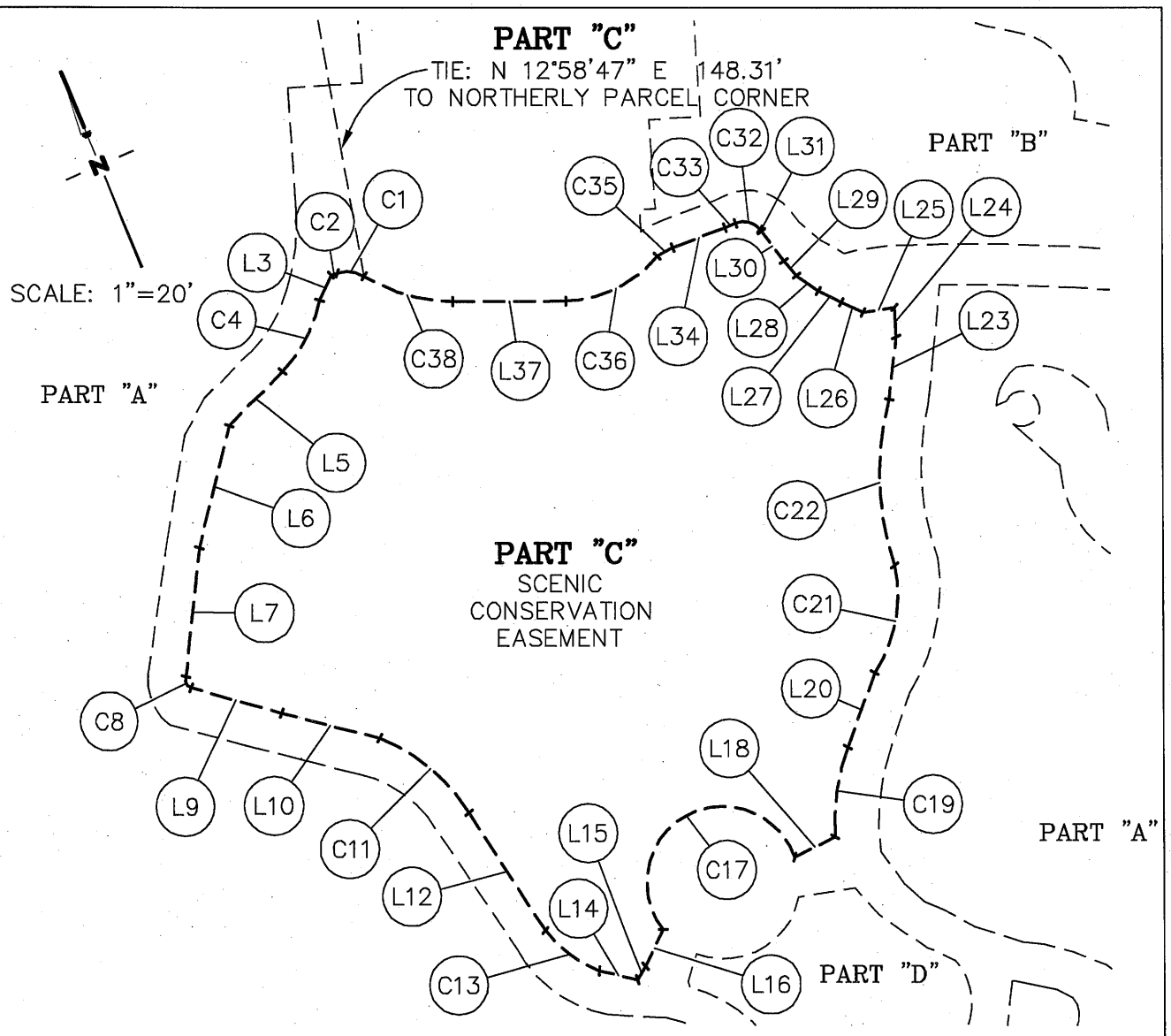


TABLE OF COURSES

LINE	BEARING	DIST.
L3	S 47°44'22" W	3.41'
L5	S 67°24'26" W	9.30'
L6	S 37°01'24" W	15.44'
L7	S 29°11'17" W	15.88'
L9	S 51°03'23" E	11.49'
L10	S 52°35'28" E	12.38'
L12	S 09°47'19" E	17.20'
L14	S 53°38'39" E	4.70'
L15	N 52°45'05" E	1.88'
L16	N 49°18'04" E	4.96'
L18	N 86°25'27" E	5.58'
L20	N 43°22'42" E	9.69'
L23	N 29°35'47" E	7.71'
L24	N 20°18'20" E	3.61'

CURVE	DELTA	RADIUS	LENGTH	LONG CHORD BEARING	LONG CHORD DIST.
C1	51°33'02"	3.76'	3.38'	N 60°06'58" W	3.27'
C2	9°17'08"	4.88'	0.79'	N 84°19'43" W	0.79'
C4	31°47'30"	18.00'	9.99'	S 50°48'07" W	9.86'
C8	98°57'52"	0.98'	1.69'	S 02°29'48" E	1.49'
C11	35°45'38"	23.19'	14.47'	S 26°50'13" E	14.24'
C13	32°02'06"	15.04'	8.41'	S 30°10'15" E	8.30'
C17	198°47'20"	9.32'	32.34'	N 84°21'03" E	18.39'
C19	22°58'10"	27.95'	11.20'	N 31°27'14" E	11.13'
C21	45°40'28"	17.25'	13.75'	N 33°58'25" E	13.39'
C22	33°43'06"	35.17'	20.70'	N 21°30'56" E	20.40'

PART "C" TABLE OF COURSES (CONTINUED)

LINE	BEARING	DIST.
L25	N 75°40'57" W	3.94'
L26	N 42°05'03" W	2.98'
L27	N 40°51'43" W	3.15'
L28	N 31°42'59" W	3.23'
L29	N 18°00'06" W	2.39'
L30	N 13°03'32" W	4.57'
L31	N 15°22'51" W	0.31'
L34	N 87°36'19" W	6.87'
L37	N 67°04'31" W	13.93'

CURVE	DELTA	RADIUS	LENGTH	LONG CHORD BEARING	LONG CHORD DIST.
C32	76°02'58"	2.50'	3.32'	N 53°22'18" W	3.08'
C33	4°02'24"	20.00'	1.41'	N 89°20'50" W	1.41'
C35	14°05'12"	8.93'	2.20'	S 85°14'15" W	2.19'
C36	50°10'40"	14.61'	12.79'	S 86°42'11" W	12.39'
C38	29°40'36"	22.16'	11.48'	N 50°49'36" W	11.35'

Part "D"

Beginning at a point from which the most Northerly corner of said described parcels bears North 01°52'30" East, 237.24 feet; thence from said Point of Beginning,

L1 South 19°36'22" East, 4.37 feet; thence,
L2 South 31°27'07" East, 3.86 feet; thence,
L3 South 33°15'06" East, 3.21 feet; thence,
L4 South 41°44'48" East, 3.84 feet; thence non-tangentially,
C5 Along a curve to the right, having a radius of 7.78 feet and a central angle of 65°15'32", an arc length of 8.86 feet (long chord bears South 13°48'41" West, 8.39 feet); thence non-tangentially,
L6 South 43°03'20" West, 10.66 feet; thence,
L7 South 51°39'13" West, 8.69 feet; thence non-tangentially,
C8 Along a curve to the right, having a radius of 2.23 feet and a central angle of 226°21'26", an arc length of 8.81 feet (long chord bears North 28°10'09" West, 4.10 feet); thence non-tangentially,
C9 Along a curve to the left, having a radius of 4.26 feet and a central angle of 105°14'06", an arc length of 7.82 feet (long chord bears North 21°09'46" East, 6.77 feet); thence non-tangentially,
L10 North 17°19'43" West, 8.27 feet; thence non-tangentially,
C11 Along a curve to the left, having a radius of 4.54 feet and a central angle of 62°11'54", an arc length of 4.93 feet (long chord bears North 58°10'49" West, 4.69 feet); thence non-tangentially,
C12 Along a curve to the right, having a radius of 3.29 feet and a central angle of 65°30'28", an arc length of 3.76 feet (long chord bears North 58°51'27" West, 3.56 feet); thence non-tangentially,
C13 Along a curve to the left, having a radius of 16.83 feet and a central angle of 37°47'20", an arc length of 11.10 (long chord bears North 34°17'53" West, 10.90 feet); thence non-tangentially,
L14 North 7°14'42" East, 0.78 feet; thence,
L15 North 40°37'13" East, 3.49 feet; thence non-tangentially,
L16 Along a curve to the left, having a radius of 9.32 feet and a central angle of 99°49'04", an arc length of 16.24 (long chord bears North 84°12'39" East, 14.26 feet); thence non-tangentially,
L17 South 75°55'36" East, 7.08 feet to the Point of Beginning.

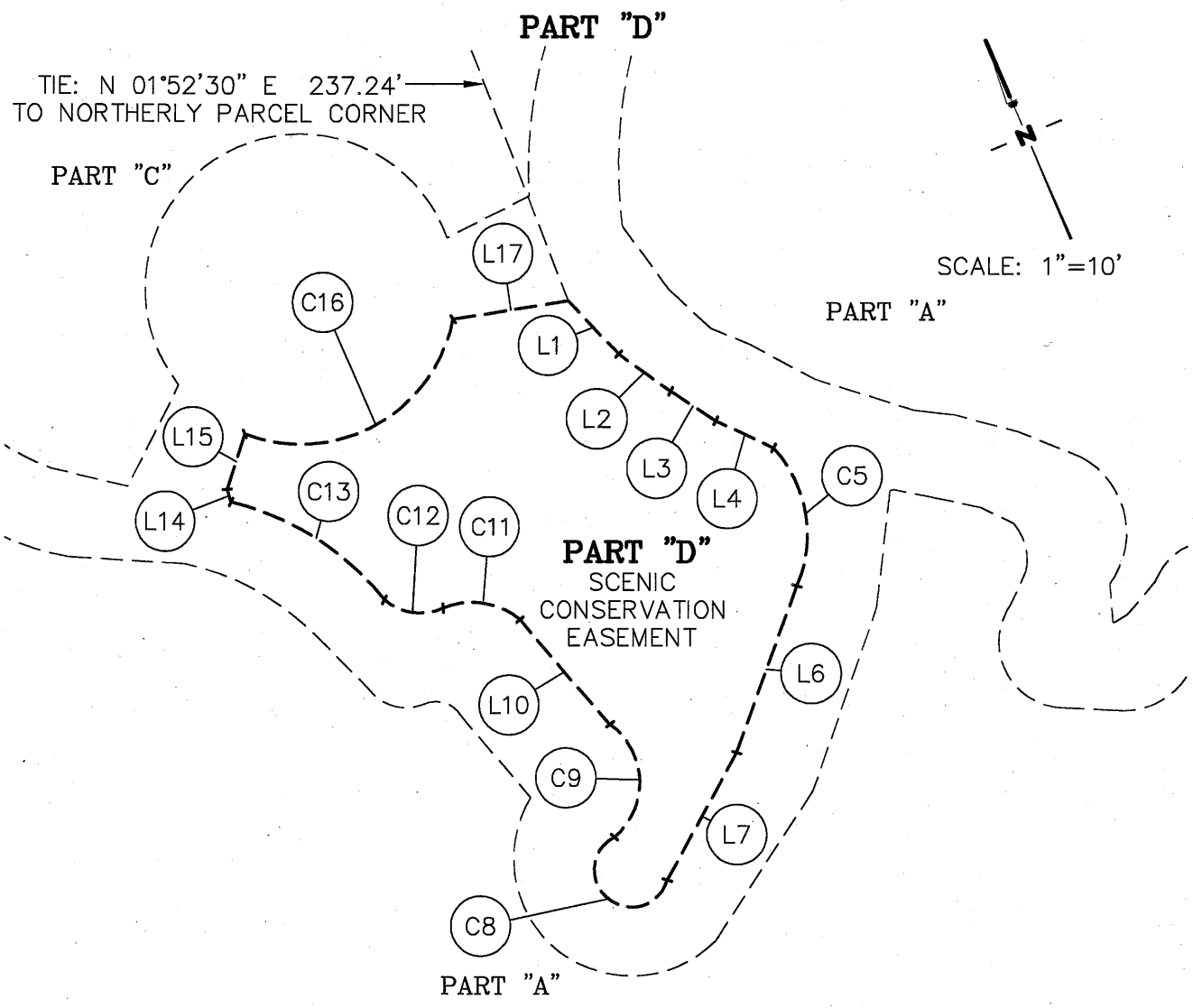


TABLE OF COURSES

LINE	BEARING	DIST.
L1	S 19°36'22" E	4.37'
L2	S 31°27'07" E	3.86'
L3	S 33°15'06" E	3.21'
L4	S 41°44'48" E	3.84'
L6	S 43°03'20" W	10.66'
L7	S 51°39'13" W	8.69'
L10	N 17°19'43" W	8.27'
L14	N 7°14'42" E	0.78'
L15	N 40°37'13" E	3.49'
L17	S 75°55'36" E	7.08'

CURVE	DELTA	RADIUS	LENGTH	LONG CHORD BEARING	LONG CHORD DIST.
C5	65°15'32"	7.78'	8.86'	S 13°48'41" W	8.39'
C8	226°21'26"	2.23'	8.81'	N 28°10'09" W	4.10'
C9	105°14'06"	4.26'	7.82'	N 21°09'46" E	6.77'
C11	62°11'54"	4.54'	4.93'	N 58°10'49" W	4.69'
C12	65°30'28"	3.29'	3.76'	N 58°51'27" W	3.56'
C13	37°47'20"	16.83'	11.10'	N 34°17'53" W	10.90'
C16	99°49'04"	9.32'	16.24'	N 84°12'39" E	14.26'

Part "E"

Beginning at a point from which the most Northerly corner of said described parcels bears North 18°36'56" West, 254.73 feet; thence from said Point of Beginning,

L1 South 0°30'50" East, 7.00 feet; thence,
L2 South 49°43'49" West, 2.84 feet; thence non-tangentially,
C3 Along a curve to the left, having a radius of 6.21 feet and a central angle of 38°27'12", an arc length of 4.17 feet (long chord bears South 34°16'55" West, 4.09 feet); thence non-tangentially,
C4 Along a curve to the left, having a radius of 13.92 feet and a central angle of 60°14'16", an arc length of 14.63 feet (long chord bears South 17°42'21" East, 13.97 feet); thence non-tangentially,
L5 South 19°36'18" East, 3.09 feet; thence,
L6 South 25°26'54" East, 16.09 feet; thence,
L7 South 27°06'16" East, 8.57 feet; thence,
L8 South 41°33'21" East, 10.30 feet; thence,
L9 South 53°55'17" East, 7.99 feet; thence,
L10 South 68°18'58" East, 9.46 feet; thence,
L11 South 71°33'58" East, 12.78 feet; thence,
L12 South 82°02'06" East, 19.10 feet; thence,
L13 North 8°43'59" East, 1.91 feet; thence,
L14 North 16°57'08" East, 2.67 feet; thence,
L15 North 25°00'08" East, 3.06 feet; thence,
L16 North 22°44'49" East, 2.41 feet; thence,
L17 North 12°08'02" East, 2.07 feet; thence,
L18 North 0°38'33" West, 2.34 feet; thence,
L19 North 13°42'31" West, 3.02 feet; thence,
L20 North 29°09'28" West, 3.12 feet; thence non-tangentially,
C21 Along a curve to the left, having a radius of 134.39 feet and a central angle of 5°58'18", an arc length of 14.01 feet (long chord bears North 82°26'08" West, 14.00 feet); thence, non-tangentially,
L22 North 86°27'51" West, 3.77 feet; thence,
L23 South 17°28'31" West, 2.18 feet; thence non-tangentially,
C24 Along a curve to the right, having a radius of 18.18 feet and a central angle of 6°03'14", an arc length of 1.92 feet (long chord bears South 63°29'10" West, 1.92 feet); thence non-tangentially,
C25 Along a curve to the right, having a radius of 132.44 feet and a central angle of 03°09'00", an arc length of 7.28 feet (long chord bears South 66°02'21" West, 7.28 feet); thence non-tangentially,
C26 Along a curve to the right, having a radius of 58.14 feet and a central angle of 8°05'52", an arc length of 8.22 feet (long chord bears South 70°41'16" West, 8.21 feet); thence non-tangentially,

C27 Along a curve to the right, having a radius of 14.33 feet and a central angle of 11°39'18", an arc length of 2.91 feet (long chord bears South 80°46'44" West, 2.91 feet); thence non-tangentially,

C28 Along a curve to the right, having a radius of 7.96 feet and a central angle of 21°17'04", an arc length of 2.96 feet (long chord bears North 82°45'38" West, 2.94 feet); thence non-tangentially,

C29 Along a curve to the right, having a radius of 8.53 feet and a central angle of 17°15'38", an arc length of 2.57 feet (long chord bears North 61°56'02" West, 2.56 feet); thence non-tangentially,

C30 Along a curve to the right, having a radius of 20.74 feet and a central angle of 6°52'58", an arc length of 2.49 feet (long chord bears North 49°53'30" West, 2.49 feet); thence non-tangentially,

C31 Along a curve to the right, having a radius of 23.84 feet and a central angle of 8°39'38", an arc length of 3.60 feet (long chord bears North 43°43'47" West, 3.60 feet); thence non-tangentially,

C32 Along a curve to the right, having a radius of 12.89 feet and a central angle of 12°30'54", an arc length of 2.82 feet (long chord bears North 33°04'25" West, 2.81 feet); thence non-tangentially,

C33 Along a curve to the right, having a radius of 7.40 feet and a central angle of 22°12'20", an arc length of 2.87 feet (long chord bears North 15°43'06" West, 2.85 feet); thence non-tangentially,

C34 Along a curve to the right, having a radius of 8.30 feet and a central angle of 27°23'22", an arc length of 3.97 feet (long chord bears North 11°14'58" East, 3.93 feet); thence non-tangentially,

C35 Along a curve to the right, having a radius of 26.51 feet and a central angle of 8°28'48", an arc length of 3.92 feet (long chord bears North 29°09'56" East, 3.92 feet); thence non-tangentially,

C36 Along a curve to the left, having a radius of 158.39 feet and a central angle of 0°14'06", an arc length of 0.65 feet (long chord bears North 31°51'16" East, 0.65 feet); thence non-tangentially,

C37 Along a curve to the left, having a radius of 89.66 feet and a central angle of 6°04'02", an arc length of 9.49 feet (long chord bears North 28°39'34" East, 9.49 feet); thence non-tangentially,

C38 Along a curve to the left, having a radius of 9.37 feet and a central angle of 30°41'42", an arc length of 5.02 feet (long chord bears North 11°01'21" East, 4.96 feet); thence non-tangentially,

C39 Along a curve to the left, having a radius of 27.07 feet and a central angle of 19°46'56", an arc length of 9.35 feet (long chord bears North 13°43'01" West, 9.30 feet); thence non-tangentially,

L40 North 39°51'06" West, 4.43 feet; thence non-tangentially,

C41 Along a curve to the left, having a radius of 56.37 feet and a central angle of 23°47'32", an arc length of 23.41 feet (long chord bears North 50°15'48" West, 23.24 feet); thence non-tangentially,

C42 Along a curve to the right, having a radius of 39.44 feet and a central angle of 04°32'02", an arc length of 3.12 feet (long chord bears North 60°43'58" West, 3.12 feet) to the Point of Beginning.

PART "E"

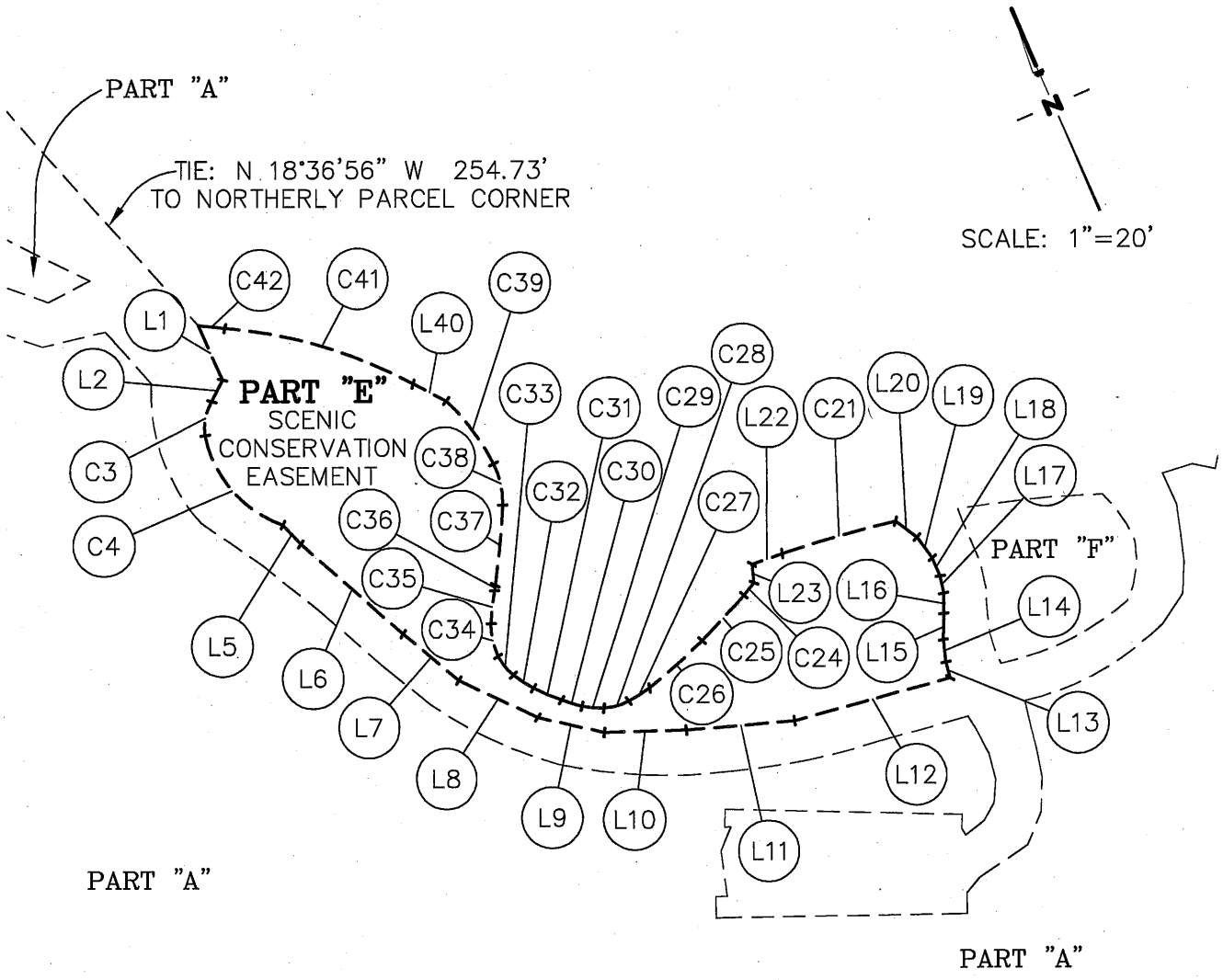


TABLE OF COURSES

LINE	BEARING	DIST.
L1	S 0°30'50" E	7.00'
L2	S 49°43'49" W	2.84'
L5	S 19°36'18" E	3.09'
L6	S 25°26'54" E	16.09'
L7	S 27°06'16" E	8.57'
L8	S 41°33'21" E	10.30'
L9	S 53°55'17" E	7.99'
L10	S 68°18'58" E	9.46'
L11	S 71°33'58" E	12.78'
L12	S 82°02'06" E	19.10'
L13	N 08°43'59" E	1.91'
L14	N 16°57'08" E	2.67'
L15	N 25°00'08" E	3.06'

CURVE	DELTA	RADIUS	LENGTH	LONG CHORD BEARING	LONG CHORD DIST.
C3	38°27'12"	6.21'	4.17'	S 34°16'55" W	4.09'
C4	60°14'16"	13.92'	14.63'	S 17°42'21" E	13.97'
C21	5°58'18"	134.39'	14.01'	N 82°26'08" W	14.00'
C24	6°03'14"	18.18'	1.92'	S 63°29'10" W	1.92'
C25	3°09'00"	132.44'	7.28'	S 66°02'21" W	7.28'
C26	8°05'52"	58.14'	8.22'	S 70°41'16" W	8.21'
C27	11°39'18"	14.33'	2.91'	S 80°46'44" W	2.91'
C28	21°17'04"	7.96'	2.96'	N 82°45'38" W	2.94'
C29	17°15'38"	8.53'	2.57'	N 61°56'02" W	2.56'
C30	6°52'58"	20.74'	2.49'	N 49°53'30" W	2.49'
C31	8°39'38"	23.84'	3.60'	N 43°43'47" W	3.60'
C32	12°30'54"	12.89'	2.82'	N 33°04'25" W	2.81'
C33	22°12'20"	7.40'	2.87'	N 15°43'06" W	2.85'

PART "E" TABLE OF COURSES (CONTINUED)

LINE	BEARING	DIST.
L16	N 22°44'49" E	2.41'
L17	N 12°08'02" E	2.07'
L18	N 00°38'33" W	2.34'
L19	N 13°42'31" W	3.02'
L20	N 29°09'28" W	3.12'
L22	N 86°27'51" W	3.77'
L23	S 17°28'31" W	2.18'
L40	N 39°51'06" W	4.43'

CURVE	DELTA	RADIUS	LENGTH	LONG CHORD BEARING	LONG CHORD DIST.
C34	27°23'22"	8.30'	3.97'	N 11°14'58" E	3.93'
C35	8°28'48"	26.51'	3.92'	N 29°09'56" E	3.92'
C36	0°14'06"	158.39'	0.65'	N 31°51'16" E	0.65'
C37	6°04'02"	89.66'	9.49'	N 28°39'34" E	9.49'
C38	30°41'42"	9.37'	5.02'	N 11°01'21" E	4.96'
C39	19°46'56"	27.07'	9.35'	N 13°43'01" W	9.30'
C41	23°47'32"	56.37'	23.41'	N 50°15'48" W	23.24'
C42	4°32'02"	39.44'	3.12'	N 60°43'58" W	3.12'

Part "F"

Beginning at a point from which the most Northerly corner of said described parcels bears North 27°34'07" West, 334.74 feet; thence non-tangentially from said Point of Beginning,

C1 Along a curve to the right, having a radius of 131.29 feet and a central angle of 6°28'46", an arc length of 14.85 feet (long chord bears South 72°52'04" East, 14.84 feet); thence non-tangentially,

C2 Along a curve to the right, having a radius of 130.57 feet and a central angle of 0°58'42", an arc length of 2.23 feet (long chord bears South 69°12'49" East, 2.23 feet); thence non-tangentially,

L3 South 20°39'43" East, 1.91 feet; thence,

L4 South 11°05'37" East, 2.65 feet; thence,

L5 South 4°39'10" East, 1.03 feet; thence,

L6 South 0°34'27" East, 1.28 feet; thence,

L7 South 18°44'28" West, 2.56 feet; thence,

L8 South 33°26'43" West, 2.61 feet; thence,

L9 South 44°15'57" West, 1.89 feet; thence non-tangentially,

C10 Along a curve to the right, having a radius of 31.27 feet and a central angle of 29°13'46"m an arc length of 15.95 feet (long chord bears South 86°13'14" West, 15.78 feet); thence non-tangentially,

L11 North 82°06'45" West, 0.84 feet; thence,

L12 North 0°35'54" West, 1.91 feet; thence,

L13 North 7°36'03" East, 1.93 feet; thence,

L14 North 16°06'47" East, 2.44 feet; thence,

L15 North 20°07'49" East, 3.05 feet; thence,

L16 North 10°43'19" East, 2.87 feet; thence,

L17 North 1°00'03" East, 2.82 feet; thence,

L18 North 0°10'25" West, 2.58 feet; thence,

L19 North 2°52'30" East, 1.50 feet to the Point of Beginning.

PART "F"

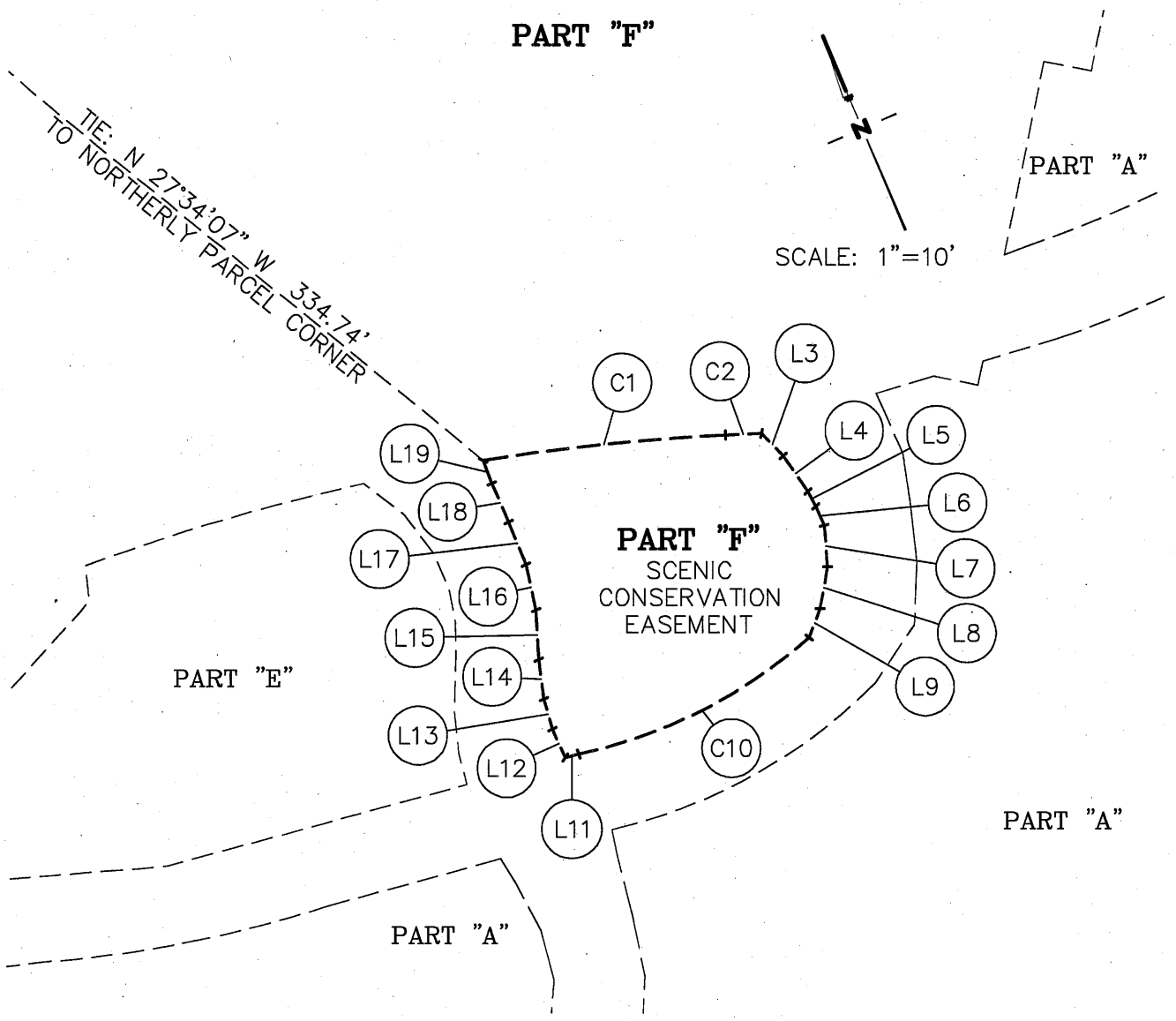


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Introduced: 12/12/2023 **Current Status:** Passed

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

a. Find that the execution of the Conservation and Scenic Easement Deed is categorically exempt under California Environmental Quality Act (CEQA) Guidelines section 15317;
b. Accept a Conservation and Scenic Easement Deed consisting of approximately 5,000 square feet over those proportions of the property with archaeological resources commonly referred to as APN 008-423-017-000 to satisfy a condition of approval related to Planning Commission Resolution 21-002 (File No. PLN190083);
c. Authorize the Chair of the Board of Supervisors to execute the Conservation and Scenic Easement Deed; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.
(Conservation and Scenic Easement Deed - PLN190083, GREEN JASON E & ANN W TRS, 3334 17-Mile Drive, Pebble Beach, APN 008-423-017-000, Del Monte Forest Land Use Plan)

PROJECT INFORMATION:

Planning File Number: PLN190083
Owner: GREEN JASON E & ANN W TRS
Project Location: 3334 17-Mile Drive, Pebble Beach
APN: 008-423-017-000
Agent: Laura Lawrence
Plan Area: Del Monte Forest Land Use Plan
Flagged and Staked: no
CEQA Action: N/A

RECOMMENDATION:

Staff recommends that the Board of Supervisors:

a. Find that the execution of the Conservation and Scenic Easement Deed is categorically exempt under CEQA Guidelines section 15317;
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SUMMARY/DISCUSSION:
On March 3, 2023, the Planning Commission adopted Resolution 21-002 approving a Combined Development Permit (PLN190083) allowing for the construction of a new residence. Condition 9 of that approval required the applicant to convey a conservation and scenic easement deed (CSED) to the Del Monte Forest Conservancy over portions of the property potentially containing archaeological resources.

The applicant has submitted the CSED and map showing the general location of the easement on the property, along with the metes and bounds description, both of which are appended to this Report, collectively, as **Attachment B**.

This CSED will satisfy the requirements of the Del Monte Forest Land Use Plan, Condition 9 of Planning Commission Resolution No. 21-002, and will ensure long-term protection of archaeological resources. No development will be allowed within the easement area and the CSED will run with the land and be disclosed to any future property owners.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
Acceptance of the scenic easement qualifies for a Class 17 categorical exemption under CEQA because it constitutes the acceptance of easements to maintain the open space character of the area (CEQA Guidelines, § 15317).

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed the CSED as to form.

FINANCING:
Funding for staff time associated with this project is included in the FY2023-24 Adopted Budget for Housing and Community Development Appropriation Unit HCD002, Unit 8543. All costs associated with maintenance of the CSED will be borne by the project applicant (Grantor) of the easement, not the County of Monterey (Grantee).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Check the related Board of Supervisors Strategic Initiatives:
__ Economic Development
X Administration
__ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Kenny Taylor, Associate Planner ext. 5096
Reviewed and approved by: Craig Spencer, Acting Director of Housing & Community Development

The following attachments are on file with the Clerk of the Board:

Attachment A - Memorandum to the Clerk of the Board

Attachment B - Conservation and Scenic Easement Deed, including:

- Exhibit A: Property Legal Description
- Exhibit B: Monterey County Planning Commission Resolution No. 21-002
- Exhibit C: Easement Legal Description and Plat Map

cc: Front Counter Copy; Craig Spencer, Scott Baughman c/o Charlie Barnett & Assoc., Architect/Agent; Jason and Ann Green, Applicants/Owners; Corey McMills, interested party; Ben McMills, interested party; John Mandurrago, interested party; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Project File PLN190083.

Introduced: 12/12/2023

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

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

Prepared by: Kenny Taylor, Associate Planner ext. 5096
Reviewed and approved by: Craig Spencer, Acting Director of Housing & Community Development CS

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Attachment A

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MONTEREY COUNTY
HOUSING AND COMMUNITY DEVELOPMENT
Craig Spencer, Acting Director

HOUSING, PLANNING, BUILDING, ENGINEERING, ENVIRONMENTAL SERVICES

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

(831)755-5025
www.co.monterey.ca.us

MEMORANDUM

Date: Board of Supervisors Consent Agenda – January 9, 2024

To: Valerie Ralph
Clerk of the Board

From: Kenny Taylor, Associate Planner
HCD – Planning

Subject: Conservation and Scenic Easement Deed for GREEN JASON E & ANNA W TRS - HCD-Planning File No. PLN190083

After approval/acceptance by the Board of Supervisors, the Clerk of the Board will submit the Conservation and Scenic Easement Deed (**Attachment B** of the January 9, 2024, Board of Supervisors staff report) to the County Recorder for filing and recordation. Please contact Kenny Taylor, HCD-Planning, at (831) 755-5096, prior to recording the documents.

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Attachment B

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When recorded return to:
COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT - PLANNING
ATTN: KENNY TAYLOR
1441 SCHILLING PL. SOUTH 2ND FLOOR
SALINAS, CA 93901
(831) 755-5025

Space above for Recorder's Use

Permit No.: PLN190083
Resolution No.: 21-002
Owner Name: Green Jason E & Ann W Trs
Project Planner: Kenny Taylor
APN: 008-423-017-000

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX OF $ 0
[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; and
[X] Exempt from transfer tax,
Reason: Transfer to a governmental entity

Signature of Declarant or Agent

CONSERVATION AND SCENIC EASEMENT DEED (COASTAL)

THIS DEED made as of the last dated signature hereunder, by and between, **JASON E. GREEN AND ANN W. GREEN TRUSTEES OF THE GREEN FAMILY TRUST, DATED FEBRUARY 24, 2004**, as Grantor, and the **DEL MONTE FOREST CONSERVANCY**, a California non-profit corporation, as Grantee, on behalf of the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter "County").

WITNESSETH:

WHEREAS, Grantor is the owner in fee of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof, situated in Monterey County, California (hereinafter the "Property")' and

WHEREAS, a portion of the Property has certain natural scenic beauty and existing openness; and

WHEREAS, the Grantor and the Grantee, desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition, and present state of use of certain areas of the Property of the Grantor, in such a way as

to ensure enhancement, protection, and management of such areas as protected areas in perpetuity; and

WHEREAS, the California Coastal Act of 1976, (hereinafter referred to as the "Act") requires that any coastal development permit approved by the County must be consistent with the provisions of the certified Local Coastal Program (LCP); and

WHEREAS, pursuant to the Act, and the LCP, Grantor applied to the County for a permit to undertake development as defined in the LCP; and

WHEREAS, a Combined Development Permit (File Number PLN190082; hereinafter referred to as the "Permit") was granted on **February 24, 2021** by the **Monterey County Planning Commission** pursuant to the Findings, Evidence and Conditions contained in Resolution No. **21-002**, attached hereto as Exhibit "B" (without plans) and hereby incorporated by reference (hereinafter the "Resolution"), subject to the following condition:

PD022(B) - EASEMENT-CONSERVATION & SCENIC IN THE DEL MONTE FOREST

Responsible Department:	RMA-Planning
Condition/Mitigation Monitoring Measure:	A conservation and scenic easement shall be conveyed to the Del Monte Forest Conservancy over those portions of the property with archaeological resources in accordance with the procedures in Monterey County Code § 20.64.280.A. The easement conveyance shall include funding adequate to ensure the management and protection of the easement area over time. The conservation and scenic easement deed shall include a corresponding map, showing the exact location of the easement on the property along with the metes and bound description developed in consultation with a qualified archaeologist and the Del Monte Forest Conservancy Inc. A Subordination Agreement shall be required, where necessary. These instruments shall be subject to approval by the County as to form and content, shall provide for enforcement, if need be, by the County or other appropriate agency, and name the County as beneficiary in event the Conservancy is unable to adequately manage these easements for the intended purpose of scenic and visual resource protection. An easement deed shall be submitted to, reviewed, and approved by the Chief of HCD-Planning and the Executive Director of the California Coastal Commission, and accepted by the Board of Supervisors prior to recording the prior to issuance of grading and building permits. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits, the Owner/Applicant shall submit the conservation and scenic easement deed and corresponding map to the Del Monte Forest Conservancy for review and approval. Prior to the issuance of grading and building permits, the Owner/Applicant shall submit to HCD - Planning the conservation and scenic easement deed and corresponding map for review and approval. Prior to final inspection, the Owner/Applicant, shall submit a signed and notarized Subordination Agreement, if required, to HCD - Planning for review and approval. Prior to commencement of use, the Owner/Applicant shall record the deed and map showing the approved conservation and scenic easement, and submit to HCD-Planning a copy of the recorded deed and map.

WHEREAS, the specific resources being protected consist of approximately 5,000 square feet containing archaeological sites; and

WHEREAS, the Grantee, acting on behalf of the People of the State of California and pursuant to the Act, and in accordance with the findings contained in the Resolution granted the Permit to the Grantor upon the condition described above (hereinafter the "Condition") requiring, inter alia, that the Grantor record a conservation easement (hereinafter "Easement") affecting a portion of the Property as described in Exhibits "C-1" and "C-2" attached hereto and hereby incorporated by reference (the "Conservation Area"), and agree to restrict development on and use of the Property so as to preserve the open space, scenic, and/or natural resource values present on the Property and so as to prevent the adverse direct and cumulative effects on coastal resources and public access to the coast which could occur if the Property were not restricted in accordance with this easement; and

WHEREAS, the Grantee has placed the Condition on the Permit because a finding must be made under the law that the proposed development is in conformity with the provisions of the certified Local Coastal Program, and that in the absence of the protections provided by the Condition said finding could not be made; and

WHEREAS, Grantor has elected to comply with the Condition and execute this Easement Deed so as to enable Grantor to undertake the development authorized by the Permit; and

WHEREAS, it is intended that this Easement Deed is irrevocable and shall constitute enforceable restrictions within the meaning of Article XIII, Section 8, of the California Constitution and that the Easement shall thereby qualify as an enforceable restriction under the provision of the California Revenue and Taxation Code, Section 402.1; and

WHEREAS, the said Grantor is willing to execute this Easement Deed for the conservation and scenic use as herein expressed of the Property, and thereby enhance,

protect, preserve, and manage the open space, scenic, and overall natural resource value by the restricted use and enjoyment of the Property by the Grantor through the imposition of the restrictions hereinafter expressed;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto Grantee, for the benefit of the People of the State of California, an estate, interest, and archaeological conservation easement in perpetuity for the purpose of protection and resource conservation over the Conservation Area in accordance with the following provisions (the "Easement"); and to that end and for the purposes of accomplishing the intent of the parties hereto, Grantor covenants on behalf of itself, its heirs, successors, and assigns, with the Grantee, its successors and assigns, to do and refrain from doing severally and collectively upon the Conservation Area the various acts hereinafter mentioned.

A. PROPERTY SUBJECT TO EASEMENT. The portion of the Property of the Grantor hereinabove referred to and to which the provisions of this instrument apply is situated in the County of Monterey, State of California, and is particularly described and depicted in Exhibits "C-1" and "C-2", attached hereto, and made part hereof, and is the Conservation Area, consisting of that portion of the Property that contains archaeological resources as identified by the Esselen Tribe of Monterey County ("ETMC") and the project archaeologists, Gail Bellenger of EMC Planning Group Inc. and Sue Morley. Angle points of easement boundaries shall be permanently marked or monumented with surveyors' pipe or similar so that the Conservation Area can be easily identified.

B. RESTRICTIONS. Upon recordation of this Easement Deed and thereafter in perpetuity, the use of the Conservation Area shall be limited to natural open space for habitat protection and resource conservation uses. No "development" (as defined in Section 20.06.310 of the LCP), including, but not limited to, removal of trees and other major or native vegetation, grading, paving, installation of structures such as signs, buildings, etc., and no grazing or agricultural activities shall occur or be allowed on the Conservation Area with exception of the following (subject to compliance with any applicable governmental regulatory requirements):

1. Grantor has the right to conduct shallow soil maintenance of the landscaping within the Conservation Area and above the protective resource cap implemented as part of the Permit's landscape plan.

2. Grantor has the right to utilize and maintain the existing and approved landscaping within the Conservation Area as a regular part of landscape maintenance, including control of exotic and invasive plants species.

3. Grantor has the right to maintain all existing and authorized future driveways, parking pads, elevated walkway, paths, and structures upon the Conservation Area, and the right to restore, renovate, and maintain the Conservation Area, in accordance with the conditions of the Permit.

4. Grantor has the right to the construction, maintenance, repair, and use of public service and utility lines, pipes, and transmission facilities (including those for gas, electricity, telephone, water, treated wastewater irrigation, sewer, and cable television), and facilities for drainage and erosion and sedimentation control.

5. Grantor shall not plant nor permit to be planted any vegetation upon the Conservation Area except plants native to Del Monte Forest, and/or vegetation specified in the Permit. Periodic efforts to control invasive non-native plants within the Conservation Area shall be undertaken.

6. Except for the construction, alteration, relocation, and maintenance of driveways, parking pads, elevated walkway, paths, and structures allowed by the Permit, no use of the Conservation Area which will or does materially alter the landscape or other attractive scenic features of said area other than those specified above shall be done or suffered.

7. Grantor shall have the use and occupancy of the Conservation Area not inconsistent with the conditions and restrictions herein imposed.

8. Grantor shall provide Grantee with copies of all Site and Construction Plans (e.g. Site, Grading, Utility, Drainage, Erosion Control and Landscape plans, etc.) showing the location of existing and proposed facilities and of the materials, and specifications for proposed grading and construction within and immediately adjacent to the Conservation Area. An advance notice is required from Grantor to Grantee whenever major maintenance or construction activities will occur within or immediately adjacent to the Conservation Area. Landscape maintenance activities shall not be subject to the advance notice requirement.

C. SUBJECT TO APPLICABLE LAWS. Land uses and development permitted or reserved to the Grantor by this instrument shall be subject to all applicable laws regulating the use of land.

D. BENEFIT AND BURDEN. This Easement shall run with and burden the Conservation Area, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be effective limitations on the use of the Conservation Area from the date of recordation of this document and shall bind the Grantor and all of its successors and assigns. This Easement shall benefit Grantee on behalf of the People of the State of California and its successors and assigns forever.

E. RIGHT OF ENTRY. The Grantee, or its agents may enter onto the Property to ascertain whether the use restrictions set forth above are being observed at times reasonably acceptable to the Grantor.

F. ENFORCEMENT. Any act or any conveyance, contract, or authorization, whether written or oral, by the Grantor which uses or would cause to be used or would permit use of the Conservation Area contrary to the terms of this Easement will be deemed a breach hereof. The Grantee may bring any action in court necessary to enforce

this Easement, including, but not limited to, injunction to terminate a breaching activity and to force the restoration of all damage done by such activity, or an action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that the Grantee may pursue any appropriate legal and equitable remedies. The Grantee shall have sole discretion to determine under what circumstances an action to enforce the terms and conditions of this of Easement Deed shall be brought in law or in equity. Any forbearance on the part of the Grantee to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.

G MAINTENANCE. The Grantee shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the Conservation Area or any interest or easement created by this Easement Deed. All costs and expenses for such maintenance, improvement, use, or possession shall be borne by the Grantor, except for costs incurred by Grantee for monitoring compliance with the terms of this Easement.

H. LIABILITY AND INDEMNIFICATION. This conveyance is made and accepted upon the express condition that the Grantee, and its agencies, departments, officers, directors, agents, employees, and authorized volunteers are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters determined to be caused by the sole negligence of the Grantee while in, upon, or in any way connected with the Conservation Area, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, and its agencies, departments, officers, directors, agents, employees, and authorized volunteers from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the Conservation Area which would subject the Grantee to any liability occurring upon the Conservation Area by virtue of the fact that the right of the Grantee to enter the Conservation Area is strictly limited to preventing uses inconsistent with the interest granted, the Property is not "property of a public entity" or "public property," and Grantee's rights herein do not include the right to enter the Property or Conservation Area for the purposes of correcting any "dangerous condition" as those terms are defined by California Government Code Section 830.

I. TRANSFER OF TITLE. Grantor shall have the absolute right to transfer its right, title, and interest in and to all or any portion of the Conservation Area and upon such a transfer the transferee, by acceptance of the deed (whether or not so stated in the deed), shall have assumed and shall be obligated to perform all of the covenants of Grantor under this Easement Deed and shall have all of the rights and obligations of and be deemed to stand in the place of the Grantor for all purposes under this Easement Deed, with respect to the land transferred; and upon such a transfer Grantor shall be fully relieved and discharged from all of Grantor's obligations under this Easement Deed with respect to the land transferred.

J. ASSIGNMENT.

1. Grantor shall have the right to assign its rights or delegate its obligations under this Easement Deed, in whole or in part. No such assignment or delegation by Grantor, however, shall relieve the owner or owners of the Conservation Area from the obligations to perform the covenants in this Easement Deed, and such covenants shall continue as covenants running with the land as specified in Paragraph D above.

2. Grantee shall have the right to assign its rights and delegate its obligations under this Easement Deed, but only to a public agency or private entity which agrees to accept such rights and assume such obligations and is approved in writing in advance by the Grantor. Grantee shall not abandon the Easement, but may assign the Easement in accordance with the preceding sentence.

K. PUBLIC ENTRY AND USE OF ROADS IN DEL MONTE FOREST. This Easement Deed does not authorize access to or use of the Property (including Conservation Area) by members of the public. The road system of Del Monte Forest is privately owned by Pebble Beach Company, and the use of the roads in Del Monte Forest is by permission of Pebble Beach Company and subject to the payment of a fee for motor vehicle use and rules and regulations imposed by Pebble Beach Company so long as they are consistent with the LCP and permits to which Pebble Beach Company is subject.

L. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this conveyance shall be binding upon and inure to the benefit of the successors and assigns of both the Grantor and the Grantee, whether voluntary or involuntary.

M. SEVERABILITY. If any provision of this Easement Deed is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

N. AMENDMENT/MODIFICATION. This Easement Deed may be amended, modified, or changed only with the written consent of the Grantor and the Grantee. In addition, an amendment to the Permit may be required, if necessary, as determined by the Grantee. Any amendment of this Easement Deed without the written consent of all three entities and any necessary amendment to the Permit shall be void and of no effect.

Executed as of the last dated signature hereunder.
JASON E. GREEN AND ANN W. GREEN TRUSTEES OF THE GREEN FAMILY TRUST, DATED FEBRUARY 24, 2004

By: Jason E. Green
Jason E. Green, as Trustee

7/13/23
Date

By: Ann W. Green
Ann W. Green, as Trustee

7/13/23
Date

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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 July 13, 2023 before me, Emily No, a Notary Public, personally appeared Jason E. Green & Ann W. Green, 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

EMILY NO
Notary Public - California
Monterey County
Commission # 2436686
My Comm. Expires Jan 31, 2027

(Seal)

CONSERVATION AND SCENIC EASEMENT DEED
SIGNATURE CONTINUATION PAGE

GRANTEE:

Accepted and Authorized to be Recorded by the Del Monte Forest Conservancy:

DEL MONTE FOREST CONSERVANCY, INC.

A Nonprofit California Corporation

By: D Eastman Dated: 8/31/2023

Print Name: Don Eastman

Title: President

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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 August 31, 2023 before me, Emily No, a Notary Public, personally appeared Don Eastman, 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.

EMILY NO
Notary Public - California
Monterey County
Commission # 2436686
My Comm. Expires Jan 31, 2027

Signature Emily No

(Seal)

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 008-423-017

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Beginning at the Northeasterly corner of Lot 62, as shown on that certain map entitled "Amended Map of Pebble Beach" filed October 13, 1911 in Book 2 of Maps, "Cities and Towns", at Pages 31, 31-A and 31-B, in the Office of the County Recorder of the County of Monterey, State of California, and running thence

(1) S. 0° 27' 30" W. 489.53 feet; thence

(2) N. 73° 56' W. 186.40 feet; thence

(3) N. 2° 05' E. 518.34 feet; thence

(4) Southeasterly, along the arc of a circular curve, described from a point bearing S. 10° 13' 10" W. 149.99 feet distant from the terminus of the preceding course, through a central angle of 30° 06' 37", for a distance of 78.82 feet to a point of reverse curvature; thence

(5) tangentially Southeasterly, along the arc of a circular curve, described from a point bearing N. 40° 19' 47" E. 219.70 feet distant from the terminus of the preceding course, through a central angle of 27° 35' 18", for a distance of 105.79 feet to the point of beginning. Comprising a portion of Lot 62, a portion of Lot 63 and a portion of Viscaino Avenue, as shown on said map.

EXHIBIT "B"

Before the Planning Commission
in and for the County of Monterey, State of California

In the matter of the application of:
GREEN JASON E & ANN W TRS (PLN190083)
RESOLUTION NO. 21-002
Resolution by the Planning Commission to:

1) Adopt a Mitigated Negative Declaration;
2) Approve a Combined Development Permit consisting of:
   a) Coastal Development Permit and Design Approval to allow construction of a new detached 799 sf garage, and 350 sf addition to the existing garage for conversion to a detached 1,810 sf gym/guesthouse/art studio, and
   b) Coastal Development Permit to allow development on a site with a positive report for archaeological resources; and
3) Adopt a Mitigation Monitoring and Reporting Program.

[PLN190083, **GREEN, JASON E & ANN W TRS**, 3334 17-Mile Drive, Pebble Beach, Del Monte Forest Land Use Plan (APN: 008-423-017-000)]

The Green application (PLN190083) for a Combined Development Permit to allow the construction of an addition to an existing single family dwelling and new garage came on for public hearing before the Monterey County Planning Commission on 24 February 2021. Having considered all the written and documentary evidence, the administrative record, the staff report, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

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

EVIDENCE:

a) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in the:
   - *1982 Monterey County General Plan*;
   - Del Monte Forest Land Use Plan (LUP);
   - Coastal Implementation Plan (CIP) Part 5; and
   - Monterey County Zoning Ordinance (Title 20)

   No conflicts were found to exist.

b) The 2.03-acre (88,248 sf) property is located at 3334 17-Mile Drive, Pebble Beach (Assessor's Parcel Number 008-423-017-000), Del Monte Forest LUP. The parcel is zoned "LDR/1.5-D(CZ)", or Low Density Residential, maximum gross density of 1.5 acres per unit in the Coastal Zone with a Design Control Overlay. A single-family residence is a principal use allowed within this zone and there is no change to this residential use.

c) The existing residence is built on a site within 750 feet of known positive archaeological resources. Pursuant to the Coastal

Implementation Plan Chapter 20.147.080 of Monterey County Zoning ordinance (Title 20) for the Del Monte Forest Land Use Plan, an archaeological report is required. Four archaeological assessments (File Nos. LIB200139, PLN190324, and LIB200138, LIB200099) were prepared by two separate archaeologists, Susan Morley and Gail Bellenger, two each respectively. All reports identify mitigations to reduce potential impacts to less than significant (See Findings 2 and 6)

d) The project is consistent with DMF LUP Key Policy on Cultural Resources to incorporate all site planning and design features to avoid impacts to archaeological resources because no construction or grading is located directly within the known boundary of the positive resources on the site. Condition No. 10 is a mitigation measure requiring implementation of a Protective Fencing Plan developed in consultation with qualified archaeologist and approved by HCD-Planning prior to issuance of permits. See Finding 6.

e) In accordance with Section 20.14.030.F of Title 20, this application includes a request for a Coastal Development Permit (CST) to allow development on a site with a report of positive archaeological resources. The project proposes a minor addition to an existing detached accessory structure and two in-ground spas a minimum of approximately 100 feet from the area of known archaeological resources. The project includes construction of a detached 3-car garage at an existing paved area bound by railroad tie terraces, the installation of which caused disturbance of the resources, prior to adoption of the DMF CIP, Part 5 in 2012. Mitigations are applied to the project to reduce to less than significant potential impacts to archaeological resources. See Finding 6. Therefore, staff supports issuance of a CST in this case.

f) Pursuant to Section 20.147.080.C.3 of the DMF CIP, Part 5, development on parcels positive for archaeological resources are subject to conditions of approval that require 1) the applicant request a rezoning of the parcel to add a Historical or Archaeological Resources ("HR") overlay (Condition No. 13), and 2) a conservation easement be placed over the area of archeological resources (Condition No. 8).

g) Pursuant to 20.44.020 of Title 20, the parcel is in the Design Control Zoning ("D") District requiring architectural compatibility and consistency of neighborhood character. The colors and materials of the garage are consistent with the other structures on the parcel and with the overall character of the neighborhood. Parcels within a "D" District are required to stake and flag the project plan to illustrate its proposed mass and form. However, staking and flagging occurring without the benefit of either an archaeological or tribal monitor, of structures located not to be visible from any public viewing, brought staff to the decision not to require storypoles.

h) The project includes installation of pervious paving that reduces an existing 19,937 square feet of impervious surfaces to 8,858 square feet. This brings the parcel into conformance with Del Monte Forest LUP Policy 77 of Chapter 3 that requires no more than 9,000 square feet of impervious surface coverage.

i) The existing 742 sq. ft. guesthouse will be remodeled as a 388 sq. ft. guesthouse bringing the structure into floor area compliance with 20.64.020 of Title 20 that requires a guesthouse have no more than 425 sq. ft of livable floor area. Condition No. 15 requires the applicant/owner record a deed restriction on the guesthouse that discloses to current and future owners applicable regulations.

j) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN190083.

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

EVIDENCE: a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Environmental Services, Pebble Beach Community Services District (PBCSD), HCD-Public Works, Facilities, and Parks (PWFP), and Environmental Health Bureau (EHB). There has been no indication from these departments/agencies that the site is not suitable for the proposed development. Conditions recommended have been incorporated.

b) The following technical reports were prepared:

- "Revised Preliminary Cultural Resources Reconnaissance" (LIB190324) prepared January 2019 by Susan Morley, M.A., Marina, CA
- "Auger Testing and Mitigation Measures" (LIB200139) prepared January 2020 by Susan Morley, M.A., Marina, CA
- "Archaeological Investigation" (LIB200099) prepared 5 June 2020 by Gail Bellenger of EMC Planning Group, Inc., Monterey, CA
- "Archaeological Investigation" (LIB200138) prepared 17 June 2020 by Gail Bellenger of EMC Planning Group, Inc., Monterey, CA

The abovementioned technical reports by outside consultants indicate there are no physical or environmental constraints that render the site unsuitable for the use proposed. Staff has independently reviewed the reports and concurs with their conclusions.

c) The subject parcel is in the Pescadero watershed which drains into the Carmel Area of Special Biological Significance (ASBS) and the project was reviewed by HCD-Environmental Services (ES). HCD-ES reviews implementation and operation of a project in terms of drainage, erosion, runoff, and sedimentation, for assessment of need for collection, filtration, and treatment. The parcel is fully developed and the new 799-ft structure is sited on an existing asphalt-paved parking area while the minor 350 square foot addition that would not require alteration or improvements to the existing systems. Therefore, the project would not diminish the quality of drainage into the Carmel ASBS pursuant to DMF CIP, Part 5 Section 20.147.030 that provides development standards for construction in the Pescadero watershed.

d) The subject property receives fire protection services from PBCSD which applies Condition No. 6 for requirements to ensure deployment of fire protection can be accommodated at the site.

e) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN190083.

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

EVIDENCE: a) The project was reviewed by the HCD-Planning, Pebble Beach Community Services District, HCD-Public Works, HCD-Environmental Services, and Environmental Health Bureau. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

b) Staff confirmed on Google Earth that the site is suitable for this residential use.

c) The application, plans and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN190083.

4. **FINDING:** **NO VIOLATIONS** - The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

EVIDENCE: a) Staff reviewed Monterey County HCD-Planning and HCD-Building Services records and is not aware of any violations existing on the subject property.

b) The application, plans and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN190083.

5. **FINDING:** **CEQA (Mitigated Negative Declaration):** The Planning Commission finds, on the basis of the whole record before it, there is no substantial evidence the project will have a significant effect on the environment, and the Mitigated Negative Declaration reflects the County's independent judgment and analysis.

EVIDENCE: a) Pursuant to California Environmental Quality Act (CEQA) Guidelines §15063(a), an Initial Study (IS) may be conducted to determine if a proposed project would have a significant impact on the environment. Staff has prepared a Mitigated Negative Declaration for the proposed project.

b) Pursuant to §15070(b) of CEQA Guidelines, a mitigated negative declaration may be prepared for a project when the Initial Study

identifies potential environmental impacts. The Initial Study identified potential impacts to Archaeological Resources and Tribal Cultural Resources.

c) Proposed mitigations that would reduce potential impacts to less than significant have been agreed upon by the applicant.

d) There is no substantial evidence in light of the whole record that the project, as mitigated, would have significant adverse effect on the environment.

e) The IS for the Green (PLN190083) application was circulated for public review 9 October to 9 November 2020.

f) The custodian of documents and materials which constitute the record of proceedings upon which the decision is based is the County Resource Management Agency, 1441 Schilling Place South, 2nd floor, Salinas, California.

g) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN190083.

6. **FINDING:** **INITIAL STUDY – POTENTIAL ENVIRONMENTAL IMPACTS LESS THAN SIGNIFICANT WITH MITIGATIONS**

The Initial Study identifies mitigations that could reduce potentially significant impacts to less than significant for cultural resources and tribal cultural resources. Implementation of recommended mitigations could reduce potential impacts to less than significant. Therefore, adoption of the Mitigated Negative Declaration is required prior to implementation of the project.

a) The parcel is located within 750 feet of known archaeological resources, requiring a Phase 1 archaeological resources study that resulted in a positive report (midden) prepared by Susan Morley in January 2019 (LIB190324) and recommendation for further study for resources via auger testing that was executed by Morley in January 2020 (LIB200139). A separate archaeological study by Gail Bellenger of EMC Planning Group, Inc. (LIB200138) concludes that after a meeting at the site with Esselen Tribesperson Tom Nason and archaeologist Susan Morley, there was agreement that further archaeological study would be unnecessary due to the fact the new garage is proposed in a previously disturbed and paved area. However, given adjacency of the new garage site to the positive archaeological resource area, intact deposits or important features could be uncovered during implementation of the project. Morley's Auger Testing evaluation recommends precise delineation of the midden prior to any ground disturbance (Condition No. 9) and that both a qualified archaeologist (Condition No. 11 - MM No. 2) and a Tribal representative (Condition No. 12 - MM No. 3) monitor all ground-disturbing activities.

b) Implementation of the project has potential to result in substantial adverse changes to the significance of tribal cultural resources if such resources were exposed or damaged during construction. Pursuant to AB 52, tribal consultation took place regarding the proposed project with a final response provided by the Esselen Tribe

which requested onsite consultation prior to any soil-disturbing activities and that a professional archaeologist and a Native American monitor be present onsite during any ground disturbance for the project. Response from the Costanoan Ohlone Rumsen-Mutsun Tribe recommends that no Native American cultural sites be disturbed. Archaeological reports that conclude intact deposits or important features could be uncovered during implementation of the project along with responses from area tribes are sufficient evidence to support mitigation through monitoring. To ensure tribal cultural resources incur less than significant impacts, a Tribal Monitor is required as Mitigation Measure No. 3 (Condition No. 12).

c) The Initial Study for the project provides mitigation measures that reduce impacts to less than significant for archaeological resources and tribal cultural resources, and that are included as Conditions of Approval.

7. **FINDING:** **PUBLIC ACCESS** - The project is consistent with the ordinances related to public trust or public use, and is in conformance with the public access and public recreation policies of the Coastal Act and Local Coastal Program pursuant to 20.147.130 of Monterey County Code Title 20 Coastal Implementation Plan Part 5 for the Del Monte Forest Land Use Plan.

EVIDENCE:

a) The subject parcel is seaward of the first public road. Therefore, in accordance with Section 20.70.050.B.4 of Title 20 Zoning Code for Monterey County Coastal Zone, the project is required to be in conformance with public access and public recreation policies of the Coastal Act.

b) **20.70.050.B.4.a – *Protection of Historic Access and/or Public Trust.*** There is no established trail or use area, nor any beach subject to ocean waves seaward of the first line of vegetation on the subject parcel. Therefore, implementation of the addition and new garage would not interfere with any form of historic public use or trust rights.

c) **20.70.050.B.4.b – *Provision of Public Access.*** Public access to the beach is not appropriate due to being contiguous with other residential parcels to the east and west, and Pebble Beach Golf Course at the southern boundary that do not accommodate access to the beach.

d) **20.70.050.B.4.c(i) – *Application of Access Requirements to Single Family Residential Development.*** The subject parcel is not characterized by any historic access, public trust, recreational value of, or accessibility to, the public beach, trails, recreation areas, or recreation support areas. Therefore, public access shall not be required.

8. **FINDING:** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors and to the California Coastal Commission (CCC).

a) Board of Supervisors. Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20). An appeal may be made to the Board of Supervisors by any public agency or person aggrieved by a

decision of an Appropriate Authority other than the Board of Supervisors.

b) California Coastal Commission (CCC). The subject parcel is located between the sea and the first through public road paralleling the sea. Therefore, in accordance with Section 20.86.080.A.1 of Title 20, a decision on this project may be appealed to the CCC after exhausting all County appeals, or by any two members of the CCC following decision of the Planning Commission.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby:

1. Adopt a Mitigated Negative Declaration;
2. Approve a Combined Development Permit consisting of:
   a) Coastal Development Permit and Design Approval to allow construction of a new detached 799 sf garage, and 350 sf addition to the existing garage for conversion to a detached 1,810 sf gym/guesthouse/art studio, and
   b) Coastal Development Permit to allow development on a site with a positive report for archaeological resources; and
3. Adopt a Mitigation Monitoring and Reporting Program

for Assessor's Parcel Number 008-423-017-000 (2.03 acres) in general conformance with the attached Plan set and subject to the twelve (15) Conditions of Approval and three (3) Mitigation Measures, all being attached hereto, and incorporated herein, by reference.

PASSED AND ADOPTED this 24th day of February 2021 upon motion of Commissioner Diehl, seconded by Commissioner Duflock, by the following vote:

AYES:	Ambriz, Coffelt, Duflock, Diehl, Monsalve, Getzelman, Gonzales, Mendoza, Daniels, Roberts
NOES:	None
ABSENT:	None
ABSTAIN:	None

Erik Lundquist

Erik Lundquist, Planning Commission Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON MAR 0 3 2021

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK OF THE BOARD ON OR BEFORE MAR 1 5 2021

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER

INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA

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

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

   Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County HCD-Planning and HCD-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Monterey County RMA Planning

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

PLN190083

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: This Combined Development Permit (PLN190083) allows a Coastal Development Permit and Design Approval for construction of a new detached 799 sf garage and 350 sf addition to the existing garage for conversion to a detached 1,810 sf gym/guesthouse/art studio; and a Coastal Development Permit for development on a site with positive archaeological resources.
The property is located at 3334 17-Mile Drive (Assessor's Parcel Number 008-423-017-000), Del Monte Forest Land Use Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD-Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled.(HCD - Planning)

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

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Combined Development Permit (Resolution Number 21-002) was approved by the Planning Commission for Assessor's Parcel Number 008-423-017-000 on 24 February 2021 The permit was granted subject to fifteen (15) conditions of approval and three (3) Mitigation Measures which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

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

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

3. PD002(A) - ATTACH RESOLUTION TO CONSTRUCTION PLANS

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: A copy of the Resolution of Approval (Resolution No. 21-002) for the Combined Development Permit (Planning File No. PLN190083) shall be incorporated onto the construction plans for the project prior to the issuance of a grading or building permit . The Contractor/Owner/Applicant shall be responsible for compliance with all conditions of approval. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to commencement of any grading or construction activities, the Owner/Applicant shall submit evidence to HCD-Planning for review and approval, that the Resolution of Approval, for the project, has been incorporated onto the construction plans for the project/approved development.

Ongoing throughout construction and until all Conditions of Approval and/or Mitigation Measures have been complied with, the Contractor/Owner/Applicant shall provide evidence of compliance with Conditions of Approval to the Responsible Land Use Department as specified in the "Condition of Approval Implementation Plan/Mitigation Monitoring Reporting Plan."

4. PD005 - FISH & GAME FEE NEG DEC/EIR

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Pursuant to the State Public Resources Code Section 753.5, State Fish and Game Code, and California Code of Regulations, the applicant shall pay a fee, to be collected by the County, within five (5) working days of project approval. This fee shall be paid before the Notice of Determination is filed. If the fee is not paid within five (5) working days, the project shall not be operative, vested or final until the filing fees are paid. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Within five (5) working days of project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning.

If the fee is not paid within five (5) working days, the applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning prior to the recordation of the final/parcel map, the start of use, or the issuance of building permits or grading permits.

5. PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring and/or Reporting Plan (Agreement) in accordance with Section 21081.6 of the California Public Resources Code and Section 15097 of Title 14, Chapter 3 of the California Code of Regulations. Compliance with the fee schedule adopted by the Board of Supervisors for mitigation monitoring shall be required and payment made to the County of Monterey at the time the property owner submits the signed Agreement. The agreement shall be recorded. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Within sixty (60) days after project approval or prior to the issuance of building and grading permits, whichever occurs first, the Owner/Applicant shall:

1) Enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring Plan.

2) Fees shall be submitted at the time the property owner submits the signed Agreement.

3) Proof of recordation of the Agreement shall be submitted to HCD-Planning.

6. FIRE007 - DRIVEWAYS

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: Driveways shall not be less than 12 feet wide unobstructed, with an unobstructed vertical clearance of not less than 15 feet. The grade for all driveways shall not exceed 15 percent. Where the grade exceeds 8 percent, a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The driveway surface shall be capable of supporting the imposed load of fire apparatus (22 tons), and be accessible by conventional-drive vehicles, including sedans. For driveways with turns 90 degrees and less, the minimum horizontal inside radius of curvature shall be 25 feet. For driveways with turns greater than 90 degrees, the minimum horizontal inside radius curvature shall be 28 feet. For all driveway turns, an additional surface of 4 feet shall be added. All driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided at no greater than 400-foot intervals. Turnouts shall be a minimum of 12 feet wide and 30 feet long with a minimum of 25-foot taper at both ends. Turnarounds shall be required on driveways in excess of 150 feet of surface length and shall be located within 50 feet of the primary building. The minimum turning radius for a turnaround shall be 40 feet from the center line of the driveway. If a hammerhead/T is used, the top of the "T" shall be a minimum of 60 feet in length. Responsible Land Use Department: _____ Fire District

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the Applicant shall incorporate the specification of the driveway into design and print the text of this condition as "Fire Department Notes" on plans.

Prior to requesting a final building inspection, the Applicant shall complete the installation of driveway improvements and obtain fire department approval the final fire inspection.

7. PD014(B) - LIGHTING-EXTERIOR LIGHTING PLAN (VS & RIDGELINE)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. Exterior lighting shall have recessed lighting elements. Exterior light sources that would be directly visible from when viewed from a common public viewing area, as defined in Section 21.06.195, are prohibited. The applicant shall submit in full size both one hard copy and one full color digital copy of the exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Chief of HCD-Planning, prior to issuance of building permits.
(RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of building permits, the Owner/Applicant shall submit in full size both one hard copy and one full color digital copy of the lighting plans to HCD - Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, staff shall conduct a site visit to ensure that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

8. PD022(B) - EASEMENT-CONSERVATION & SCENIC IN THE DEL MONTE FOREST

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: A conservation and scenic easement shall be conveyed to the Del Monte Forest Conservancy over those portions of the property with archaeological resources in accordance with the procedures in Monterey County Code § 20.64.280.A. The easement conveyance shall include funding adequate to ensure the management and protection of the easement area over time.

The conservation and scenic easement deed shall include a corresponding map, showing the exact location of the easement on the property along with the metes and bound description developed in consultation with a qualified archaeologist and the Del Monte Forest Conservancy Inc.

A Subordination Agreement shall be required, where necessary. These instruments shall be subject to approval by the County as to form and content, shall provide for enforcement, if need be, by the County or other appropriate agency, and name the County as beneficiary in event the Conservancy is unable to adequately manage these easements for the intended purpose of scenic and visual resource protection.

An easement deed shall be submitted to, reviewed, and approved by the Chief of HCD-Planning and the Executive Director of the California Coastal Commission, and accepted by the Board of Supervisors prior to recording the prior to issuance of grading and building permits. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits, the Owner/Applicant shall submit the conservation and scenic easement deed and corresponding map to the Del Monte Forest Conservancy for review and approval.

Prior to the issuance of grading and building permits, the Owner/Applicant shall submit to HCD - Planning the conservation and scenic easement deed and corresponding map for review and approval .

Prior to final inspection, the Owner/Applicant, shall submit a signed and notarized Subordination Agreement, if required, to HCD - Planning for review and approval

Prior to commencement of use, the Owner/Applicant shall record the deed and map showing the approved conservation and scenic easement, and submit to HCD-Planning a copy of the recorded deed and map.

8. PD011 - TREE AND ROOT PROTECTION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Trees which are located close to construction site(s) shall be protected from inadvertent damage from construction equipment by fencing off the canopy driplines and/or critical root zones (whichever is greater) with protective materials, wrapping trunks with protective materials, avoiding fill of any type against the base of the trunks and avoiding an increase in soil depth at the feeding zone or drip-line of the retained trees. Said protection, approved by certified arborist, shall be demonstrated prior to issuance of building permits subject to the approval of Director of HCD-Planning. If there is any potential for damage, all work must stop in the area and a report, with mitigation measures, shall be submitted by certified arborist. Should any additional trees not included in this permit be harmed, during grading or construction activities, in such a way where removal is required, the owner/applicant shall obtain required permits. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the Owner/Applicant shall submit evidence of tree protection to HCD - Planning for review and approval.

During construction, the Owner/Applicant/Arborist shall submit on-going evidence that tree protection measures are in place through out grading and construction phases. If damage is possible, submit an interim report prepared by a certified arborist.

Prior to final inspection, the Owner/Applicant shall submit photos of the trees on the property to HCD-Planning after construction to document that tree protection has been successful or if follow-up remediation or additional permits are required.

9. PD003(B) - CULTURAL RESOURCES POSITIVE ARCHAEOLOGICAL REPORT

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: To determine the boundaries of the shell midden, a shovel test pit excavation of a one by one meter, or two meters by one meter transect shall be conducted where auger testing from Morley's report December 2019 (File No. LIB200139) indicates location of the significant, intact midden deposit.

Excavated soils and materials shall be passed through 1/8 inch mesh screen. Materials remaining in the screen shall be transported to a laboratory for wet screening, utilizing 1/8 to 1/16 inch mesh screens. Following drying and sorting, the appropriate analysis shall be completed to include professional analyses of faunal remains, shell, lithics, groundstone, and flaked stone. A minimum of three radiocarbon dates and other appropriate dating techniques shall be employed.

If archaeological resources or human remains are accidentally discovered during construction, the following steps will be taken:

There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the coroner of the county in which the remain are discovered must be contacted to determine that no investigation of the cause of death is required.

If the coroner determines the remains to be Native American:
- The coroner shall contact the Native American Heritage Commission and RMA - Planning within 24 hours.
- The Native American Heritage Commission shall identify the person or persons from a recognized local tribe of the Esselen, Salinan, Costonoans/Ohlone and Chumash tribal groups, as appropriate, to be the most likely descendant.
- The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.9 and 5097.993, Or

Where the following conditions occur, the landowner or his authorized representatives shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance:

1. The Native American Heritage Commission is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 24 hours after being notified by the commission.
2. The descendant identified fails to make a recommendation; or
3. The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading or construction permits, Owner/Applicant, shall submit to HCD-Planning for review and approval the results of the shovel test pit excavation based on the previous auger testing.

Prior to the issuance of grading or building permits, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans.

Prior to Final, the Owner/Applicant, shall submit to HCD-Planning a report or letter from the archaeologist summarizing methods, findings, and recommendations.

10. PDSP001 - Mitigation Measure (MM) No. 1 - PROTECTIVE FENCING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Construction activities have potential to cause damage to known cultural resources. The owner/applicant, in consultation with a qualified archaeologist, shall develop a Protective Fencing Plan (PFP), submit said fencing plan to HCD-Planning for review and approval.

Owner/applicant/contractor shall incorporate the approved PFP within the approved set of job site and office copy construction plans for grading and/or building.

The approved PFP shall incorporate the following components:
- A project site plan clearly delineating resource areas to be protected, all locations where protective fencing shall be installed, and identify the protective fencing materials to be used.
- A signature and statement from the project archaeologist certifying that the protective fencing plan is consistent with MM No. 1.
- Protective fencing materials shall consist of chain link, snowdrift, hay bales, or mesh/field fencing (with openings greater than 1-inch and consistent with the California Coastal Commission 2012 bulletin on Wildlife-Friendly Plastic-Free Netting in Erosion and Sediment Control Products). If hay bales are used, bales shall be composed of sterile of clean straw, e.g. rice straw, free of seed and weed elements and certified as weed-free by the hay vendor.
- Protection fencing shall remain in place and be maintained in proper working order during the entire construction period.

Compliance or Monitoring Action to be Performed: Mitigation Measure Action (MMA) No. 1.a:
Prior to issuance of permits for grading and/or building, the owner/applicant shall submit to HCD-Planning for review and approval a Protective Fencing Plan, developed in consultation with the project archaeologist.

Mitigation Measure Action (MMA) No. 1.b:
Prior to any project ground disturbance, applicant/owner shall submit evidence to the Chief of HCD-Planning implementation of the approved Protective Fencing Plan.

11. PDSP002 - Mitigation Measure (MM) No. 2 - QUALIFIED ARCHAELOGICAL MONITOR

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: A qualified archaeological monitor (i.e., an archaeologist registered with the Register of Professional Archaeologists [RPA] or a Registered Archaeologist [RA] under the supervision of an RPA) shall be present during soil disturbance for all grading and excavation. If at any time, potentially significant archaeological resources or intact features are discovered, the monitor shall temporarily halt work until the find can be evaluated by the archaeological monitor. If the find is determined to be significant, work shall remain halted until a plan of action has been formulated, with the concurrence of HCD-Planning, and implemented.

Owner/applicant shall enter into a contract with a qualified archaeological monitor and submit the signed contract to HCD-Planning for review and approval. Should HCD-Planning find the contract incomplete or unacceptable, the contract will be returned to the owner/applicant and a revised contract shall be re-submitted for review and approval. The contract shall include, though not be limited to, the following:

- Pre-construction meeting agenda with specific construction activities that the monitor shall be present for, any construction activities for which the archaeological monitor will not be present, how sampling of the excavated soil will occur, and any other logistical information such as when and how work on the site will be halted.
- Provisions requiring the monitor be present during soil disturbance for all grading and excavation, and authorizing the monitor to stop work in the event resources are encountered.
- Cultural Resource Awareness and Response Training for construction personnel prior to the commencement of any grading or excavation activity. The training shall include a description of the kinds of cultural and tribal cultural resources that are found in the area, protocols to be used in the event of an unanticipated discovery, and the importance of cultural resources to the Tribal community.
- Preparation of a report by the monitor suitable for compliance documentation to be prepared within four weeks of completion of any data recovery field work.

Data recovery shall be implemented during the construction and excavation monitoring. If intact archaeological features are exposed, these shall be screened for data recovery using the appropriate method for site and soil conditions. The owner/applicant shall allow the onsite Tribal monitor (See Mitigation Measure No. 3) an opportunity to make recommendations for the disposition of potentially significant archaeological materials found. To facilitate data recovery of smaller midden components, such as beads or lithic debitage, the excavated soil from the project site shall be screened during monitoring.

A final technical report shall be prepared within one year following completion of field work if archaeological resources are uncovered and data recovery is executed. This report shall contain results of all analyses implemented throughout Mitigation Measure Nos. 2 and 3.

Artifacts associated with a finding of human remains shall be reburied in accordance with State Law and penalty for violation pursuant to PRC section 5097.994.

Compliance or Monitoring Action to be Performed:

Mitigation Measure Action (MMA) No. 2.a:
Prior to issuance of permits from HCD-Building Services, the owner/applicant shall include a note on the construction plans (each of the demolition and grading sheets) encompassing the language contained in Mitigation Measure No. 2, including all compliance actions. The owner/applicant shall submit said plans to HCD-Planning for review and approval.

Mitigation Measure Action (MMA) No. 2.b:
Prior to issuance of permits from HCD-Building Services, the owner/applicant shall submit to HCD-Planning a copy of the signed contract between the owner/applicant and a qualified archaeological monitor.

Mitigation Measure Action (MMA) No. 2.c:
Prior to any project ground disturbance, the owner/applicant shall submit to HCD-Planning evidence that a qualified archaeologist conducted a Cultural Resource Awareness and Response Training.

Mitigation Measure Action (MMA) No. 2.d
If during ground disturbance, archaeological resources are uncovered, work shall be halted on the parcel until the find can be evaluated and a plan of action formulated and implemented, with the concurrence of HCD-Planning.

Mitigation Measure Action (MMA) No. 2.e:
If archaeological resources are uncovered and data recovery is executed, a final technical report shall be submitted to HCD-Planning and to the Northwest Information Center of the California Historical Resources Information System at Sonoma State University within one year following completion of the field work.

12. PDSP003 - Mitigation Measure (MM) No. 3 - TRIBAL MONITOR

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: To ensure Tribal Cultural Resources incur less than significant impacts, a Tribal Monitor approved by the appropriate tribe traditionally and culturally affiliated with the vicinity of the subject parcel and that has consulted with the County and designated one lead contact person in accordance with AB 52 requirements, or another appropriately NAHC-recognized representative, shall be onsite during project-related grading and excavation to identify findings with tribal cultural significance. This Tribal Monitor shall have the authority to temporarily halt work to examine any potentially significant cultural materials or features. If resources are discovered, the owner/applicant/contractor shall refer to and comply with Mitigation Measures No. 2, as applicable. This mitigation is not intended to alleviate responsibility of the owner or its agents from contacting the County Coroner and complying with State law if human remains are discovered.

Any artifacts found that are not associated with a finding of human remains shall be cataloged by both the Tribal monitor and the qualified archaeological monitor. Once cataloged, the qualified archaeological monitor shall take temporary possession of the artifacts for testing and reporting purposes. Upon completion of these testing and reporting activities, all artifacts, at the discretion of the property owner, shall be returned within one year to a representative of the appropriate local tribe as recognized by the NAHC, or of the Monterey County Historical Society.

Compliance or Monitoring Action to be Performed: Mitigation Measure Action (MMA) No. 3.a:
Prior to the issuance of permits from HCD-Building Services, the owner/applicant shall include a note on the construction plans (each of the demolition and grading sheets) encompassing the language contained in Mitigation Measure No. 3, including all compliance actions. The owner/applicant shall submit said plans to HCD-Planning for review and approval.

13. PDSP004 - HISTORICAL RESOURCES "HR" OVERLAY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant/owner shall request a rezoning of the parcel to add an "HR" (Historical or Archaeological Resources) zoning district to the existing zoning of the parcel.

Compliance or Monitoring Action to be Performed: Prior to issuance of permits, the applicant/owner shall request a rezoning of the parcel to add an "HR" (Historical or Archaeological Resources) zoning district to the existing zoning of the parcel.

14. CC01 INDEMNIFICATION AGREEMENT

Responsible Department: County Counsel-Risk Management

Condition/Mitigation Monitoring Measure: The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his/her/its obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, recordation of the certificates of compliance whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. (County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel or concurrent with the issuance of building permits, the Owner/Applicant shall submit a signed and notarized Indemnification Agreement to the Office of County Counsel-Risk Management for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the Office of County Counsel-Risk Management

15. PD019(B) - DEED RESTRICTION-GUESTHOUSE (COASTAL)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a deed restriction stating the regulations applicable to a Guesthouse (Coastal) as follows:
- Only 1 guesthouse shall be allowed per lot.
- Detached guesthouses shall be located in close proximity to the principal residence.
- Guesthouses shall share the same utilities with the main residence, unless prohibited by public health requirements.
- The guesthouse shall not have cooking or kitchen facilities, including but not limited to microwave ovens, hot plates and toaster ovens.
- The guesthouse shall have a maximum of 6 linear feet of counter space, excluding counter space in a bathroom. There shall be a maximum of 8 square feet of cabinet space, excluding clothes closets.
- The guesthouse shall not exceed 425 square feet of livable floor area.
- The guesthouse shall not be separately rented, let or leased from the main residence whether compensation be direct or indirect.
- Subsequent subdivisions which divide a main residence from a guesthouse shall be prohibited.
- The guesthouse shall be designed in such a manner as to be visually consistent and compatible with the main residence on site and other residences in the area.
- The guesthouse height shall not exceed 12 feet nor be more than one story.
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits, the Owner/Applicant shall submit to HCD-Planning for review and approval guesthouse plans in compliance with regulations in Monterey County Code 20.64.020 of Title 20 regarding a guesthouse in the coastal zone.

Prior to the issuance of grading or building permits, the Owner/Applicant shall submit a signed and notarized document to the Director of HCD-Planning for review and signature by the County.

Prior to occupancy or commencement of use, the Owner/Applicant shall submit proof of recordation of the document to the Director of the HCD-Planning.

EXHIBIT "C"

LEGAL DESCRIPTION OF A CONSERVATION EASEMENT

Certain real property situate in the unincorporated area in the County of Monterey, State of California, described as follows:

Being a portion of that real property described in the deed recorded April 30, 2018 as Document Number 2018018445, Official Records of said County, also being a portion of Lot 62 as shown on that certain map entitled "Amended Map of Pebble Beach" filed October 13, 1911 in Book 2 of Maps, "Cities and Towns" at pages 31, 31-A and 31-B, records of said County, more particularly described as follows:

Beginning at a Point on the easterly boundary of said real property described in Document Number 2018018445, from which the northeasterly corner bears North 0°27'30" East, 25.57 feet; thence following the easterly boundary of said real property

1. South 0°27'30" West, 215.47 feet; thence leaving said easterly boundary
2. North 83°13'22" West, 32.39 feet; thence
3. North 0°27'32" West, 54.34 feet; thence
4. North 89°02'56" West, 26.83 feet; thence
5. North 0°06'05" East, 12.18 feet; thence
6. North 87°17'52" West, 24.18 feet; thence
7. North 2°15'53" East, 146.47 feet; thence
8. South 87°58'16" East, 79.55 feet to the Point of Beginning

Containing 14,532 square feet, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

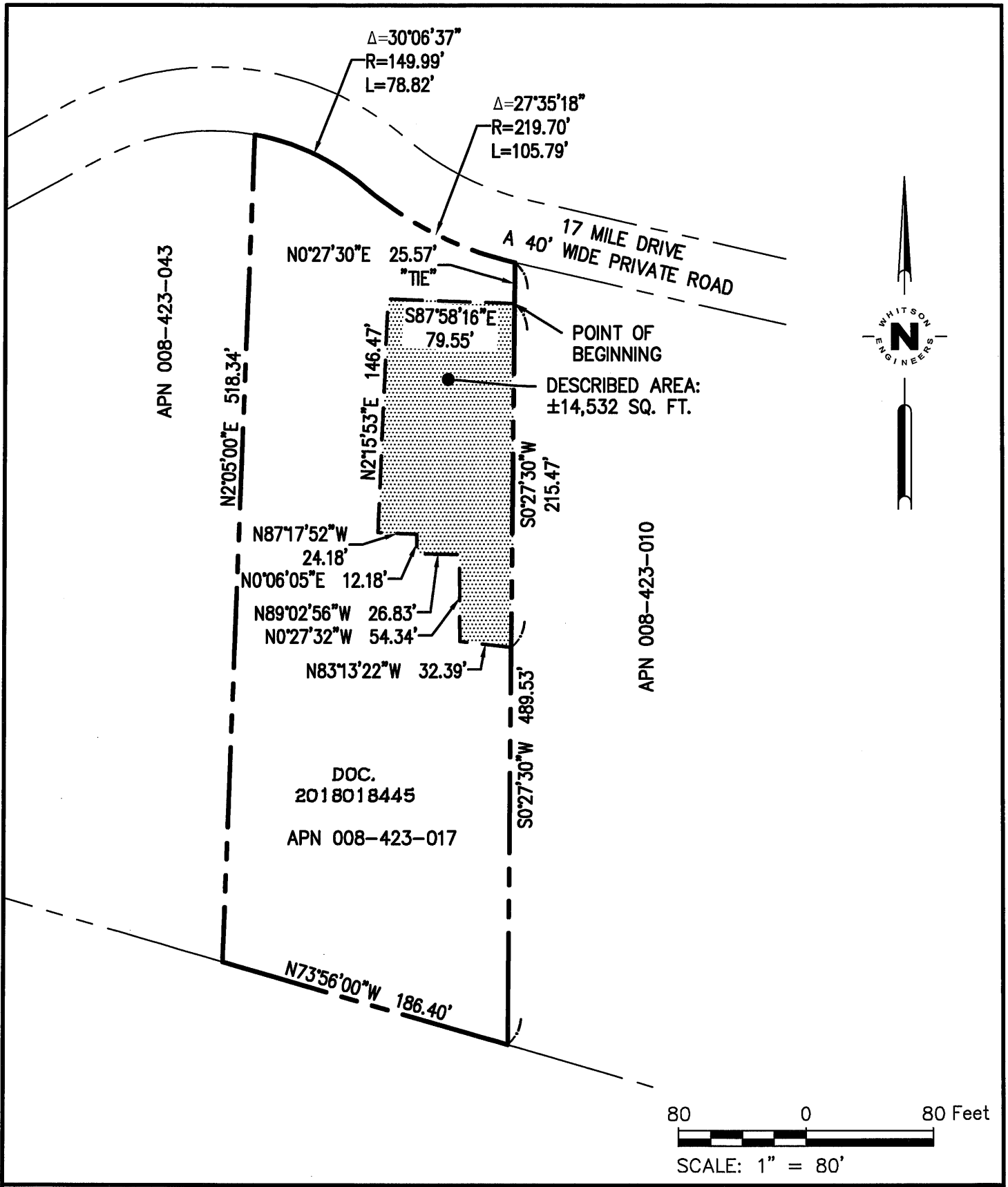
END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

6/20/2023
DATE

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 4065





PLAT TO ACCOMPANY LEGAL DESCRIPTION

CONSERVATION EASEMENT
A PORTION OF LOT 62, AMENDED MAP OF PEBBLE BEACH
MONTEREY COUNTY, CALIFORNIA
MARCH 8, 2023

Whitson ENGINEERS
Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

X:\WHITSON ARCHIVES\3800-3899\3878 - 3334 17 Mile Drive\SURVEY\3878-Topo.dwg

PROJECT No.: 3878.00

Introduced: 11/22/2023 **Current Status:** Passed

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 3 to Standard Agreement No. A-14567 between the County of Monterey and A & B Fire Protection and Safety, Inc., for fire sprinkler suppression system services including annual inspections, testing, maintenance services and on-call repairs, to renew and amend the agreement to add an additional one (1) year from December 1, 2023 to December 1, 2024, for a new term of December 2, 2019 through December 1, 2024 and increase the not to exceed amount by $100,000, for a total not to exceed amount of $615,310; and
b. Authorize the Contracts/Purchasing Officer or designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement, each extending the term by one year, with no increase in the not to exceed amount.

RECOMMENDATION:

a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 3 to Standard Agreement No. A-14567 between the County of Monterey and A & B Fire Protection and Safety, Inc., for fire sprinkler suppression system services including annual inspections, testing, maintenance services and on-call repairs, to renew and amend the agreement to add an additional one (1) year from December 1, 2023 to December 1, 2024, for a new term of December 2, 2019 through December 1, 2024 and increase the not to exceed amount by $100,000, for a total not to exceed amount of $615,310; and
b. Authorize the Contracts/Purchasing Officer or designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement, each extending the term by one year, with no increase in the not to exceed amount.

SUMMARY/ DISCUSSION

Keeping fire suppression systems in good working order and performing all required inspections is critical to public and staff safety in County owned buildings and facilities. Under this Agreement, A & B Fire provides specialized fire pump testing and calibration, water system pressure analysis, 24/7 on-call emergency service, maintenance and repairs and other services as needed by the County.

The Agreement for fire sprinkler suppression system services was awarded in December 2019 after a competitive solicitation process. The Agreement was subsequently amended to extend the term through December 1, 2023 and increase the not exceed amount to $615,310. The proposed amendments would allow staff to maintain required fire suppression services and ensure staff and

public safety for the next several years. The not to exceed amount is increased to cover potential emergency repairs and reduce the need for Emergency Purchase Orders. Regular inspection services are not expected to use the entire Not to Exceed amount.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved Amendment No. 3 as to form. The Auditor-Controller's Office has reviewed proposed Amendment No. 3 as to fiscal provisions.

FINANCING:
There is no minimum guaranteed work under this Agreement. Funding for individual work orders is verified within the approved budget allocations prior to commencement of work.

For Public Works, Facilities and Parks, funding is held within the approved budget allocations for General Fund, 001 Facility Services Appropriation Unit PFP054. The proposed not to exceed amount of $615,310 for Agreement No. A-14567 is intended to allow services to continue in future fiscal years.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Board's approval of Amendment No. 3 will allow the County to continue to meet safety standards for County owned buildings and facilities. The recommended actions support the Board of Supervisor's Strategic Initiatives for Infrastructure and Public Safety and will enable the safe operations of County owned buildings and facilities.

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

Prepared by: John Snively, Administrative Operations Manager, 831-759-6617
Patty Small, Management Analyst II, 831-784-5929
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randy 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 - Amendment No. 3 to A & B Fire Protection and Safety, Inc.
Attachment B - Amendment No. 2 to A & B Fire Protection and Safety, Inc.
Attachment C - Amendment No. 1 to A & B Fire Protection and Safety, Inc.
Attachment D - Standard Agreement with A & B Fire Protection and Safety, Inc.
Attachment E - Summary of Agreement Annual Expenditures and Balance

DocuSign Envelope ID: 7C3BDF37-6DF9-4B84-9657-B97B69E3F802

Introduced: 11/22/2023

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 3 to Standard Agreement No. A-14567 between the County of Monterey and A & B Fire Protection and Safety, Inc., for fire sprinkler suppression system services including annual inspections, testing, maintenance services and on-call repairs, to renew and amend the agreement to add an additional one (1) year from December 1, 2023 to December 1, 2024, for a new term of December 2, 2019 through December 1, 2024 and increase the not to exceed amount by $100,000, for a total not to exceed amount of $615,310; and
b. Authorize the Contracts/Purchasing Officer or designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement, each extending the term by one year, with no increase in the not to exceed amount.

RECOMMENDATION:

a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 3 to Standard Agreement No. A-14567 between the County of Monterey and A & B Fire Protection and Safety, Inc., for fire sprinkler suppression system services including annual inspections, testing, maintenance services and on-call repairs, to renew and amend the agreement to add an additional one (1) year from December 1, 2023 to December 1, 2024, for a new term of December 2, 2019 through December 1, 2024 and increase the not to exceed amount by $100,000, for a total not to exceed amount of $615,310; and
b. Authorize the Contracts/Purchasing Officer or designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement, each extending the term by one year, with no increase in the not to exceed amount.

SUMMARY/ DISCUSSION

Keeping fire suppression systems in good working order and performing all required inspections is critical to public and staff safety in County owned buildings and facilities. Under this Agreement, A & B Fire provides specialized fire pump testing and calibration, water system pressure analysis, 24/7 on-call emergency service, maintenance and repairs and other services as needed by the County.

The Agreement for fire sprinkler suppression system services was awarded in December 2019 after a competitive solicitation process. The Agreement was subsequently amended to extend the term through December 1, 2023 and increase the not exceed amount to $615,310. The proposed amendments would allow staff to maintain required fire suppression services and ensure staff and

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public safety for the next several years. The not to exceed amount is increased to cover potential emergency repairs and reduce the need for Emergency Purchase Orders. Regular inspection services are not expected to use the entire Not to Exceed amount.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved Amendment No. 3 as to form. The Auditor-Controller's Office has reviewed proposed Amendment No. 3 as to fiscal provisions.

FINANCING:
There is no minimum guaranteed work under this Agreement. Funding for individual work orders is verified within the approved budget allocations prior to commencement of work.

For Public Works, Facilities and Parks, funding is held within the approved budget allocations for General Fund, 001 Facility Services Appropriation Unit PFP054. The proposed not to exceed amount of $615,310 for Agreement No. A-14567 is intended to allow services to continue in future fiscal years.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Board's approval of Amendment No. 3 will allow the County to continue to meet safety standards for County owned buildings and facilities. The recommended actions support the Board of Supervisor's Strategic Initiatives for Infrastructure and Public Safety and will enable the safe operations of County owned buildings and facilities.

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

Prepared by: John Snively, Administrative Operations Manager, 831-759-6617
Patty Small, Management Analyst II, 831-784-5929
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randy Ishii, MS, PE, TE, PTOE DocuSigned by: Randell Ishii C09779208F5B4F2...
Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Amendment No. 3 to A & B Fire Protection and Safety, Inc.
Attachment B - Amendment No. 2 to A & B Fire Protection and Safety, Inc.
Attachment C - Amendment No. 1 to A & B Fire Protection and Safety, Inc.
Attachment D - Standard Agreement with A & B Fire Protection and Safety, Inc.
Attachment E - Summary of Agreement Annual Expenditures and Balance

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AMENDMENT NO. 3
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
A & B FIRE PROTECTION AND SAFETY, INC.

THIS AMENDMENT NO. 3 to Agreement No. A-14567 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") A & B Fire Protection and Safety, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on November 19, 2019, the Board of Supervisors approved Agreement No. A-14567 which CONTRACTOR entered into with County on November 26, 2019 (hereinafter, "Agreement") to provide annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities in response to Request for Proposal #10618 (hereinafter "services") through and including December 1, 2022 for an amount not to exceed $415,310;

WHEREAS, the Agreement was amended by the Parties on December 14, 2022 (hereinafter, "Amendment No. 1") to extend the term through December 1, 2023 with no increase to the not to exceed amount;

WHEREAS, the Agreement was amended by the Parties on February 2, 2023 (hereinafter, "Amendment No. 2") to increase the not to exceed amount by $100,000 for a total not to exceed amount of $515,310.

WHEREAS, additional time is necessary to allow CONTRACTOR to provide the services required by the County;

WHEREAS, it is necessary to increase the Agreement's not to exceed amount by $100,000, resulting in a total not to exceed amount of $615,310; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to December 1, 2024 and increase the not to exceed amount by $100,000, for a total not to exceed amount of $615,310 to allow CONTRACTOR to continue to provide services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2.0, "Payment Provisions" to read as follows"

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $615,310.00.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement," to read as follows:

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The term of this Agreement is from December 2, 2019 through and including December 1, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Exhibit A-1, Scope of Services/Payment Provisions - Section B.1 to update the not to exceed amount to $615,310.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry
A1933B26E717442...
~~Michael J. Whilden~~
Deputy County Counsel
Mary Grace Perry

Date: 11/17/2023 | 11:36 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth
4E7E657875454AE...
Auditor/Controller

Date: 11/17/2023 | 3:15 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR*

A & B Fire Protection and Safety, Inc.
Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: TODD FLORY - PRESIDENT
(Print Name and Title)

Date: 11-16-2023

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

Its: TODD FLORY - SECRETARY
(Print Name and Title)

Date: 11-16-2023

*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.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Glenn Church to:

Agreement A-14567 ; Amendment No.: 2
a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to Standard Agreement No. A-14567 between the County of Monterey and A & B Fire Protection and Safety, Inc., for fire sprinkler suppression system services including annual inspections, testing, maintenance services and on-call repairs, to increase the not to exceed amount by $100,000, for a total not to exceed amount of $515,310; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to Standard Agreement No. A-14567, subject to approval as to form by the Office of the County Counsel and approval as to fiscal provisions by the Auditor-Controller's Office.

PASSED AND ADOPTED on this 31st day of January 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 31, 2023.

Dated: February 1, 2023
File ID: A 23-017
Agenda Item No.: 36

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
A & B Fire Protection and Safety, Inc.

THIS AMENDMENT NO. 2 to Agreement No. A-14567 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and A & B Fire Protection and Safety, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on November 19, 2019, the Board of Supervisors approved Agreement No. A-14567 which CONTRACTOR entered into with County on November 26, 2019 (hereinafter, "Agreement") to provide annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities in response to Request for Proposal #10618 (hereinafter "services") through and including December 1, 2022 for an amount not to exceed $415,310;

WHEREAS, Agreement was amended by the Parties on December 14, 2022, (hereinafter, "Amendment No. 1") to extend the term for one year through December 1, 2023;

WHEREAS, it is necessary to increase the Agreement's not to exceed amount by $100,000, resulting in a total not to exceed amount of $515,310;

WHEREAS, the Parties wish to increase the Agreement's not to exceed amount by $100,000, resulting in a total not to exceed amount of $515,310;

WHEREAS, the Parties wish to further amend the Agreement to increase the not to exceed amount by $100,000, for a total not to exceed amount of $515,310 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2.0, "Payment Provisions," to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $515,310.00.

2. Replace Exhibit A – Scope of Services/Payment Provisions in its entirety with Exhibit A-1, effective December 2, 2022.

3. In all places within the Agreement, any references to "Exhibit A – Scope of Services/Payment Provisions" is hereby replaced with Exhibit A-1, effective December 2, 2022.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

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5. This Amendment No. 2 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B741937AA0D41B... DS GE

Debra R. Wilson

Contracts/Purchasing Officer

Date: 2/2/2023 | 11:00 AM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E717442...

Mary Grace Perry

Deputy County Counsel

Date: 1/19/2023 | 8:50 AM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

By: DocuSigned by: Jennifer Forsyth 4E7E65787545AE...

Name: Jennifer Forsyth

Title: Auditor-Controller Analyst II

Date: 1/19/2023 | 5:21 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By:

Danielle P. Mancuso

Title: Risk Manager

Date:

CONTRACTOR*

A & B Fire Protection and Safety, Inc.

Contractor's Business Name

By: DocuSigned by: Kevin DeBelle 53FEF939249C4B6...

Kevin DeBelle, Vice President

Date: 1/13/2023 | 7:00 AM PST

By: DocuSigned by: Todd Flory 2F7BF84BF9304B0...

Todd Flory, Secretary

Date: 1/13/2023 | 7:09 AM PST

*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.

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EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
A & B Fire Protection and Safety, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities as set forth below:

GENERAL SERVICES:

CONTRACTOR shall:

- Maintain a Contractor License endorsed with a C-16 classification during the term of the Agreement.
- Inspect, test and repair fire sprinkler suppression systems according to National Fire Protection Association (NFPA) 25 standards.
- Perform work on all County owned buildings that have a fire suppression system installed.
- Complete monthly fire pump testing and inspections as required.
- Complete fire pump maintenance and repairs as required, not to include oil changes or services for engine driven pumps.
- Perform quarterly fire suppression system inspections on all fire sprinklers and equipment related to the fire suppression system.
- Perform quarterly flow tests. Written records of all quarterly fire sprinkler system inspections must be maintained in accordance with NFPA 25.
- Perform quarterly fire sprinkler pre-action system inspections.
- Perform annual fire sprinkler testing, inspection of gauges, pressure and flows.
- Perform annual fire suppression system FM-200 inspection/testing and repairs, if required.
- Perform annual pre-action system testing as required by NFPA 25 standards.
- Perform annual testing of fire suppression system backflows and Outside Screw and Yoke (OS&Y) devices as required, Post Indicator Valve (PIV) and tamper valves.
- Perform annual fire hydrant valve turns, and flow testing as required. NOTE: Fire hydrants located on County properties are not inspected or tested by the cities where the hydrants are located. CONTRACTOR shall perform annual inspection/testing of hydrants located on County property.
- Perform five (5) year fire sprinkler/testing and piping system inspections as required.

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- Complete an inspection report according to the NFPA 25 standards. This inspection report (Sample Form attached to this Exhibit A as Attachment A) shall indicate a PASS/FAIL or N/A within the NFPA 25 reference codes. The inspection report shall also include the deficiencies and corrections page(s) for the reason of the failed systems or fire sprinkler related devices. CONTRACTOR shall provide a quote to County before any repair work is to be completed on County fire suppression systems and or related systems.
- Perform checks to include water flow tests, fire pump tests, alarm tests, and trip tests of dry pipe, deluge and pre-action valves.
- Provide trained and certified personnel for on-site system support and training while the technician is on-site.

EMERGENCY SERVICES:

CONTRACTOR shall:

- Provide services as scheduled or on an "on-call" basis.
  - For "on-call services", County shall contact CONTRACTOR with regards to an individual County owned building inspection. CONTRACTOR shall then prepare a detailed cost proposal and schedule to perform the work for the individual "on-call" project.
- Provide "on-call" services for immediate inspection services to the specified County owned buildings and facilities for limited scope and time sensitive projects as needed in the Public sector.
- Provide emergency service response between scheduled tests and be available twenty-four (24) hours a day/seven (7) days a week to minimize system down time. Emergencies shall be determined by County.
- Provide on-site response via telephone within thirty (30) minutes and service technicians shall be on-site within four (4) hours. Non-emergency calls, as determined by County, shall be handled the next business day.

ADDITIONAL TERMS:

On-call request for services require CONTRACTOR to be responsive when requests are made by County. Requested system services work shall be completed in a reasonable time frame. The exact scope for professional regular inspections, repairs and installations, testing and maintenance of fire sprinkler system services shall be determined prior to a Notice to Proceed (NTP). If a specific task is required, the cost for the specific task shall be negotiated and agreed to in writing by CONTRACTOR and County prior to issuing the NTP.

CONTRACTOR shall advocate for County and ensure the requested services produced are in the best interest of County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.

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A.2 CONTRACTOR shall produce the following deliverables in accordance with the Inspection Rate Sheet and Inspection, Testing, and Maintenance Cover Sheet Sample Form included in this Exhibit A-1 as Attachment A.

All completed forms required under this Agreement must be delivered in electronic format to the following individual within two (2) weeks of completion of the inspection as listed on the Inspection Rate Sheet and Inspection, Testing, and Maintenance Cover Sheet Sample Form.

Ronald Aunchman, Building Maintenance Supervisor
County of Monterey, Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: aunchmanrr@co.monterey.ca.us
Telephone: (831) 755-4991

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$515,310** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based according to the Inspection Rate Sheet or the following on-call hourly rates or in accordance with the following terms:

The Inspection Rate Sheet is not intended to provide a complete list of County owned building and facilities at which CONTRACTOR provides services. New inspection locations may be added during the term of this Agreement. CONTRACTOR shall provide County with the cost associated with inspection and testing services for any new location(s). Once approved in writing by County, CONTRACTOR will be authorized and issued a NTP with the new inspection and testing services.

On-call maintenance services and repairs as described in this Exhibit A-1 shall not be provided unless authorized in writing by County prior to services being provided.

Hourly Rates for On-Call Maintenance Services and Repairs:

Regular Hourly Rate:	$125/per person
After Hours and Weekends Hourly Rate:	$145/per person
Holiday Hourly Rate:	$165/per person

Materials will be charged at cost plus fifteen percent (15%)

TOTAL AMOUNT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF $515,310.

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There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than the general prevailing rate of per diem wages shall be paid to all workers employed on any projects deemed public works projects in excess of one thousand dollars ($1,000) if applicable.

Sales Tax rate may be paid as per current California State Board of Equalization City and County Sales Tax rates.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 3200-PWFP-Finanace-AP@co.monterey.ca.us.

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or by emailing to: 3200-PWFP-Finanace-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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INSPECTION RATE SHEET
December 2, 2022 – December 1, 2023

Location				
	Monthly (M)	**Quarterly (Q)**	**Annual (A)**	**TOTAL**
Laurel Hydrant Flow - (A)			$850	**$850**
Family Shelter – (Q)		$500		**$2,000**
Monterey Courthouse – (Q)		$750		**$3,000**
Information Technology – 2 Pre-Action – (Q)		$900		**$3,600**
King City Court – (Q)		$500		**$2,000**
Castroville Library – (Q)		$500		**$2,000**
Castroville Child Resource Center – (Q)		$500		**$2,000**
Greenfield Library – Quarterly		$500		**$2,000**
Sheriff Coroners – (Q)		$750		**$3,000**
Juvenile Hall – (Q)		$750		**$3,000**
Probation Youth Center – (Q)		$750		**$3,000**
Ag Commission – (Q)		$500		**$2,000**
Ag Conference – (Q)		$500		**$2,000**
911/EOS Sprinkler – Pre-Action – FM200 – (Q)		$1,200		**$4,800**
Animal Shelter – Pump Test – (M)	$400			**$4,800**
Animal Shelter – (Q)		$500		**$2,000**
Pajaro Plaza Complex – (Q)		$1,200		**$4,800**
Government Center – Fire Pump – (M)	$400			**$4,800**
Government Center Sprinkler and Pre-Action – (Q)		$1,400		**$5,600**
Health Department Admin – (Q)		$500		**$2,000**
New East Wing Building – (Q)		$700		**$2,800**
New West Wing Building – (Q)		$700		**$2,800**
Jail Facility – (Q)		$750		**$3,000**
Child Care – 1494 Schilling – (Q)		$125		**$500**
Child Care – 1494 Schilling – 1 Backflow – Annual			$85	**$85**
Multi Use – 1488 Schilling – Pre-Action – (Q)		$1,000		**$4,000**
Multi Use – 1488 Schilling – 2 Backflow - Annual			$170	**$170**
Government Center N & S – 1441 Schilling – (Q)		$1,000		**$4,000**
Government Center N & S – 1441 Schilling FM200 System – (Q)		$600		**$2,400**
Government Center N & S – 1441 Schilling – 9 Backflows – Annual			$765	**$765**
Behavioral Health – (Q)		$500		**$2,000**

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ATTACHMENT A
SAMPLE FORM

Inspection, Testing, and Maintenance Cover Sheet
NFPA 25 as Amended by CCR, Title 19

Customer/Property Information:

Name:		Occupancy/Use:	
Address:		Construction Type:	
City:		No. of Stories:	
ZIP:		Year Constructed:	
Contact:			
Telephone:			

Contractor Information:

Name:	A & B Fire Protection and Safety, Inc.
Mailing Address:	PO Box 1211 Salinas, California 93902
Physical Address:	627 Brunken Avenue Salinas, California 93901
Telephone:	(831) 422-4404
CA License #:	
Job #:	

___ Number of System Risers

Copy sent to:

___ Owner Date: ___

___ Fire AHJ Date: ___

___ Contractor Date: ___

Notes:

1. For specific inspection, testing, and maintenance requirements and information, see NFPA 25, 2017 Edition as amended by California Code of Regulations, Title 19, 901 to 906.
2. Inspection Items may be performed by the Owner in accordance with California Code in accordance with California Code of Regulations, Title 19, 904.1(a).

Forms Included with this Report		NFPA 25 Chapter	Number of Forms	Not Applicable	FAIL	PASS
	Automatic Sprinkler System	5	5			
	Standpipe and Hose Systems	6				
	Private Water Supply System	7				
	Fire Pump	8				
	Water Storage Tank	9				
	Water Spray System	10				
	Foam Water Sprinkler System	11				
*See "Deficiencies and Comments" section at end of each respective form						

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Inspection, Testing, and Maintenance Fire Sprinkler System NFPA 25, Chapter 5 as amended by CCR, Title 19	
Date of Inspection, Testing, Maintenance: Property Information: Name: _____ Address: _____ City, State, ZIP: _____	System Riser ID: Type of System: _____Wet Pipe _____ Dry Pipe _____ Pre-action _____ Deluge
Main Drain Test Results: Initial Static Pressure: _____(psi) Residual Pressure: _____(psi) Restored Static Pressure: _____(psi)	Abbreviation Key: I – Inspection T – Test M – Maintenance A-O – After Operation MI – Per Manufacturer's Instructions

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.1	I	Monthly	Fire Pump Run/inspection	8.3.1.2.2			
1.2	I	Monthly	Fire pump pressure check	8.3.1.2.2			
1.3	I	Quarterly	Gauges (Dry Pre-action, Deluge Systems)	5.2.4.2 5.2.4.3			
1.4	I	Quarterly	Control Valves	12.3.2.1			
1.5	I	Quarterly	Alarm Devices	5.2.5			
1.6	I	Quarterly	Gauges (Wet Pipe System)	5.2.4.1			
1.7	I	Quarterly	Hydraulic Nameplate	5.2.7			
1.8	I	Quarterly	Sprinklers	5.2.1			
1.9	I	Quarterly	Spare Sprinklers	5.2.1.3			
1.10	I	Quarterly	Fire Department Connection	12.7.1			
1.11	I	Quarterly	Alarm Valves-Exterior Inspection	12.4.1.1			
1.12	I	Quarterly	Pre-action/Deluge Valves – Exterior Inspection	12.4.3.1.6			
1.13	I	Quarterly	Pressure Reducing Valves	12.5.1.1			
1.14	I	Quarterly	Dry Pipe Valves – Exterior Inspection	12.4.4.1.4			
1.15	I	Quarterly	Backflow Preventers	12.6.1			
1.16	I	Annually	Pipe and Fittings	5.2.2			
1.17	I	Annually	Buildings	5.2.5			
1.18	I	Annually	Hangers	5.2.3			
1.19	I	Annually	Seismic Braces	5.2.3			

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Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.20	I	5 Years	Pre-action/Deluge Valves-Enclosure Temperature	5.2.3.3			
1.21	I	5 Years	Seismic Braces (Accessible concealed spaces)	5.2.3.3			
1.22	I	5 Years	Pipe and Fittings (Accessible concealed spaces)	5.2.4.2			
123	I	5 Years	Sprinklers (Accessible concealed spaces)	5.2.1.1.4			
1.24	I	5 Years	Alarm Valves – Interior Inspection	12.4.1.2			
1.25	I	5 Years	Alarm Valves – Strainers filter orifices	12.4.1.2			
1.26	I	5 Years	Check Valves – Interior inspection	12.4.2.1			
1.27	I	5 Years	Pre-action/Deluge Valves – Interior inspection	12.4.3.1.7			
1.28	I	5 Years	Pre-action/Deluge Valves – Strainers filters orifices)	12.4.3.1.8			
1.29	I	5 Years	Dry Pipe Valves – Interior Inspection	12.4.4.1.5			
1.30	I	5 Years	Dry Pipe Valves – Strainers, filters, orifices	12.4.4.1.6			
2.1	T	Annually	Alarm Devices (90 Sec)	5.3.3 12.2.7			
2.2	T	Annually	Main Drain Test (Enter data on Page 2)	12.2.6 12.2.6.1 12.3.3.4			
2.3	T	Annually	Antifreeze Test	5.3.4			
2.4	T	Annually	Control Valve - Position	12.3.3.1			
2.5	T	Annually	Control Valve - Operation	12.3.3.1			
2.6	T	Annually	Supervisory	12.3.3.5			
2.7	T	Annually	Pre-action Valve – Priming Water	12.4.3.2.1			
2.8	T	Annually	Pre-action Valve – Low Air Pressure Alarm	12.4.3.2.10			
2.9	T	Annually	Pre-action Valve – Full Flow Trip Test	12.4.3.2.2			
2.10	T	Annually	Dry Pipe Valve – Priming Water	12.4.4.2.1			

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Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
2.11	T	Annually	Dry Pipe Valve – Low Air Pressure Alarm	12.4.4.2.6			
2.12	T	Annually	Dry Pipe Valve – Quick – Opening Device	12.4.4.2.4			
2.13	T	Annually	Dry Pipe Valve – Trip Test	12.4.4.2.2			
2.14	T	Annually	Backflow Prevents Assemblies	12.6.2			
2.15	T	3 Years	Dry Pipe Valve – Full Flow Trip Test	12.4.4.2.2.2			
2.16	T	5 Years	Gauges	5.3.2			
2.17	T	5 Years	Pressure Reducing Valve	12.5.1.2			
2.18	T	5 Years	Fire Department Connection Backflush	12.7.4			
2.19	T	5 Years	Sprinklers – Extra High Temperature	5.3.1.1.1.3			
2.20	T	5 Years	Sprinklers – Corrosive Environment/Water	5.3.1.1.2			
2.21	T	10 Years	Sprinkler – Dry	5.3.1.1.1.5			
2.22	T	20 Years	Sprinklers – Fast Response	5.3.1.1.1.2			
2.23	T	50 Years	Sprinklers	5.3.1.1.1			
2.24	T	75 Years	Sprinklers 75 years in service	5.3.1.1.14			
2.25	T		Sprinkles Manufactured prior to 1920 – Replace	5.3.1.1.1.1			
3.1	M	Annually	Control Valves	12.3.4			
3.2	M	Annually	Pre-action/Deluge Valves	12.4.3.3.2			
3.3	M	Annually	Dry Pipe Valves/Quick – Opening Devices	12.4.4.3.2			
3.4	M	Annually	Dry Pipe Valve – Low Point Drains	12.4.4.3.3			
3.5	M	5 Years	Obstruction Investigation	Chapter 13			

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Item	Deficiencies and Comments: Deficiencies and Comments Item number must correspond to the item number of the Activity listed above:

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AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
A & B Fire Protection and Safety, Inc.

THIS AMENDMENT NO. 1 to Agreement No. A-14567 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and A & B Fire Protection and Safety, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on November 19, 2019, the Board of Supervisors approved Agreement No. A-14567 which CONTRACTOR entered into with County on November 26, 2019 (hereinafter, "Agreement") to provide annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities in response to Request for Proposal #10618 (hereinafter "services") through and including December 1, 2022 for an amount not to exceed $415,310;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to December 1, 2023 with no increase to the not to exceed amount to allow CONTRACTOR to continue to provide services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement," to read as follows:

   The term of this Agreement is from December 2, 2019 through and including December 1, 2023, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph B.2 of Section B, "Contractor's Billing Procedures" of Exhibit A, "Scope of Services/Payment Provisions" to the Agreement to read as follows, effective December 2, 2022:

   Payment shall be based upon satisfactory acceptance of each deliverable.

   Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us.

   County of Monterey
   Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
   1441 Schilling Place, South 2nd Floor
   Salinas, California 93901-4527

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Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or by emailing to: PWFP-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

3. The following provisions are hereby incorporated into the Agreement:

Consent to Use of 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 Revised 9/3/21 10 of 11 Agreement ID: Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

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.

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.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

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5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: W.T. Skinner 30F2300D718745F... DS WS

Debra R. Wilson

Contracts/Purchasing Officer

Date: 12/14/2022 | 3:52 PM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E747442...

Mary Grace Perry

Deputy County Counsel

Date: 12/13/2022 | 12:52 PM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...

Name: Jennifer Forsyth

Title: Auditor-Controller Analyst II

Date: 12/13/2022 | 4:29 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By:

Danielle P. Mancuso

Title: Risk Manager

Date:

CONTRACTOR*

A & B Fire Protection and Safety, Inc

Contractor's Business Name

By: DocuSigned by: Kevin DeBelle 53FEF933240C4B6...

Kevin DeBelle, Vice President

Date: 12/2/2022 | 3:12 PM PST

By: DocuSigned by: Todd Flory 2F7BF84BF9304B0...

Todd Flory, Secretary

Date: 12/2/2022 | 3:13 PM PST

*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.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No. A-14567
a. Approve Standard Agreement with A & B Fire Protection and Safety, Inc. to provide annual inspections, testing, maintenance services, and on-call repairs to fire sprinkler suppression systems in County owned buildings and facilities for a total amount not to exceed $415,310 for an initial term of three (3) years from December 2, 2019 to December 1, 2022, with the option to extend the term for two (2) additional one (1) year period(s); and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreement and any future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

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 19-401
Agenda Item No.: 48

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

Julian Lorenzana, Deputy

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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:
A & B Fire Protection and Safety, 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:

Annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities.

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:$ 415,310.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from December 2, 2019 to December 1, 2022, 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:

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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

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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 for 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

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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 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.

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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.

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11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), 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, 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 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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14.0 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:**
Dalia M. Mariscal-Martinez Management Analyst III	Kevin Deballe Vice President
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	PO Box 1211 Salinas, California 93902
Address	Address
(831) 755-8966	(831) 422-4404
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

15.01 **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.

15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 **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.

15.04 **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.

15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 **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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15.07 **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.

15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 **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; venue shall be Monterey County.

15.12 **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.

15.13 **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.

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 **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.

15.16 **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.

15.17 **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.

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16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	A & B Fire Protection and Safety, Inc. Contractor's Business Name*
Date: 11/26/19	By: _____ (Signature of Chair, President, or Vice-President) *
By: _____ Department Head (if applicable)	TODD FLORY PRESIDENT Name and Title
Date: _____	Date: 10-17-19
By: _____ Board of Supervisors (if applicable)	
Date: _____	
Approved as to Form[1]	
By: _____ County Counsel	By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Date: 10-18-19	TODD FLORY SECRETARY Name and Title
Approved as to Fiscal Provisions[2]	Date: 10-17-19
By: _____ Auditor/Controller	
Date: 10-23-19	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number:_____, approved on (date): _____

*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

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16.0 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: _____

By: _____
Board of Supervisors (if applicable)
Date: _____

Approved as to Form[1]

By: _____
County Counsel
Date: _____

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller
Date: _____

Approved as to Liability Provisions[3]

By: _____
Risk Management
Date: _____

CONTRACTOR

A & B Fire Protection and Safety, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President) *

TODD FIORY PRESIDENT
Name and Title

Date: 10-17-19

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

TODD FIORY SECRETARY
Name and Title

Date: 10-17-19

County Board of Supervisors' Agreement Number:_____, **approved on (date):** _____

*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
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[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
A & B Fire Protection and Safety, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities as set forth below:

GENERAL SERVICES:

CONTRACTOR shall:

- Maintain a Contractor License endorsed with a C-16 classification during the term of the Agreement.
- Inspect, test and repair fire sprinkler suppression systems according to National Fire Protection Association (NFPA) 25 standards.
- Perform work on all County owned buildings that have a fire suppression system installed.
- Complete monthly fire pump testing and inspections as required.
- Complete fire pump maintenance and repairs as required, not to include oil changes or services for engine driven pumps.
- Perform quarterly fire suppression system inspections on all fire sprinklers and equipment related to the fire suppression system.
- Perform quarterly flow tests. Written records of all quarterly fire sprinkler system inspections must be maintained in accordance with NFPA 25.
- Perform quarterly fire sprinkler pre-action system inspections.
- Perform annual fire sprinkler testing, inspection of gauges, pressure and flows.
- Perform annual fire suppression system FM-200 inspection/testing and repairs, if required.
- Perform annual pre-action system testing as required by NFPA 25 standards.
- Perform annual testing of fire suppression system backflows and Outside Screw and Yoke (OS&Y) devices as required, Post Indicator Valve (PIV) and tamper valves.
- Perform annual fire hydrant valve turns, and flow testing as required. NOTE: Fire hydrants located on County properties are not inspected or tested by the cities where the hydrants are located. CONTRACTOR shall perform annual inspection/testing of hydrants located on County property.
- Perform five (5) year fire sprinkler/testing and piping system inspections as required.

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- Complete an inspection report according to the NFPA 25 standards. This inspection report (Sample Form attached to this Exhibit A as Attachment A) shall indicate a PASS/FAIL or N/A within the NFPA 25 reference codes. The inspection report shall also include the deficiencies and corrections page(s) for the reason of the failed systems or fire sprinkler related devices. CONTRACTOR shall provide a quote to County before any repair work is to be completed on County fire suppression systems and or related systems.
- Perform checks to include water flow tests, fire pump tests, alarm tests, and trip tests of dry pipe, deluge and pre-action valves.
- Provide trained and certified personnel for on-site system support and training while the technician is on-site.

EMERGENCY SERVICES:

CONTRACTOR shall:

- Provide services as scheduled or on an "on-call" basis.
  - For "on-call services", County shall contact CONTRACTOR with regards to an individual County owned building inspection. CONTRACTOR shall then prepare a detailed cost proposal and schedule to perform the work for the individual "on-call" project.
- Provide "on-call" services for immediate inspection services to the specified County owned buildings and facilities for limited scope and time sensitive projects as needed in the Public sector.
- Provide emergency service response between scheduled tests and be available twenty-four (24) hours a day/seven (7) days a week to minimize system down time. Emergencies shall be determined by County.
- Provide on-site response via telephone within thirty (30) minutes and service technicians shall be on-site within four (4) hours. Non-emergency calls, as determined by County, shall be handled the next business day.

ADDITIONAL TERMS:

On-call request for services require CONTRACTOR to be responsive when requests are made by County. Requested system services work shall be completed in a reasonable time frame. The exact scope for professional regular inspections, repairs and installations, testing and maintenance of fire sprinkler system services shall be determined prior to a Notice to Proceed (NTP). If a specific task is required, the cost for the specific task shall be negotiated and agreed to in writing by CONTRACTOR and County prior to issuing the NTP.

CONTRACTOR shall advocate for County and ensure the requested services produced are in the best interest of County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.

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A.2 CONTRACTOR shall produce the following deliverables in accordance with the Inspection Rate Sheet and Inspection, Testing, and Maintenance Cover Sheet Sample Form included in this Exhibit A as Attachment A.

All completed forms required under this Agreement must be delivered in electronic format to the following individual within two (2) weeks of completion of the inspection as listed on the Inspection Rate Sheet and Inspection, Testing, and Maintenance Cover Sheet Sample Form.

Ronald Aunchman, Building Maintenance Supervisor
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: aunchmanrr@co.monterey.ca.us
Telephone: (831) 755-4991

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$415,310** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based according to the Inspection Rate Sheet or the following on-call hourly rates or in accordance with the following terms:

Monthly, Quarterly and Annual Inspection and Testing under this Agreement shall be performed according to the attached Inspection Rate Sheet and shall not exceed the amount of **$81,770** per year for an initial term of three (3) years and for a total amount not to exceed **$245,310**.

The Inspection Rate Sheet is not intended to provide a complete list of County owned building and facilities at which CONTRACTOR provides services. New inspection locations may be added during the term of this Agreement. CONTRACTOR shall provide County with the cost associated with inspection and testing services for any new location(s). Once approved in writing by County, CONTRACTOR will be authorized and issued a NTP with the new inspection and testing services. Total cumulative cost(s) for any newly added inspection and testing services during the initial term of this Agreement shall not exceed **$20,000**.

On-call maintenance services and repairs as described in this Exhibit A shall not be provided unless authorized in writing by County prior to services being provided. The total amount of on-call maintenance and repair services provided under this Agreement shall not exceed the amount of **$150,000** and shall be performed on a time and materials basis at the hourly rates listed below.

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Hourly Rates for On-Call Maintenance Services and Repairs:

Regular Hourly Rate:	$125/per person
After Hours and Weekends Hourly Rate:	$145/per person
Holiday Hourly Rate:	$165/per person

Materials will be charged at cost plus fifteen percent (15%)

TOTAL AMOUNT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF $415,310.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than the general prevailing rate of per diem wages shall be paid to all workers employed on any projects deemed public works projects in excess of one thousand dollars ($1,000) if applicable.

Sales Tax rate may be paid as per current California State Board of Equalization City and County Sales Tax rates.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, associated Delivery Order (DO) number, location and description of services completed, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800 or by emailing RMA-Finance-AP-GP@co.monterey.ca.us .

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

INSPECTION RATE SHEET
December 2, 2019 – December 1, 2022

Location	Monthly (M)	Quarterly (Q)	Annual (A)	TOTAL
Laurel Hydrant Flow - (A)			$850	**$850**
Family Shelter – (Q)		$500		**$2,000**
Monterey Courthouse – (Q)		$750		**$3,000**
Information Technology – 2 Pre-Action – (Q)		$900		**$3,600**
King City Court – (Q)		$500		**$2,000**
Castroville Library – (Q)		$500		**$2,000**
Castroville Child Resource Center – (Q)		$500		**$2,000**
Greenfield Library – Quarterly		$500		**$2,000**
Sheriff Coroners – (Q)		$750		**$3,000**
Juvenile Hall – (Q)		$750		**$3,000**
Probation Youth Center – (Q)		$750		**$3,000**
Ag Commission – (Q)		$500		**$2,000**
Ag Conference – (Q)		$500		**$2,000**
911/EOS Sprinkler – Pre-Action – FM200 – (Q)		$1,200		**$4,800**
Animal Shelter – Pump Test – (M)	$400			**$4,800**
Animal Shelter – (Q)		$500		**$2,000**
Pajaro Plaza Complex – (Q)		$1,200		**$4,800**
Government Center – Fire Pump – (M)	$400			**$4,800**
Government Center Sprinkler and Pre-Action – (Q)		$1,400		**$5,600**
Health Department Admin – (Q)		$500		**$2,000**
New East Wing Building – (Q)		$700		**$2,800**
New West Wing Building – (Q)		$700		**$2,800**
Jail Facility – (Q)		$750		**$3,000**
Child Care – 1494 Schilling – (Q)		$125		**$500**
Child Care – 1494 Schilling – 1 Backflow – Annual			$85	**$85**
Multi Use – 1488 Schilling – Pre-Action – (Q)		$1,000		**$4,000**
Multi Use – 1488 Schilling – 2 Backflow - Annual			$170	**$170**
Government Center N & S – 1441 Schilling – (Q)		$1,000		**$4,000**
Government Center N & S – 1441 Schilling FM200 System – (Q)		$600		**$2,400**
Government Center N & S – 1441 Schilling – 9 Backflows – Annual			$765	**$765**
Behavioral Health – (Q)		$500		**$2,000**
SUBTOTAL:	$800	$17,575	$1,870	
GRAND TOTAL:	$9,600	$70,300	$1,870	**$81,770**

Pricing shall remain firm during the initial three (3) year term of the Agreement.

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ATTACHMENT A

SAMPLE FORM

Inspection, Testing, and Maintenance Cover Sheet
NFPA 25 as Amended by CCR, Title 19

Customer/Property Information:

Name: _____ Occupancy/Use: _____
Address: _____ Construction Type: _____
City: _____ No. of Stories: _____
ZIP: _____ Year Constructed: _____
Contact: _____
Telephone: _____

Contractor Information:

Name: A & B Fire Protection and Safety, Inc.
Mailing Address: PO Box 1211 Salinas, California 93902
Physical Address: 627 Brunken Avenue Salinas, California 93901
Telephone: (831) 422-4404

CA License #:
Job #:

___ Number of System Risers
Copy sent to:

___ Owner Date:
___ Fire AHJ Date:
___ Contractor Date:

Notes:

1. For specific inspection, testing, and maintenance requirements and information, see NFPA 25, 2017 Edition as amended by California Code of Regulations, Title 19, 901 to 906.
2. Inspection Items may be performed by the Owner in accordance with California Code in accordance with California Code of Regulations, Title 19, 904.1(a).

	Forms Included with this Report	NFPA 25 Chapter	Number of Forms	Not Applicable	FAIL	PASS
	Automatic Sprinkler System	5	5			
	Standpipe and Hose Systems	6				
	Private Water Supply System	7				
	Fire Pump	8				
	Water Storage Tank	9				
	Water Spray System	10				
	Foam Water Sprinkler System	11				

*See "Deficiencies and Comments" section at end of each respective form

Page 1 of 5

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Inspection, Testing, and Maintenance Fire Sprinkler System NFPA 25, Chapter 5 as amended by CCR, Title 19	
Date of Inspection, Testing, Maintenance: Property Information: Name: _____ Address: _____ City, State, ZIP: _____	System Riser ID: Type of System: _____Wet Pipe _____Dry Pipe _____Pre-action _____Deluge
Main Drain Test Results: Initial Static Pressure: _____(psi) Residual Pressure: _____(psi) Restored Static Pressure: _____(psi)	Abbreviation Key: I – Inspection T – Test M – Maintenance A-O – After Operation MI – Per Manufacturer's Instructions

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.1	I	Monthly	Fire Pump Run/Inspection	8.3.1.2.2			
1.2	I	Monthly	Fire pump pressure check	8.3.1.2.2			
1.3	I	Quarterly	Gauges (Dry Pre-action, Deluge Systems)	5.2.4.2 5.2.4.3			
1.4	I	Quarterly	Control Valves	12.3.2.1			
1.5	I	Quarterly	Alarm Devices	5.2.5			
1.6	I	Quarterly	Gauges (Wet Pipe System)	5.2.4.1			
1.7	I	Quarterly	Hydraulic Nameplate	5.2.7			
1.8	I	Quarterly	Sprinklers	5.2.1			
1.9	I	Quarterly	Spare Sprinklers	5.2.1.3			
1.10	I	Quarterly	Fire Department Connection	12.7.1			
1.11	I	Quarterly	Alarm Valves-Exterior Inspection	12.4.1.1			
1.12	I	Quarterly	Pre-action/Deluge Valves – Exterior Inspection	12.4.3.1.6			
1.13	I	Quarterly	Pressure Reducing Valves	12.5.1.1			
1.14	I	Quarterly	Dry Pipe Valves – Exterior Inspection	12.4.4.1.4			
1.15	I	Quarterly	Backflow Preventers	12.6.1			
1.16	I	Annually	Pipe and Fittings	5.2.2			
1.17	I	Annually	Buildings	5.2.5			
1.18	I	Annually	Hangers	5.2.3			
1.19	I	Annually	Seismic Braces	5.2.3			

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.20	I	5 Years	Pre-action/Deluge Valves-Enclosure Temperature	5.2.3.3			
1.21	I	5 Years	Seismic Braces (Accessible concealed spaces)	5.2.3.3			
1.22	I	5 Years	Pipe and Fittings (Accessible concealed spaces)	5.2.4.2			
123	I	5 Years	Sprinklers (Accessible concealed spaces)	5.2.1.1.4			
1.24	I	5 Years	Alarm Valves – Interior Inspection	12.4.1.2			
1.25	I	5 Years	Alarm Valves – Strainers filter orifices	12.4.1.2			
1.26	I	5 Years	Check Valves – Interior inspection	12.4.2.1			
1.27	I	5 Years	Pre-action/Deluge Valves – Interior inspection	12.4.3.1.7			
1.28	I	5 Years	Pre-action/Deluge Valves – Strainers filters orifices)	12.4.3.1.8			
1.29	I	5 Years	Dry Pipe Valves – Interior Inspection	12.4.4.1.5			
1.30	I	5 Years	Dry Pipe Valves – Strainers, filters, orifices	12.4.4.1.6			
2.1	T	Annually	Alarm Devices (90 Sec)	5.3.3 12.2.7			
2.2	T	Annually	Main Drain Test (Enter data on Page 2)	12.2.6 12.2.6.1 12.3.3.4			
2.3	T	Annually	Antifreeze Test	5.3.4			
2.4	T	Annually	Control Valve - Position	12.3.3.1			
2.5	T	Annually	Control Valve - Operation	12.3.3.1			
2.6	T	Annually	Supervisory	12.3.3.5			
2.7	T	Annually	Pre-action Valve – Priming Water	12.4.3.2.1			
2.8	T	Annually	Pre-action Valve – Low Air Pressure Alarm	12.4.3.2.10			
2.9	T	Annually	Pre-action Valve – Full Flow Trip Test	12.4.3.2.2			
2.10	T	Annually	Dry Pipe Valve – Priming Water	12.4.4.2.1			

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
2.11	T	Annually	Dry Pipe Valve – Low Air Pressure Alarm	12.4.4.2.6			
2.12	T	Annually	Dry Pipe Valve – Quick – Opening Device	12.4.4.2.4			
2.13	T	Annually	Dry Pipe Valve – Trip Test	12.4.4.2.2			
2.14	T	Annually	Backflow Prevents Assemblies	12.6.2			
2.15	T	3 Years	Dry Pipe Valve – Full Flow Trip Test	12.4.4.2.2.2			
2.16	T	5 Years	Gauges	5.3.2			
2.17	T	5 Years	Pressure Reducing Valve	12.5.1.2			
2.18	T	5 Years	Fire Department Connection Backflush	12.7.4			
2.19	T	5 Years	Sprinklers – Extra High Temperature	5.3.1.1.1.3			
2.20	T	5 Years	Sprinklers – Corrosive Environment/Water	5.3.1.1.2			
2.21	T	10 Years	Sprinkler – Dry	5.3.1.1.1.5			
2.22	T	20 Years	Sprinklers – Fast Response	5.3.1.1.1.2			
2.23	T	50 Years	Sprinklers	5.3.1.1.1			
2.24	T	75 Years	Sprinklers 75 years in service	5.3.1.1.14			
2.25	T		Sprinkles Manufactured prior to 1920 – Replace	5.3.1.1.1.1			
3.1	M	Annually	Control Valves	12.3.4			
3.2	M	Annually	Pre-action/Deluge Valves	12.4.3.3.2			
3.3	M	Annually	Dry Pipe Valves/Quick – Opening Devices	12.4.4.3.2			
3.4	M	Annually	Dry Pipe Valve – Low Point Drains	12.4.4.3.3			
3.5	M	5 Years	Obstruction Investigation	Chapter 13			

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Item	Deficiencies and Comments: Deficiencies and Comments Item number must correspond to the Item number of the Activity listed above:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2022

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 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
Leavitt Central Coast Insurance Services, Inc.
License #0G39781
950 East Blanco Rd, Suite 103
Salinas CA 93901

CONTACT NAME: Candi Renteria
PHONE (A/C, No, Ext): (831)424-6404 **FAX (A/C, No):** (831)424-0140
E-MAIL ADDRESS: candida-renteria@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	a24856
INSURER B : Oregon Mutual	14907
INSURER C : Service American Indemnity Company	39152
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A & B FIRE PROTECTION & SAFETY INC.;
A & B FIRE EXTINGUISHER & FIRST AID
P. O. Box 1211
Salinas CA 93902

COVERAGES **CERTIFICATE NUMBER:** 22-23 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		FEIECC26934-03	12/16/2022	12/16/2023	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		CMO5009920637	12/16/2022	12/16/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			FEI-EXS-45199-00	12/16/2022	12/16/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SAMTWC0065302	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	INLAND MARINE			CMO5009920637	12/16/2022	12/16/2023	Rented or Leased Equipment	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Various Locations Fire System Testing.

County of Monterey, its officers, agents and employees are included as Additional Insureds under the General Liability and Auto Liability per policy. This insurance is Primary and Non-Contributory. Following forms included: CG20100704 & CG20370704, ECC-548-0317 and CA20480299.

CERTIFICATE HOLDER
MCVSS@co.monterey.ca.us

County of Monterey
Contracts & Purchasing Division
1488 Schilling Place
Salinas, CA 93901

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Francis Svedas/CARENT

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Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

This endorsement, effective 12/16/2022 attaches to and forms a part of Policy Number FEI-ECC-26934-03. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of $Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 12/16/2022 attaches to and forms a part of Policy Number FEI-ECC-26934-03. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of $Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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Automatic Primary and Non-Contributory Insurance Endorsement
Designated Work Or Project(s)

This endorsement, effective 12/16/2022 attaches to and forms a part of Policy Number FEI-ECC-26934-03. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE

SCHEDULE

Name of Person or Organization:
Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of $Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

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Automatic Waiver of Subrogation Endorsement

This endorsement, effective 12/16/2022 attaches to and forms a part of Policy Number FEI-ECC-26934-03. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

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ADMIRAL INSURANCE COMPANY

Designated Construction Project(s) General Aggregate Limit

In consideration of an additional premium of $Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Those construction projects of the Named Insured when agreed to and required under written contract. However, this coverage only applies for the project specified in that contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "location" shown in the Schedule above:
   1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
   2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
      a. Insureds;
      b. Claims made or "suits" brought; or

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c. Persons or organizations making claims or bringing "suits".

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3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERED A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated construction project shown in the Schedule above:
   1. Any payments made under COVERAGE A for the damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
   2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operation Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 12/16/2022	Countersigned By:
Named Insured: A & B FIRE PROTECTION &	02829 LEAVITT CENTRAL COAST INS SVCS (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: CMO920637

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	A & B FIRE PROTECTION
Endorsement Effective Date:	12/16/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT– CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.020 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket Waiver of Subrogation as required by writtencontract

Job Description

Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 01/01/2023 Policy No. SAMTWC0065302 Endorsement No.

Policy Effective Date: 01/01/2023 to 01/01/2024 Premium $

Insured: A & B Fire Protection & Safety, Inc

DBA: A&B Extinguisher & First Aid

Carrier Name / Code: Service American Indemnity Company (Method)

Countersigned by _____

Attachment A

Attachment B

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Glenn Church to:

Agreement A-14567 ; Amendment No.: 2
a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to Standard Agreement No. A-14567 between the County of Monterey and A & B Fire Protection and Safety, Inc., for fire sprinkler suppression system services including annual inspections, testing, maintenance services and on-call repairs, to increase the not to exceed amount by $100,000, for a total not to exceed amount of $515,310; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to Standard Agreement No. A-14567, subject to approval as to form by the Office of the County Counsel and approval as to fiscal provisions by the Auditor-Controller's Office.

PASSED AND ADOPTED on this 31st day of January 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 31, 2023.

Dated: February 1, 2023
File ID: A 23-017
Agenda Item No.: 36

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
A & B Fire Protection and Safety, Inc.

THIS AMENDMENT NO. 2 to Agreement No. A-14567 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and A & B Fire Protection and Safety, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on November 19, 2019, the Board of Supervisors approved Agreement No. A-14567 which CONTRACTOR entered into with County on November 26, 2019 (hereinafter, "Agreement") to provide annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities in response to Request for Proposal #10618 (hereinafter "services") through and including December 1, 2022 for an amount not to exceed $415,310;

WHEREAS, Agreement was amended by the Parties on December 14, 2022, (hereinafter, "Amendment No. 1") to extend the term for one year through December 1, 2023;

WHEREAS, it is necessary to increase the Agreement's not to exceed amount by $100,000, resulting in a total not to exceed amount of $515,310;

WHEREAS, the Parties wish to increase the Agreement's not to exceed amount by $100,000, resulting in a total not to exceed amount of $515,310;

WHEREAS, the Parties wish to further amend the Agreement to increase the not to exceed amount by $100,000, for a total not to exceed amount of $515,310 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2.0, "Payment Provisions," to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $515,310.00.

2. Replace Exhibit A – Scope of Services/Payment Provisions in its entirety with Exhibit A-1, effective December 2, 2022.

3. In all places within the Agreement, any references to "Exhibit A – Scope of Services/Payment Provisions" is hereby replaced with Exhibit A-1, effective December 2, 2022.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

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5. This Amendment No. 2 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B741937AA0D41B... DS GE

Debra R. Wilson

Contracts/Purchasing Officer

Date: 2/2/2023 | 11:00 AM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E717442...

Mary Grace Perry

Deputy County Counsel

Date: 1/19/2023 | 8:50 AM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...

Name: Jennifer Forsyth

Title: Auditor-Controller Analyst II

Date: 1/19/2023 | 5:21 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By:

Danielle P. Mancuso

Title: Risk Manager

Date:

CONTRACTOR*

A & B Fire Protection and Safety, Inc.

Contractor's Business Name

By: DocuSigned by: Kevin DeBelle 53FEF939249C4B6...

Kevin DeBelle, Vice President

Date: 1/13/2023 | 7:00 AM PST

By: DocuSigned by: Todd Flory 2F7BF84BF9304B0...

Todd Flory, Secretary

Date: 1/13/2023 | 7:09 AM PST

*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.

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EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
A & B Fire Protection and Safety, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities as set forth below:

GENERAL SERVICES:

CONTRACTOR shall:

- Maintain a Contractor License endorsed with a C-16 classification during the term of the Agreement.
- Inspect, test and repair fire sprinkler suppression systems according to National Fire Protection Association (NFPA) 25 standards.
- Perform work on all County owned buildings that have a fire suppression system installed.
- Complete monthly fire pump testing and inspections as required.
- Complete fire pump maintenance and repairs as required, not to include oil changes or services for engine driven pumps.
- Perform quarterly fire suppression system inspections on all fire sprinklers and equipment related to the fire suppression system.
- Perform quarterly flow tests. Written records of all quarterly fire sprinkler system inspections must be maintained in accordance with NFPA 25.
- Perform quarterly fire sprinkler pre-action system inspections.
- Perform annual fire sprinkler testing, inspection of gauges, pressure and flows.
- Perform annual fire suppression system FM-200 inspection/testing and repairs, if required.
- Perform annual pre-action system testing as required by NFPA 25 standards.
- Perform annual testing of fire suppression system backflows and Outside Screw and Yoke (OS&Y) devices as required, Post Indicator Valve (PIV) and tamper valves.
- Perform annual fire hydrant valve turns, and flow testing as required. NOTE: Fire hydrants located on County properties are not inspected or tested by the cities where the hydrants are located. CONTRACTOR shall perform annual inspection/testing of hydrants located on County property.
- Perform five (5) year fire sprinkler/testing and piping system inspections as required.

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- Complete an inspection report according to the NFPA 25 standards. This inspection report (Sample Form attached to this Exhibit A as Attachment A) shall indicate a PASS/FAIL or N/A within the NFPA 25 reference codes. The inspection report shall also include the deficiencies and corrections page(s) for the reason of the failed systems or fire sprinkler related devices. CONTRACTOR shall provide a quote to County before any repair work is to be completed on County fire suppression systems and or related systems.
- Perform checks to include water flow tests, fire pump tests, alarm tests, and trip tests of dry pipe, deluge and pre-action valves.
- Provide trained and certified personnel for on-site system support and training while the technician is on-site.

EMERGENCY SERVICES:

CONTRACTOR shall:

- Provide services as scheduled or on an "on-call" basis.
  - For "on-call services", County shall contact CONTRACTOR with regards to an individual County owned building inspection. CONTRACTOR shall then prepare a detailed cost proposal and schedule to perform the work for the individual "on-call" project.
- Provide "on-call" services for immediate inspection services to the specified County owned buildings and facilities for limited scope and time sensitive projects as needed in the Public sector.
- Provide emergency service response between scheduled tests and be available twenty-four (24) hours a day/seven (7) days a week to minimize system down time. Emergencies shall be determined by County.
- Provide on-site response via telephone within thirty (30) minutes and service technicians shall be on-site within four (4) hours. Non-emergency calls, as determined by County, shall be handled the next business day.

ADDITIONAL TERMS:

On-call request for services require CONTRACTOR to be responsive when requests are made by County. Requested system services work shall be completed in a reasonable time frame. The exact scope for professional regular inspections, repairs and installations, testing and maintenance of fire sprinkler system services shall be determined prior to a Notice to Proceed (NTP). If a specific task is required, the cost for the specific task shall be negotiated and agreed to in writing by CONTRACTOR and County prior to issuing the NTP.

CONTRACTOR shall advocate for County and ensure the requested services produced are in the best interest of County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.

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A.2 CONTRACTOR shall produce the following deliverables in accordance with the Inspection Rate Sheet and Inspection, Testing, and Maintenance Cover Sheet Sample Form included in this Exhibit A-1 as Attachment A.

All completed forms required under this Agreement must be delivered in electronic format to the following individual within two (2) weeks of completion of the inspection as listed on the Inspection Rate Sheet and Inspection, Testing, and Maintenance Cover Sheet Sample Form.

Ronald Aunchman, Building Maintenance Supervisor
County of Monterey, Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: aunchmanrr@co.monterey.ca.us
Telephone: (831) 755-4991

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$515,310** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based according to the Inspection Rate Sheet or the following on-call hourly rates or in accordance with the following terms:

The Inspection Rate Sheet is not intended to provide a complete list of County owned building and facilities at which CONTRACTOR provides services. New inspection locations may be added during the term of this Agreement. CONTRACTOR shall provide County with the cost associated with inspection and testing services for any new location(s). Once approved in writing by County, CONTRACTOR will be authorized and issued a NTP with the new inspection and testing services.

On-call maintenance services and repairs as described in this Exhibit A-1 shall not be provided unless authorized in writing by County prior to services being provided.

Hourly Rates for On-Call Maintenance Services and Repairs:

Regular Hourly Rate:	$125/per person
After Hours and Weekends Hourly Rate:	$145/per person
Holiday Hourly Rate:	$165/per person

Materials will be charged at cost plus fifteen percent (15%)

TOTAL AMOUNT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF $515,310.

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There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than the general prevailing rate of per diem wages shall be paid to all workers employed on any projects deemed public works projects in excess of one thousand dollars ($1,000) if applicable.

Sales Tax rate may be paid as per current California State Board of Equalization City and County Sales Tax rates.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 3200-PWFP-Finanace-AP@co.monterey.ca.us.

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or by emailing to: 3200-PWFP-Finanace-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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INSPECTION RATE SHEET
December 2, 2022 – December 1, 2023

Location				
	Monthly (M)	**Quarterly (Q)**	**Annual (A)**	**TOTAL**
Laurel Hydrant Flow - (A)			$850	**$850**
Family Shelter – (Q)		$500		**$2,000**
Monterey Courthouse – (Q)		$750		**$3,000**
Information Technology – 2 Pre-Action – (Q)		$900		**$3,600**
King City Court – (Q)		$500		**$2,000**
Castroville Library – (Q)		$500		**$2,000**
Castroville Child Resource Center – (Q)		$500		**$2,000**
Greenfield Library – Quarterly		$500		**$2,000**
Sheriff Coroners – (Q)		$750		**$3,000**
Juvenile Hall – (Q)		$750		**$3,000**
Probation Youth Center – (Q)		$750		**$3,000**
Ag Commission – (Q)		$500		**$2,000**
Ag Conference – (Q)		$500		**$2,000**
911/EOS Sprinkler – Pre-Action – FM200 – (Q)		$1,200		**$4,800**
Animal Shelter – Pump Test – (M)	$400			**$4,800**
Animal Shelter – (Q)		$500		**$2,000**
Pajaro Plaza Complex – (Q)		$1,200		**$4,800**
Government Center – Fire Pump – (M)	$400			**$4,800**
Government Center Sprinkler and Pre-Action – (Q)		$1,400		**$5,600**
Health Department Admin – (Q)		$500		**$2,000**
New East Wing Building – (Q)		$700		**$2,800**
New West Wing Building – (Q)		$700		**$2,800**
Jail Facility – (Q)		$750		**$3,000**
Child Care – 1494 Schilling – (Q)		$125		**$500**
Child Care – 1494 Schilling – 1 Backflow – Annual			$85	**$85**
Multi Use – 1488 Schilling – Pre-Action – (Q)		$1,000		**$4,000**
Multi Use – 1488 Schilling – 2 Backflow - Annual			$170	**$170**
Government Center N & S – 1441 Schilling – (Q)		$1,000		**$4,000**
Government Center N & S – 1441 Schilling FM200 System – (Q)		$600		**$2,400**
Government Center N & S – 1441 Schilling – 9 Backflows – Annual			$765	**$765**
Behavioral Health – (Q)		$500		**$2,000**

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ATTACHMENT A
SAMPLE FORM

Inspection, Testing, and Maintenance Cover Sheet
NFPA 25 as Amended by CCR, Title 19

Customer/Property Information:

Name:		Occupancy/Use:	
Address:		Construction Type:	
City:		No. of Stories:	
ZIP:		Year Constructed:	
Contact:			
Telephone:			

Contractor Information:

Name:	A & B Fire Protection and Safety, Inc.
Mailing Address:	PO Box 1211 Salinas, California 93902
Physical Address:	627 Brunken Avenue Salinas, California 93901
Telephone:	(831) 422-4404
CA License #:	
Job #:	

___ Number of System Risers

Copy sent to:

___	Owner	Date:
___	Fire AHJ	Date:
___	Contractor	Date:

Notes:

1. For specific inspection, testing, and maintenance requirements and information, see NFPA 25, 2017 Edition as amended by California Code of Regulations, Title 19, 901 to 906.
2. Inspection Items may be performed by the Owner in accordance with California Code in accordance with California Code of Regulations, Title 19, 904.1(a).

Forms Included with this Report		NFPA 25 Chapter	Number of Forms	Not Applicable	FAIL	PASS
	Automatic Sprinkler System	5	5			
	Standpipe and Hose Systems	6				
	Private Water Supply System	7				
	Fire Pump	8				
	Water Storage Tank	9				
	Water Spray System	10				
	Foam Water Sprinkler System	11				
*See "Deficiencies and Comments" section at end of each respective form						

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Inspection, Testing, and Maintenance Fire Sprinkler System NFPA 25, Chapter 5 as amended by CCR, Title 19	
Date of Inspection, Testing, Maintenance: Property Information: Name: _____ Address: _____ City, State, ZIP: _____	System Riser ID: Type of System: _____Wet Pipe _____ Dry Pipe _____ Pre-action _____ Deluge
Main Drain Test Results: Initial Static Pressure: _____(psi) Residual Pressure: _____(psi) Restored Static Pressure: _____(psi)	Abbreviation Key: I – Inspection T – Test M – Maintenance A-O – After Operation MI – Per Manufacturer's Instructions

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.1	I	Monthly	Fire Pump Run/inspection	8.3.1.2.2			
1.2	I	Monthly	Fire pump pressure check	8.3.1.2.2			
1.3	I	Quarterly	Gauges (Dry Pre-action, Deluge Systems)	5.2.4.2 5.2.4.3			
1.4	I	Quarterly	Control Valves	12.3.2.1			
1.5	I	Quarterly	Alarm Devices	5.2.5			
1.6	I	Quarterly	Gauges (Wet Pipe System)	5.2.4.1			
1.7	I	Quarterly	Hydraulic Nameplate	5.2.7			
1.8	I	Quarterly	Sprinklers	5.2.1			
1.9	I	Quarterly	Spare Sprinklers	5.2.1.3			
1.10	I	Quarterly	Fire Department Connection	12.7.1			
1.11	I	Quarterly	Alarm Valves-Exterior Inspection	12.4.1.1			
1.12	I	Quarterly	Pre-action/Deluge Valves – Exterior Inspection	12.4.3.1.6			
1.13	I	Quarterly	Pressure Reducing Valves	12.5.1.1			
1.14	I	Quarterly	Dry Pipe Valves – Exterior Inspection	12.4.4.1.4			
1.15	I	Quarterly	Backflow Preventers	12.6.1			
1.16	I	Annually	Pipe and Fittings	5.2.2			
1.17	I	Annually	Buildings	5.2.5			
1.18	I	Annually	Hangers	5.2.3			
1.19	I	Annually	Seismic Braces	5.2.3			

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Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.20	I	5 Years	Pre-action/Deluge Valves-Enclosure Temperature	5.2.3.3			
1.21	I	5 Years	Seismic Braces (Accessible concealed spaces)	5.2.3.3			
1.22	I	5 Years	Pipe and Fittings (Accessible concealed spaces)	5.2.4.2			
123	I	5 Years	Sprinklers (Accessible concealed spaces)	5.2.1.1.4			
1.24	I	5 Years	Alarm Valves – Interior Inspection	12.4.1.2			
1.25	I	5 Years	Alarm Valves – Strainers filter orifices	12.4.1.2			
1.26	I	5 Years	Check Valves – Interior inspection	12.4.2.1			
1.27	I	5 Years	Pre-action/Deluge Valves – Interior inspection	12.4.3.1.7			
1.28	I	5 Years	Pre-action/Deluge Valves – Strainers filters orifices)	12.4.3.1.8			
1.29	I	5 Years	Dry Pipe Valves – Interior Inspection	12.4.4.1.5			
1.30	I	5 Years	Dry Pipe Valves – Strainers, filters, orifices	12.4.4.1.6			
2.1	T	Annually	Alarm Devices (90 Sec)	5.3.3 12.2.7			
2.2	T	Annually	Main Drain Test (Enter data on Page 2)	12.2.6 12.2.6.1 12.3.3.4			
2.3	T	Annually	Antifreeze Test	5.3.4			
2.4	T	Annually	Control Valve - Position	12.3.3.1			
2.5	T	Annually	Control Valve - Operation	12.3.3.1			
2.6	T	Annually	Supervisory	12.3.3.5			
2.7	T	Annually	Pre-action Valve – Priming Water	12.4.3.2.1			
2.8	T	Annually	Pre-action Valve – Low Air Pressure Alarm	12.4.3.2.10			
2.9	T	Annually	Pre-action Valve – Full Flow Trip Test	12.4.3.2.2			
2.10	T	Annually	Dry Pipe Valve – Priming Water	12.4.4.2.1			

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Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
2.11	T	Annually	Dry Pipe Valve – Low Air Pressure Alarm	12.4.4.2.6			
2.12	T	Annually	Dry Pipe Valve – Quick – Opening Device	12.4.4.2.4			
2.13	T	Annually	Dry Pipe Valve – Trip Test	12.4.4.2.2			
2.14	T	Annually	Backflow Prevents Assemblies	12.6.2			
2.15	T	3 Years	Dry Pipe Valve – Full Flow Trip Test	12.4.4.2.2.2			
2.16	T	5 Years	Gauges	5.3.2			
2.17	T	5 Years	Pressure Reducing Valve	12.5.1.2			
2.18	T	5 Years	Fire Department Connection Backflush	12.7.4			
2.19	T	5 Years	Sprinklers – Extra High Temperature	5.3.1.1.1.3			
2.20	T	5 Years	Sprinklers – Corrosive Environment/Water	5.3.1.1.2			
2.21	T	10 Years	Sprinkler – Dry	5.3.1.1.1.5			
2.22	T	20 Years	Sprinklers – Fast Response	5.3.1.1.1.2			
2.23	T	50 Years	Sprinklers	5.3.1.1.1			
2.24	T	75 Years	Sprinklers 75 years in service	5.3.1.1.14			
2.25	T		Sprinkles Manufactured prior to 1920 – Replace	5.3.1.1.1.1			
3.1	M	Annually	Control Valves	12.3.4			
3.2	M	Annually	Pre-action/Deluge Valves	12.4.3.3.2			
3.3	M	Annually	Dry Pipe Valves/Quick – Opening Devices	12.4.4.3.2			
3.4	M	Annually	Dry Pipe Valve – Low Point Drains	12.4.4.3.3			
3.5	M	5 Years	Obstruction Investigation	Chapter 13			

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Item	Deficiencies and Comments: Deficiencies and Comments Item number must correspond to the item number of the Activity listed above:

Attachment C

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AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
A & B Fire Protection and Safety, Inc.

THIS AMENDMENT NO. 1 to Agreement No. A-14567 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and A & B Fire Protection and Safety, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on November 19, 2019, the Board of Supervisors approved Agreement No. A-14567 which CONTRACTOR entered into with County on November 26, 2019 (hereinafter, "Agreement") to provide annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities in response to Request for Proposal #10618 (hereinafter "services") through and including December 1, 2022 for an amount not to exceed $415,310;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to December 1, 2023 with no increase to the not to exceed amount to allow CONTRACTOR to continue to provide services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement," to read as follows:

   The term of this Agreement is from December 2, 2019 through and including December 1, 2023, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph B.2 of Section B, "Contractor's Billing Procedures" of Exhibit A, "Scope of Services/Payment Provisions" to the Agreement to read as follows, effective December 2, 2022:

   Payment shall be based upon satisfactory acceptance of each deliverable.

   Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us.

   County of Monterey
   Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
   1441 Schilling Place, South 2nd Floor
   Salinas, California 93901-4527

DocuSign Envelope ID: E4F47B82-6CC4-4D9C-93AA-B71F1EDF6438

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or by emailing to: PWFP-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

3. The following provisions are hereby incorporated into the Agreement:

Consent to Use of 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 Revised 9/3/21 10 of 11 Agreement ID: Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

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.

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.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

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5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: W.T. Skinner 30F2300D718745F... DS WS

Debra R. Wilson

Contracts/Purchasing Officer

Date: 12/14/2022 | 3:52 PM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E747442...

Mary Grace Perry

Deputy County Counsel

Date: 12/13/2022 | 12:52 PM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...

Name: Jennifer Forsyth

Title: Auditor-Controller Analyst II

Date: 12/13/2022 | 4:29 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By:

Danielle P. Mancuso

Title: Risk Manager

Date:

CONTRACTOR*

A & B Fire Protection and Safety, Inc

Contractor's Business Name

By: DocuSigned by: Kevin DeBelle 53FEF933240C4B6...

Kevin DeBelle, Vice President

Date: 12/2/2022 | 3:12 PM PST

By: DocuSigned by: Todd Flory 2F7BF84BF9304B0...

Todd Flory, Secretary

Date: 12/2/2022 | 3:13 PM PST

*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.

Attachment D

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-14567
a. Approve Standard Agreement with A & B Fire Protection and Safety, Inc. to provide annual inspections, testing, maintenance services, and on-call repairs to fire sprinkler suppression systems in County owned buildings and facilities for a total amount not to exceed $415,310 for an initial term of three (3) years from December 2, 2019 to December 1, 2022, with the option to extend the term for two (2) additional one (1) year period(s); and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreement and any future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

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 19-401
Agenda Item No.: 48

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

Julian Lorenzana, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
A & B Fire Protection and Safety, 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:

Annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities.

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:$ 415,310.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from December 2, 2019 to December 1, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other:

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **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 for 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 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 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:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), 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, 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 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.

14.0 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:**
Dalia M. Mariscal-Martinez Management Analyst III	Kevin Debelle Vice President
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	PO Box 1211 Salinas, California 93902
Address	Address
(831) 755-8966	(831) 422-4404
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

15.01 **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.

15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 **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.

15.04 **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.

15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 **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.

15.07 **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.

15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 **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; venue shall be Monterey County.

15.12 **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.

15.13 **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.

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 **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.

15.16 **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.

15.17 **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.

16.0 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: 11/26/19

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: _____
County Counsel

Date: 10-18-19

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 10/23/19

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

A & B Fire Protection and Safety, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President) *

TODD FLORY PRESIDENT
Name and Title

Date: 10-17-19

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

TODD FLORY SECRETARY
Name and Title

Date: 10-17-19

County Board of Supervisors' Agreement Number: _____, **approved on (date):** _____

*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

16.0 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: _____

By: _____
Board of Supervisors (if applicable)
Date: _____

Approved as to Form[1]

By: _____
County Counsel
Date: _____

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller
Date: _____

Approved as to Liability Provisions[3]

By: _____
Risk Management
Date: _____

CONTRACTOR

A & B Fire Protection and Safety, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President) *

TODD FIORY PRESIDENT
Name and Title

Date: 10-17-19

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

TODD FIORY SECRETARY
Name and Title

Date: 10-17-19

County Board of Supervisors' Agreement Number:_____, **approved on (date):** _____

*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 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
A & B Fire Protection and Safety, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities as set forth below:

GENERAL SERVICES:

CONTRACTOR shall:

- Maintain a Contractor License endorsed with a C-16 classification during the term of the Agreement.
- Inspect, test and repair fire sprinkler suppression systems according to National Fire Protection Association (NFPA) 25 standards.
- Perform work on all County owned buildings that have a fire suppression system installed.
- Complete monthly fire pump testing and inspections as required.
- Complete fire pump maintenance and repairs as required, not to include oil changes or services for engine driven pumps.
- Perform quarterly fire suppression system inspections on all fire sprinklers and equipment related to the fire suppression system.
- Perform quarterly flow tests. Written records of all quarterly fire sprinkler system inspections must be maintained in accordance with NFPA 25.
- Perform quarterly fire sprinkler pre-action system inspections.
- Perform annual fire sprinkler testing, inspection of gauges, pressure and flows.
- Perform annual fire suppression system FM-200 inspection/testing and repairs, if required.
- Perform annual pre-action system testing as required by NFPA 25 standards.
- Perform annual testing of fire suppression system backflows and Outside Screw and Yoke (OS&Y) devices as required, Post Indicator Valve (PIV) and tamper valves.
- Perform annual fire hydrant valve turns, and flow testing as required. NOTE: Fire hydrants located on County properties are not inspected or tested by the cities where the hydrants are located. CONTRACTOR shall perform annual inspection/testing of hydrants located on County property.
- Perform five (5) year fire sprinkler/testing and piping system inspections as required.

- Complete an inspection report according to the NFPA 25 standards. This inspection report (Sample Form attached to this Exhibit A as Attachment A) shall indicate a PASS/FAIL or N/A within the NFPA 25 reference codes. The inspection report shall also include the deficiencies and corrections page(s) for the reason of the failed systems or fire sprinkler related devices. CONTRACTOR shall provide a quote to County before any repair work is to be completed on County fire suppression systems and or related systems.
- Perform checks to include water flow tests, fire pump tests, alarm tests, and trip tests of dry pipe, deluge and pre-action valves.
- Provide trained and certified personnel for on-site system support and training while the technician is on-site.

EMERGENCY SERVICES:

CONTRACTOR shall:

- Provide services as scheduled or on an "on-call" basis.
  - For "on-call services", County shall contact CONTRACTOR with regards to an individual County owned building inspection. CONTRACTOR shall then prepare a detailed cost proposal and schedule to perform the work for the individual "on-call" project.
- Provide "on-call" services for immediate inspection services to the specified County owned buildings and facilities for limited scope and time sensitive projects as needed in the Public sector.
- Provide emergency service response between scheduled tests and be available twenty-four (24) hours a day/seven (7) days a week to minimize system down time. Emergencies shall be determined by County.
- Provide on-site response via telephone within thirty (30) minutes and service technicians shall be on-site within four (4) hours. Non-emergency calls, as determined by County, shall be handled the next business day.

ADDITIONAL TERMS:

On-call request for services require CONTRACTOR to be responsive when requests are made by County. Requested system services work shall be completed in a reasonable time frame. The exact scope for professional regular inspections, repairs and installations, testing and maintenance of fire sprinkler system services shall be determined prior to a Notice to Proceed (NTP). If a specific task is required, the cost for the specific task shall be negotiated and agreed to in writing by CONTRACTOR and County prior to issuing the NTP.

CONTRACTOR shall advocate for County and ensure the requested services produced are in the best interest of County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.

A.2 CONTRACTOR shall produce the following deliverables in accordance with the Inspection Rate Sheet and Inspection, Testing, and Maintenance Cover Sheet Sample Form included in this Exhibit A as Attachment A.

All completed forms required under this Agreement must be delivered in electronic format to the following individual within two (2) weeks of completion of the inspection as listed on the Inspection Rate Sheet and Inspection, Testing, and Maintenance Cover Sheet Sample Form.

Ronald Aunchman, Building Maintenance Supervisor
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: aunchmanrr@co.monterey.ca.us
Telephone: (831) 755-4991

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$415,310** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based according to the Inspection Rate Sheet or the following on-call hourly rates or in accordance with the following terms:

Monthly, Quarterly and Annual Inspection and Testing under this Agreement shall be performed according to the attached Inspection Rate Sheet and shall not exceed the amount of **$81,770** per year for an initial term of three (3) years and for a total amount not to exceed **$245,310**.

The Inspection Rate Sheet is not intended to provide a complete list of County owned building and facilities at which CONTRACTOR provides services. New inspection locations may be added during the term of this Agreement. CONTRACTOR shall provide County with the cost associated with inspection and testing services for any new location(s). Once approved in writing by County, CONTRACTOR will be authorized and issued a NTP with the new inspection and testing services. Total cumulative cost(s) for any newly added inspection and testing services during the initial term of this Agreement shall not exceed **$20,000**.

On-call maintenance services and repairs as described in this Exhibit A shall not be provided unless authorized in writing by County prior to services being provided. The total amount of on-call maintenance and repair services provided under this Agreement shall not exceed the amount of **$150,000** and shall be performed on a time and materials basis at the hourly rates listed below.

Hourly Rates for On-Call Maintenance Services and Repairs:

Regular Hourly Rate:	$125/per person
After Hours and Weekends Hourly Rate:	$145/per person
Holiday Hourly Rate:	$165/per person

Materials will be charged at cost plus fifteen percent (15%)

TOTAL AMOUNT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF $415,310.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than the general prevailing rate of per diem wages shall be paid to all workers employed on any projects deemed public works projects in excess of one thousand dollars ($1,000) if applicable.

Sales Tax rate may be paid as per current California State Board of Equalization City and County Sales Tax rates.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, associated Delivery Order (DO) number, location and description of services completed, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800 or by emailing RMA-Finance-AP-GP@co.monterey.ca.us .

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

INSPECTION RATE SHEET
December 2, 2019 – December 1, 2022

Location	Monthly (M)	Quarterly (Q)	Annual (A)	TOTAL
Laurel Hydrant Flow - (A)			$850	**$850**
Family Shelter – (Q)		$500		**$2,000**
Monterey Courthouse – (Q)		$750		**$3,000**
Information Technology – 2 Pre-Action – (Q)		$900		**$3,600**
King City Court – (Q)		$500		**$2,000**
Castroville Library – (Q)		$500		**$2,000**
Castroville Child Resource Center – (Q)		$500		**$2,000**
Greenfield Library – Quarterly		$500		**$2,000**
Sheriff Coroners – (Q)		$750		**$3,000**
Juvenile Hall – (Q)		$750		**$3,000**
Probation Youth Center – (Q)		$750		**$3,000**
Ag Commission – (Q)		$500		**$2,000**
Ag Conference – (Q)		$500		**$2,000**
911/EOS Sprinkler – Pre-Action – FM200 – (Q)		$1,200		**$4,800**
Animal Shelter – Pump Test – (M)	$400			**$4,800**
Animal Shelter – (Q)		$500		**$2,000**
Pajaro Plaza Complex – (Q)		$1,200		**$4,800**
Government Center – Fire Pump – (M)	$400			**$4,800**
Government Center Sprinkler and Pre-Action – (Q)		$1,400		**$5,600**
Health Department Admin – (Q)		$500		**$2,000**
New East Wing Building – (Q)		$700		**$2,800**
New West Wing Building – (Q)		$700		**$2,800**
Jail Facility – (Q)		$750		**$3,000**
Child Care – 1494 Schilling – (Q)		$125		**$500**
Child Care – 1494 Schilling – 1 Backflow – Annual			$85	**$85**
Multi Use – 1488 Schilling – Pre-Action – (Q)		$1,000		**$4,000**
Multi Use – 1488 Schilling – 2 Backflow - Annual			$170	**$170**
Government Center N & S – 1441 Schilling – (Q)		$1,000		**$4,000**
Government Center N & S – 1441 Schilling FM200 System – (Q)		$600		**$2,400**
Government Center N & S – 1441 Schilling – 9 Backflows – Annual			$765	**$765**
Behavioral Health – (Q)		$500		**$2,000**
SUBTOTAL:	$800	$17,575	$1,870	
GRAND TOTAL:	$9,600	$70,300	$1,870	**$81,770**

Pricing shall remain firm during the initial three (3) year term of the Agreement.

ATTACHMENT A

SAMPLE FORM

Inspection, Testing, and Maintenance Cover Sheet
NFPA 25 as Amended by CCR, Title 19

Customer/Property Information:

Name:		Occupancy/Use:	
Address:		Construction Type:	
City:		No. of Stories:	
ZIP:		Year Constructed:	
Contact:			
Telephone:			

Contractor Information:

Name:	A & B Fire Protection and Safety, Inc.
Mailing Address:	PO Box 1211 Salinas, California 93902
Physical Address:	627 Brunken Avenue Salinas, California 93901
Telephone:	(831) 422-4404
CA License #:	
Job #:	

___ Number of System Risers

Copy sent to:

___	Owner	Date:
___	Fire AHJ	Date:
___	Contractor	Date:

Notes:

1. For specific inspection, testing, and maintenance requirements and information, see NFPA 25, 2017 Edition as amended by California Code of Regulations, Title 19, 901 to 906.
2. Inspection Items may be performed by the Owner in accordance with California Code in accordance with California Code of Regulations, Title 19, 904.1(a).

	Forms Included with this Report	NFPA 25 Chapter	Number of Forms	Not Applicable	FAIL	PASS
	Automatic Sprinkler System	5	5			
	Standpipe and Hose Systems	6				
	Private Water Supply System	7				
	Fire Pump	8				
	Water Storage Tank	9				
	Water Spray System	10				
	Foam Water Sprinkler System	11				

*See "Deficiencies and Comments" section at end of each respective form

Page 1 of 5

Inspection, Testing, and Maintenance Fire Sprinkler System NFPA 25, Chapter 5 as amended by CCR, Title 19	
Date of Inspection, Testing, Maintenance: Property Information: Name: _____ Address: _____ City, State, ZIP: _____	System Riser ID: Type of System: _____Wet Pipe _____Dry Pipe _____Pre-action _____Deluge
Main Drain Test Results: Initial Static Pressure: _____(psi) Residual Pressure: _____(psi) Restored Static Pressure: _____(psi)	Abbreviation Key: I – Inspection T – Test M – Maintenance A-O – After Operation MI – Per Manufacturer's Instructions

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.1	I	Monthly	Fire Pump Run/Inspection	8.3.1.2.2			
1.2	I	Monthly	Fire pump pressure check	8.3.1.2.2			
1.3	I	Quarterly	Gauges (Dry Pre-action, Deluge Systems)	5.2.4.2 5.2.4.3			
1.4	I	Quarterly	Control Valves	12.3.2.1			
1.5	I	Quarterly	Alarm Devices	5.2.5			
1.6	I	Quarterly	Gauges (Wet Pipe System)	5.2.4.1			
1.7	I	Quarterly	Hydraulic Nameplate	5.2.7			
1.8	I	Quarterly	Sprinklers	5.2.1			
1.9	I	Quarterly	Spare Sprinklers	5.2.1.3			
1.10	I	Quarterly	Fire Department Connection	12.7.1			
1.11	I	Quarterly	Alarm Valves-Exterior Inspection	12.4.1.1			
1.12	I	Quarterly	Pre-action/Deluge Valves – Exterior Inspection	12.4.3.1.6			
1.13	I	Quarterly	Pressure Reducing Valves	12.5.1.1			
1.14	I	Quarterly	Dry Pipe Valves – Exterior Inspection	12.4.4.1.4			
1.15	I	Quarterly	Backflow Preventers	12.6.1			
1.16	I	Annually	Pipe and Fittings	5.2.2			
1.17	I	Annually	Buildings	5.2.5			
1.18	I	Annually	Hangers	5.2.3			
1.19	I	Annually	Seismic Braces	5.2.3			

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
1.20	I	5 Years	Pre-action/Deluge Valves-Enclosure Temperature	5.2.3.3			
1.21	I	5 Years	Seismic Braces (Accessible concealed spaces)	5.2.3.3			
1.22	I	5 Years	Pipe and Fittings (Accessible concealed spaces)	5.2.4.2			
123	I	5 Years	Sprinklers (Accessible concealed spaces)	5.2.1.1.4			
1.24	I	5 Years	Alarm Valves – Interior Inspection	12.4.1.2			
1.25	I	5 Years	Alarm Valves – Strainers filter orifices	12.4.1.2			
1.26	I	5 Years	Check Valves – Interior inspection	12.4.2.1			
1.27	I	5 Years	Pre-action/Deluge Valves – Interior inspection	12.4.3.1.7			
1.28	I	5 Years	Pre-action/Deluge Valves – Strainers filters orifices)	12.4.3.1.8			
1.29	I	5 Years	Dry Pipe Valves – Interior Inspection	12.4.4.1.5			
1.30	I	5 Years	Dry Pipe Valves – Strainers, filters, orifices	12.4.4.1.6			
2.1	T	Annually	Alarm Devices (90 Sec)	5.3.3 12.2.7			
2.2	T	Annually	Main Drain Test (Enter data on Page 2)	12.2.6 12.2.6.1 12.3.3.4			
2.3	T	Annually	Antifreeze Test	5.3.4			
2.4	T	Annually	Control Valve - Position	12.3.3.1			
2.5	T	Annually	Control Valve - Operation	12.3.3.1			
2.6	T	Annually	Supervisory	12.3.3.5			
2.7	T	Annually	Pre-action Valve – Priming Water	12.4.3.2.1			
2.8	T	Annually	Pre-action Valve – Low Air Pressure Alarm	12.4.3.2.10			
2.9	T	Annually	Pre-action Valve – Full Flow Trip Test	12.4.3.2.2			
2.10	T	Annually	Dry Pipe Valve – Priming Water	12.4.4.2.1			

Item	Activity	Frequency	Description	NFPA 25 Reference	FAIL	N/A	PASS
2.11	T	Annually	Dry Pipe Valve – Low Air Pressure Alarm	12.4.4.2.6			
2.12	T	Annually	Dry Pipe Valve – Quick – Opening Device	12.4.4.2.4			
2.13	T	Annually	Dry Pipe Valve – Trip Test	12.4.4.2.2			
2.14	T	Annually	Backflow Prevents Assemblies	12.6.2			
2.15	T	3 Years	Dry Pipe Valve – Full Flow Trip Test	12.4.4.2.2.2			
2.16	T	5 Years	Gauges	5.3.2			
2.17	T	5 Years	Pressure Reducing Valve	12.5.1.2			
2.18	T	5 Years	Fire Department Connection Backflush	12.7.4			
2.19	T	5 Years	Sprinklers – Extra High Temperature	5.3.1.1.1.3			
2.20	T	5 Years	Sprinklers – Corrosive Environment/Water	5.3.1.1.2			
2.21	T	10 Years	Sprinkler – Dry	5.3.1.1.1.5			
2.22	T	20 Years	Sprinklers – Fast Response	5.3.1.1.1.2			
2.23	T	50 Years	Sprinklers	5.3.1.1.1			
2.24	T	75 Years	Sprinklers 75 years in service	5.3.1.1.14			
2.25	T		Sprinkles Manufactured prior to 1920 – Replace	5.3.1.1.1.1			
3.1	M	Annually	Control Valves	12.3.4			
3.2	M	Annually	Pre-action/Deluge Valves	12.4.3.3.2			
3.3	M	Annually	Dry Pipe Valves/Quick – Opening Devices	12.4.4.3.2			
3.4	M	Annually	Dry Pipe Valve – Low Point Drains	12.4.4.3.3			
3.5	M	5 Years	Obstruction Investigation	Chapter 13			

Item	Deficiencies and Comments: Deficiencies and Comments Item number must correspond to the Item number of the Activity listed above:

Attachment E

ATTACHMENT E
SUMMARY OF STANDARD AGREEMENTS
ANNUAL EXPENDITURES AND BALANCE

A & B Fire Protection and Safety, Inc
(Multi-Year Agreement No. *4838)

Fiscal Year (FY) (July 1 – June 30)	SA Beginning Balance	SA Additions	SA Expenditures	SA Ending Balance
FY 2019 - 2020 (SA Start Date: 12/2/19)	$415,310	$0	$30,204	$385,106
FY 2020 – 2021	$385,106	$0	$82,688	$302,418
FY 2021 – 2022	$302,418	$0	$118,511	$183,907
FY 2022 – 2023	$183,907	$100,000	$98,267	$185,640
FY 2023 – 2024	$185,640	$100,000 (Pending BOS Approval)	$18,860 (as of 11/16/23)	TBD
Total	**N/A**	**$200,000 (Pending BOS Approval)**	**$348,530 (through 11/16/23)**	**N/A**

Note: Amounts have been rounded to the nearest dollar.

Introduced: 11/30/2023
Version: 1

Current Status: Passed
Matter Type: BoS Resolution

Adopt a resolution to:
a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2023-24 Adopted Budget for the Carmel Lagoon project, County Service Areas/County Sanitation District Water projects, Parks Water projects, Laguna Seca Clean Water project, Laguna Seca Sewer Infrastructure project, ARPA Project Contingency, Prop 68 projects, Jail Sewer Lift Station project, Development SW Corner of Gabilan at Church project, 331 North Sanborn project, Bradley Library project, HVAC Animal Shelter project, Sheriff Replace Kitchen Refrigeration project, Sheriff Replace and Install New ATS project, 911 replace 2 HVAC units project, 911 Center Fence and Pavement Improvement project, District Attorney Security Improvement project, 168 W Alisal 3rd Floor Elevator and Supervisor Door Security Improvement project, 168 W Alisal Site Lighting Improvement project, 1488 Schilling Place Shredder Safety Reconfiguration project, Records Retention Center Office Safety and Ergo Improvement project, 1441 Schilling Place Failed Beam Assessment and Repair project, and Schilling Place Emergency Generator Rental project, as follows:
1. Increase appropriations by $3,647,411 in Fund 478-BIR, Appropriation Unit CAO047, financed by Unrestricted Net Position (478-BIR-3202); (4/5ths vote required).
2. Increase appropriations by $9,523,444 in Capital Projects, Fund 404, Appropriation Unit PFP057, financed by increased revenues from Federal Aid Reimbursements of $821,934, a transfer in from Fund 478-BIR, Appropriation Unit CAO047 of $4,865,213, and Unassigned Fund Balance (404-3101) of $3,836,297; (4/5ths vote required).
3. Increase appropriations by $503,067 in General Fund, Fund 001, Facility Services Appropriation Unit PFP054, financed by a transfer in from Fund 478-BIR, Appropriation Unit CAO047. (4/5ths vote required).
b. Authorize and direct the Auditor-Controller to transfer $5,368,280 from Fund 478-BIR, Appropriation Unit CAO047 to Capital Projects, Fund 404, Appropriation Unit PFP057 ($4,865,213) and General Fund, Fund 001, Facility Services Appropriation Unit PFP054 ($503,067). (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2023-24 Adopted Budget for the Carmel Lagoon project, County Service Areas/County Sanitation District Water projects, Parks Water projects, Laguna Seca Clean Water project, Laguna Seca Sewer Infrastructure project, ARPA Project Contingency, Prop 68 projects, Jail Sewer Lift Station project, Development SW Corner of Gabilan at Church project, 331 North Sanborn project, Bradley Library project, HVAC Animal Shelter project, Sheriff Replace Kitchen Refrigeration project, Sheriff Replace and Install New ATS project, 911 replace 2 HVAC units project, 911 Center Fence and Pavement Improvement project,

District Attorney Security Improvement project, 168 W Alisal 3rd Floor Elevator and Supervisor Door Security Improvement project, 168 W Alisal Site Lighting Improvement project, 1488 Schilling Place Shredder Safety Reconfiguration project, Records Retention Center Office Safety and Ergo Improvement project, 1441 Schilling Place Failed Beam Assessment and Repair project, and Schilling Place Emergency Generator Rental project, as follows:
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SUMMARY:
Public Works, Facilities and Parks (PWFP) is the lead for managing the County's Capital Projects and Facilities Maintenance budgets. Often annual Capital Project Funds and Facility budgets require a *true-up* to adjust appropriations for estimates made during budget development in March. This year, the March 2023 storms caused project delays impacting projected budget estimates, and delays with receiving equipment ordered have caused projects to roll into the next fiscal year. The *true-up* does not increase a project's overall budget (revenue or expenditures).

The Capital Projects, Fund 404, is used to account for financial resources and expenditures used for the construction of Board-approved capital facility projects over $1 million. PWFP identified seventeen (17) capital projects that need appropriation modifications totaling $9,523,444. Federal Aid Reimbursements, Building Improvement and Replacement (Fund 478-BIR) Unrestricted Net Position and Capital Projects (Fund 404) Unassigned Fund Balance are the financing sources for the requested appropriation increases.

In Fiscal Year (FY) 2022-2023, $903,000 was allocated from Fund 478-BIR for unscheduled maintenance projects in General Fund - Facility Services. At the end of FY 2022-23, there was $503,067 remaining with several projects in process not yet finalized by June 30, 2023. PWFP requests to use the entire $503,067 remaining allocation for six (6) rollover projects. Building Improvement and Replacement Fund Unrestricted Net Position is the funding source for the unscheduled maintenance allocation. PWFP anticipates bringing forward the Schilling Place Emergency Generator project, which was not completed in FY 2022-23, once the budget estimate is finalized.

Attachment A provides an overview of the FY 2023-24 Adopted Budgets for Fund 404 Capital

Projects and General Fund - Facility Services and the proposed appropriation modifications necessary to complete the projects.

OTHER AGENCY INVOLVEMENT:
This report was reviewed by the County Administrative Office Budget & Analysis Division. This item went to and was supported by the Budget Committee at their October 25, 2023 meeting.

FINANCING:
If approved, the recommended action will modify the FY 2023-24 Adopted Budget, increasing Fund 404, Appropriation Unit PFP057, appropriations by $9,523,444, financed by the Unassigned Fund Balance $3,836,297, Fund 478-BIR Unrestricted Net Position $4,865,213 and Federal Aid Reimbursement $821,934; and General Fund 001, Appropriation Unit PFP054, appropriations by $503,067 financed by Fund 478-BIR Unrestricted Net Position. Approval of the recommendation will not modify overall approved project budgets or require any additional funding from the General Fund. This request will only increase appropriations and revenues to align fiscal year expenditures incurred and revenues earned.

Prepared by: Sandra Lance, Finance Manager I (831) 755-4823
Reviewed by: Jessica Cordiero-Martinez, Finance Manager III
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - True Up Projects
Attachment B - Draft Board Resolution

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County of Monterey

Board Report

Legistar File Number: RES 23-235

Item No.59

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

January 09, 2024

Introduced: 11/30/2023

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to:
a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2023-24 Adopted Budget for the Carmel Lagoon project, County Service Areas/County Sanitation District Water projects, Parks Water projects, Laguna Seca Clean Water project, Laguna Seca Sewer Infrastructure project, ARPA Project Contingency, Prop 68 projects, Jail Sewer Lift Station project, Development SW Corner of Gabilan at Church project, 331 North Sanborn project, Bradley Library project, HVAC Animal Shelter project, Sheriff Replace Kitchen Refrigeration project, Sheriff Replace and Install New ATS project, 911 replace 2 HVAC units project, 911 Center Fence and Pavement Improvement project, District Attorney Security Improvement project, 168 W Alisal 3rd Floor Elevator and Supervisor Door Security Improvement project, 168 W Alisal Site Lighting Improvement project, 1488 Schilling Place Shredder Safety Reconfiguration project, Records Retention Center Office Safety and Ergo Improvement project, 1441 Schilling Place Failed Beam Assessment and Repair project, and Schilling Place Emergency Generator Rental project, as follows:
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project, 911 replace 2 HVAC units project, 911 Center Fence and Pavement Improvement project, District Attorney Security Improvement project, 168 W Alisal 3rd Floor Elevator and Supervisor Door Security Improvement project, 168 W Alisal Site Lighting Improvement project, 1488 Schilling Place Shredder Safety Reconfiguration project, Records Retention Center Office Safety and Ergo Improvement project, 1441 Schilling Place Failed Beam Assessment and Repair project, and Schilling Place Emergency Generator Rental project, as follows:
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SUMMARY:
Public Works, Facilities and Parks (PWFP) is the lead for managing the County's Capital Projects and Facilities Maintenance budgets. Often annual Capital Project Funds and Facility budgets require a *true-up* to adjust appropriations for estimates made during budget development in March. This year, the March 2023 storms caused project delays impacting projected budget estimates, and delays with receiving equipment ordered have caused projects to roll into the next fiscal year. The *true-up* does not increase a project's overall budget (revenue or expenditures).

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In Fiscal Year (FY) 2022-2023, $903,000 was allocated from Fund 478-BIR for unscheduled maintenance projects in General Fund - Facility Services. At the end of FY 2022-23, there was $503,067 remaining with several projects in process not yet finalized by June 30, 2023. PWFP requests to use the entire $503,067 remaining allocation for six (6) rollover projects. Building Improvement and Replacement Fund Unrestricted Net Position is the funding source for the unscheduled maintenance allocation. PWFP anticipates bringing forward the Schilling Place Emergency Generator project, which was not completed in FY 2022-23, once the budget estimate is finalized.

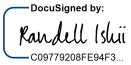
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Attachment A provides an overview of the FY 2023-24 Adopted Budgets for Fund 404 Capital Projects and General Fund - Facility Services and the proposed appropriation modifications necessary to complete the projects.

OTHER AGENCY INVOLVEMENT:
This report was reviewed by the County Administrative Office Budget & Analysis Division. This item went to and was supported by the Budget Committee at their October 25, 2023 meeting.

FINANCING:
If approved, the recommended action will modify the FY 2023-24 Adopted Budget, increasing Fund 404, Appropriation Unit PFP057, appropriations by $9,523,444, financed by the Unassigned Fund Balance $3,836,297, Fund 478-BIR Unrestricted Net Position $4,865,213 and Federal Aid Reimbursement $821,934; and General Fund 001, Appropriation Unit PFP054, appropriations by $503,067 financed by Fund 478-BIR Unrestricted Net Position. Approval of the recommendation will not modify overall approved project budgets or require any additional funding from the General Fund. This request will only increase appropriations and revenues to align fiscal year expenditures incurred and revenues earned.

Prepared by: Sandra Lance, Finance Manager I (831) 755-4823
Reviewed by: Jessica Cordiero-Martinez, Finance Manager III
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks



The following attachments are on file with the Clerk of the Board:
Attachment A - True Up Projects
Attachment B - Draft Board Resolution

Attachment A

Attachment A - True Up Projects

	A	B	C	D	E			
Capital Projects, Fund 404, Appropriation Unit PFP057			(A-B)		(C-D)	Funding Sources		
Description	**Total Project Budget**	**Prior Years' Actuals**	**Budget Need**	**FY 24 Adopted Budget**	**True Up**	**Unassigned Fund Balance**	**Fund 478-BIR**	**ARPA**
Carmel Lagoon (EPB/SRPS)	256,894	207,450	49,444	30,000	19,444	19,444		
CSA/CSD	4,100,000	3,413,735	686,265	514,954	171,311			171,311
Park Water Projects	7,656,221	4,399,806	3,256,415	3,332,132	(75,717)			(75,717)
Laguna Seca clean water	1,450,000	293,516	1,156,484	450,002	706,482			706,482
Laguna Seca sewer infrastructure	1,905,000	546,809	1,358,191	1,324,277	33,914			33,914
ARPA Project Contingency	776,386	25,361	751,025	765,081	(14,056)			(14,056)
Prop 68	157,858	64,179	93,679	-	93,679	93,679		
	631,430	256,715	374,715	369,288	5,427	5,427		
Jail Sewer Lift Station	800,000	101,750	698,250	555,500	142,750		142,750	
Development SW Corner of Gabilan @ Church	500,000	114,577	385,423	334,674	50,749		50,749	
331 North Sanborn - BHESALCLNC - 23,700,000	3,547,136	3,547,136	-	-	-			
	3,902,864	709,963	3,192,901	-	3,192,901	3,192,901		
	16,250,000	9,743,773	6,506,227	1,885,336	4,620,891		4,620,891	
Bradley Library	200,000	151,897	48,103	-	48,103		48,103	
HVAC Animal Shelter	2,246,754	34,580	2,212,174	1,946,754	265,420		265,420	
1410 Natividad Rd - Replace Kitchen Refrigeration	420,411	281,687	138,724	381,148	(242,424)		(242,424)	
1410 Natividad Rd - Replace & Install New ATS	529,800	45,371	484,429	498,920	(14,491)		(14,491)	
1322 Natividad Rd - 911 replace 2 HVAC units	453,792	24,658	429,134	434,919	(5,785)		(5,785)	
911 Center Fence and Pavement Improv.	415,866	7,568	408,298	-	408,298	408,298		
DA Security Improvements Project	189,262	72,715	116,547	-	116,547	116,547		
Subtotal	46,389,674	24,043,245	22,346,429	12,822,985	9,523,444	3,836,297	4,865,213	821,934

General Fund, Fund 001, Facilities Services Appropriation Unit PFP054						Funding Sources		
Description	**Total Project Budget**	**Prior Years' Actuals**	**Budget Need**	**FY 24 Adopted Budget**	**True Up**	**Fund Balance**	**Fund 478-BIR**	**ARPA**
Facilities Unscheduled Maintenance - Unit 8552	903,000	399,933	503,067	-	503,067		503,067	
168 W Alisal, Salinas CA 3rd Floor Elevator & Supervisor Door Security Improvements								
168 W Alisal, Salinas CA Site Lighting Improvements								
1488 Schilling Place Shredder Safety Reconfiguration								
1488 Schilling Place RRC Office Safety and Ergo Improvements								
1441 Schilling Place Failed Beam Assessment & Repair								
1441-1488 Schilling Place-Emergency Generator Rental								
Subtotal	903,000	399,933	503,067	-	503,067	-	503,067	-

Total	**3,836,297**	**5,368,280**	**821,934**

Attachment B

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

Resolution No. 24- _____

Adopt a Resolution to:
a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2023-24 Adopted Budget for the Carmel Lagoon project, County Service Areas/County Sanitation District Water projects, Parks Water projects, Laguna Seca Clean Water project, Laguna Seca Sewer Infrastructure project, ARPA Project Contingency, Prop 68 projects, Jail Sewer Lift Station project, Development SW Corner of Gabilan at Church project, 331 North Sanborn project, Bradley Library project, HVAC Animal Shelter project, Sheriff Replace Kitchen Refrigeration project, Sheriff Replace and Install New ATS project, 911 replace 2 HVAC units project, 911 Center Fence and Pavement Improvement project, District Attorney Security Improvement project, 168 W Alisal 3rd Floor Elevator and Supervisor Door Security Improvement project, 168 W Alisal Site Lighting Improvement project, 1488 Schilling Place Shredder Safety Reconfiguration project, Records Retention Center Office Safety and Ergo Improvement project, 1441 Schilling Place Failed Beam Assessment and Repair project, and Schilling Place Emergency Generator Rental project, as follows:
1. Increase appropriations by $3,647,411 in Fund 478-BIR, Appropriation Unit CAO047, financed by Unrestricted Net Position (478-BIR-3202); (4/5ths vote required).
2. Increase appropriations by $9,523,444 in Capital Projects, Fund 404, Appropriation Unit PFP057, financed by increased revenues from Federal Aid Reimbursements of $821,934, a transfer in from Fund 478-BIR, Appropriation Unit CAO047 of $4,865,213, and Unassigned Fund Balance (404-3101) of $3,836,297; (4/5ths vote required).
3. Increase appropriations by $503,067 in General Fund, Fund 001, Facility Services Appropriation Unit PFP054, financed by a transfer in from Fund 478-BIR, Appropriation Unit CAO047. (4/5ths vote required).
b. Authorize and direct the Auditor-Controller to transfer $5,368,280 from Fund 478-BIR, Appropriation Unit CAO047 to Capital Projects, Fund 404, Appropriation Unit PFP057 ($4,865,213) and General Fund, Fund 001, Facility Services Appropriation Unit PFP054 ($503,067). (4/5ths vote required).

WHEREAS, the Department of Public Works, Facilities and Parks (PWFP) is the lead for managing the County's Capital Projects and Facilities Maintenance budgets;

WHEREAS, often annual Capital Project Funds and Facility budgets require a *true-up* to adjust appropriations for estimates made during budget development in March;

WHEREAS, the March 2023 storms caused project delays impacting projected budget estimates, and delays with receiving equipment ordered have caused projects to roll into the next fiscal year. The *true-up* does not increase a project's overall budget (revenue or expenditures);

WHEREAS, PWFP identified seventeen (17) capital projects that need appropriation modifications totaling $9,523,444; and

WHEREAS, this resolution will modify the FY 2023-24 Adopted Budget, increasing Fund 404, Appropriation Unit PFP057, appropriations by $9,523,444, financed by the Unassigned Fund Balance

$3,836,297, Fund 478-BIR Unrestricted Net Position $4,865,213 and Federal Aid Reimbursement $821,934; and General Fund 001, Appropriation Unit PFP054, appropriations by $503,067 financed by Fund 478-BIR Unrestricted Net Position.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Monterey hereby adopts a resolution to:

a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2023-24 Adopted Budget for the Carmel Lagoon project, County Service Areas/County Sanitation District Water projects, Parks Water projects, Laguna Seca Clean Water project, Laguna Seca Sewer Infrastructure project, ARPA Project Contingency, Prop 68 projects, Jail Sewer Lift Station project, Development SW Corner of Gabilan at Church project, 331 North Sanborn project, Bradley Library project, HVAC Animal Shelter project, Sheriff Replace Kitchen Refrigeration project, Sheriff Replace and Install New ATS project, 911 replace 2 HVAC units project, 911 Center Fence and Pavement Improvement project, District Attorney Security Improvement project, 168 W Alisal 3rd Floor Elevator and Supervisor Door Security Improvement project, 168 W Alisal Site Lighting Improvement project, 1488 Schilling Place Shredder Safety Reconfiguration project, Records Retention Center Office Safety and Ergo Improvement project, 1441 Schilling Place Failed Beam Assessment and Repair project, and Schilling Place Emergency Generator Rental project, as follows:

1. Increase appropriations by $3,647,411 in Fund 478-BIR, Appropriation Unit CAO047, financed by Unrestricted Net Position (478-BIR-3202); (4/5ths vote required).
2. Increase appropriations by $9,523,444 in Capital Projects, Fund 404, Appropriation Unit PFP057, financed by increased revenues from Federal Aid Reimbursements of $821,934, a transfer in from Fund 478-BIR, Appropriation Unit CAO047 of $4,865,213, and Unassigned Fund Balance (404-3101) of $3,836,297; (4/5ths vote required).
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b. Authorize and direct the Auditor-Controller to transfer $5,368,280 from Fund 478-BIR, Appropriation Unit CAO047 to Capital Projects, Fund 404, Appropriation Unit PFP057 ($4,865,213) and General Fund, Fund 001, Facility Services Appropriation Unit PFP054 ($503,067). (4/5ths vote required).

PASSED AND ADOPTED on this __ day of _____ 2024, by roll call vote:

AYES:
NOES:
ABSENT:
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book ___ for the meeting on ____2024.

Dated: _____ , 2024
File ID: RES 24-
Agenda Item No.:

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

By: _____
Deputy

County of Monterey

Board Report

Legistar File Number: A 23-563

Item No.66

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

January 09, 2024

Introduced: 12/5/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative to execute an Event Agreement between Ferrari North America, Inc., and the County of Monterey for the right to conduct a sports car type road racing event at WeatherTech® Raceway at Laguna Seca in calendar year 2024 event season.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the Monterey County Laguna Seca Representative to execute an Event Agreement between Ferrari North America, Inc., and the County of Monterey for the right to conduct a sports car type road racing event at WeatherTech® Raceway at Laguna Seca in calendar year 2024 event season.

SUMMARY/DISCUSSION:
Ferrari North America, Inc. ("Ferrari North America") wishes to enter into a one-year Event Agreement to conduct Ferrari Racing Days, a sports car type road racing event, at WeatherTech® Raceway at Laguna Seca on May 17-19, 2024.

This single-marque series attracts Ferrari fans and owners alike. Since 1993 this famous single automaker and their championship racing events has placed unique cars and very special customers on the most beautiful racetracks in the world.

This is the only Ferrari Challenge round on the West Coast and gives Ferrari enthusiasts the opportunity to see the latest offerings from the Italian manufacturer along with world-class racing. Ferrari Racing Days can be enjoyed by all and feature exciting race action, a paddock full of beautiful cars, and fan activities over the course of the weekend.

Ferrari Racing Days is a comeback event to the WeatherTech® Raceway at Laguna Seca racing season schedule, with their last event held in 2019.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed Agreement as to form and fiscal provisions, respectively. The office of Risk Management reviewed and approved the insurance coverage and limits.

FINANCING:
This is a revenue generating event with agreed Sponsorship fees of $473,975 to be paid by Ferrari North America in two equal installments prior to the Event date. The County will also receive all ticket sales and camping sales revenue. This agreement is anticipated to be included in the agreements to be assigned and assumed by Friends of Laguna Seca, whose Concession Agreement with the County was recently approved by the Board, upon completion of various transition requirements.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for Economic Development and Administration.

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

Prepared by: Ryan Bell, Administrative Operations Manager, (831) 755-8912
Reviewed by: Bryan Flores, Chief of Parks,
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachment A - Event Agreement

DocuSign Envelope ID: 31298620-B71A-4638-84E0-C35CB81C2BFB

County of Monterey

Board Report

Legistar File Number: A 23-563

Item No.

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

January 09, 2024

Introduced: 12/5/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative to execute an Event Agreement between Ferrari North America, Inc., and the County of Monterey for the right to conduct a sports car type road racing event at WeatherTech® Raceway at Laguna Seca in calendar year 2024 event season.

RECOMMENDATION:
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Approve and authorize the Monterey County Laguna Seca Representative to execute an Event Agreement between Ferrari North America, Inc., and the County of Monterey for the right to conduct a sports car type road racing event at WeatherTech® Raceway at Laguna Seca in calendar year 2024 event season.

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This single-marque series attracts Ferrari fans and owners alike. Since 1993 this famous single automaker and their championship racing events has placed unique cars and very special customers on the most beautiful racetracks in the world.

This is the only Ferrari Challenge round on the West Coast and gives Ferrari enthusiasts the opportunity to see the latest offerings from the Italian manufacturer along with world-class racing. Ferrari Racing Days can be enjoyed by all and feature exciting race action, a paddock full of beautiful cars, and fan activities over the course of the weekend.

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DocuSign Envelope ID: 31298620-B71A-4638-84E0-C35CB81C2BFB

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This is a revenue generating event with agreed Sponsorship fees of $473,975 to be paid by Ferrari North America in two equal installments prior to the Event date. The County will also receive all ticket sales and camping sales revenue. This agreement is anticipated to be included in the agreements to be assigned and assumed by Friends of Laguna Seca, whose Concession Agreement with the County was recently approved by the Board, upon completion of various transition requirements.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for Economic Development and Administration.

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

Prepared by: Ryan Bell, Administrative Operations Manager, (831) 755-8912
Reviewed by: Bryan Flores, Chief of Parks,
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

DocuSigned by:
Randell Ishii
C09779208FE94F3...
12/7/2023 | 11:36 AM

Attachment A - Event Agreement

DocuSign Envelope ID: 1BB931FE-3EF1-4961-BE40-E191D6EC443E

EVENT AGREEMENT

This Event Agreement between Ferrari North America, Inc., owner and operator of the Ferrari Challenge Series, to include Corse Clienti, (the "Series") with its principal place of business located at 250 Sylvan Ave., Englewood Cliffs, NJ 07632 and the County of Monterey (the "Promoter") with its principal place of business at 168 W. Alisal St., 3rd Floor, Salinas, CA 93901 is entered and is effective as of July 27, 2023. Series and Promoter may be referred to herein as "party", or collectively as the "parties."

RECITALS

WHEREAS Series is wanting to conduct a Sports Car Type Road Racing Event at WeatherTech Raceway Laguna Seca (the “Facility”) and

WHEREAS Promoter owns and/or controls the Facility and wishes to have Series conduct a road racing event (the “Event”), at the Facility.

WHEREAS Series is willing to conduct the Event in accordance with the terms and conditions of this Event Agreement along with the exhibits as set forth below and constituting the Agreement.

NOW, THEREFORE, Series and Promoter, in consideration of the mutual promises set forth below and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, agree as follows:

AGREEMENT

1. The Agreement. The Agreement shall consist of this Event Agreement and the following exhibits as though such exhibits were set herein in their entirety:

1. Exhibit A: Event Summary
2. Exhibit B: Series Obligations
3. Exhibit C: Sponsorship Obligations
4. Exhibit D: Promoter Obligations
5. Exhibit E: Advertising and Use of Registered Trademarks
6. Exhibit F: Insurance and Indemnification
7. Exhibit G: Approved Caterers
8. Exhibit H: Agreement Fee Breakdown

2. Obligations of the Parties. The parties agree to be bound by the obligations and responsibilities as set forth in this Agreement.

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3. Designation of Promoter Agent. In its discretion, the Promoter may designate an agent to act on behalf of the Promoter with respect to the obligations and responsibilities set forth in this Agreement.

1. Despite any election to designate an agent, the Promoter remains responsible for all final decisions, rights, and obligations under this Agreement.

2. The Promoter, in its sole discretion, may revoke any agency designation or replace its agent upon 60 days' notice as provided for herein.

4. Events of Default. For purposes of this Agreement, the following constitutes a "Default":

4.01 Failure of either party to abide by the terms and conditions of this Agreement.

2. Failure of either party to take such actions, or refrain from taking actions, as may reasonably be requested by the other party in accordance with this Agreement.

3. Any act, omission or condition expressly described in this Agreement as giving either party the right to terminate this Agreement or the sanction granted by this Agreement.

4. A change, material or otherwise, in the ownership, control or management of either party, unless otherwise expressly permitted by this Agreement or consented to in writing between the parties.

5. A statement by either party that it is not or will not be able to pay its debts as they become due; an application or agreement by either party for the appointment of a receiver or trustee in liquidation; a general assignment by either party for the benefit of creditors; the filing by either party of a voluntary petition in bankruptcy or a petition seeking reorganization or an arrangement of creditors under any bankruptcy law; the filing by another person or entity of a petition under any bankruptcy law that makes either party, or the adjudication of either party, a bankrupt under any bankruptcy law.

5. Termination

1. Notice of Termination by either party is effective as of the date the notice is received. Series may not cancel Event inside of 90-days prior to the event. Termination inside of 90-days will result in a loss of the full base Event fee unless cancelation is due to local, county, and/or state health official directives due to ongoing global health concerns. If Series cancels the event of their own volition within the 90-day period and without Promoter requirement, the Promoter will retain the full base Event fee paid to date.

2. Default Caused by Promoter: If there is a Default caused by Promoter, at its option Series may, by written notice to Promoter:

i) Terminate this Agreement or the sanction granted by this Agreement.

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ii) Require that the Promoter to hold harmless the Series, its Board, officers, agents, and employees from any loss resulting from Promoter's Default.

5.03 Default Caused by Series: If there is a Default caused by Series, at its option Promoter may, by written notice to Series:

i) Terminate this Agreement and withhold from any payments due under this Agreement.

ii) Require that the Series to hold harmless the Promoter, its Board, officers, agents, and employees from any loss resulting from Series' Default.

5.04 Promoter's Rights and Remedies Upon Termination:

i) Upon Termination, Series shall promptly comply with all monetary obligations that have accrued as of the effective date of termination.

ii) All other terms and conditions of this Agreement shall survive such termination.

iii) Nothing in this Article shall be construed to limit Promoter's other rights or remedies.

6. Indemnification.

1. Promoter shall indemnify and hold Series harmless from any and all claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, damages, and costs of any nature arising out of the negligent or improper act(s) of Promoter, the Event or this Agreement, except to the extent that such claim, allegation, demand, obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of Series.

2. Series shall indemnify and hold Promoter, its board, officers, agents, and employees harmless from any and all claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, rights, damages, and costs of any nature arising out of the negligent or improper act(s) of Series, except to the extent such claim, allegation, demand, obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of Promoter.

7. Notice. Unless otherwise permitted herein, notice required by the Agreement shall be given by overnight mail or other express service, postage prepaid, addressed as follows:

1. TO SERIES: Matthew Dusenberry, Series Manager, Ferrari North America, 250 Sylvan Ave., Englewood Cliffs, NJ 07632 with a copy to Gianfranco G Mitrione, Vice-President and General Counsel at the same address.

2. TO PROMOTER: Any notice required to be sent to the Promoter shall be addressed to the Promoter's agent as designated in Exhibit A with a copy to the Promoter

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addressed to County of Monterey, Ryan Bell, Parks Administrative Operations Manager (Laguna Seca), 1441 Schilling Place, 2nd Floor, Salinas, CA 93901.

i) Promoter Agent: John Narigi, President/GM, Laguna Seca Recreation Area, 1021 Monterey Salinas Highway, Salinas, CA 93908

7.03 Either party may change the person(s) or locations to which notice must be given pursuant to this Section, by providing written notice to the other party in accordance herewith.

8. Entire Agreement. This Agreement constitutes the entire agreement between Series and Promoter. All previous communications and negotiations between Series and Promoter, whether oral or written, not contained herein are hereby withdrawn and void.

9. Amendments. This Agreement may not be amended or modified except in writing and signed by both parties.

10. Assignment; No Joint Venture and Related Matters. A party may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, except as otherwise expressly permitted by this Agreement. The rights and obligations contained in this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement will be construed to place Series in the relationship of a partner or joint venture with Promoter. Neither party may or has power to obligate or bind the other party in any manner other than as expressly provided for in this Agreement.

11. Construction of Agreement. The Promoter and Series 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.

12. Authority. Any individual executing this Agreement on behalf of the Promoter or the Series 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.

13. Governing Law, Jurisdiction and Related Matters. This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements made and to be performed therein (without giving effect to the conflict of law provisions of such jurisdiction). With respect to any litigation, dispute(s) and/or claims between the parties regarding the Event and/or this Agreement, venue shall lie solely in Monterey County, CA, and all parties hereto consent to service of process by, and the personal and subject matter jurisdiction of, the California Superior Courts in and for Monterey County, California.

14. Force Majeure. Neither party shall be liable to the other for delay in the performance of this Agreement, or for any delay, shortening or cancellation of any race event ("Altered Event"), or for any damages suffered by such other party, to the extent any delay, Altered

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Event or nonperformance is due to causes beyond the control of the first party, including but not limited to, acts of God, war, terrorism, civil strife, conditions of serious threat to health or safety, rain, fire, strikes, boycotts or similar refusal to participate (included by Event participants), inclement or severe weather (including lightning strikes), power outages, pandemic or inability to obtain necessary labor or materials. In the event of Force Majeure, Series shall receive full compensation of fees paid, minus net reasonably incurred and verified hard costs of fulfillment at the date of the Altered Event.

DocuSign Envelope ID: 1BB931FE-3EF1-4961-BE40-E191D6EC443E

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representative of each party, on the dates set forth below.

County of Monterey

BY:

Signature: _____

Ryan Bell, Parks Administrative Operations Manager (Laguna Seca)

Date: _____

Ferrari North America, Inc.

BY:

Signature: Matteo Torre (Nov 13, 2023 22:37 EST)

Print Name: Matteo Torre

Title: President

Date: Nov 13, 2023

Approved as to Form:

BY:

Signature: DocuSigned by: Michael Whilden 0F98C5BE956F476...

Michael Whilden
Deputy County Counsel

Leslie J. Girard

Chief Asst. County Counsel

Date: 11/30/2023 | 2:50 PM PST

Ferrari North America, Inc.

BY:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Fiscal Provisions:

Signature: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Auditor/Controller

Date: 12/1/2023 | 7:33 AM PST

Approved as to Liability Provisions:

Signature: DocuSigned by: David Bolton 68FDC263FF6243C...

Risk Management

Date: 12/1/2023 | 10:04 AM PST

DocuSign Envelope ID: 1BB931FE-3EF1-4961-BE40-E191D6EC443E

DocuSign Envelope ID: 1BB931FE-3EF1-4961-BE40-E191D6EC443E

Exhibit A

EVENT SUMMARY

DESIGNATED PROMOTER AGENT:	A&D Narigi Consulting LLC 1021 Monterey Salinas Highway Salinas, CA 93908
FACILITY NAME:	WeatherTech Raceway Laguna Seca
EVENT NAME:	Ferrari Racing Days
SERIES:	Ferrari North America 250 Sylvan Avenue Englewood Cliffs, NJ 07632
AGREEMENT TERM: 2024	Tuesday, May 14, 2024 through Monday, May 20,
EVENT START TIME:	8:30 a.m. each day
EVENT END TIME:	5:30 p.m. each day
TIME LIMIT:	8:30 a.m. – 5:30 p.m. each day; minimum of five (5) minutes between sessions, minimum of thirty (30) minute break for lunch each day
DATE OF SPECTATOR EVENTS:	Friday, May 17, 2024, through Sunday, May 19, 2024
DELIVERIES:	Monday, May 13, 2024, 12 p.m. to 6 p.m. (Paddock/Interluxe Designated Space for Boneyard)
LOAD IN/SET-UP:	Tuesday, May 14, 2024, 6:30 a.m. to 6 p.m. (Paddock Load in, Hospitality setup, and track signage installation)
ACTIVE DAYS:	Wednesday, May 15, 2024, through Monday, May 20, 2024 • *Wednesday, May 15, 2024 – Ferrari Challenge test (limited sound day – 105 db)* • *Thursday, May 16th – Ferrari Challenge test (limited sound day – 105 db)* • *Friday, May 17th – Ferrari Racing Days (Unlimited sound day – Formula 1 cars running)*

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- *Saturday, May 18th – Ferrari Racing Days (Unlimited sound day – Formula 1 cars running)*
- *Sunday, May 19th – Ferrari Racing Days (Unlimited sound day – Formula 1 cars running)*
- *Monday, May 20th – Club Competizioni GT (Unlimited sound day – GT cars running) and Load-Out*

LOAD OUT:	Monday, May 20, 2024 by 11:59 p.m.
FEES:	All fees are due to Promoter, paid by Ferrari North America.
AGREEMENT FEE:	$473,975
PAYMENT DUE DATES:	January 1, 2024 – 50% Deposit - $236,987.50 May 1, 2024 – Balance due in full - $236,987.50 excluding miscellaneous expenditures
INSURANCE SUBMISSION DATE:	April 1, 2024
FACILITY ASSETS INCLUDED FOR USE DURING LOAD-IN/EVENT/ LOAD-OUT:	

- Garages Bays 1-24
- Steward's Room
- Newman Building (4-bay only)
  - Upstairs Classroom
  - 4-Bay: Driver's Meeting Location
- Triple Tall Building
- Timing & Scoring Building
- Paddock Area
- Vendor Marketplace Area/Lakebed
- All Parking Areas
- Swale and off-road areas
- Premier Pit Row Suites – Qty. 10 – Usage: 4 Days – Suites 12-3
- Turn 1 Hospitality Pavilion – Friday-Monday (load-in Tuesday-Thursday)
- Turn 3 Paddock Structure – Friday-Monday (load-in Tuesday-Sunday)
  - Includes cost to operate air conditioning

DocuSign Envelope ID: 1BB931FE-3EF1-4961-BE40-E191D6EC443E

- Current structure in place as of July 2023 or a similar structure if replaced by WeatherTech Raceway Laguna Seca to include:
  - Glass panel walls on all sides
  - Two-story – presenting views of the track
  - Minimum Capacity – 500

Staffing Inclusions in Event Fee:

- Event Operations Staff
- Concessions and Hospitality Staff
- Parking and Paddock Staff
- Admission and Vehicle Control Staff
- 24 Hour Security

Ancillary Inclusions in Event Fee:

- PA System, 3 days – Friday-Sunday

Exclusions:

- Live stream or specialized audio visual – to be provided by Series at Series discretion

End Exhibit A

DocuSign Envelope ID: 1BB931FE-3EF1-4961-BE40-E191D6EC443E

Exhibit B

SERIES OBLIGATIONS

Series shall be responsible for the following:

1. Overall Fee for Event. $473,975

2. Revenue:

    1. Promoter has the right for sponsorship sales providing there are no direct conflicts with Series sponsors, to be mutually agreed upon. Current lists to be provided to each party no later than January 1, 2024.

    2. Promoter has the right to execute and retain all car corral and parking sales. With free parking already included to Ferrari for participants, staff, hospitality guests, Ferrari car corrals. No other car brand may have a car corral.

    3. Promoter shall receive 100% proceeds from all general public ticket sales.

    4. Series shall retain twelve (12) Campsites (designated by Promoter), with full hook-ups for internal use. Promoter shall have access to all remaining camping sites and camping areas for individual Camping Revenue. Promoter shall retain ALL revenue from camping.

    5. Promoter retains the right to source and contract food and beverage vendors for the event. Promoter will allow year-round food and beverage sponsors (with event footprint assets) their agreed upon footprints within the Event. Promoter will keep 100% of the revenue from all food and beverage Vendors, including Bear & Flag. All equipment needs for Vendor use, including tent, shall be at the expense of the Promoter.

    6. Series will be required to purchase beverages through Promoter's preferred beverage partner for resale. Series will keep 100% of revenue generated through non-alcohol beverage sales during the event. Promoter retains 100% of all alcohol sold during event to general admission ticket holders. All equipment needs for Vendor use, including tent, shall be at the expense of the Promoter.

3. Conduct and Control Over Event. Series shall conduct the Event, through its officials and personnel, in accordance with this Agreement. Series shall have sole control over the conduct of the on-track activities of the Event. Series will work together with Promoter on guidance and recommendations on paddock design and set-up. Series is responsible for the Paddock layout and design. Promoter to provide generic AutoCAD file for Series creation of Paddock layout and design.

4. Participant Accident Insurance. Series is responsible for providing participant accident coverage for all Series sanctioned activity, including but not limited to all on-track

DocuSign Envelope ID: 1BB931FE-3EF1-4961-BE40-E191D6EC443E

participants, officials, course marshals and all Series credentialed personnel. This proof of coverage needs to be received by the Promoter no later than March 31, 2024.

5. Fire and Medical Equipment and Personnel. Series shall be responsible for all costs associated with medical and fire personnel, equipment and services, including without limitation, and at Series expense, cleanup crews, towing and flatbed wreckers, for fire protection and on-site medical services for competitors, officials, the public and others in connection with the Event during the regularly scheduled hours as included in the overall Fee – if overtime takes place, Series is responsible for additional fees. Promoter shall make advance arrangements with local hospitals and physicians for the prompt, efficient and appropriate treatment of any and all injuries occurring during the event. For purposes of clarity throughout this Agreement, the reference to required Promoter supplied assets, personnel, equipment and resources shall be understood to be "minimums", and this shall be especially true with respect to medical, ambulance, safety and fire suppression matters at the Track.

1. For the Track and Related Areas: There shall be a minimum of two (2) properly trained corner workers per flagging station, with a full complement of road racing flags, a fully charged 10lb multi-purpose fire extinguisher, and radio with closed ear headsets for direct communication with race control, at each such station.

2. For Fire and Rescue: There shall be a minimum of two (2) fire-rescue vehicles with suitable fire extinguishing equipment and properly trained crews. There shall be at least one extraction/cutting tool to be located on one of the trucks.

3. Recovery Vehicles: Minimum of two (2) roll back vehicle recovery trucks and one conventional tow (lift) truck required.

4. For Ambulance Resources: A minimum of two (2) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulances dedicated exclusively to the racetrack activities.

5. Spectator Ambulance:
   i) Promoter to provide one (1) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulance for spectator area assignment during Event days (Friday through Sunday) at the expense of the Promoter.

5.06 Emergency Dispatch Personnel:
   i) Promoter shall have present during the Event a paddock ambulance dispatch person to respond to any incidents within the paddock or facility. This person shall have a detailed familiarity with the facility, the track and track operations.

   ii) Series shall provide an emergency vehicle dispatch person for all on-track ambulances, rescue and safety crews.

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7. Security for Pit, Paddock and Garage Areas: Promoter shall furnish adequate volunteer security personnel and equipment in the pit, garage/paddock and adjoining areas. Promoter shall limit access to the pit area before, during and after the Event solely to authorized individuals and equipment. Promoter is solely responsible and liable for the actions of security personnel, provided.

8. Security for Hospitality: Specific areas to be utilized by Series or their guests that require security, Series would provide at Series expense.

6. Awards. Series shall be responsible for paying all purse awards. Series is responsible for podium, podium activities, champagne, and any other costs associated to award presentations.

7. Timing and Scoring. Series shall provide and be responsible for all timing and scoring requirements.

8. Radio Transmissions. Series will provide Promoter a list of all radio frequencies to be used by teams, officials, and other Series personnel for the Event two weeks prior to the Event. Series understands that if such reported radio frequencies are not legal or conflict with any licensed frequencies in Monterey County, Series will require their participants to change to a legal, licensed frequency prior to arriving at the track.

9. Trophies. Series shall be responsible for all trophies and prizes.

10. Series Operations.
    1. Series is required to manage its own operations.

    2. Series is required to perform all technical and safety inspections.

    3. Series shall provide a race steward and a pit lane steward as well as race officials who will be in charge while on-track activities are taking place.

    4. Series is required to perform registration and related administrative functions for all employees and participants/entrants

    5. Registration will be located at Series chosen location at Series cost.

11. Track Announcer and P.A. System: Series shall provide an announcer for all on-track activity and podium and be responsible for the cost of the P.A. system to be used for the event as included in the overall fee. P.A. System available to operate Friday, Saturday, and Sunday and live commentary to be provided by Series Saturday and Sunday.

12. Additional Signage: Series shall have the opportunity to sell additional signage and sponsor-related entitlements beyond items listed in Exhibit C.

13. Entry fees: Series shall retain all participant and crew entry revenue as outlined in Exhibit "A".

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14. Contractors and Suppliers: Series is required to use track approved contractors, caterers, vendors, and suppliers. A flat $5,000 administrative fee is to be charge by Promoter for utilizing all caterers, contractors, vendors and suppliers. If Series determine they wish to secure their own caterer a $15,000 buyout fee will be assessed to the Series at Series expense.

15. Event related equipment rentals: Series shall cover the costs of all equipment and order through track approved equipment partners, including but not limited to generators, electrical hook-ups, I.T. requirements, tents, tables, chairs and any associated permits as included in the overall fee.

End Exhibit B

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EXHIBIT C

SPONSORSHIP OBLIGATIONS

The parties shall have the following rights and obligations with respect to sponsorships:

1. Promoter will provide an inventory of available signage for the series to sell and utilize – included below. Series is required to use the authorized track signage provider for all signage and installation.

- Two 7'x42'Turn 2 Hairpin Billboard signs
- Two (2) 12'x72' Turn 3 Billboards
- Tire Bridge structure
- Catch-Fence Billboards
  - Turn 2, Turn 3, Turn 4, Turn 5, Turn 8, Turn 9, Turn 10,
- Two (2) 8'x100' Turn 7 "wire bridge" Billboards
- Two hundred (200) 30"x12' trackside concrete or tire barrier signs
- Four (4) 12'x24' Corkscrew Billboards
- Unlimited Trackside A-Frames

*Any future developed signage locations or unique opportunities to be discussed in advance for inclusion. At time of agreement, WeatherTech and Mission Foods signage must remain in current location.

1. Series is responsible for all costs associated with Series related signage, including design, production, installation, and removal. If required, reinstallation of Promoter's established signage.

2. Promoter shall provide Series with a track-approved and insured signage installation vendor to negotiate rates and services with. Series is responsible for all associated costs.

2. Promoter Sponsors and Signage: Series understand that Promoter retains signage locations throughout the Track and Facility for year-round sponsors, and retains the right to those locations and branding, regardless of possible conflict with Series sponsors ("Promoter Sponsors").

2.01 Notwithstanding anything in this agreement to the contrary, Promoter shall retain the right to display on-track branding of WeatherTech Raceway Laguna Seca's Official Sponsors, including WeatherTech and Mission Foods, as they remain in a year-round placement.

3. Vendors: Series shall have the opportunity to sell exhibit and product vendors. Vendors must comply with California codes and provide a resale license.

End Exhibit C

DocuSign Envelope ID: 1BB931FE-3EF1-4961-BE40-E191D6EC443E

EXHIBIT D

PROMOTER OBLIGATIONS

Promoter shall be responsible for the following:

1. Control and Maintenance of the Facility. Promoter represents and warrants that, in connection with the Event, it currently has and will maintain sole control of the Facility, and that it has and will maintain full authority to permit the Event to be conducted at the Facility in a timely manner. Promoter shall maintain the Facility in good repair at all times applicable to the Event, ready for use. Promoter shall be responsible for the safety of such persons while on the Facility. Promoter warrants that the Facility is and will remain in a condition suitable for the Event, as accepted on the effective date of this Agreement or such other approval date as the parties may agree upon in writing.

2. Compliance with Laws. Series and Promoter shall comply with all local, state and federal laws and regulations applicable to the organization, promotion and occurrence of the Event, and Promoter shall obtain in a timely manner all necessary licenses, permits or other governmental approvals required for the Event. Promoter shall be solely responsible for compliance with any and all federal, state or other tax information, reporting and withholding obligations (including, but not limited to, Federal Form 1099) with amounts payable with respect to the Event and the competitors therein. Series required to follow all health protocols and guidelines mandated by State and County for general public safety.

3. Control of and Responsibility for the Public. Promoter is solely responsible and liable for the safety of the public during the Event. Promoter shall furnish adequate facilities, personnel (including security personnel), equipment and services for accommodating and controlling the public during the Event. In connection with these responsibilities, Promoter shall ensure that the movement of the public through the paddock and related areas shall be carefully configured so as to safeguard the public while not interfering with the Event, or the activities of the Event competitors and participants.

4. Business Responsibilities Relating to Promotion: Promoter shall perform all obligations imposed on it by this Agreement, including all obligations to provide cooperation, tickets, passes, services, support equipment and the like at its own expense, without contribution by Series unless otherwise expressly stated in this Agreement and/or in any subsequent letter agreement or exhibit appended hereto. Promoter assumes and will perform all of its business responsibilities in connection with this Agreement and the promotion of the Event, in a first-class manner.

5. Event Insurance: Promoter shall obtain and maintain public liability insurance for the Event for (i) spectator injury and property damage and (ii) participant legal, pit, track, product liability and medical malpractice, with a minimum combined single limit equal to but not less than $10,000,000.00 per occurrence. (To be confirmed based on 2024 Promoter requirements).

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6. Miscellaneous Promoter Rights and Obligations:

1. Provide adequate parking areas (which have been commonly and previously used to host this and other events of comparable size) and parking passes/permits. For the foregoing purposes, three (3) weeks in advance of the Event, Promoter shall furnish Series with accurate plans, engineering and scale drawings, maps, dimensions and the like for said paddock, garage, pit, parking and related areas. In all areas allocated to Series for the conduct of the Event such as, by way of example but not limitation, the paddock, garage, pit stalls and related areas.

2. Honor the series credentials.

3. Provide suitable public address system with two (2) wireless microphones for the purpose of making competitor announcements throughout the garage, pit and paddock areas. Series responsible for cost to operate system through track approved public address operator

4. Provide suitable staff or volunteer personnel to secure the pits as designated by Series, and the garage/paddock area on a continuous, 24-hour/day basis beginning the first day the Facility is open to Series personnel or competitors and ending on Sunday evening of the event.

5. Ensure that the pit lane shall be properly marked and painted in a manner acceptable to Series for its anticipated entrants.

6. Promoter shall work and coordinate with Series in arrangements and activities which will enhance the Event and further the interests of the Series through activities such as: adequate track time for VIP pace car rides; VIP access to the starter-stand throughout the Event weekend; and the like.

7. Promoter shall market and promote the event as a small event similar to other events on the season schedule to include but not limited to:

   i) Being added to the Season Schedule and all associated marketing material

   ii) Included on WRLS website as an Official Event including ticket sales page

   iii) Promoted similar to other events on the Season Schedule through all channels

   iv) Will produce and coordinate official press release, social media posts, and incorporate the event into regularly scheduled marketing plans developed for the year.

6.08 Provide a meeting room or covered space for drivers' meetings with a minimum capacity of 100 chairs and additional standing room, determined location is the Newman Building – 4-Bay.

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6.09 Sanitation Services: Trash and sanitation service to be handled by Promoter at Promoter expense.

End Exhibit D

DocuSign Envelope ID: 1BB931FE-3EF1-4961-BE40-E191D6EC443E

EXHIBIT E

ADVERTISING AND USE OF REGISTERED MARK

1. Cross Trademark Licenses:

1.01 Grant of License by Series. Series hereby grants to Promoter a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, the Series Marks in connection with the publicity, promotion, merchandising and advertising of the Event, and only upon the prior written approval of Series, which shall not be unreasonably withheld. This license shall terminate upon the expiration or termination of this agreement.

i) Terms and Conditions of Use. Promoter shall display the Series Mark in all publicity, advertising and promotion relating to the Event, and only upon the prior written approval of Series, which shall not be unreasonably withheld

ii) Indemnity. Series hereby agrees to indemnify Promoter from any claims or loss arising out of Promoter's use of the Series Marks or Official Logos in strict accordance with the terms and conditions of this Agreement.

1.02 Grant of License by Promoter. Promoter hereby grants to Series a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, Promoter's marks in connection with publicity, promotion and advertising of the Event. Any use of the Promoter's marks must be approved by Promoter, such approval not being reasonably withheld. This license shall terminate upon the expiration or termination of this Agreement. Guidelines for use shall be provided by the Promoter.

i) Terms and Conditions of Use. Series shall have the right to use and sublicense Promotor's marks in connection with publicity, promotion or advertising of the Event, however, the Series shall not, without the prior written consent of Promoter, use or sublicense the use of Promoter's marks on the branding of any retail package product, unless otherwise expressly permitted in this Agreement. Any use of Promoter's marks must be pre-authorized by Promoter.

ii) Limited Authorization. This license does not authorize Series to use Promoter's marks in its corporate business or firm name and title nor to use or permit the use of Promoter's marks other than in accordance with the terms and conditions of this Agreement.

iii) Indemnity. Promoter hereby agrees to indemnify Series from any claims or loss arising out of Series use of Promoter's marks in strict accordance with the terms and conditions of this Agreement.

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1.03 Misrepresentations. Neither Promoter nor Series shall make any misrepresentations in connection with publicizing, promoting or advertising the Event.

1.04 Series shall refer to the raceway as WeatherTech Raceway Laguna Seca at all times.

End Exhibit E

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EXHIBIT F

INSURANCE AND INDEMNIFICATION

INSURANCE REQUIREMENTS: Series, at its own expense, shall provide Primary Insurance Coverage for the Event as follows:

1. EVENT GENERAL LIABILITY MINIMUM COVERAGE REQUIREMENTS: (To be confirmed based on 2024 Promoter requirements).

Coverage:	Minimum Required Limit:
Bodily Injury and Property Damage Liability	$10,000,000 Each Occurrence Limit (including Contractual Liability, written and oral)
Damage to Rented Premises (or Fire Legal)	$300,000 per occurrence
Medical Expense	None
Personal and Advertising Injury Liability	$10,000,000 per occurrence
General Aggregate Limit (Including Spectators)	None (Per Event is acceptable) (No Annual Agg)
Products-Completed Operations Aggregate	$10,000,000
Legal Liability to Participants	$20,000,000 per occurrence (No Annual Agg) (Including Participant to Participant coverage)
Official Vehicle Property Damage	$100,000 per occurrence
Racing Errors and Omissions Coverage	$100,000 per occurrence (No Annual Agg)
Liquor Liability	$10,000,000 per occurrence (Host at Minimum)
Medical Professional Liability	$10,000,000 per occurrence (Excess Acceptable)
Directors', Officers' & Stewards' Errors and Omissions	$100,000 Minimum Age of Participant Must State the minimum age permitted

i. Series' General Liability coverage is to be shown as Primary on the Certificate. The Certificate must state: "This insurance is primary and non-contributory to any other insurance available to the additional insureds."

ii. Coverage must waive subrogation as respects the additional insureds.

iii. Series shall provide to Promoter a certificate of insurance evidencing the required coverages no later than forty-five (45) days prior to the Event to be insured. Upon Promoter's request Series shall provide full copies of all applicable insurance policies.

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iv. General Liability and Umbrella policies need to be placed with a carrier at least A Rated by A.M. Best.

v. The policy shall designate as "additional insureds" the: (1) County of Monterey, its officers, agents, and employees; (2) A&D Narigi Consulting LLC, its officers, directors, agents and employees, and (3) those entities and names listed in Exhibit F-1, if any.

vi. The certificate of insurance and policy agreement should list any deductibles Series might be responsible to pay or reimburse.

vii. If a satisfactory certificate is not received by a date forty-five (45) days prior to the scheduled commencement of the Event to be insured, Promoter shall have the right, but not the obligation, to cause the Event to be insured for liability under the current Promoter Insurance Plan. Certificates evidencing such coverage and a billing for the appropriate premium charge therefore shall be sent to the Event organizers/promoters. In case the premium charge is unpaid by a date fourteen (14) days prior to the scheduled commencement of the event, Promoter may cause the Event to be cancelled.

2. PARTICIPANT ACCIDENT COVERAGES: Series shall be responsible for providing accident coverage for its participants including officials, workers, and volunteers.

3. REPRESENTATIONS AND WARRANTIES:

a. Series represents and warrants to Promoter that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by Series has been duly authorized. This Section 3.a shall survive expiration or termination of this Agreement.

b. Promoter represents and warrants to Series that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by Promoter has been duly authorized. The Promoter does further represent and warrant to Series that the Track is fit, and operational for the purposes of this Agreement. This Section 3.b shall survive expiration or termination of this Agreement.

End Exhibit F

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EXHIBIT G

APPROVED CATERERS

(Subject to change)

Coastal Roots
Liz Diaz
831-241-2802
LDiaz@coastalrootshospitality.com

Bear & Flag Roadside
Parker Fisher
831-293-8608
parker@bearandflag.com

Bernardus Lodge & Spa
Alissa Obriant
831-236-8566
aobriant@bernarduslodge.com

Bar Service
Jamie Blanco
831-582-7548
jblanco@rsmginc.com

Events by Classic
Amanda Hope
831-920-0456
amandahope@eventsbyclassic.com

831 Catering
Joseph Talley
831-601-1248
feedme@831catering.com

Le Crème Monterey
Tami Aceves
831-375-133 x2
tamie@lecrememonterey.com

Erik's Deli
Ken Murray
619-892-1403
seaside@eriksdelicafe.com

California Pizza Kitchen
Mara Waldron
831-375-4975

mwaldron@cpk.com

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EXHIBIT H

AGREEMENT FEE BREAKDOWN

Description	Cost	Days
Delivery Day(s)	No Charge	1
90 db Day(s)	$18,975.00	1
105 db Day(s)	$64,220.00	2
Unlimited Sound Day(s)	$171,120.00	4
AMRs	$36,720.00	6
Hot Track Staff	$44,940.00	6
Starter	$2,100.00	6
Fire / Track Safety Vehicles	$19,200.00	6
Tow	$6,600.00	6
Hospitality Pavilion Load-In Day(s)	$6,000.00	3
Hospitality Pavilion Active Day(s)	$21,000.00	3
Turn 3 Building Load-In Day(s)	No Charge	3
Turn 3 Building with HVAC Active Day(s)	$39,000.00	3
Paddock PA System Active Day(s)	$29,100.00	3
All Garages Site Fee	No Charge	7
(10) Suites Site Fee	$10,000.00	4
Sanitation	No Charge	7
Staff Fee	No Charge	7
Contractors & Suppliers Administrative Fee	$5,000	N/A
Total Agreement Fee	**$473,975.00**	

Introduced: 12/8/2023 **Current Status:** Passed

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Monterey County Laguna Seca Representative to execute a retroactive Standard Agreement between Smile Business Products, Inc. and the County of Monterey for equipment lease for printers, copiers, and multifunction machine services for Laguna Seca Recreation Area with a term beginning July 1, 2023, through December 31, 2024, for an amount not to exceed of $50,000.
b. Approve and authorize the Monterey County Laguna Seca Representative to execute a future amendment to the retroactive Standard Agreement where the total amendments do not exceed ten percent (10%), or $5,000, of the agreement amount and does not significantly change the scope of work, subject to County Counsel approval for a total not to exceed amount of $55,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Monterey County Laguna Seca Representative to execute a retroactive Standard Agreement between Smile Business Products, Inc. and the County of Monterey for equipment lease for printers, copiers, and multifunction machine services for Laguna Seca Recreation Area with a term beginning July 1, 2023, through December 31, 2024, for an amount not to exceed of $50,000.
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SUMMARY/DISCUSSION:
The staff at Laguna Seca Recreation Area (LSRA) was notified that the County-Wide Master Agreement with Smile Business Products, Inc., (Smile) that expired on June 30, 2023, would not be extended and the need for a separate Agreement specifically for LSRA would now be necessary. Staff requested updated quotes from Smile to replace the existing equipment located throughout the various departments at LSRA.

Founded in 1997, Smile is based in Sacramento, CA with branch offices throughout Northern and Central California, including Salinas. Smile has successfully provided LSRA with quality equipment and good customer service throughout the four-year term of its County-wide agreement.

The term of the Agreement is July 1, 2023, through December 31, 2024. The Agreement is retroactive due to the amount of lengthy time spent to finalize details with the vendor.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed Agreement as to form and fiscal provisions, respectively. The office of Risk Management reviewed and approved the insurance coverage and limits.

FINANCING:
The cost of the contracted services provided by Smile Business Products; Inc. is not to exceed $50,000 for the duration of the Agreement. These fees are part of the annual Fiscal Year 2023-2024 budget in Fund 453, Unit 8579, Appropriation Unit PFP067. The fees for the services in Fiscal Year 2025 will be included in the upcoming budget for Fiscal Years 2024-2025 for Laguna Seca Recreation Area, unless this Agreement is assumed and assigned to Friends of Laguna Seca, whose separate Concession Agreement was recently approved.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for.

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

Prepared by: Ryan Bell, Administrative Operations Manager, (831) 755-8912
Reviewed by: Bryan Flores, Chief of Parks,
Approved by: Randell Ishii, Director of Public Works, Facilities and Parks,

The following attachment is on file with Clerk of the Board.
Attachment A - Smile Business Products Retroactive Agreement 2023-2024

DocuSign Envelope ID: 90C32052-D689-4555-B65F-80D75422474C

Introduced: 12/8/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Monterey County Laguna Seca Representative to execute a retroactive Standard Agreement between Smile Business Products, Inc. and the County of Monterey for equipment lease for printers, copiers, and multifunction machine services for Laguna Seca Recreation Area with a term beginning July 1, 2023, through December 31, 2024, for an amount not to exceed of $50,000.
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RECOMMENDATION:
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a. Approve and authorize the Monterey County Laguna Seca Representative to execute a retroactive Standard Agreement between Smile Business Products, Inc. and the County of Monterey for equipment lease for printers, copiers, and multifunction machine services for Laguna Seca Recreation Area with a term beginning July 1, 2023, through December 31, 2024, for an amount not to exceed of $50,000.
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SUMMARY/DISCUSSION:
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The term of the Agreement is July 1, 2023, through December 31, 2024. The Agreement is retroactive due to the amount of lengthy time spent to finalize details with the vendor.

DocuSign Envelope ID: 90C32052-D689-4555-B65F-80D75422474C

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed Agreement as to form and fiscal provisions, respectively. The office of Risk Management reviewed and approved the insurance coverage and limits.

FINANCING:
The cost of the contracted services provided by Smile Business Products; Inc. is not to exceed $50,000 for the duration of the Agreement. These fees are part of the annual Fiscal Year 2023-2024 budget in Fund 453, Unit 8579, Appropriation Unit PFP067. The fees for the services in Fiscal Year 2025 will be included in the upcoming budget for Fiscal Years 2024-2025 for Laguna Seca Recreation Area, unless this Agreement is assumed and assigned to Friends of Laguna Seca, whose separate Concession Agreement was recently approved.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for.

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

Prepared by: Ryan Bell, Administrative Operations Manager, (831) 755-8912
Reviewed by: Bryan Flores, Chief of Parks,
Approved by: Randell Ishii, Director of Public Works, Facilities and Parks, DS

The following attachment is on file with Clerk of the Board.
Attachment A - Smile Business Products Retroactive Agreement 2023-2024

Attachment A

DocuSign Envelope ID: BDC2FA58-6E49-483F-9728-BB9B71DCCDD8

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:

Smile Business Products, 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: Printers, copiers and associated repairs and maintenance services for Laguna Seca Recreation Area.

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: $ 50,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2023 to December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

DocuSign Envelope ID: BDC2FA58-6E49-483F-9728-BB9B71DCCDD8

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:
Ryan Bell Monterey County Laguna Seca Representative	Scott Harvey Account Manager
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor South Salinas, CA 93901	1550 Moffett Street Salinas, CA 93905
Address	Address
831-755-8912	831-858-1474
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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Michael Whilden 0F98C5BE9B6F476...
County Counsel

Date: 11/30/2023 | 2:20 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 12/1/2023 | 7:20 AM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

Smile Business Products, Inc.
Contractor/Business Name *

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

Joseph Reeves, President/CEO
Name and Title

Date: 10.27.2023

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

Cathy Hetherington, VP of Operations
Name and Title

Date: 10/24/2023

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

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Addendum to
County of Monterey Standard Agreement

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement dated July 1, 2023 (the "Agreement"), by and between the County of Monterey ("County") and the Smile Business Products, Inc. ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech® Raceway at Laguna Seca (the "Raceway") located thereon.

2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."

3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.

4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

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

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their officers, agent, and employees as Additional Insureds with respect to liability arising

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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 the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager."

6. Section 14 NOTICES is hereby amended by adding LSRA Manager's information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.

8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.

9. Attached here to and incorporated herein is Exhibit A.

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EXHIBIT - A
Scope of Services/Payment Provisions

A1. CONTRACTOR RESPONSIBILITIES

A1.1 CONTRACTOR has been approved to be a provider of printers, copiers and associated repair and maintenance services for Laguna Seca Recreation Area during the term of this Agreement.

A1.2 CONTRACTOR shall always maintain in full force during the performance of this Agreement insurance covering all its operations as set forth in Article 9.0 of the Agreement.

A1.3 CONTRACTOR shall maintain and provide the COUNTY with the following new equipment and services at the prices listed through the first twelve (12) months of this Agreement. CONTRACTOR and COUNTY agree that CONTRACTOR is entitled to annual increases of up to 3.5%.

Make	Model	Location	Base Monthly Rental
Sharp	BP-50C26	Maintenance Shop	$216.42
Sharp	BP-70C31	Event Operations	$287.25
Sharp	BP-70C45	Ticket Office	$353.40
Sharp	BP-70C55	Administration	$475.57
Sharp	MX-C357F	Raceway Store	$100.71
Sharp	MX-C357F	Track Supervisor	$100.71
Total Base Monthly Rental			**$1,534.06**

Included monthly copies and overages:

Model	Black & White Copies Included	Black & White Overage Rate	Color Copies Included	Color Overage Rate
BP-50C26	2,000	$0.0079	1,000	$0.0474
BP-70C31	2,500	$0.0077	1,250	$0.0456
BP-70C45	4,000	$0.0077	2,000	$0.0456
BP-70C55	6,000	$0.0077	3,000	$0.0456
MX-C357F	500	$0.0168	500	$0.0745
MX-C357F	500	$0.0168	500	$0.0745

Additional services included in the monthly base rental:

i. All maintenance and repair costs shall be included in above pricing, including drums and rollers.
ii. All delivery, installation, and machine pick-up shall be including in above pricing.
iii. Toner included as needed (no limitations)
iv. Staples included as needed (no limitations)

Introduced: 12/12/2023 **Current Status:** Passed

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 2 to the Standard Agreement with San Miguel Garbage Co., Inc. to provide solid waste containers and solid waste and recycling collection services at Lake Nacimiento Resort, extending the term through February 25, 2029, for a revised term of February 26, 2019, to February 25, 2029; and increasing the amount not to exceed by $467,788 with an amended not to exceed total of $885,357; and,
b. Approve and authorize the County Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total amendments do not exceed 10% ($88,535) of the Agreement's not to exceed sum for an aggregate total not to exceed of $973,893 and does not significantly change the scope of work, subject to County Counsel approval.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 2 to the Standard Agreement with San Miguel Garbage Co., Inc. to provide solid waste containers and solid waste and recycling collection services at Lake Nacimiento Resort, extending the term through February 25, 2029, for a revised term of February 26, 2019, to February 25, 2029; and increasing the amount not to exceed by $467,788 with an amended not to exceed total of $885,357; and,
b. Approve and authorize the County Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total amendments do not exceed 10% ($88,535) of the Agreement's not to exceed sum for an aggregate total not to exceed of $973,893 and does not significantly change the scope of work, subject to County Counsel approval.

SUMMARY/DISCUSSION:

San Miguel Garbage Co., Inc. (San Miguel) is a solid waste/refuse removal and recycling contractor that has provided services in San Luis Obispo County for over fifty (50) years. It is a family owned and operated business offering a variety of state-of-the-art services including automated waste and recycling collection, green waste recycling programs, transfer and materials recovery, and storage box rentals.

The County executed a Standard Agreement (Agreement) with San Miguel for solid waste and recycling collection services at Lake Nacimiento Resort on March 1, 2019 (Attachment A) and Amendment No. 1 to increase the not to exceed amount on January 4, 2023 (Attachment B). County continues to need the services of San Miguel. Staff confirmed San Miguel remains the only provider serving the geographical area at Lake Nacimiento and there is no alternative service for refuse removal. The proposed Amendment No. 2 will extend the Agreement through February 25, 2029, and increase the not to exceed sum to $885,357 (Attachment C).

Staff requests the Board of Supervisors approve and authorize the Contracts/Purchasing Officer or designee to execute the proposed Amendment No. 2 to the Standard Agreement with San Miguel, extending the term from February 26, 2019 through February 25, 2029, and increase the not to exceed amount to $885,357; and approve and authorize the County Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total amendments do not exceed 10% ($88,535) of the Agreement's not to exceed sum for an aggregate total of $973,893.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved Amendment No. 2 as to form and legality and fiscal provisions, respectively.

FINANCING:
The amended total not to exceed amount of the Standard Agreement between the County and San Miguel Garbage Co., Inc. is $885,357, after considering total increase of $467,788 proposed on Amendment No. 2 for the extended agreement term.

There are sufficient appropriations available in the PWFP Adopted Budget in Fiscal Year (FY) 2024 for Lake Nacimiento Resort (Fund 452, Department 3200, Unit 8565, Appropriations Unit PFP060) to cover the additional fees for FY 2024. The proposed not to exceed amount of $467,788 is intended to allow services to continue in future fiscal years.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors' Strategic Initiatives as indicated below. Providing solid waste containers, and collection of solid waste and recycling generated from camping and use of the property is a required service.

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

Prepared by: Dona Luna, Management Analyst III, x5455
Prepared by: Nathan Merkle, Administrative Operations Manager
Reviewed by: Bryan Flores, Chief of 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 - Standard Agreement with San Miguel Garbage
Attachment B - Amendment No. 1
Attachment C - Proposed Amendment No. 2
Attachment D - Summary of Agreement Annual Expenditures and Balance

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County of Monterey

Board Report

Legistar File Number: A 23-567

Item No.62

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

January 09, 2024

Introduced: 12/12/2023

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 2 to the Standard Agreement with San Miguel Garbage Co., Inc. to provide solid waste containers and solid waste and recycling collection services at Lake Nacimiento Resort, extending the term through February 25, 2029, for a revised term of February 26, 2019, to February 25, 2029; and increasing the amount not to exceed by $467,788 with an amended not to exceed total of $885,357; and,
b. Approve and authorize the County Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total amendments do not exceed 10% ($88,535) of the Agreement's not to exceed sum for an aggregate total not to exceed of $973,893 and does not significantly change the scope of work, subject to County Counsel approval.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 2 to the Standard Agreement with San Miguel Garbage Co., Inc. to provide solid waste containers and solid waste and recycling collection services at Lake Nacimiento Resort, extending the term through February 25, 2029, for a revised term of February 26, 2019, to February 25, 2029; and increasing the amount not to exceed by $467,788 with an amended not to exceed total of $885,357; and,
b. Approve and authorize the County Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total amendments do not exceed 10% ($88,535) of the Agreement's not to exceed sum for an aggregate total not to exceed of $973,893 and does not significantly change the scope of work, subject to County Counsel approval.

SUMMARY/DISCUSSION:

San Miguel Garbage Co., Inc. (San Miguel) is a solid waste/refuse removal and recycling contractor that has provided services in San Luis Obispo County for over fifty (50) years. It is a family owned and operated business offering a variety of state-of-the-art services including automated waste and recycling collection, green waste recycling programs, transfer and materials recovery, and storage box rentals.

The County executed a Standard Agreement (Agreement) with San Miguel for solid waste and recycling collection services at Lake Nacimiento Resort on March 1, 2019 (Attachment A) and Amendment No. 1 to increase the not to exceed amount on January 4, 2023 (Attachment B). County continues to need the services of San Miguel. Staff confirmed San Miguel remains the only provider serving the geographical area at Lake Nacimiento and there is no alternative service for refuse removal. The proposed Amendment No. 2 will extend the Agreement through February 25, 2029,

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and increase the not to exceed sum to $885,357 (Attachment C).

Staff requests the Board of Supervisors approve and authorize the Contracts/Purchasing Officer or designee to execute the proposed Amendment No. 2 to the Standard Agreement with San Miguel, extending the term from February 26, 2019 through February 25, 2029, and increase the not to exceed amount to $885,357; and approve and authorize the County Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total amendments do not exceed 10% ($88,535) of the Agreement's not to exceed sum for an aggregate total of $973,893.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved Amendment No. 2 as to form and legality and fiscal provisions, respectively.

FINANCING:
The amended total not to exceed amount of the Standard Agreement between the County and San Miguel Garbage Co., Inc. is $885,357, after considering total increase of $467,788 proposed on Amendment No. 2 for the extended agreement term.

There are sufficient appropriations available in the PWFP Adopted Budget in Fiscal Year (FY) 2024 for Lake Nacimiento Resort (Fund 452, Department 3200, Unit 8565, Appropriations Unit PFP060) to cover the additional fees for FY 2024. The proposed not to exceed amount of $467,788 is intended to allow services to continue in future fiscal years.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors' Strategic Initiatives as indicated below. Providing solid waste containers, and collection of solid waste and recycling generated from camping and use of the property is a required service.

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

Prepared by: Dona Luna, Management Analyst III, x5455
Prepared by: Nathan Merkle, Administrative Operations Manager
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

DocuSigned by:
Randell Ishii
C09779208FE94F3...

The following attachments are on file with the Clerk of the Board:
Attachment A - Standard Agreement with San Miguel Garbage
Attachment B - Amendment No. 1
Attachment C - Proposed Amendment No. 2
Attachment D - Summary of Agreement Annual Expenditures and Balance

Attachment A

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14247
Upon motion of Supervisor Alejo, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

a. Approved Standard Agreement with San Miguel Garbage Co., Inc. to provide solid waste containers and solid waste and recycling collection services at the Lake Nacimiento Resort in a total amount not to exceed $379,608 for a term of five (5) years from February 26, 2019 to February 25, 2024; and
b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreement and up to three (3) amendments to the Agreement where the amendments do not significantly alter the scope of work, and where the amendments do not increase the Agreement amount more than ten percent (10%).

PASSED AND ADOPTED on this 26th day of February 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, 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 February 26, 2019.

Dated: February 26, 2019
File ID: A 19-012

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

Joel G. Pablo, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN $100,000)

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
San Miguel Garbage Co., 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.

1.01 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 solid waste containers and solid waste and recycling collection services at Lake Nacimiento.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $ 379,607.84 .

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from February 26, 2019 **to** February 25, 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.

4.01 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 Addition to Section 9.03 of Paragraph 9.0, Insurance Requirements

5.0 PERFORMANCE STANDARDS.

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

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

9.0 INSURANCE REQUIREMENTS.

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

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

9.02 Qualifying Insurers:
All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

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 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 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 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 Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), 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, 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.

12.01 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 INDEPENDENT CONTRACTOR.

13.01 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, 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.

14.0 NOTICES.

14.01 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:**
Dalia M. Mariscal-Martinez, Management Analyst II	Aron Kardashian, Vice President
Name and Title	Name and Title
County of Monterey, Resource Management Agency 1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	San Miguel Garbage Co., Inc. P.O. Box 249 San Miguel, California 93451
Address	Address
(831) 755-8966	(805) 467-9283
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 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.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 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.

15.04 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.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 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.

15.07 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.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 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 both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 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.

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 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.

15.16 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.

15.17 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.

----------*This section left blank intentionally*----------

16.0 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: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

San Miguel Garbage Co., Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Robert Kardashian Vice President
Name and Title

Date: 2/8/2019

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

Linda Kardashian Sec/Treas
Name and Title

Date: 2.8.19

County Board of Supervisors' Agreement Number: _____, **approved on (date):** _____

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

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

16.0 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: 3/1/19

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: _____
County Counsel

Date: 2-12-2019

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 2-13-19

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

San Miguel Garbage Co., Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Robert Kardashian Vice President
Name and Title

Date: 2/8/2019

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

Linda Kardashian Sec/Treas
Name and Title

Date: 2.8.19

County Board of Supervisors' Agreement Number: _____, **approved on (date):** _____

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
San Miguel Garbage Company, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide solid waste containers and solid waste and recycling collection services at Lake Nacimiento as follows:

A.1.1 Solid Waste Containers

1. CONTRACTOR shall provide forty (40) 3-yard solid waste containers at the locations specified on the following location map. The location and number of each solid waste container may be adjusted as necessary by the County. The total container count is fixed.

A.1.2 Recycling Containers

1. Currently, CONTRACTOR provides the County with eleven (11) recycling containers and collection services at no cost on an every other week service level or less if not needed. CONTRACTOR shall keep this no cost service level in place and only charge for additional collections.

A.1.3 Solid Waste and Recycle Collection Services

1. CONTRACTOR shall provide the County with collection services as follows. During the winter months, CONTRACTOR shall provide minimal service on a weekly basis. During the summer months, starting the week before Memorial Day weekend and ending the week after Labor Day, CONTRACTOR shall provide service at a minimum of three (3) days per week.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $379,607.84 for the performance of <u>all things necessary</u> for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following quote (see Attachment A) and in accordance with the following terms:

Annual not to exceed amount is as follows provided there are no other services required during the initial term of this Agreement.

February 26, 2019 – February 25, 2020:	$72,219.20
February 26, 2020 – February 25, 2021:	$74,024.68
February 26, 2021 – February 25, 2022:	$75,875.30
February 26, 2022 – February 25, 2023:	$77,772.18
February 26, 2023 – February 25, 2024:	$79,716.48

Total Agreement not to exceed amount shall not exceed the sum of $379,607.84

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us..

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.


Lake Nacimiento
MARINA
Overflow Camping
Pine Knoll Campground
Eagles Ridge Campground
Boat Launch Ramp
Dragon Lake Grill & Store
Restrooms
Ranger Station
Dry Storage
Sandy Point Campground
Boat Launch Ramp
Lakeview Lodges
Rocky Canyon Campground
Oak Knoll Campground
Lookout
Administration Building
Quail Roost Campground
Points of Interest
Lodge
Campground
Lookout
Marina
Road
Shoreline Camping
Entry Kiosk
Parking
Restroom
Building
Trash Receptacle
Restaurant/Store
Showers
Boat Launch Ramp
Laundry

ATTACHMENT A

Quote

San Miguel Garbage Co. Inc
6623 Benton Rd
Paso Robles, CA 93446

Date: 12/5/2018
Invoice #: TBD
Customer Id

To: Brett Fulgoni
County of Monterey
Lake Nacimiento Resort
(805)674-1417

Salesperson	Job	Terms	Delivery Date	Payment Terms	Due Date
Aron	Lake Nacimiento Resort	5 Years	Approx 90 days from signed agreement	30 Days	

Qty	Item	Description	Unit Price	Rate	Line Total
15.00	3 yard	Solid Waste Weekly Minimum Service	121.50	Monthly	1822.00
25.00	3 yards onsite	stay locked, used and charged as needed		8 Month total Sep-Apr	14,580.00
		Current Recycle schedule incld			
40.00	3 yard	Solid Waste Container	364.62	Monthly	14,584.80
		3 times/week M,W,F		4 Month total May-Aug	58,339.20
		Current Recycle schedule incld			
		Miscellaneous Charges and Options			
1.00	3 yard	Emergency call on nonscheduled days	375.00	Per occurance	
1.00		Standby time per hour	160.00	Per occurrence	
1.00		Overflowing Container per yard	23.60	Per occurrence	
1.00		Manual Labor onsite per yard if material is on ground and we pick up	19.45	Per occurrence	
1.00		Locked Container dumped on off season	43.73	Per occurrence	
1.00		Unlock fee	2.33	Per occurrence	

Quotation prepared by: Aron Kardashian

This is a quotation on the goods, solid waste and recycle services subject to the conditions noted below:

Subtotal	$	72,219.20
Sales Tax		
Annual Total	$	72,219.20

This agreement will commence on start date of County approved contract and follow on a monthly billing cycle. There will be an annual increase of 2.5% on all services. Recycle services will be charged at the current commodity rate structure.

To accept this agreement, sign here and return to: aronk@sanmiguelgarbage.com

Received by_____ Date_____

Thank you for your business!

San Miguel Garbage Co., Inc.
Lake Nacimiento
RMA – Parks

EXHIBIT B - ADDITION TO SECTION 9.03 OF PARAGRAPH 9.0, INSURANCE REQUIREMENTS

Pollution Legal Liability Coverage with a limit of not less than $1 million per occurrence, including any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR's performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered.

The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for CONTRACTOR's indemnities.

Automobile Liability Coverage written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) with a limit of liability not less than $1 million for each accident, including any deductibles or self-insured retentions; endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and covering all vehicles (any auto).

Attachment B

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AMENDMENT No. 1
TO STANDARD AGREEMENT
COUNTY OF MONTEREY
AND
SAN MIGUEL GARBAGE CO., INC.

THIS AMENDMENT NO. 1 to the Standard Agreement, Agreement No.: A-14247, between the County of Monterey, a political subdivision of the State of California ("County") and San Miguel Garbage Co., Inc. (hereinafter, "Contractor") is hereby entered into between the County and the Contractor (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a Standard Agreement on March 1, 2019 (the "Agreement") to allow Contractor to provide solid waste containers, and solid waste and recycling collection services at Lake Nacimiento (the "Services"); and

WHEREAS, the Parties wish to further amend the Agreement to extend to increase the not to exceed amount; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Section 2.0, "PAYMENT PROVISIONS" shall be deleted in its entirety and replaced with "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 $417,568.80".

2. 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.

3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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DocuSign Envelope ID: 4D0C3A00-EFFE-4D7C-9107-60DAA52ED550

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B741937AA0D41B...
Debra Wilson
Contracts/Purchasing Officer

Date: 1/4/2023 | 3:31 PM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Michael J. Whilden 0F98C5BE0B6F476...
Michael Whilden
Deputy County Counsel

Date: 1/4/2023 | 12:27 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel Risk Management
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso, Risk Manager

Date: _____

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...

Its: Jennifer Forsyth Auditor-Controller Analyst II
(Insert Name; Title)

Date: 1/4/2023 | 3:30 PM PST

CONTRACTOR:

San Miguel Garbage Co., Inc.
Contractor's Business Name

By*: DocuSigned by: Aron Kardashian 8158492AC9E3454...
(Signature of Chair, President or Vice President)

Its: Aron Kardashian Owner
(Insert Name; Title)

Date: 1/4/2023 | 10:02 AM PST

By*: DocuSigned by: Linda Kardashian 980B2E32EBBF41E...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Its: Linda Kardashian Secretary/Treasurer
(Insert Name; Title)

Date: 1/4/2023 | 12:06 PM PST

*INSTRUCTIONS:
If COMPANY 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 COMPANY 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 COMPANY 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 COMPANY 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.

Attachment C

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AMENDMENT No. 2
TO STANDARD AGREEMENT
COUNTY OF MONTEREY
AND
SAN MIGUEL GARBAGE CO., INC.

THIS AMENDMENT NO. 2 to the Standard Agreement, Agreement No.: A-14247, between the County of Monterey, a political subdivision of the State of California ("County") and San Miguel Garbage Co., Inc. (hereinafter, "Contractor") is hereby entered into between the County and the Contractor (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a Standard Agreement on March 1, 2019, and Amendment No. 1 on January 4, 2023 (collectively the "Agreement") to allow Contractor to provide solid waste containers, and solid waste and recycling collection services at Lake Nacimiento (the "Services"); and

WHEREAS, the Parties wish to further amend the Agreement to extend the term and to increase the not to exceed amount; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Section 2.0, "PAYMENT PROVISIONS" shall be deleted in its entirety and replaced with "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 $885,357.43".

2. Section 3.1, "TERM OF AGREEMENT" shall be deleted in its entirety and replaced with "The term of this Agreement is from February 26, 2019, to February 25, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement."

3. Exhibit A, subsection B.1 Compensation/Payment is amended to add the following annual not to exceed amounts for the term of the Agreement:

February 26, 2024 – February 25, 2025	$	86,022.00
February 26, 2025 – February 25, 2026	$	89,634.92
February 26, 2026 – February 25, 2027	$	93,399.58
February 26, 2027 – February 25, 2028	$	97,322.36
February 28, 2023 – February 25, 2029	$	101,409.89

Total Agreement not to exceed amount shall not exceed the sum of $885,357.43.

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4. Exhibit A, subsection B.2 Contractor's Billing Procedures is amended to:
   a. delete all references to Resource Management Agency (RMA) and replace it with Public Works, Facilities and Parks (PWFP) and
   b. delete email address RMA-Finance-AP-GP@co.monterey.ca.us and replace it with PWFP-Finance-AP@co.monterey.ca.us.

5. 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.

6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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DocuSign Envelope ID: 2EE4A2BA-C578-4BC5-BF9A-F5A0E5A7DA7E

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 on the day and year written below.

COUNTY OF MONTEREY

By: _____
Debra Wilson
Contracts/Purchasing Officer

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Michael Whilden 0F98C5BE9B6F476...
Michael Whilden
Deputy County Counsel

Date: 12/12/2023 | 10:41 AM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel Risk Management
Leslie J. Girard, County Counsel

By: _____
David Bolton

Date: _____

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Its: Patricia Ruiz Auditor Controller Analyst I
(Insert Name; Title)

Date: 12/12/2023 | 11:03 AM PST

CONTRACTOR:

San Miguel Garbage Co., Inc.
Contractor's Business Name

By*: DocuSigned by: Aron Kardashian 8158492AC9E3454...
(Signature of Chair, President or Vice President)

Its: Aron Kardashian Vice President
(Insert Name; Title)

Date: 12/11/2023 | 10:43 AM PST

By*: DocuSigned by: Linda Kardashian 980B2E32EBBF41E...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Its: Linda Kardashian Secretary/Treasurer
(Insert Name; Title)

Date: 12/11/2023 | 2:50 PM PST

*INSTRUCTIONS:
If COMPANY 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 COMPANY 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 COMPANY 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 COMPANY 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.

Attachment D

ATTACHMENT D
SUMMARY OF STANDARD AGREEMENTS
ANNUAL EXPENDITURES AND BALANCE

San Miguel Garbage
(Multi-Year Agreement No. *4270)

Fiscal Year (FY) (July 1 – June 30)	Beginning Balance	Additions	Expenditures	Ending Balance
FY 2018 – 2019 **(SA Start Date: 2/26/19)**	$379,608	-	$31,043	$348,565
FY 2019 - 2020	$348,565	-	$59,957	$288,608
FY 2020 – 2021	$288,609	-	$59,938	$228,671
FY 2021 – 2022	$228,671		$72,919	$155,752
FY 2022 – 2023	$155,752	$37,961	$73,861	$119,852
FY 2023 – 2024	$119,852	$467,789 (Pending BOS Approval)	$65,491	$54,361 (As of 12/7/2023)
Total	N/A	$505,750 (Pending BOS Approval)	$363,209	N/A

Note: Amounts have been rounded to the nearest dollar.

County of Monterey

Board Report

Legistar File Number: A 23-570

Item No.69

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

January 09, 2024

Introduced: 12/13/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between NorCal Rental Group LLC dba Cresco Equipment Rentals and the County of Monterey for Golf Cart Rentals and Service for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of April 1, 2023 through December 31, 2024; and increasing the amount not to exceed by $160,000 with an amended not to exceed total of $325,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between NorCal Rental Group LLC dba Cresco Equipment Rentals and the County of Monterey for Golf Cart Rentals and Service for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of April 1, 2023 through December 31, 2024; and increasing the amount not to exceed by $160,000 with an amended not to exceed total of $325,000.

SUMMARY:
Founded in 1984 in Martinez, CA, NorCal Rental Group LLC dba Cresco Equipment Rentals (Cresco) delivers a comprehensive inventory of rentals and a knowledgeable staff properly trained in equipment maintenance and safety protocols. Currently, Cresco has 19 locations throughout Northern California.

The County executed a Standard Agreement (Agreement) with Cresco for the provision of golf cart rentals and service during events at WeatherTech® Raceway at Laguna Seca (WRLS) on April 17, 2023 (Attachment A). Cresco has provided services to WRLS since 2022. Cresco also provides onsite staff for any mechanical service needs that may arise during the rental period and will continue to supply and bill third-party customers for requested services during any event within the Laguna Seca Recreation Area facility during the term of this Agreement. Cresco will be 100% responsible for managing all third-party rentals and will obtain proof of insurance documentation on each third-party renter. The proposed Amendment No. 1 will extend the Agreement through December 31, 2024, and increase the not to exceed sum to $325,000.

Staff requests the Board of Supervisors to approve and authorize the Monterey County Laguna Seca Representative to execute the proposed Amendment No. 1 to the Agreement with Cresco, extending the Term from April 1, 2023, through December 31, 2024, and increase the not to exceed sum by $160,000 for a revised not to exceed sum of $325,000.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed Agreement as to form and fiscal provisions, respectively.

FINANCING:
The amended cost of the contracted services provided by Cresco is not to exceed $325,000.00 for the extended duration of the Agreement. There are sufficient appropriations available in the PWFP Adopted Budget in Fiscal Year 2023-2024 (Fund 453, Unit 8579, Appropriation Unit PFP067) to cover the additional fees for FY2024. The balance is to be included in the upcoming budget for Fiscal Year 2024-2025 for Laguna Seca Recreation Area.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for Administration and Public Safety by providing necessary transportation carts for both administrative and emergency personnel during events where the carts provide ease of access and mobility around the facility.

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

Prepared by: Ryan Bell, Administration Operations Manager, (831) 755-8912
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

Attachments:
Attachment A - Standard Agreement with Cresco, executed on April 17, 2023
Attachment B - Proposed Amendment No. 1
Attachment C - Summary of Agreement Annual Expenditures and Balance
(Attachments are on file with the Clerk of the Board)

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County of Monterey

Board Report

Legistar File Number: A 23-570

Item No.

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

January 09, 2024

Introduced: 12/13/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between NorCal Rental Group LLC dba Cresco Equipment Rentals and the County of Monterey for Golf Cart Rentals and Service for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of April 1, 2023 through December 31, 2024; and increasing the amount not to exceed by $160,000 with an amended not to exceed total of $325,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between NorCal Rental Group LLC dba Cresco Equipment Rentals and the County of Monterey for Golf Cart Rentals and Service for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of April 1, 2023 through December 31, 2024; and increasing the amount not to exceed by $160,000 with an amended not to exceed total of $325,000.

SUMMARY:
Founded in 1984 in Martinez, CA, NorCal Rental Group LLC dba Cresco Equipment Rentals (Cresco) delivers a comprehensive inventory of rentals and a knowledgeable staff properly trained in equipment maintenance and safety protocols. Currently, Cresco has 19 locations throughout Northern California.

The County executed a Standard Agreement (Agreement) with Cresco for the provision of golf cart rentals and service during events at WeatherTech® Raceway at Laguna Seca (WRLS) on April 17, 2023 (Attachment A). Cresco has provided services to WRLS since 2022. Cresco also provides onsite staff for any mechanical service needs that may arise during the rental period and will continue to supply and bill third-party customers for requested services during any event within the Laguna Seca Recreation Area facility during the term of this Agreement. Cresco will be 100% responsible for managing all third-party rentals and will obtain proof of insurance documentation on each third-party renter. The proposed Amendment No. 1 will extend the Agreement through December 31, 2024, and increase the not to exceed sum to $325,000.

Staff requests the Board of Supervisors to approve and authorize the Monterey County Laguna Seca Representative to execute the proposed Amendment No. 1 to the Agreement with Cresco, extending the Term from April 1, 2023, through December 31, 2024, and increase the not to exceed sum by $160,000 for a revised not to exceed sum of $325,000.

DocuSign Envelope ID: 7D0C8B56-4D42-4EFA-B650-714CEB1CC87E

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed Agreement as to form and fiscal provisions, respectively.

FINANCING:
The amended cost of the contracted services provided by Cresco is not to exceed $325,000.00 for the extended duration of the Agreement. There are sufficient appropriations available in the PWFP Adopted Budget in Fiscal Year 2023-2024 (Fund 453, Unit 8579, Appropriation Unit PFP067) to cover the additional fees for FY2024. The balance is to be included in the upcoming budget for Fiscal Year 2024-2025 for Laguna Seca Recreation Area.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for Administration and Public Safety by providing necessary transportation carts for both administrative and emergency personnel during events where the carts provide ease of access and mobility around the facility.

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

Prepared by: Ryan Bell, Administration Operations Manager, (831) 755-8912
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

DocuSigned by:
Randell Ishii
C09779208FE94F3...
12/14/2023 | 9:33 AM P

Attachments:
Attachment A - Standard Agreement with Cresco, executed on April 17, 2023
Attachment B - Proposed Amendment No. 1
Attachment C - Summary of Agreement Annual Expenditures and Balance
(Attachments are on file with the Clerk of the Board)

Attachment A

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DocuSign Envelope ID: FCFA2532-045C-41CA-B5A6-6CB93CECEAF3

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:

Norcal Rental Group LLC dba Cresco Equipment Rentals,

(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: Golf Cart Rentals and Services

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $$165,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 1, 2023 **to** December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: N/A

DocuSign Envelope ID: FCFA2532-045C-41CA-B5A6-6CB93CECEAF3

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:
Ryan Bell Monterey County Laguna Seca Representative	Aaron Veuve General Manager Credit & Risk
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor South Salinas, CA 93901	318 Stealth Court Livermore, CA 94551-1616
Address	Address
831-796-6425	925-961-0130 ext. 202
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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: DocuSigned by: Ryan Bell 1523A4BEA6194ED...
Contracts/Purchasing Officer

Date: 4/17/2023 | 12:47 PM PDT

By: Ryan Bell Monterey County Representative-LSRA
Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Michael Whilden 0F88C5BE9B0F470...
County Counsel

Date: 2/28/2023 | 1:13 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E037873454AE...
Auditor/Controller

Date: 3/1/2023 | 1:17 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By:
Risk Management

Date:

CONTRACTOR

Norcal Rental Group LLC dba Cresco Equipment Rentals
Contractor/Business Name *

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

Chris Smith - President
Name and Title

Date: 2/28/23

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

AARON VELLIS GM RISK
Name and Title

Date: 2/28/23

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

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Addendum to
County of Monterey Standard Agreement

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement dated April 1, 2023 (the "Agreement"), by and between the County of Monterey ("County") and Norcal Rental Group LLC dba Cresco Equipment Rentals ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech® Raceway at Laguna Seca (the "Raceway") located thereon.

2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."

3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.

4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

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

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their

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officers, agent, 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 the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager."

6. Section 14 NOTICES is hereby amended by adding LSRA Manager's information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.

8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.

9. Attached here to and incorporated herein is Exhibit A.

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Exhibit A
Scope of Contractor Services

A1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization contract work amounting to not less than 50 percent of the original work, 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.

A1.2 CONTRACTOR RESPONSIBILITIES

A1.2.1 CONTRACTOR has been approved to be a provider of Golf Carts Rentals and Service for Laguna Seca Recreation Area during the term of this Agreement.

A1.2.2 CONTRACTOR shall always maintain in full force during the performance of this Agreement insurance covering all its operations as set forth in Article 9.0 of the Agreement.

A1.2.3 CONTRACTOR shall maintain and provide the COUNTY with the following equipment and services during the term of this Agreement:

A1.2.3.1 CONTRACTOR agrees to provide the COUNTY with a minimum quantity of golf carts for the 2023 events listed below. All golf carts must be in good working condition for the purpose of supporting the scheduled events.

(16) carts	Trans Am SpeedFest, May 5-7
(43) carts	IMSA Motul Course de Monterey, May 12-14
(40) carts	MotoAmerica Superbike Speedfest at Monterey, July 7-9
(28) carts	Monterey Pre-Reunion, August 12-13
(80) carts	Rolex Monterey Motorsports Reunion, August 16-20
(85) carts	Firestone Grand Prix of Monterey, September 8-10
(95) carts	Porsche Rennsport Reunion 7, September 28 – October 1

A1.2.3.2 CONTRACTOR agrees that COUNTY shall have the right to cancel a specified number of golf carts with at least two (2) weeks advance notice of scheduled events at no penalty or cost.

A1.2.3.3 CONTRACTOR agrees to deliver Initial Order of golf carts to the Facility on the Tuesday of the event week.

A1.2.3.4 CONTRACTOR agrees to deliver Bulk Order of golf carts to the Facility in enough time to have them organized and ready to be signed out on the day prior to the event start.

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A1.2.3.5 CONTRACTOR agrees that the rates covered in Section A1.5.1 shall include Tuesday through Monday of the event as the one-week rental period.

A1.2.3.6 CONTRACTOR agrees to provide any mechanical service needs during the rental period.

A1.2.3.7 CONTRACTOR agrees to deliver all golf carts fully serviced, washed, and fueled.

A1.2.3.8 CONTRACTOR shall inform COUNTY of any rental issues in writing at least sixty (60) days prior to the start date of each event.

A1.2.3.9 CONTRACTOR shall provide COUNTY with contact information for onsite event service.

A1.2.3.10 CONTRACTOR agrees to provide a lock and cable for all golf carts rented to COUNTY. In the case that said lock and cable are not returned, CONTRACTOR shall hold the right to charge COUNTY a reasonable replacement fee.

A1.2.3.11 COUNTY agrees to pay replacement costs for any lost/stolen golf carts rented to COUNTY and not returned. COUNTY agrees to pay replacement costs for damaged golf carts caused by approved COUNTY operations at a standard industry labor rate plus parts.

A1.2.3.12 CONTRACTOR and its employees shall abide by all LSRA COVID-19 protocols while on site.

A1.2.4 CONTRACTOR agrees to supply the COUNTY with the requested services during any event within the Laguna Seca Recreation Area facility during the term of this Agreement. CONTRACTOR shall also supply and bill Third-Party customers for requested services during any event within the Laguna Seca Recreation Area facility during the term of this Agreement. Event types include premier events, track rentals, facility rentals, and non-premier events. The 2023 Laguna Seca Recreation Area premier event schedule is the following:

May 5-7	Trans Am SpeedFest
May 12-14	Motul Course de Monterey (IMSA)
July 7-9	MotoAmerica Superbike SpeedFest at Monterey
July 14-16	AHRMA Classic MotoFest of Monterey
Aug. 12-13	Monterey Pre-Reunion
Aug. 16-19	Rolex Monterey Motorsports Reunion
Aug. 20	Corkscrew Hillclimb and Community Day
Sept. 8-10	Firestone Grand Prix of Monterey

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Sept. 28-Oct 1 Porsche Rennsport Reunion 7
Oct. 13-15 TBD

A1.2.5 No deliveries or setup for or during an event shall occur without CONTRACTOR first informing COUNTY OR ITS AGENT and receiving written authorization from the COUNTY OR ITS AGENT that requested delivery is approved. This is to ensure proper placement and ensure other work is not negatively impacted. Failure by CONTRACTOR to comply with this requirement may result in the delay or prohibiting of delivery or setup.

A1.3 MUTUAL CONSIDERATIONS:

A1.3.1 CONTRACTOR shall have access to one (1) Golf Cart Corral Area during the Event Period and other times as mutually agreed upon by both parties in writing. CONTRACTOR shall have the opportunity to display banners within their assigned Golf Cart Corral Area, with final approval of all banners displayed by the COUNTY OR ITS AGENT. These banners must face the interior of their assigned Golf Cart Corral Area.

A1.3.2 COUNTY agrees to allow CONTRACTOR to store golf carts on the Laguna Seca Recreation Area property during the Motul Course de Monterey. The golf carts shall then be picked up by CONTRACTOR no later than fourteen (14) days after the final Event Period. CONTRACTOR agrees that by leaving and taking advantage of the COUNTY offer to leave the golf carts that the COUNTY is not assuming any responsibility or liability for those golf carts.

A1.4 FORCE MAJEURE PROVISIONS

A1.4.1 COUNTY and CONTRACTOR shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Agreement by virtue of governmental regulations or order, or by strike or war (declared or undeclared), pandemic or other health emergency, or other calamity such as fire, earthquake, hurricane, flooding, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control.

A1.4.2 CONTRACTOR acknowledges notice that COUNTY may terminate this Agreement at any time if the Laguna Seca Recreation Area and facilities are required by COUNTY's grantor of the property hereunder, the United States of America, for the national defense.

A1.4.3 CONTRACTOR may terminate this agreement at any time by giving thirty (30) days written notice of termination to COUNTY and LSRA MANAGER. 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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A1.5 PAYMENT PROVISIONS

A1.5.1 CONTRACTOR shall rent golf carts to COUNTY on an Event by Event basis at the following weekly rates during the term of this Agreement:

I.	4-Passenger Golf Carts with lights	$350.00 per event
II.	Cargo Bed Golf Carts with lights	$350.00 per event
III.	6-Passenger Golf Carts with lights	$350.00 per event

RENTAL ITEMS	DESCRIPTION	MINIMUM	RENTAL RATES		
			DAY	WEEK	4 WEEKS
0060660	CC: 006-0660 UTILITY CART, GAS W/4' BOX	150.00	150.00	350.00	750.00
0600930	CC: 060-0930 4 SEAT GAS CART	135.00	135.00	350.00	750.00
0600800	CC: 060-0800 6 SEAT GAS CART	150.00	150.00	350.00	750.00

Additional Charges:

Proptax – CACC 1656.5 Prop Tax Recovery Fee	0.75%
Environmental Charge	$20.00
Delivery Fee	$700.00
Pick-up Fee	$700.00
Sales Tax	7.750%

A1.5.2 CONTRACTOR agrees to ensure that all golf carts are delivered in good working order and condition.

A1.5.3 CONTRACTOR will provide COUNTY with a detailed invoice for completed services. COUNTY agrees to pay CONTRACTOR within 30-45 days from receipt of approved invoice by the Auditor-Controller's office.

A1.5.4 CONTRACTOR to complete County documentation necessary to have an open Purchase Order with the County for payment of the actual fees.

***** END OF EXHIBIT A *****

Attachment B

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AMENDMENT NO. 1
TO STANDARD AGREEMENT
COUNTY OF MONTEREY
AND
NORCAL RENTAL GROUP LLC dba CRESCO EQUIPMENT RENTALS

THIS AMENDMENT NO. 1 (Amendment) is made to the Standard Agreement between the County of Monterey, a political subdivision of the State of California ("County") and Norcal Rental Group LLC dba Cresco Equipment Rentals (hereinafter, "Contractor") (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a **Standard Agreement** on April 17, 2023 (the "Agreement") to allow Contractor to provide Golf Cart Rentals and Services (the "Services"); and

WHEREAS, the Parties wish to amend the Agreement to extend the Agreement Term and increase the not to exceed sum; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Section 2.0, "Payment Provisions" is deleted in its entirety and replaced with "County shall pay the CONTRACTOR in accordance set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $325,000".

2. Section 3.0, "Term of Agreement, sub-section 3.01" is deleted in its entirety and replaced with:
"The term of this Agreement is from April 1, 2023 to December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Contractor and County and with County signing last, and Contractor may not commence work before County signs this Agreement".

3. Exhibit A, Section A1.2.3.1 is amended to include the 2024 events as follows:

Min. Quantity of Golf Carts Required*	Event
16	Trans Am Speedfest, May 2-5, 2024
43	Motul Course de Monterey, May 10-12, 2024
TBD	Ferrari Challenge, May 17-19, 2024 (*TBC*)
85	Firestone Grand Prix of Monterey, June 21-23, 2024
40	MotoAmerica Superbike SpeedFest at Monterey, July 12-14, 2024 (*TBC*)
28	Pre-Reunion & Community Day, August 10-11, 2024
80	Rolex Monterey Motorsports Reunion, August 14-17, 2024
TBD	GRIDLIFE Festival, September 27-29, 2024 (*TBC*)

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*The minimum quantity of golf carts required for each event to be finalized by LSRA Manager a minimum of 90 days prior to the event.

4. Exhibit A, Section A1.2.4 is amended to include the 2024 event schedule as follows:

May 2-5, 2024	Trans Am Speedfest
May 10-12, 2024	Motul Course de Monterey
May 17-19, 2024	Ferrari Challenge (TBC)
June 21-23, 2024	Firestone Grand Prix of Monterey
July 12-14, 2024	MotoAmerica Superbike SpeedFest at Monterey (TBC)
Aug. 10-11, 2024	Pre-Reunion & Community Day
Aug. 14-17, 2024	Rolex Monterey Motorsports Reunion
Sept. 27-29. 2024	GRIDLIFE Festival (TBC)

5. Exhibit A, Section A1.5 "Payment Provisions, sub-section A1.5.1" is amended as of January 1, 2024 to change the rental rates as follows:

I.	4-Passenger Golf Carts with lights	$375.00 per event
II.	Cargo Bed Golf Carts with lights	$375.00 per event
III.	6-Passenger Golf Carts with lights	$375.00 per event

QTY	RENTAL ITEMS	DESCRIPTION	MINIMUM	RENTAL RATES DAY	RENTAL RATES WEEK	RENTAL RATES 4 WEEKS	ESTIMATED AMOUNTD
1	0060660	UTILITY CART, GAS W/4' BOX		160.00	375.00	850.00	375.00
1	0600800	6 SEAT GAS CART		160.00	375.00	850.00	375.00
1	0600930	4 SEAT GAS CART		160.00	375.00	850.00	375.00

SALES ITEMS QTY	SALES ITEMS ITEM NUMBER	DESCRIPTION	UNIT	PRICE	DISC. %	DISC. $	ESTIMATED AMOUNT
1	PROPTAX	CACC 1656.5 PROP TAX RECOVERY	EA	8.438 FEE(.75%)			8.44
1	ENVIRONMENTAL	CHARGE EPA CHARGE/WASTE FEES	EA	12.000			12.00

Additional Charges:

Hourly Rate for Tech Services	$150.00
Delivery Fee – Golf Carts	$700.00
Pick-up Fee – Golf Carts	$700.00
Sales Tax	7.750%

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6. 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.

7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the day and year written below.

COUNTY OF MONTEREY

By: _____

Name
Title

Date: _____

Approved as to Form Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Michael Whilden
0F98C5BE9B6F476...
Name
Deputy County Counsel

Date: 11/30/2023 | 2:16 PM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

By: DocuSigned by: Patricia Ruiz
E79EF64E57454F6...

Its: _____
(Insert Name; Title)

Date: 12/1/2023 | 9:06 AM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel Risk Management
Leslie J. Girard, County Counsel

By: _____
Risk Manager

Date: _____

CONTRACTOR:

Norcal Rental Group LLC dba
Cresco Equipment Rentals
Contractor's Business Name

By*: _____
(Signature of Chair, President or Vice President)

Its: Chris Smith - President
(Insert Name; Title)

Date: November 20, 2023

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

Its: Aaron Vellis, GM Risk
(Insert Name; Title)

Date: 11/20/23

*INSTRUCTIONS: If COMPANY 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 COMPANY 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 COMPANY 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 COMPANY 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

Attachment C

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ATTACHMENT E
SUMMARY OF STANDARD AGREEMENTS
ANNUAL EXPENDITURES AND BALANCE

Norcal Rental Group LLC dba Cresco Equipment Rentals
(Multi-Year Agreement No. *6668)

Fiscal Year (FY) (July 1 – June 30)	Beginning Balance	Additions	Expenditures	Ending Balance
FY 2022 – 2023 (SA Start Date: 4/1/2023)	$ 165,000	$ -	$ 31,339	$ 133,661
FY 2023 - 2024	$ 133,661	$ 165,000 (pending BOS approval)	$ 114,303	$ TBD
Totals	N/A	$ 165,000 (pending BOS approval)	$ 145,642 (through 12/11/2023)	N/A

Note: Amounts have been rounded to the nearest dollar

County of Monterey

Board Report

Legistar File Number: A 23-572

Item No.70

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

January 09, 2024

Introduced: 12/15/2023
Version: 1

Current Status: Passed
Matter Type: BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between Tix, Inc. and the County of Monterey to provide a web-based ticket system for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of January 1, 2022, through December 31, 2024 and increasing the amount not to exceed by $85,000 with an amended not to exceed total of $225,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between Tix, Inc. and the County of Monterey to provide a web-based ticket system for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of January 1, 2022 through December 31, 2024 and increasing the amount not to exceed by $85,000 with an amended not to exceed total of $225,000.

SUMMARY/DISCUSSION:
Tix, Inc. (Tix) was awarded a contract effective January 1, 2022, to provide an online and box office ticketing solution that provides WeatherTech® Raceway at Laguna Seca (WRLS) with an easy-to-use ticket sales program including marketing tools to promote future growth. Tix services have allowed the facility to offer online ticket sales and tracking for events at WRLS, and their customer service has been excellent. Both the County and Tix would like to continue the business relationship. All current services provided by Tix will continue with no price increase.

Staff requests the Board of Supervisors to approve and authorize the Monterey County Laguna Seca Representative to execute the proposed Amendment No. 1 to extend the Agreement Term through December 31, 2024, for a revised term of January 1, 2022, through December 31, 2024, and increasing the not to exceed sum by $85,000 with an amended not to exceed total of $225,000.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed Agreement as to form and fiscal provisions, respectively.

FINANCING:
The amended cost of the contracted services provided by Tix, Inc. is not to exceed $225,000.00 for the duration of the Agreement. The rest of the fees for the services to be incurred for the remainder of the term is part of the Fiscal Year 2023-2024 adopted budget in Fund 453, Unit 8579, Appropriation Unit PFP067, and will be included in the upcoming budget for Fiscal Year 2024-2025 for Laguna

Seca Recreation Area, if needed, pending transition of the WRLS operations to the new Concession Agreement recently approved by the Board of Supervisors.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for:

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

Prepared by: Ryan Bell, Administration Operations Manager, (831) 755-8912
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

Attachment:
Attachment A - Standard Agreement with Tix, Inc.
Attachment B - Proposed Amendment No. 1
Attachment C - Summary of Agreement Annual Expenditures and Balance
(Attachments are on file with the Clerk of the Board)

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County of Monterey

Board Report

Legistar File Number: A 23-572

Item No.

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

January 09, 2024

Introduced: 12/15/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between Tix, Inc. and the County of Monterey to provide a web-based ticket system for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of January 1, 2022, through December 31, 2024 and increasing the amount not to exceed by $85,000 with an amended not to exceed total of $225,000.

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Staff requests the Board of Supervisors to approve and authorize the Monterey County Laguna Seca Representative to execute the proposed Amendment No. 1 to extend the Agreement Term through December 31, 2024, for a revised term of January 1, 2022, through December 31, 2024, and increasing the not to exceed sum by $85,000 with an amended not to exceed total of $225,000.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed Agreement as to form and fiscal provisions, respectively.

FINANCING:
The amended cost of the contracted services provided by Tix, Inc. is not to exceed $225,000.00 for the duration of the Agreement. The rest of the fees for the services to be incurred for the remainder of the term is part of the Fiscal Year 2023-2024 adopted budget in Fund 453, Unit 8579, Appropriation Unit PFP067, and will be included in the upcoming budget for Fiscal Year 2024-2025 for Laguna

DocuSign Envelope ID: 48C7348D-642A-4D55-9D60-910934DE2283

Seca Recreation Area, if needed, pending transition of the WRLS operations to the new Concession Agreement recently approved by the Board of Supervisors.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for:

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

Prepared by: Ryan Bell, Administration Operations Manager, (831) 755-8912
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

DocuSigned by:
Randell Ishii
C09779208FE94F3...
12/18/2023 | 8:57 AM PS

Attachment:
Attachment A - Standard Agreement with Tix, Inc.
Attachment B - Proposed Amendment No. 1
Attachment C - Summary of Agreement Annual Expenditures and Balance
(Attachments are on file with the Clerk of the Board)

Attachment A

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to

Agreement No.: A-15697
a. Approve a Standard Agreement with Tix, Inc. (Agreement) to provide a web based ticketing system for events held at WeatherTech Raceway at Laguna Seca ® under Request for Proposals (RFP) #10794 in an amount not to exceed $140,000 for a period of two (2) years retroactive from January 1, 2022 to December 31, 2023 with the option to extend the term of the Agreement in future amendments.
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Office Supervisor to execute said Agreement and up to three (3) future amendments to the Agreement where the amendments do not significantly alter the scope of work and do not exceed 10% ($14,000) of the approved agreement amount.

PASSED AND ADOPTED on this 8th 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 8, 2022.

Dated: February 14, 2022
File ID: A 22-052
Agenda Item No.: 48.1

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

Julian Lorenzana, Deputy

DocuSign Envelope ID: 7DE38054-9907-4467-A405-FAC3CA781330

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:

Tix, 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: Web based ticket system for Weathertech Raceway at Laguna Seca

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: **$** 140,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2022 **to** December 31, 2023, 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: Incorporation of Request for Proposals #10794

Exhibit C: Additional Agreement Provisions

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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:
Bryan Flores Chief of Parks	Robert Edmison President
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, CA 93901	100 W Broadway, Suite 3000 Long Beach, CA 90802
Address	Address
831-796-6425	562-285-4222
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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____

County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Risk Management

Date: _____

CONTRACTOR

Tix, Inc.

Contractor/Business Name *

By: _____

(Signature of Chair, President, or Vice-President)

Robert Edmison, President

Name and Title

Date: 2/4/2022

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Robert Edmison, CFO

Name and Title

Date: 2/4/2022

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

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson
Contracts/Purchasing Officer

Date: 2/14/2022 | 3:59 PM PST

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Maiina Panteli
County Counsel

Date: 2/4/2022 | 4:18 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Joey Nblasco
Auditor/Controller

Date: 2/4/2022 | 5:00 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

Tix, Inc.
Contractor/Business Name *

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

Robert Edmison, President
Name and Title

Date: _____

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

Robert Edmison, CFO
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

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Addendum to
County of Monterey Standard Agreement

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement dated January 1, 2022 (the "Agreement"), by and between the County of Monterey ("County") and Tix, Inc. ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech®Raceway Laguna Seca (the "Raceway") located thereon.

2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."

3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.

4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

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

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their officers, agent, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and

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shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager."

6. Section 14 NOTICES is hereby amended by adding LSRA Manager's information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.

8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.

9. Attached here to and incorporated herein is Exhibit A.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
TIX, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR has been approved to engage in supporting and facilitating the sale of Tickets and Other Items using the Tix System for Events at Laguna Seca Recreation Area and/or WeatherTech Raceway Laguna Seca. COUNTY and CONTRACTOR agree that CONTRACTOR will make the Tix System available for the sale of Event Tickets to the public for Event(s) managed by COUNTY OR LSRA MANAGER, and/or to enable sales of Other items to customers using the Tix System, in accordance with the terms and conditions set forth in this Agreement.

County shall provide complete, accurate, up to date information to CONTRACTOR concerning all County Events and Other Items being offered to customers tlu·ough the Tix System as is necessary to allow CONTRACTOR to sell Tickets and Other Items to customers.

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

1.0 General Event Properties for Event Ticketing System

1.1. Web-based software for retail, point-of-sale (POS), and self-service transactions
CONTRACTOR shall provide Tix cloud-based platform to process County retail, point of sale, and self service web based transactions.

1.2. Private label design
CONTRACTOR shall incorporate one or multiple private label ticket sales pages for County. The private label website shall be customized to match the branding and design of County website.

1.3. County shall retain rights as an exclusive seller.

1.4. Single sign-on integration
The entire Tix platform shall be accessed via a single sign-on login.

1.5. Comprehensive reporting-financial, event, venue, marketing data, real-time, exportable to Microsoft Excel and Access
The Tix platform shall include a full suite of comprehensive reports including financial, event, venue, marketing, and real- time sales data. Reports shall be compatible to export via Excel, CSV, and PDF.

1.6. Schedule start and end times for events
County shall have the ability to assign a single date and time to events, with flexibility to

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hide and/or overwrite online ticket sales pages and on ticket formats. An online sales start date/time and online sales end date/time can be scheduled to control when events become available and inaccessibleto the public online.

1.7. Detailed reporting

Detailed reports for sales, attendance, accounting, revenue, and event details. shall be available to County via Tix platform.

1.8. Issue refunds, including partial refunds

Full refunds and partial refunds shall be issued through Tix via the modification and cancellation of orders. When refunding purchases made via credit card using County payment gateway, County shall process refunds back to the customer's credit card. All credit card refunds must be processed directly through the County payment gateway once the order has been adjusted or cancelled in Tix.

1.9. Confirmation email (receipt and ticket details)

All orders processed through the TIX platform shall generate a confirmation email issued immediately upon completed transaction. Confirmation email shall include receipt information, ticket details, and event details.

1.10. Email an optional event organizer

CONTRACTOR shall provide County the ability to generate and email reports to specific individuals and ability to add individuals to a DailySales Email generated daily.

1.11. Custom banners and styles for each form

CONTRACTOR shall provide online ticket sales page customized to match the branding and design of the County website. Each page of the checkout process shall incorporate the same branding which shall not differ between pages.

1.12. Repurpose events

CONTRACTOR shall provide and maintain historical event data which allows the COUNTY to copy and repurpose old events.

1.13. Subdomain hosting

CONTRACTOR shall host the online ticket sales page for County for free. The online ticket sales page shall include custom URL (https://www.tix.com/ticket-sales/LagunaSeca/[AccountID]).

1.14. Toll-free customer service center

CONTRACTOR shall provide customer service Ticket Sales Call Center for ticket purchase via a toll-free number 24 hours per day, every day throughout the year. Toll-free customer service shall be provided Monday- Friday between 8:00am – 6:00pm Pacific Standard Time. Toll-free technical support shall be provided 24 hours per day, every day throughout the year.

1.15. Patron data import/migration – ability to import unlimited patron and order data

County assigned authorized users shall be able to import unlimited patron and order data including full name, address, email address, and phone number via the Customer

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Management program with ability to download/upload data using a Excel template . Imports through the Customer Management program include patron contact information.

Patron contact information and order history can be imported by CONTRACTOR for a one-time import fee. Excel templates will be provided to County to format data. CONTRACTOR shall import data within 2 weeks from receipt of data in usable format.

1.16. Social networking integration
CONTRACTOR shall include a Facebook integration that allows County to sell tickets directly on County Facebook page. County shall have the ability to promote events directly on County Facebook, Twitter, and Instagram utilizing event-specific links provided by CONTRACTOR. Online ticket sales page URL for County social media pages, email blasts, or any other marketing materials shall also be provided by CONTRACTOR**.**

1.17. Unlimited user licenses
CONTRACTOR shall provide County with unlimited user licenses. County authorized users shall have the ability to add and modify users on account, activate and deactivate users, manage user permissions, update user passwords, and create user templates.

2.0 Ticket Properties

2.1 Multiple events on one form (Hospitality Suite, etc.,)
The Tix platform online ticket sales page shall list all events currently active for sale online, allowing customers to browse multiple events at once. The Tix platform shall utilize shopping cart functionality to allow purchase of multiple events and items on the same order.

2.2 Ability for County personnel to add and edit events
County authorized users shall have the ability to add and edit County events at any time.

2.3 Discount codes and ability to limit the availability of discount codes
County authorized users with Discount Management program access shall have the ability to create discount codes and limit the usage/availability of discount codes. County authorized users shall be able to apply codes manually or automatically to ticket orders that meet the discount criteria (ie: buy 1 get 1 free, order 15 or more tickets for 10% discount, $5 discount for ticket type ABC until set date/time).

2.4 Ticket purchasing limits
County shall have the ability to set ticket limits on an account-wide and event-specific basis. County users shall be able to establish the total number of tickets that can be purchased for a specific event on a single order. CONTRACTOR shall provide custom programming to further limit purchasing as needed.

2.5 Sponsorship Tickets (include a certain number of guests)
County shall have the ability to create custom sponsor ticket packages that generate multiple tickets to the same event when one sponsor ticket is purchased.

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2.6 No-cost tickets

County shall have the ability to issue free tickets online and through the Comp function in the TIX box office ticket sales program.

2.7 Automatic price increases after a certain date or early bird special pricing

County shall have the ability to apply automatic discounts to events within selected date ranges to accommodate early bird pricing and have the ability to increase manually apply increases at any time.

2.8 Multiple event tickets automatically tallied

Tix platform shall count and report ticket in real time. If ticket packages are created where a customer receives one ticket to each event included in the package, the Tix platform shall automatically pull one ticket from each included event to reduce the available ticket count accordingly.

3.0 Web-Field Properties

3.1 Customer Fields

The Tix platform shall require the first and last name, billing address, phone number, and email address for every customer purchasing tickets online. CONTRACTOR shall capture additional information from purchasers via event surveys as directed by County. Tix platform shall validate email address solely to check if the email address is already registered with another Tix account. Tix platform will not validate any other information provided in the customer fields**.**

3.2 Conditional fields, single and multi line text boxes

The Tix platform shall be configured to display conditional fields, and single line text boxes. The Tix platform does not support multi-line textboxes for customer input. Multi-line textboxes shall be available on the back end of Tix for entry of descriptive event information, email confirmation messaging, E-Ticket information, etc as directed by County.

3.3 Dropdowns, check boxes and radio buttons

The Tix platform shall support dropdown menus, check boxes and radio buttons for event surveys.

3.4 Date select

The Tix platform will not support date selectors for event surveys, however date selectors are available within administrative programs of Tix for actions such as event date/time selection, online sales start/end dates and times, and various item scheduling.

3.5 Time select

The Tix platform will not support date selectors for event surveys. Date selectors are available within administrative programs of Tix for actions such as event date/time selection, online sales start/end dates and times, and various item scheduling.

3.6 File upload

Customers cannot upload files during the checkout process. County users can upload images and Excel files within select programs.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

4.0 Sales Functionality

4.1 Ticketing System and sale of General Admission and Assigned Seating Events

The Tix platform shall support both general admission and reserved seating events.

4.2 Assigned Seating

The Tix platform shall allow seats to be chosen directly from the seating chart and best available seating.

4.3 Real-time Ticketing Inventory System to eliminate risk of double-selling seats

The Tix platform shall update ticket inventory in real time ensuring that seats cannot be double sold.

4.4 Ticketing System administrators control over the timing of pricing and availabilityfor each event

County authorized users with access to add/modify events or activate/deactivate events shall have the ability to control the timing of pricing and availability for each event. County shall have the ability to activate or deactivate events for sale or modify events at any time(even after the event has been live for sale). County shall have the ability to limit online event sales to a specific date range which can be modified at any time.

4.5 Ability to provide a variety of pricing models including percentage discounts, flat package pricing, and dollar-value discounts

The Tix platform shall support multiple types of discounts including percentage discounts, dollar amount discounts, new ticket prices being applied, and package pricing. County shall have the ability to create package discounts allowing a discount if a customer purchases one ticket to multiple events. Ability to offer pre-built packages (referred to as fixed subscriptions) and set to a flat package price shall be available to County.

5.0 Season and Membership Ticketing

5.1 Online season ticket renewals to allow patrons to maintain seats from season to season or renew before the season starts

The Tix platform shall support same seat renewals. Renewal orders and emails shall be generated by CONTRACTOR. Renewal emails shall include a link or button the customer can click to access their order online and renew order before the events are live for sale online to the general public.

5.2 System upselling and add ons

The Tix platform shall support the sale of any other items including parking passes, merchandise, etc. Merchandise and parking passes shall be set up as their own purchasable events and associated as “add-ons” to other events. Customers purchasing tickets to event with an add-on association, will be prompted with a page that offers the addition of add-on items to their order.

5.3 User registration and login to identify members uniquely to apply certain customer or customer group.

CONTRACTOR shall establish membership system to identify customers based on items

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purchased through the system (ie: tickets to specific membership events or donation items). CONTRACTOR shall program a custom discount that provides ticket discounts to members based on County specifications.

6.0 Seating Management

6.1 Graphical display of assigned seating venue

The Tix platform shall provide graphical display of reserved seating maps. Customers and County users shall be able to view the overall layout of the venue and all seats within each seating section.

6.2 County control over pricing and availability

County shall have full control over pricing and availability of all event seating on an event-by- event basis. County shall also have the ability to view assigned seating configurations, view/modifyhold status, view/modify sales, and view blocked seats.

7.0 Account Management

7.1 Unlimited number of secure, unique user accounts

The Tix platform shall support an unlimited number of secure, unique user accounts.

7.2 Account management permissions .

Each program and function in the Tix platform shall have separate user permissions. County authorized users with access to the User Management program shall be able to enable/disable access and functions on a user-by-user basis. The Tix platform shall provide user templates with user-defined permissions to allow County tocreate and assign and restrict County user permissions.

8.0 Ticket Printing

8.1 The Tix platform shall support batch ticket printing for unprinted orders, available tickets, tickets on hold, and orders set to specific delivery methods (will call, first class mail, etc.). The Tix platform shall allow printing and re-printing of ticket orders and printing and re-printing of individual tickets.

8.2 The Tix platform shall support E-Ticket printing by customers and or support tickets to be displayed on customer's mobile devices. The Tix platform shall support a wide range of thermal ticket printers including HTML and FGL printers.

9.0 Ticket Validation and Access Control

9.1 The Tix platform shall include secure, unique barcodes on all tickets generated through the system and provide TixScan, barcode scanning app to County which can be downloaded onto any smartphone to track and allow scanning, the exit, and re-entry of patrons. The Tix platform shall also support the use of wired USB barcode scanners**.**

10.0 Access to Web-based Reports

10.1 Online, real-time reporting

The Tix platform shall include an online, real-time reporting database accessible to the

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County. Reports shall include but are not limited to net sales, daily sales, sales by County user, payment details, customer-based reports, event sales lists, and seat assignments.

11.0 Refunds and Exchanges

Database County authorized users shall have the ability to search customer profiles based on last name, email address, phone number, order number, and billing address. County authorized users can reprint tickets, cancel and modify orders, to process exchanges or partial order refunds. All credit card refunds must be processed directly through County payment gateway. The Tix platform can be configured to automatically issue a refund to a customer's credit card upon order cancellation or modification if desired by County.

12.0 Customer Profile Management

12.1 Creation of user accounts

The Tix platforms shall allow customers and authorized County personnel to create user accounts that include customer name, billing address, email address, and phone number. County personnel shall have the ability to add customer notes and customer classifications accessible within specific customer-based reports. Custom data fields are not supported at this time.

13.0 Ticketing System Accessibility

13.1 Custom-branded mobile-friendly ticketing portal.

CONTRACTOR shall provide a web based online ticket sales page and Ticket Sales programs accessible through a mobile interface. The online ticket sales page shall be branded to match the branding and design of the County website.

14.0 Email Marketing

14.1 Automated email reminders, upcoming events, and marketing content based on a customer's opt-in status..

The Tix platform shall support automated pre and post event emails, reminder emails, and marketing emails based on customer opt-in status. County shall have ability to add emails to marketing campaigns or send standalone emails and have marketing performance tracked through the system. County shall have the ability to build customer email lists based on purchase history, customer classification, subscription/membership status, and geographic location.

15.0 Website Design

15.1 Ticketing portal design

CONTRACTOR will collaborate with the County to design the online ticket sales page. The County retains the right to require the CONTRACTOR to make any updates and changes to the web portal design and functionality at any time during the duration of the AGREEMENT although the basic functionality and checkout flow cannot be changed.

16.0 Convenience Fees

16.1 Convenience Fees Any such convenience fees charged to the customer shall be

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revenue fully owned and managed by the County to be used at its discretion**.**

17.0 Delivery Options

17.1 Ticket delivery options

Tix supports multiple delivery options such as First Class Mail, Will Call, Walkup, and E-Ticket/Print atHome. Additional custom delivery options can be added.

18.0 Credit Card Processing and Payment Gateways

18.1 County shall maintain an active credit card merchant account to process credit cards transactions through the Tix platform or through a payment gateway established by the County. County shall process credit cards through a payment gateway compatible with the Tix platform which interfaces with the following payment gateways:

▪ Authorize.net ▪ Bambora ▪ BluePay ▪ CashNet ▪ Converge ▪ CyberSource ▪ eProcessing Network ▪ FastTransact ▪ Forte Payment Gateway ▪ iATS ▪ iTransact	▪ Network Merchants ▪ Merchant eSolutions ▪ Merchant Partners ▪ Orbital ▪ PayConex ▪ Payeezy ▪ PayPal Business ▪ PayPal Payments Pro ▪ PayPal PayFlow Pro ▪ Paytrace ▪ PayConex (Bluefin)	▪ Payscape ▪ PlugNPay ▪ SafeSave ▪ Sage Payments ▪ SecurePay ▪ Square ▪ Stripe ▪ TouchNet ▪ Transaction Express ▪ USA ePay ▪ Worldpay

18.2 County shall have the right to approve or disapprove any and all proposed payment gateways.

If County approves a gateway not included on the list above, CONTRACTOR must verify the chosen gateway is compatible with the Tix platform and build a new integration to ensure functionality.

18.3 All proposed payment gateways must meet Government Code Section 53635.2 and must be a FDIC Insured Financial Institution.

19.0 Business and Technical Support

19.1 Business and technical/emergency support hours

CONTRACTOR shall be available during regular business hours 8:00am – 6:00pm Pacific Standard Time Monday-Friday for customer and technical support. Off-hours technical support shall be available outside of regular business hours, every day throughout the year.

19.2 Technical and emergency support

Contractor shall have staff available to provide technical support available 24 hours per day throughout the year via phone and email. All proposed hardware shall be supported, and

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warrantied by CONTRACTOR.

20.0 System Availability and Reliability Guarantee

CONTRACTOR guarantees 99.9% system uptime. The County shall document cases of system downtime and allow CONTRACTOR to remedy the cases of system failure. County will allow the CONTRACTOR to remedy the cases of system failure, County reserves the right to terminate the Agreement for cause as where the 99.9% system uptime guarantee was not upheld.

21.0 Customer privacy

CONTRACTOR and COUNTY acknowledge the obligation to protect customers' right to privacy. Except pursuant to court order or otherwise required under judicial or regulatory proceedings, neither CONTRACTOR or COUNTY shall disclose any personally identifiable customer information to any third party

22.0 Payment Card Industry (PCI) compliance

CONTRACTOR shall maintain PCI compliance and provide certificates to County.

B. PAYMENT PROVISIONS

1.0 COMPENSATION/PAYMENT

1.1 All fees that COUNTY shall be obligated to pay to CONTRACTOR in consideration for COUNTY'S use of the Tix System pursuant to this Agreement shall be as set forth in Exhibit A.

1.2 County has sole discretion to add all, some or none of the fees specified in Exhibit Bto the price or fees charged to customers for the associated Ticket or Other Item.

1.3 CONTRACTOR shall provide County with a detailed invoice for services each week in which ticket sales occurred. County agrees to pay CONTRACTOR within 30 days from receipt of approved invoice by the Auditor-Controller's office. County does not horror late fees.

1.4 County and CONTRACTOR agree that the CONTRACTOR fees specified in Exhibit A apply regardless of whether the orders for Tickets and Other Items are subsequently cancelled and/or refunded.

1.5 In the event that any sales, use or other taxes are assessed upon the sale of Event Tickets and/or Other Items, the COUNTY shall be responsible to pay any such taxes, if applicable, directly to the appropriate taxing authorities, and shall hold CONTRACTOR harmless from and against such taxes.

County shall pay an amount not to exceed **$140,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based according to Exhibit A.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

2.0 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, services (*Web Based Ticketing Services (RFP #10794)*), and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Per Ticket Fees

Tix utilizes a per-ticket fee model for pricing. Our fees are as follows:

Tix Per-Ticket Fees Type	Online[1]	Tix Call Center[2]	Box Office[3]
Ticket – Priced at $0.00 (free/complimentary)	$1.00	$3.50	$0.00
Ticket – Priced from $0.01 to $9.99	$1.00	$3.50	$0.25
Ticket – Priced $10.00 and up	$1.50	$3.50	$0.25
Other Item[4] – Priced at $0.00 (free/complimentary)	$1.00	$3.50	$0.00
Other Item[4] – priced from $0.01 to $9.99	$1.00	$3.50	$0.25
Other Item[4] – Priced $10.00 and up	$1.50	$3.50	$0.25
Tix Ticket Printing and Mailing[5] – Fee Per Order	$3.00	$3.00	$3.00

[1]**Online –** Applies to orders entered into the Tix System by the Customer (web site orders).

[2]**Tix Call Center –** Applies to orders entered into the Tix System by the Tix Call Center. Use of the Tix Call Center is optional and only available upon request by the Client.

[3]**Box Office –** Applies to orders that are entered into the Tix System by the Client (phone, mail, walkup sales).

[4]**Other Item –** Applies to the sale of items other than Tickets that are sold through the Tix system. This may include Donations, Memberships, Merchandise, etc.

[5]**Tix Ticket Printing and Mailing –** Applies to orders in which Tix is printing and mailing Tickets to Customers via First Class mail. This fee only applies once per order and not per Ticket. The use of Tix printing and mailing services are optional and only available upon request by the Client.

Credit Card Processing Fees

Tix does not charge credit card processing fees to organizations using their own merchant account; all credit card processing fees, including merchant and gateway fees, are paid to their merchant account and gateway providers directly.

Tix charges an additional 5% of the ticket price for credit card sales when using the Tix merchant account for credit card processing.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Setup, Implementation and Training
Tix does not charge any fees for setup, implementation and training.

Support Fees
Tix does not charge any fees for technical support. Support is available 24/7, 365 days a year.

Hardware Fees
Tix agrees to provide The County with the following hardware at no cost:

- Boca Systems Lemur-S Ticket Printer (1-sided printing), 44 Series firmware
  Quantity: 2
  Value: $1,550 each

- Bluefin PAX S300 P2PE Card Reader or MagTek Card Reader
  Quantity: 5
  Value: $375 (Bluefin) or $55 (MagTek) each

- Handheld Ticket Scanners (Samsung S8 or comparable)
  Quantity: 30-40
  Value: $250 each

- Dell desktop or laptop computer running Windows 10 (box office workstation)
  Quantity: 5
  Value: $750 each

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C. IMPLEMENTATION

Implementation Plan

A typical implementation can be completed in 2 to 4 weeks, although whenever possible our goal is to meet or exceed our client's timeline. The actual implementation schedule may vary due to project environment and requirements. The following is a standard project implementation timeline:

	Activity	Start Date	Target Completion Date	Activity Owner	Comments
1.0	**Planning**				
1.1	Schedule introductory meeting between County personnel and Tix implementation team	Upon contract award	One week from contract award	Tix	
1.2	Give system overview/walkthrough to County project personnel.		One week from contract award	Tix	
1.3	Finalize required hardware		One week from contract award	County	
1.4	Finalize default user permissions for system administrator		One week from contract award	County	
1.5	Finalize the list of seating charts that will need to be programmed		One week from contract award	County	Additional charts will be programmed as needed.
1.6	System "go-live" date is agreed upon		One week from contract award	Tix/ County	
2.0	**Implementation**				
2.1	Create Tix account for County		No later than 2 weeks from contract award	Tix	
2.2	Create box office user accounts for all County administrators		No later than 2 weeks from contract award	Tix	Start date is contingent on Tix getting a list of all user accounts that need to be created.
2.3	Create customer-facing ticket sales page for County		No later than 2 weeks from contract award	Tix	County will be provided with a customer-facing ticket sales page that is designed to incorporate County's site look and feel.
2.4	Create ticket formats for box office ticket printing		No later than 2 weeks from contract award	Tix	

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2.5	Program reserved seating charts for each venue with reserved seating		No later than 2 weeks from contract award	Tix	
2.6	Configure payment processing		No later than 2 weeks from contract award	Tix	
2.7	Required hardware is procured		No later than 2 weeks from contract award	Tix	Completion date may change depending on hardware availability from manufacturers.
3.0	**User Training**				
3.1	Schedule "train the trainer" session for primary point of contact(s) at County.		No later than 2 weeks from contract award	Tix	
3.2	System training		No later than 3 weeks from contract award	Tix/ County	Training to be done via webex meeting.
4.0	**Hardware Configuration**				
4.1	Box office hardware is installed	TBD	TBD	County	Completion date will depend on hardware availability from manufacturers.
4.2	Box office hardware is tested	TBD	TBD	Tix/ County	Completion date will depend on hardware availability from manufacturers.
5.0	**System Launch**				
5.1	Online ticket purchasing is tested	TBD	TBD upon contract award	Tix/ County	This can be done in a password-protected environment
5.2	Online ticket purchasing goes live	TBD	TBD upon contract award	Tix/ County	
5.3	Box office ticket sales goes live	TBD	TBD upon contract award	Tix/ County	

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EXHIBIT B – INCORPORATION OF RFP #10749, ADDENDUMS NO. 1 AND NO. 2 TO RFP #10749 AND PROPOSAL DOCUMENTS

The County invited submittals to Request for Proposals (RFP) through RFP #10749, to provide web-based ticketing system for Weather Tech Laguna Seca Raceway in Monterey County, California. Tix, Inc., a California Corporation submitted a responsive and responsible proposal to perform the services listed in RFQ #10749. County selected Tix, Inc., a California Corporation to provide web-based ticketing system for Weather Tech Laguna Seca Raceway.

RFP #10749, including Addendums No. 1 and No. 2 to RFP #10749,, and the proposal submitted by Tix, Inc., a California Corporation is hereby incorporated into this Agreement by this reference.

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16.17 Disclaimers, Limitations

16.17.1 To the maximum extent allowed by law, and except as expressly stated herein, CONTRACTOR waives and disclaims all warranties, whether oral or written, express or implied, or arising out of usage of trade or course of dealing, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement. County acknowledges that use of the Tix system may not be uninterrupted or error free. The remedies set forth herein will be the sole and exclusive remedies of County.

16.17.2 In no event shall CONTRACTOR or County, or their affiliates have any liability to the other or their affiliates or any third party, for any incidental, consequential, special or punitive damages, including without limitation, damages for loss of profits or use, business interruption, or loss of good- will, irrespective of whether CONTRACTOR or County has advance notice of the possibility of such damages.

16.18 Intellectual Property

16.18.1 COUNTY hereby acknowledges and agrees that all content. methodology, concepts, software, technology, systems and procedures comprising or incorporated in the Tix System are the sole and exclusive property of CONTRACTOR and are protected by applicable law, including copyright, trademark, patent, trade secret, industrial design, and other proprietary rights law. COUNTY may not copy reproduce, modify, distribute, reverse engineer, or use for its own account except as expressly authorizedby this Agreement, the Tix System, or allow others, including but not limited to County's employees, partners, subsidiaries, and/or consultants to do so.

16.19 Force Majeure

16.19.1 COUNTY and CONTRACTOR shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Agreement by virtue of governmental regulations or order, or by strike or war (declared or undeclared), pandemic or other health emergency, or other calamity such as fire, earthquake, hurricane, flooding, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control.

16.19.2 CONTRACTOR acknowledges notice that County may terminate this Agreement at any time if the Laguna Seca Recreation Area and facilities are required by County's grantor of the property hereunder, the United States of America, for the national defense.

Attachment B

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AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN
COUNTY OF MONTEREY
AND
TIX, INC.

THIS AMENDMENT NO. 1 (Amendment) is made to the Standard Agreement between the County of Monterey, a political subdivision of the State of California ("County") and Tix, Inc. (hereinafter, "Contractor") (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a **Standard Agreement** on February 14, 2022 (the "Agreement") to allow Contractor to provide web based ticket system for WeatherTech® Raceway at Laguna Seca (the "Services"); and

WHEREAS, the Parties wish to amend the Agreement to extend the Agreement Term and increase the not to exceed sum; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Section 2.0, "Payment Provisions" is deleted in its entirety and replaced with:
"County shall pay the Contractor in accordance with the payment provisions set for 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 $225,000."

2. Section 3.0 "Term of Agreement, subsection 3.01" is deleted in its entirety and replaced with:
"The term of this Agreement is from January 1, 2022 to December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Contractor and County with the County signing last, and Contractor may not commence work before County signs this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the day and year written below.

COUNTY OF MONTEREY

By: _____
Name
Title

Date: _____

Approved as to Form Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Michael Whilden 0F98C5BE9B6F476...
Name
Deputy County Counsel

Date: 11/30/2023 | 2:27 PM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Its: _____
(Insert Name; Title)

Date: 12/1/2023 | 9:09 AM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel Risk Management
Leslie J. Girard, County Counsel

By: _____
Risk Manager

Date: _____

CONTRACTOR:

TIX, INC.
Contractor's Business Name

By*: _____
(Signature of Chair, President or Vice President)

Its: Robert Edmison; President
(Insert Name; Title)

Date: 11/9/2023

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

Its: Robert Edmison; CFO
(Insert Name; Title)

Date: 11/9/2023

*INSTRUCTIONS: If COMPANY 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 COMPANY 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 COMPANY 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 COMPANY 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.

Attachment C

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ATTACHMENT C
SUMMARY OF STANDARD AGREEMENTS
ANNUAL EXPENDITURES AND BALANCE

Tix, Inc
(Multi-Year Agreement No. *6261)

Fiscal Year (FY) (July 1 – June 30)	Beginning Balance	Additions	Expenditures	Ending Balance
FY 2021 – 2022 (SA Start Date: 4/1/2023)	$ 140,000	$ -	$ 8,136	$ 131,864
FY 2022 - 2023	$ 131,864	$ -	$ 45,502	$ 86,362
FY 2023 - 2024	$ 86,362	$ 85,000 (pending BOS approval)	$ 28,919	TBD
Totals	N/A	**$ 85,000 (pending BOS approval)**	$ 82,557 (through 12/11/2023)	N/A

Note: Amounts have been rounded to the nearest dollar

Introduced: 12/18/2023 **Current Status:** Passed

Version: 1 **Matter Type:** BoS Agreement

a. Approve Amendment No. 1 to Standard Agreement No. A-15190, Multi-Year Agreement #3200*5629, with SCA of CA, LLC to provide National Pollutant Discharge Elimination System (NPDES), on-call and emergency street sweeping services, Request for Proposals #10784; extend the expiration date for one additional year through March 31, 2025, for a revised term of April 1, 2021 to March 31, 2025, with the option to extend the term for one additional 1-year period, and increase the not to exceed maximum by $184,414 to a total amount of $569,514; and
b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 1 to Standard Agreement No. A-15190 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve Amendment No. 1 to Standard Agreement No. A-15190, Multi-Year Agreement #3200*5629, with SCA of CA, LLC to provide National Pollutant Discharge Elimination System (NPDES), on-call and emergency street sweeping services, Request for Proposals #10784; extend the expiration date for one additional year through March 31, 2025, for a revised term of April 1, 2021 to March 31, 2025, with the option to extend the term for one additional 1-year period, and increase the not to exceed maximum by $184,414 to a total amount of $569,514; and
b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 1 to Standard Agreement No. A-15190 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

SUMMARY:

The recommended actions would allow for the approval of Amendment No. 1 (Attachment A) to Standard Agreement (SA) No. A-15190 with SCA of CA, LLC (SCA) in the amount of $184,414 to provide services for street sweeping of public roads and streets within the unincorporated areas of the County of Monterey and are a part of the State-mandated National Pollutant Discharge Elimination System (NPDES) Stormwater Phase II Municipal General Permit which requires the roads and streets to be swept twice a year. Included in the $184,414 amount is $16,765 as a contingency for on-call and emergency sweeping services as needed.

DISCUSSION:

In April 2021, SCA (formerly Contract Sweeping Services, LLC) was selected as the most qualified bidder, for their expertise and capabilities necessary to provide NPDES, on-call and emergency street sweeping services solicited under a competitive selection process in accordance with County policies and State laws as set forth under RFP #10784.

PWFP has identified a need to extend the term and increase the amount of the SA to continue to provide required State-mandated NPDES Stormwater Permit, on-call and emergency street sweeping services for the public roads and streets within the unincorporated areas of Monterey County. PWFP staff recommends that the County of Monterey Board of Supervisors approve the proposed Amendment No. 1 (Attachment A) to the SA with SCA to continue to allow for required scheduled street sweeping services. Amendment No. 1 will extend the expiration date for one additional year through March 31, 2025, for a revised term of April 1, 2021 to March 31, 2025, with the option to extend the term for one additional 1-year period and increase the not to exceed amount of $385,100 by $184,414 for a total amount not to exceed $569,514.

Attachments B, C and D, provided for reference, respectively include an Assignment and Assumption of Contract to SA No. A-15190, the SA, and a summary of the SA and its annual expenditures and balance to date.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved Amendment No. 1 as to form, and fiscal provisions, respectively.

FINANCING:
Costs associated with Amendment No. 1 are anticipated to be incurred over the next two (2) fiscal years (FY) 2023-24 and FY 2024-25, through March 31, 2025. The annual cost for NPDES is $66,119.25. The Adopted Budget for FY 2023-24 includes sufficient appropriations in the Road Fund 002, Appropriation Unit PFP004, to cover costs related to Amendment No. 1. The amount required for FY 2024-25 will be included in that FY's Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors' Strategic Initiatives for Health & Human Services and Infrastructure. The NPDES Stormwater Permit requires the County to sweep roads within designated urbanized areas twice annually, once in the Spring and once in the Fall, and is intended to reduce pollution entering storm drain systems.

__Economic Development
__Administration
_X_ Health and Human Services
_X_ Infrastructure
__Public Safety

Prepared by: Michael P. Trapani, Associate Water Resources Hydrologist, (831) 784-5983
Dalia Mariscal-Martinez, Management Analyst III
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 - Proposed Amendment No. 1 to SA
Attachment B - Assignment and Assumption of Contract to SA
Attachment C - SA

Attachment D - Summary of SA and Annual Expenditures and Balance

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Introduced: 12/18/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve Amendment No. 1 to Standard Agreement No. A-15190, Multi-Year Agreement #3200*5629, with SCA of CA, LLC to provide National Pollutant Discharge Elimination System (NPDES), on-call and emergency street sweeping services, Request for Proposals #10784; extend the expiration date for one additional year through March 31, 2025, for a revised term of April 1, 2021 to March 31, 2025, with the option to extend the term for one additional 1-year period, and increase the not to exceed maximum by $184,414 to a total amount of $569,514; and
b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 1 to Standard Agreement No. A-15190 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve Amendment No. 1 to Standard Agreement No. A-15190, Multi-Year Agreement #3200*5629, with SCA of CA, LLC to provide National Pollutant Discharge Elimination System (NPDES), on-call and emergency street sweeping services, Request for Proposals #10784; extend the expiration date for one additional year through March 31, 2025, for a revised term of April 1, 2021 to March 31, 2025, with the option to extend the term for one additional 1-year period, and increase the not to exceed maximum by $184,414 to a total amount of $569,514; and
b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 1 to Standard Agreement No. A-15190 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

SUMMARY:
The recommended actions would allow for the approval of Amendment No. 1 (Attachment A) to Standard Agreement (SA) No. A-15190 with SCA of CA, LLC (SCA) in the amount of $184,414 to provide services for street sweeping of public roads and streets within the unincorporated areas of the County of Monterey and are a part of the State-mandated National Pollutant Discharge Elimination System (NPDES) Stormwater Phase II Municipal General Permit which requires the roads and streets to be swept twice a year. Included in the $184,414 amount is $16,765 as a contingency for on-call and emergency sweeping services as needed.

DISCUSSION:
In April 2021, SCA (formerly Contract Sweeping Services, LLC) was selected as the most qualified bidder, for their expertise and capabilities necessary to provide NPDES, on-call and

emergency street sweeping services solicited under a competitive selection process in accordance with County policies and State laws as set forth under RFP #10784.

PWFP has identified a need to extend the term and increase the amount of the SA to continue to provide required State-mandated NPDES Stormwater Permit, on-call and emergency street sweeping services for the public roads and streets within the unincorporated areas of Monterey County. PWFP staff recommends that the County of Monterey Board of Supervisors approve the proposed Amendment No. 1 (Attachment A) to the SA with SCA to continue to allow for required scheduled street sweeping services. Amendment No. 1 will extend the expiration date for one additional year through March 31, 2025, for a revised term of April 1, 2021 to March 31, 2025, with the option to extend the term for one additional 1-year period and increase the not to exceed amount of $385,100 by $184,414 for a total amount not to exceed $569,514.

Attachments B, C and D, provided for reference, respectively include an Assignment and Assumption of Contract to SA No. A-15190, the SA, and a summary of the SA and its annual expenditures and balance to date.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved Amendment No. 1 as to form, and fiscal provisions, respectively.

FINANCING:
Costs associated with Amendment No. 1 are anticipated to be incurred over the next two (2) fiscal years (FY) 2023-24 and FY 2024-25, through March 31, 2025. The annual cost for NPDES is $66,119.25. The Adopted Budget for FY 2023-24 includes sufficient appropriations in the Road Fund 002, Appropriation Unit PFP004, to cover costs related to Amendment No. 1. The amount required for FY 2024-25 will be included in that FY's Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors' Strategic Initiatives for Health & Human Services and Infrastructure. The NPDES Stormwater Permit requires the County to sweep roads within designated urbanized areas twice annually, once in the Spring and once in the Fall, and is intended to reduce pollution entering storm drain systems.

__Economic Development
__Administration
_X_ Health and Human Services
_X_ Infrastructure
__Public Safety

Prepared by: Michael P. Trapani, Associate Water Resources Hydrologist, (831) 784-5983
Dalia Mariscal-Martinez, Management Analyst III
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
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 - Proposed Amendment No. 1 to SA
Attachment B - Assignment and Assumption of Contract to SA
Attachment C - SA
Attachment D - Summary of SA and Annual Expenditures and Balance

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AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCA OF CA, LLC

THIS AMENDMENT NO. 1 to Standard Agreement No. A-15190 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and SCA of CA, LLC (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-15190 with County on April 21, 2021 (hereinafter, "Agreement") to provide street sweeping services (hereinafter, "services") as outlined in Request for Proposals (RFP) #10784 through March 31, 2024 for an amount not to exceed $385,100.16; and

WHEREAS, on February 23, 2022, Contract Sweeping Services, LLC and CONTRACTOR entered into an "Asset Purchase and Sale Agreement" which assigned Contract Sweeping Services, LLC's rights, title and interest in the April 1, 2021 Agreement between Contract Sweeping Services, LLC and County to CONTRACTOR; and

WHEREAS, on May 23, 2022 an "Assignment and Assumption of Contract" with an effective date retroactive to February 23, 2022 was executed by Contract Sweeping Services, LLC and CONTRACTOR to authorize the assignment of the April 1, 2021 Agreement from Contract Sweeping Services, LLC to CONTRACTOR pursuant to Section 15.06, Assignment and Subcontracting, of said April 1, 2021 Agreement; and

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties negotiated a new Pricing Schedule effective April 1, 2021 through the end of the initial term of the Agreement, requiring revision to the CONTRACTOR's National Pollutant Discharge Elimination System (NPDES) Street Sweeping Pricing Schedule table in paragraph B.1 of Section B, Payment Provisions within Exhibit A – Scope of Services/Payment Provisions of the Agreement; and

WHEREAS, the CONTRACTOR's NPDES Street Sweeping Pricing Schedule table in paragraph B.1 of Section B, Payment Provisions within Exhibit A – Scope of Services/Payment Provisions of the Agreement requires an update retroactive and effective April 1, 2021, in accordance with "Exhibit A-1 - Revised NPDES Street Sweeping Pricing Schedule", which is attached and incorporated by this reference; and

WHEREAS, the Parties agree that the Revised NPDES Street Sweeping Pricing Schedule in Exhibit A-1 of the Agreement remains valid through March 31, 2025; and

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WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to update provisions, to update the NPDES Street Sweeping Pricing Schedule retroactive and effective April 1, 2021, to extend the term for one (1) additional year to March 31, 2025, and to increase the amount by $184,413.59 for a total amount not to exceed $569,513.75 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, 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 $569,513.75.

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from April 1, 2021 to March 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-1, Revised NPDES Street Sweeping Pricing Schedule", retroactive and effective April 1, 2021.

4. Amend Section 11.01 of Paragraph 11.0, "Non-Discrimination", to read as follows:

   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.

5. Amend Paragraph 14.0, "Notices", to read as follows:

   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 address listed below:

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FOR COUNTY:	FOR CONTRACTOR:
Michael P. Trapani	Erin Boyts Quinn
Associate Water Resources Hydrologist	Secretary, Vice President
1441 Schilling Place, South 2nd Floor	4141 Rockside Road, Suite 100
Salinas, California 93901-4527	Cleveland, Ohio 44131
(831) 784-5983	(216) 777-2750

6. Amend Agreement to revise Paragraph 16.0, "Signature Page", to Paragraph 18.0, "Signature Page".

7. Amend Agreement to add Paragraph 16.0, "Compliance with Applicable Laws", as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (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.

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

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

8. Amend Agreement to add Paragraph 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

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17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in 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.

9. Amend the second paragraph of paragraph A.2.a. of Exhibit A – Scope of Services/Payment Provisions of Agreement, to read as follows:

Reports shall be submitted electronically and in Portable Document Format (PDF) on the first week of each month to:

County of Monterey
Department of Public Works, Facilities and Parks
Michael P. Trapani, Associate Water Resources Hydrologist
Email: trapanimp@co.monterey.ca.us
Phone: (831) 784-5983

Failure to provide reports may result in deduction and forfeit of One Hundred Dollars ($100.00) from payments due to CONTRACTOR for every day of the month the report is not received.

10. In all places within the Agreement, any reference to Public Works, Facilities, & Parks or Public Works, Parks, & Facilities is hereby replaced with Department of Public Works, Facilities and Parks.

11. In all places within the Agreement, any reference to County's email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@co.monterey.ca.us.

12. In all places within the Agreement, any reference to the Agreement's Multi-Year Agreement (MYA) number is deemed to be MYA 3200*5629.

13. In all places within the Agreement, any reference to Public Works, Facilities, & Parks or Public Works, Parks, & Facilities is hereby replaced with Department of Public Works, Facilities and Parks.

14. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

15. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

16. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY
Debra R. Wilson, Contracts/Purchasing Officer

By: _____

Its: _____
(Print Name and Title)

Date: _____

CONTRACTOR*
SCA of CA, LLC

By: DocuSigned by: Michael Latanza 3716ED37BD23475...

Its: Michael Latanza, Manager
(Print Name and Title)

Date: 12/5/2023

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Michael J. Whilden 0F98C5BE9B6F476...
Michael J. Whilden
Deputy County Counsel

Date: 12/14/2023 | 9:46 AM PST

By: DocuSigned by: Jonathan Sisler 39A5285F1CF546A...

Its: Jonathan Sisler, Manager
(Print Name and Title)

Date: 12/13/2023

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...

Its: Jennifer Forsyth, Auditor-Controller Analyst II
(Print Name and Title)

Date: 12/15/2023 | 12:54 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
David Bolton, Risk Manager

By: _____

Date: _____

*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.

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EXHIBIT A-1 - REVISED NPDES STREET SWEEPING PRICING SCHEDULE

PRICING SCHEDULE RETROACTIVE AND EFFECTIVE APRIL 1, 2021

Area	Miles	Spring 2021 *Sweeping* Cost per Mile	Spring 2021 *Signage* Cost per Mile	Spring 2021 Total Cost per Mile	Fall 2021 *Sweeping* Cost per Mile	Fall 2021 *Signage* Cost per Mile	Fall 2021 Total Cost per Mile	Spring 2022 *Sweeping* Cost per Mile	Spring 2022 *Signage* Cost per Mile	Spring 2022 Total Cost per Mile	Fall 2022 *Sweeping* Cost per Mile	Fall 2022 *Signage* Cost per Mile	Fall 2022 Total Cost per Mile	Spring 2023 *Sweeping* Cost per Mile	Spring 2023 *Signage* Cost per Mile	Spring 2023 Total Cost per Mile
District 2	145.1	$81.50	$69.47	$150.97	$81.50	$94.31	$175.81	$83.95	$109.15	$193.10	$83.95	$130.86	$214.81	$86.46	$143.20	$229.66
District 3	7.3	$81.50	$69.47	$150.97	$81.50	$94.31	$175.81	$83.95	$109.15	$193.10	$83.95	$130.86	$214.81	$86.46	$143.20	$229.66
District 4	11.3	$81.50	$69.47	$150.97	$81.50	$94.31	$175.81	$83.95	$109.15	$193.10	$83.95	$130.86	$214.81	$86.46	$143.20	$229.66
District 5	124.2	$81.50	$69.47	$150.97	$81.50	$94.31	$175.81	$83.95	$109.15	$193.10	$83.95	$130.86	$214.81	$86.46	$143.20	$229.66
Total	**287.9**	**$23,463.85**	**$20,000.00**	**$43,463.85**	**$23,463.88**	**$27,150.48**	**$50,614.36**	**$24,169.21**	**$31,424.00**	**$55,593.21**	**$24,169.21**	**$37,675.00**	**$61,844.21**	**$24,891.83**	**$41,227.42**	**$66,119.25**

PRICING SCHEDULE EFFECTIVE THROUGH MARCH 31, 2025

Area	Miles	Fall 2023 *Sweeping* Cost per Mile	Fall 2023 *Signage* Cost per Mile	Fall 2023 Total Cost per Mile	Spring 2024 *Sweeping* Cost per Mile	Spring 2024 *Signage* Cost per Mile	Spring 2024 Total Cost per Mile	Fall 2024 *Sweeping* Cost per Mile	Fall 2024 *Signage* Cost per Mile	Fall 2024 Total Cost per Mile	Spring 2025 *Sweeping* Cost per Mile	Spring 2025 *Signage* Cost per Mile	Spring 2025 Total Cost per Mile
District 2	145.1	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66
District 3	7.3	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66
District 4	11.3	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66
District 5	124.2	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66
Total	**287.9**	**$24,891.83**	**$41,227.42**	**$66,119.25**	**$24,891.83**	**$41,227.42**	**$66,119.25**	**$24,891.83**	**$41,227.42**	**$66,119.25**	**$24,891.83**	**$41,227.42**	**$66,119.25**

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ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT **("Assignment')** is entered into and effective retroactively as of February 23, 2022, by and between Contract Sweeping Services, LLC (dba Sweeping Corporation of America), a California limited liability company **("Assignor")**, and SCA of CA, LLC, a Delaware limited liability company **("Assignee")**.

Recitals

A. Assignor is the Contractor under that certain Standard Agreement to Provide National Pollutant Discharge Elimination System (NPDES) On-Call and Emergency Street Sweeping Services for Public Roads and Streets within the Unincorporated Areas of Monterey County, Request for Proposals #10784, dated April 1, 2021, (the **"Service Contract'**), by and between Assignor, as Contractor, and the County of Monterey ("County"), which Service Contract engages Assignor to provide NPDES on-call and emergency street sweeping services for the period April 1, 2021to March 31, 2024.

B. Assignee (as Buyer) and Assignor (as Seller) have entered into that certain Asset Purchase and Sale Agreement, dated as of February 23, 2022, (the **"Purchase Agreement'**) pursuant to which Assignor is selling and assigning, and Assignee is purchasing, certain assets of Assignor, including all right, title and interest of Assignor under the Service Contract.

C. Pursuant to Paragraph 15.06, Assignment and Subcontracting, of the Service Contract, Assignor is required to give notification to the County and request County's prior written consent in the event that Assignor desires to assign the Service Contract.

D. Subject to the terms and conditions set forth herein, Assignor desires to assign to Assignee all of Assignor's rights, duties, obligations and interest in and to the Service Contract and Assignee desires to accept and assume such rights, duties, obligations and interest from Assignor.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants, agreements and indemnities set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its rights, duties, obligations, title and interest in and to the Service Contract, effective as of the Closing Date as defined in the Purchase Agreement (the **"Closing Date"**). Assignor shall notify the County of the actual Closing Date under the Purchase Agreement promptly after it is determined.

2. Acceptance and Assumption of Assignment. By the execution hereof, Assignee, hereby accepts and assumes, from and after the Closing Date, all of Assignor's rights, duties, obligations and interest in, to and under the Service Contract and shall perform and be bound by

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all of the terms, covenants and conditions of Assignor under the Service Contract, to the same extent as though Assignee was the original signatory under the Service Contract.

3. Representation and Warranties of Assignor. Assignor warrants and represents that as of the Closing Date:

a. There are no assignments of or agreements to assign the Service Contract to any other party; and

b. The Service Contract is in full force and effect and there exists no defaults on the part of Assignor or the County thereunder.

4. Indemnification. Assignee does hereby agree to indemnify, defend and hold harmless Assignor and its directors, shareholders, officers and employees and each of their respective successors and assigns from and against any claims, damages, losses, costs, expenses or other liabilities based upon or arising out of any breach or alleged breach of the Service Contract or out of any other events or incidents connected with the Service Contract occurring or alleged to have occurred from and after the Closing Date. Assignor does hereby agree to indemnify, defend and hold harmless Assignee and its directors, shareholders, officers and employees and each of their respective successors and assigns from and against any claims, damages, losses, costs, expenses or other liabilities, based upon or arising out of any breach or alleged breach of the Service Contract or out of any events or incidents connected with the Service Contract occurring or alleged to have occurred prior to the Closing Date.

5. Notice. All notices, requests, demands, consents, and other communications which are required or may be given under this Assignment (collectively, the **"Notices"**) shall be in writing and shall be given either (a) by personal delivery with a receipted copy of such delivery; (b) by certified or registered United States mail, return receipt requested, postage prepaid; or (c) by an overnight nationally recognized courier, to the addresses set below each Party's signature to this Assignment or to such other address of which written notice in accordance with this Section 5 shall have been provided to the other Party hereto. Notices may only be given in the manner hereinabove described in this Section 5 and shall be deemed received upon receipt or refusal thereof if by personal delivery; three (3) days after deposit in the US mail, or the next business day after deposit with a nationally recognized overnight courier.

6. Authority. Each party hereto represents and warrants that: (a) he or she has full right, power and capacity to execute and deliver this Assignment and by his or her signature shall create a valid and binding obligation of the entity for which such party is signing, enforceable in accordance with its terms; and (b) his or her execution and delivery of this Assignment and the performance of its obligations hereunder will not result in any default under any other agreement, instrument or obligation to which it is a party. Each person executing this Assignment on behalf of a party that is an entity hereunder represents and warrants that he or she is duly authorized to execute and deliver this Assignment on behalf of such party in accordance with the articles or certificate of incorporation or formation, bylaws, limited liability company agreement, partnership agreement or other governing document of such party.

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7. Integration Clause; Severability; No Amendment. This Assignment, including the Exhibits attached hereto, sets forth all the agreements between the parties hereto with respect to the subject matter hereof, and there are no other agreements either oral or written other than as set forth in this Assignment. If any term or provision of this Assignment, or the application thereof, shall be invalid or unenforceable, such provision shall be deemed severed from this Assignment and the remainder of this Assignment, shall not be affected thereby, and each term and provision of this Assignment shall be valid and be enforced to the fullest extent permitted by law. This Assignment may only be modified, or a term thereof waived, by a writing signed by an authorized officer of the parties hereto expressly setting forth such modification or waiver.

8. No Waiver. Any failure by either party hereto to comply with any obligation, agreement, covenant, or condition set forth in this Assignment may be expressly waived in writing by the other party hereto. However, any waiver, or failure to insist upon strict compliance with any obligation, agreement, covenant, or condition, shall not operate as a continuing waiver thereof.

9. Governing Law: Consent to Jurisdiction; Enforcement. This Assignment shall be construed and interpreted, and all disputes, claims, and questions arising hereunder shall be determined, in accordance with the laws of the State of California. The parties hereto agree that any legal action or proceeding brought by either party hereto and arising from or in connection with this Assignment or any breach hereunder shall be brought in the California Superior Court for the County of Monterey. In the event that any action is initiated to interpret or enforce any of the terms of this Assignment or to enforce any judgment, the prevailing party shall be entitled to receive from the other party, in addition to damages and injunctive or other relief, reasonable attorney's fees, costs, and expenses incurred in connection therewith.

10. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors in interest and assigns, except as provided in this Assignment.

11. Time. Time is of the essence of this Assignment and each and every provision hereof. Any extension of time granted for the performance of any duty under this Assignment shall not be considered an extension of time for the performance of any other duty under this Assignment.

12. Counterparts. This Assignment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of such counterparts shall be deemed an original hereof.

13. No Party Deemed Drafter. All parties to this Assignment have been represented by legal counsel in the negotiation and preparation of this Assignment. Accordingly, this Assignment has been drafted on the basis of the parties' mutual contributions of language and the Assignment is not to be construed against any party as being the drafter of this Assignment.

14. Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by reference, with the same force and effect as if fully set forth in the body hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Closing Date.

ASSIGNOR:

Contract Sweeping Services, LLC

By: Manvendra S. Saxena, Manager
(Print Name and Title)

Its: DocuSigned by: Manvendra S. Saxena
7D75F400B279A18...
(Signature of Manager)

Date: 5/17/2022 | 5:06 PM PDT

By: Jesse Alvarado, Manager
(Print Name and Title)

Its: DocuSigned by: Jesse Alvarado
24618EE0DA6B4EB...
(Signature of Manager)

Date: 5/18/2022 | 3:22 PM PDT

Notice Address:
760 E. Capitol Avenue, Suite B
Milpitas, California 95035

ASSIGNEE:

SCA of CA, LLC

By: Christopher M. Valerian, Manager
(Print Name and Title)

Its: DocuSigned by: Christopher M Valerian
3394FD55DF084C2...
(Signature of Manager)

Date: 5/23/2022 | 8:22 AM PDT

By: Joseph M. Borden, Manager
(Print Name and Title)

Its: DocuSigned by: Joseph M. Borden
70C05C3AA9594C4...
(Signature of Manager)

Date: 5/23/2022 | 8:24 AM PDT

Notice Address:
4141 Rockside Road, Suite 100
Seven Hills, Ohio 44131

[County's SIGNATURE ONLY ON FOLLOWING PAGE]

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CONSENT OF THE COUNTY OF MONTEREY

By execution hereof, the undersigned for the County of Monterey referenced above hereby consent to the assignment of the Standard Agreement from Assignor to Assignee.

This consent is conditioned upon the following: _____

_____.

This consent shall not be deemed a consent to any other assignment.

County of Monterey

By: DocuSigned by: Debra R. Wilson 7B741937AA0D41B...

Debra R. Wilson, PhD
Acting Contracts/Purchasing Officer

Date: 5/24/2022 | 9:08 AM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E717442...

Mary Grace Perry
Deputy County Counsel

Date: 5/23/2022 | 10:10 AM PDT

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-15190
a. Approve Standard Agreement with Contract Sweeping Services, LLC to provide on-call and emergency street sweeping services for public roads and streets within the unincorporated areas of Monterey County pursuant to Request for Proposals (RFP) #10784, in a total amount not to exceed $385,100, for a term of three (3) years beginning April 1, 2021 to March 31, 2024, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreement and future amendments to the Agreement where the amendments do not increase the approved Agreement amount.

PASSED AND ADOPTED on this 20th 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 20, 2021.

Dated: April 28, 2021
File ID: A 21-083
Agenda Item No.: 72

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

Julian Lorenzana, Deputy

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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:
Contract Sweeping Services, LLC ,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Street sweeping services as outlined in Request For Proposal (RFP) #10784

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: $ 385,100.16

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 1, 2021 **to** March 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other: Incorporation of RFP #10784, Addendum No. 1, Addendum No. 2, and Proposal Documents

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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

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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 for 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

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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 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.

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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.

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11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), 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, 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 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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14.0 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:**
Barney Guzman, Assistant Engineer	Manvendra S. Saxena, President & CEO
Name and Title	Name and Title
1441 Schilling Place, South Building 2nd Floor Salinas, California 93901	760 E. Capitol Avenue Milpitas, California 95035
Address	Address
831-755-8964	510-431-8643
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

15.01 **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.

15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 **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.

15.04 **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.

15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 **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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15.07 **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.

15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 **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; venue shall be Monterey County.

15.12 **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.

15.13 **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.

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 **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.

15.16 **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.

15.17 **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.

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16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY	CONTRACTOR
By: DocuSigned by: Debra Wilson, Contracts/Purchasing Supervisor 7B741937AA0D41B... Contracts/Purchasing Officer	Contract Sweeping Services, LLC Contractor's Business Name*
Date: 4/21/2021	By: DocuSigned by: Manvendra S. Saxena 7D75F400B279418... (Signature of Chair, President, or Vice-President) *
By: Department Head (if applicable)	Manvendra S. Saxena, President & CEO Name and Title
Date:	Date: 3/10/2021
By: Board of Supervisors (if applicable)	
Date:	
Approved as to Form[1] DocuSigned by: Mary Grace Perry, Deputy County Counsel C83342707AC641A...	
By: County Counsel	By: DocuSigned by: 9243297F1B5647B... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
Date: 3/23/2021	Jeff Hicks, Regional Manager Name and Title
Approved as to Fiscal Provisions[2] DocuSigned by: Gary Giboney D3834BFEC1D8449...	Date: 3/10/2021
By: Auditor/Controller	
Date: 3/23/2021	
Approved as to Liability Provisions[3]	
By: Risk Management	
Date:	

County Board of Supervisors' Agreement Number:_____, approved on (date): _____

*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

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Contract Sweeping Services, LLC, hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. **CONTRACTOR's Minimum Work Performance Percentage:** CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.

b. CONTRACTOR shall furnish, at CONTRACTOR's expense, all necessary equipment, supervision, labor, materials, tools, water, debris disposal and incidentals necessary to complete the services to the satisfaction of the County. The work has been divided into two work classifications:

- **NPDES Phase II Roads/Street Classification (Required Street Sweeping Services) –** shall be swept twice per year, once in the fall before the first rain of the year, and once in the spring after the last rain of the year. Work to be done consists of cleaning/sweeping roadways within the County's NPDES Phase II road system as listed in Attachment A, NPDES Phase II Road Listing & Maps.
- **On-Call & Emergency Street Sweeping (General Street Sweeping)** – shall provide on-call and emergency street sweeping services for various County roads and streets as requested by County of Monterey's Department of Public Works, Facilities, and Parks (PWFP).

The sweeping operation shall consist of removing all dirt, mud, silt, sand, paper, rocks, leaves, cans, glass, sediment, and other debris. Unforeseen conditions, such as weather, illicit discharge, can bring unusual amounts of debris to these facilities. Removal of all debris is the responsibility of CONTRACTOR. These conditions include but are not limited to leaves, heavy silt, sand or other types of large debris.

Attachments to and incorporated into this Scope of Services and Specifications include: Inventory listing and distance categories, including centerline miles and curb miles, and provide for cleaning and sweeping of all paved surfaces (asphalt concrete and concrete) as 1) identified and requested

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by PWFP; and/or 2) within the areas described in Attachment A, NPDES Phase II Road Listing & Maps.

CONTRACTOR shall comply with all Federal, State, County and local regulations. County shall not be responsible or liable for any equipment or possessions that are lost, stolen, or damaged. Scheduling of work shall be authorized and directed by County

c. SCHEDULE

Cleaning/sweeping services shall be performed based on the following schedule:

On-Call & Emergency Street Sweeping (General Street Sweeping):

1. As requested by County of Monterey's PWFP
2. CONTRACTOR shall at the minimum be mobilized and on-site no more than two (2) hours upon being contacted by County, unless otherwise instructed by County.
3. County shall provide scope details to CONTRACTOR for on-call and emergency street sweeping request(s).

NPDES Phase II Roads/Street Classification (Required Street Sweeping Services):

1. Monday through Friday inclusive, (five [5] days per week).
2. Service shall be completed as per schedule herein (see Section e. below).
3. Cleaning/sweeping shall be accomplished on a weekday only (Monday through Friday), except when a major holiday falls on same (see Section g. below). CONTRACTOR shall complete all sweeping per schedule.
4. CONTRACTOR shall not sweep during the peak hours of 7am – 9am and 4pm – 6pm.
5. Attachment B is the current Special Events List. CONTRACTOR shall not sweep in these areas during events. CONTRACTOR can obtain a current events schedule and shall coordinate with the County's Housing and Community Development Department, Permit Center, (831) 755–4800 located at 1441 Schilling Place, South 2nd Floor, Salinas, CA 93901-4527 in case of an event (i.e., Concourse de Elegance, Laguna Seca Recreation Area events.) To view the Monterey County Special Events Calendar and other resources visit their website at: https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma/special-events.

MECHANICAL FAILURES OR PERSONNEL PROBLEMS ARE NOT ACCEPTABLE REASONS FOR CONTRACTOR'S FAILURE TO COMPLY.

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If necessary, CONTRACTOR shall supply backup equipment and/or personnel from either CONTRACTOR's resources or from another CONTRACTOR at no additional cost to County.

d. PAYMENT BASED ON UNIT PRICE-PER DISTANCE SWEPT

Compensation for NPDES Phase II Classification, on-call and emergency street sweeping services shall be based on unit price per mile swept which shall include all cleaning/sweeping costs, hourly charges, administrative costs, disposal costs, reporting costs, public or other required notification costs, and signage fees as outlined in the AGREEMENT price. If other sweeping locations are added (see Section i. below), pricing will be based on the unit cost per mile outlined in the AGREEMNT price.

On-Call & Emergency Street Sweeping will be scheduled on an "as needed" basis by PWFP.

Roads and streets in the NPDES Phase II Classification shall be swept on a regular schedule, semi-annually.

e. REGULAR SCHEDULING

Within ten (10) calendar days after effective date of the AGREEMENT, CONTRACTOR shall submit a detailed list of scheduled roads indicating calendar days to be swept within the NPDES Phase II Classification. County Inspector shall approve schedule prior to implementation. The Sweeping Schedule shall incorporate the avoidance of County events and Community Garbage Pick-Up Schedules that may impact County roads.

Sweeping shall take place during September 1st-30th and May 1st-31st of each year. Fall sweeping needs to take place before the first storm of the year and Spring sweeping needs to take place after the last storm of the year, which has been traditionally done in September and May. CONTRACTOR may propose a schedule that satisfies timing required by the NPDES Permit. Cleaning/sweeping frequency/schedule may be changed upon written approval from the Director of PWFP or his designee to add or delete a sweep due to excessive amounts of rainfall, debris, farming operations, storm damage or other causes.

f. TRAVEL TIME

All costs for travel time between parcels and/or to and from refuse disposal sites shall be included in the unit price and no additional travel compensation shall be allowed, therefore.

g. HOLIDAY/INCLEMENT WEATHER MAKE-UP

When the holiday falls on a scheduled sweep day, CONTRACTOR shall sweep the next business day. When CONTRACTOR is unable to sweep due

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to inclement weather, CONTRACTOR shall sweep the next clear business day.

h. LOCATION OF WORK

Work locations for this AGREEMENT will include various County roads and streets. This AGREEMENT does not include work on any interstate freeway or highway, State highway, State maintained highway, or private road or street in Monterey County.

i. INVENTORY

See Attachment A for a detailed list of roads to be to be swept. At any time, County may choose to add other sweeping locations.

j. DISPOSAL

CONTRACTOR shall dispose of all refuse and debris collected during cleaning/sweeping operations, by hauling to a legally established landfill for disposal of solid waste. The cost for disposal of all refuse and debris, including dump fees, shall be included in the AGREEMENT price. NO "on road" storage or dumping shall be permitted.

k. SWEEPING REQUIREMENTS

Sweeping areas shall include all curb lines along both sides of the roadways, or to the edge of the pavement where no curbs exist, along all curbs on raised medians, over all portions of painted medians and all intersection cross gutters. CONTRACTOR shall be responsible for the seven-foot (7') strip (sweeper width) along all curbs and raised medians. At all times, sweeping shall be accomplished in the same direction as traffic flow. CONTRACTOR shall make every reasonable effort to minimize streaks left by sweepers. CONTRACTOR shall make every reasonable effort to minimize traffic delays and impacts to the motoring public.

CONTRACTOR shall be aware of traffic counter(s) laid on street pavement and avoid damages by making the necessary adjustments to equipment to prevent damage to the traffic counter(s), such as but not limited to, lifting the mechanical broom (brushes) while sweeping. During sweeping activity, CONTRACTOR shall be responsible for replacement of any damaged traffic counters, including expenses on daily data and hourly labor loss.

CONTRACTOR shall provide at random BEFORE and AFTER pictures on assigned area(s) to be swept and provide these pictures (via email) to the designated County Inspector. Pictures shall be labeled with street name and date of sweeping activity.

l. EQUIPMENT

1. SWEEPER TYPES

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All sweeping equipment, as well as disposal trucks and skid loaders shall be equipped with adequate warning devices and lights for safe operation and must meet all vehicle operating requirements of the State of California Department of Motor Vehicles (CA DMV), California Manual on Uniform Traffic Control Devices (MUTCD), California Occupational Safety and Health (CAL-OSHA) regulations and all other applicable codes required in the State of California.

All equipment shall be adequately maintained both mechanically, visually, and shall be fully operational during all sweeping operations. All units shall be clearly and prominently marked with CONTRACTOR's name and unit number. All units shall have a radio, phone or communication equipment for contact with CONTRACTOR's main office.

Equipment lists shall be updated and submitted annually or at County Inspector's request prior to authorization to proceed with any scheduled sweeping.

2. WARNING DEVICES
While sweeping, vehicles shall be equipped with top-mounted warning lights (rotating, osculating or flashing beacon) visible for 360 degree or comparable traffic safety lights and meet all vehicle operating requirements of the California Department of Motor Vehicles (CA DMV), California Manual on Uniform Traffic Control Devices (CA MUTCD), and California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) regulations, and all other applicable codes required in the State of California.

3. BRUSH/BROOM REPLACEMENT
Worn brushes and brooms shall be replaced and adjusted to ensure maximum efficiency.

- Six (6) inches on the gutter brushes;
- As required on trash direction brush; and
- Six (6) inches on the main broom.

This shall be the minimum criteria and final determination shall be on the effectiveness of all brushes and brooms.

4. NUMBER OF SWEEPERS
CONTRACTOR shall utilize appropriate number of sweepers to complete the sweeping requirements within the allotted time frame specified in the schedule**.**

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m. PERFORMANCE

Primary objectives of the street sweeping program are:
CONTRACTOR shall comply with specific requirements of the NPDES. CONTRACTOR shall immediately notify County Inspector of any pollution discharge entering into storm drains as a result of CONTRACTOR's performance. Failure to comply with notification to the County Inspector may be considered a cause for termination pursuant to Section 7.0 of this AGREEMENT and/or criminal charges against CONTRACTOR. CONTRACTOR must establish and adhere to a regular schedule of performance. CONTRACTOR must maintain gutter flow lines free of debris for free flow of water. Sweeping shall normally consist of a single pass over an area. CONTRACTOR shall make as many additional passes or such extra effort as may be required to adequately clean the street. Obstructions such as accumulations of silt, compacted dirt, leaves and similar debris will be removed unless removal of such obstruction cannot be accomplished without damage to equipment, inflicting personal injury or if removal is clearly beyond the capabilities of the specified equipment. Obstructions such as small tree limbs and rocks shall be removed from the sweeping path and hauled away by CONTRACTOR. Larger obstructions such as impaired vertical and/or horizontal clearance by tree limbs, fallen tree limb equipment or materials, and/or other similar items shall be reported per "Notification of Obstruction", resulting in deficient performance beyond CONTRACTOR's control. Inspections, spot checks and responses to complaints shall be performed on a regular basis. County Inspector shall decide upon the adequacy of sweeping.

In the event CONTRACTOR's performance results in a sweep which is determined to be unsatisfactory by the County Inspector, CONTRACTOR shall re-sweep the area determined to be unsatisfactory by County Inspector, at CONTRACTOR's expense, within twenty-four (24) hours after notification of County Inspector's determination.

County reserves right to withhold payment for missed, incomplete or unsatisfactory sweeping performance.

n. DEFICIENT PERFORMANCE

Liquidated damages shall be applied to deficient performance and/or late completion. The Parties hereto understand and agree that it is impracticable or extremely difficult to determine actual damages County shall sustain by reason of delay in performance. Therefore, Three Hundred Dollars ($300.00) shall be deducted and withheld from payments due or to become due to CONTRACTOR for each calendar day work is incomplete beyond the scheduled day. CONTRACTOR shall be granted an extension of time and shall not be assessed liquidated damages for delays caused by acts of God. The provisions shall apply to submittal of the cleaning/sweeping schedule and

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to performance according to that schedule. Repeated instances of failure to perform shall result in cancellation of the AGREEMENT.

NPDES fines accessed to County shall be paid by CONTRACTOR in the event CONTRACTOR does not complete all of the cleaning/sweeping scheduled in this AGREEMENT

o. NOTIFICATION OF SWEEPING OBSTRUCTIONS

CONTRACTOR shall notify the County Inspector of any obstruction and/or reason why cleaning/sweeping could not be performed for a specific area. The initial report shall be made verbally within twenty-four (24) hours, followed by a written report within seven (7) days. The County shall take appropriate action to mitigate the obstruction.

p. CHANGES IN AREAS SERVICED

Changes in the areas serviced may be necessary during the term of this AGREEMENT. Changes in the AGREEMENT requirements and corresponding changes in compensation may be implemented upon mutual agreement between County and CONTRACTOR. These changes will be processed by the County via written amendment to the AGREEMENT.

q. GENERAL REQUIREMENTS

1. COOPERATION AND COLLATERAL WORK
   CONTRACTOR shall submit working hours and schedule.
   CONTRACTOR shall endeavor to coordinate all cleaning/sweeping operations between the hours indicated unless otherwise approved by the County Inspector. In those instances where operations would interfere with CONTRACTOR's work, CONTRACTOR shall submit to County's Inspector a written request stating days, times and operations which should be suspended or conducted at a different time of the day. No additional compensation or adjustment of the allotted working days shall be granted for compliance with these requirements.

2. DUST CONTROL
   CONTRACTOR shall use all reasonable methods to minimize dust emissions during the performance of this AGREEMENT.
   CONTRACTOR shall not create dust in such a quantity as to violate Air Quality Regulations. Dust shall be controlled in such a way as to not generate public complaints.

3. PARKING CONTROL
   It has been anticipated that parked cars may be a problem during the course of the work to be performed. Therefore, CONTRACTOR is required to post, maintain, and subsequently remove, temporary signs along parking areas where work is to be performed with no less than

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twenty-four (24) hours prior to the start of said work. CONTRACTOR shall provide a sample sign to County.

CONTRACTOR will be responsible for replacing any signs which are damaged or removed in order to maintain notice to the public

4. PROTECTION AND RESTORATION OF EXISTING FACILITIES
CONTRACTOR shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of County, at CONTRACTOR's expense within three (3) days after notification of such damage by County Inspector. Repairs and/or replacements shall be equal to original in all aspects.

5. SAFETY
CONTRACTOR agrees to perform all work outlined in this AGREEMENT in such a manner as to meet all accepted standards for safe practices during operations and to maintain safe conditions or premises and ways at all times, including but not limited to, providing and requiring personnel to wear personal protective equipment (PPE), safely storing equipment, machines and materials. This includes compliance with local, County, and State laws or regulations or other legal requirements and terms of applicable OSHA and CAL-OSHA Safety Orders at all times so as to protect all persons, including County and CONTRACTOR's employees and/or agents/invitees against injury or damage to property.

6. SOUND CONTROL
CONTRACTOR shall comply with all County and local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the AGREEMENT and shall make every effort to control any undue noise resulting from its operation.

7. WATER
CONTRACTOR shall furnish all water required for performance of this work, shall make all arrangements for obtaining all water with the governing water district, and shall comply with all requirements set forth by the governing water district.

8. NPDES REQUIREMENTS
The State Water Board has issued permits which govern storm water and non-storm water discharges resulting from areas owned and operated by the County and incorporated cities of the County (collectively referred to as Permittees). Copies of the permits are available for review. In order to comply with permit requirements, Permittees have developed a Monterey Regional Storm Water Management Program (MRSWMP) which contains Model Maintenance Procedures with Best Management Practices (BMP)

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that parties conducting municipal activities must adhere to. BMP's applicable to street sweeping consist of: 1) street sweeping scheduled two (2) times per year; 2) street sweeping will be disposed of at the landfills and not left in piles along roads; 3) equipment will be maintained and cleaned with drainage to a sanitary sewer, and; 4) print ads and website information will also be used to notify residents of the street sweeping schedules. These Model Maintenance Procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry weather urban runoff, storm water runoff, and receiving water quality. Work performed under this AGREEMENT shall conform to permit requirements, MRSWMP, and Model Maintenance Procedures. CONTRACTOR shall fully understand Model Maintenance Procedures applicable to activities that are being conducted under this AGREEMENT prior to conducting them and maintain copies of Model Maintenance Procedures throughout the AGREEMENT duration. The applicable Model Maintenance Procedures can be obtained by submitting a request to the County Inspector.

9. WORKSITE LIMITS
   All operations shall be restricted to County right-of-way. CONTRACTOR shall not enter any adjacent property for the purpose of conducting operations required under this AGREEMENT unless the CONTRACTOR has obtained written permission from the affected property owner.

r. PERSONNEL

1. BACKGROUND/SECURITY
   All CONTRACTOR personnel engaged in performance of this work shall be employees of CONTRACTOR and as such shall be warranted to possess sufficient experience and security records to perform this work. CONTRACTOR shall conduct a thorough background investigation of each CONTRACTOR employee providing services under this AGREEMENT, including but not limited to, investigation of employment, driving and police records and shall maintain copy of these records.

2. SUPERVISION
   CONTRACTOR shall provide a supervisor or foreman/forewoman who communicates effectively in both written and verbal English and who shall be present at all times during the AGREEMENT operations. Any order or communication given to said supervisor or foreman/forewoman shall be deemed as delivered to CONTRACTOR.

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3. IDENTIFICATION
   CONTRACTOR shall provide uniforms and name badges displaying company name for all field personnel which shall be worn at all times during performance of the work.

4. CONDUCT
   No CONTRACTOR personnel shall be employed on any work under these specifications that is found to be incompetent, disorderly, troublesome, intemperate or otherwise objectionable. Any CONTRACTOR personnel who fails or refuses to perform the work properly and acceptably, as determined by the County Inspector, shall be discharged immediately and not be re-employed on the work to be performed pursuant to this AGREEMENT. CONTRACTOR shall effectuate removal of requested CONTRACTOR personnel within three (3) business days of notice of County Inspector's determination.

5. SWEEPING OPERATORS
   CONTRACTOR shall provide adequately trained operators to minimize disruption of service. CONTRACTOR is responsible for ensuring that any and all new sweeping operators will be adequately trained in their area by CONTRACTOR supervisor or foreman/forewoman.

CONTRACTOR'S PERSONNEL PROBLEMS ARE NOT ACCEPTABLE REASONS FOR FAILURE TO COMPLY WITH SWEEPING SCHEDULE.

A.2 CONTRACTOR shall submit reports as follows:

a. **NPDES Phase II Roads/Street Classification (Required Street Sweeping Services):** For the FALL SWEEPING activities and for the SPRING SWEEPING activities. Reports shall be submitted within (1) one week after each week of sweeping, and prior to submitting invoice for payment. Content of the report shall include at minimum, tonnage of debris removed, landfill scale receipts, miles of road swept, road/street name and limits, date of work, Supervisorial District, and random before and after photos representative of the work performed. Other works/tasks performed under On-Call, submit reports at the request of the County. See Attachment C for format of sample report.

   Reports shall be submitted electronically and in Portable Document Format (PDF) on the first week of each month to:

Public Works
Barney Guzman, Assistant Engineer
Email: guzmanb@co.monterey.ca.us

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Phone: (831)755-8964

Failure to provide reports may result in deduction and forfeit of One Hundred Dollars ($100.00) from payments due to CONTRACTOR for every day of the month the report is not received.

b. **On-Call & Emergency Street Sweeping (General Street Sweeping):** At the request of the County, shall submit reports for works/tasks performed under On-Call or Emergency Services. Content of the report shall include at minimum, tonnage of debris removed, landfill scape receipts, miles of road swept, road/street name and limits, date of work, Supervisorial District, and random before and after photos representative of the work performed.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $385,100.00, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services, including scheduled, on-call and emergency services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

NPDES Street Sweeping Pricing Schedule:

SUPERVISORY DISTRICTS	Quantity (Miles)			Unit Cost (per mile) for Each Year			
	Fall	***Spring***	***Total (A)***	***2021 (B)***	***2022 (C)***	***2023 (D)***	***TOTAL AMOUNT***
Example: District x	*25.5*	*25.5*	*51.0*	*$15.00*	*$16.50*	*$17.25*	*$2,486.25*
District 2	***145.1***	***145.1***	***290.4***	***$81.50***	***$83.95***	***$86.46***	***$73,154.66***
District 3	***7.3***	***7.3***	***14.6***	***$81.50***	***$83.95***	***$86.46***	***$3,677.89***
District 4	***11.3***	***11.3***	***22.6***	***$81.50***	***$83.95***	***$86.46***	***$5,693.17***
District 5	***124.2***	***124.2***	***248.4***	***$81.50***	***$83.95***	***$86.46***	***$62,574.44***
Other Areas as Assigned by County	N/A	N/A	N/A	***$81.50***	***$83.95***	***$86.46***	N/A

Note: All applicable taxes are to be included in the unit cost.

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On-Call & Emergency Services Pricing Schedule:

Task	Unit Cost (per mile) for Each Year (See Note 1)		
	2021	***2022***	***2023***
Non-Emergency Street Sweeping	***$100***	***$103***	***$106.09***
Emergency Street Sweeping	***$105***	***$108.15***	***$111.40***

Note: All applicable taxes are to be included in the unit cost.

The above schedule is inclusive of travel costs to the locations specified in Attachment A. Any additional locations/miles added that are indicated above will not be charged extra travel fees, but instead will be charged a standard $35/curb-mile for any additional curb miles swept.

No travel reimbursement shall be allowed during this AGREEMENT.

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFP may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:
http://www.dir.ca.gov/public-works/prevailing-wage.html

CONTRACTOR warrants that the cost charged for services under the terms of this AGREEMENT are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

CONTRACTOR shall submit invoices to County for **NPDES Phase II Roads/Street Classification (Required Street Sweeping Services)** as follows:

1. FALL SWEEPING: First invoice will be submitted upon completion of fifty percent (50%) of the scheduled work. The second invoice shall be submitted upon one hundred percent (100%) completion of the scheduled work for the remaining fifty percent (50%) of the total pricing outlined in the AGREEMENT price.
2. SPRING SWEEPING: First invoice will be submitted upon completion of fifty percent (50%) of the scheduled work, and the second invoice shall be submitted upon one hundred percent (100%) completion of the scheduled work for the remaining fifty percent (50%) of the total pricing outlined in the AGREEMENT price.

Other invoices under this AGREEMENT shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Public Works, Facilities, & Parks – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this AGREEMENT shall be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the AGREEMENT or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

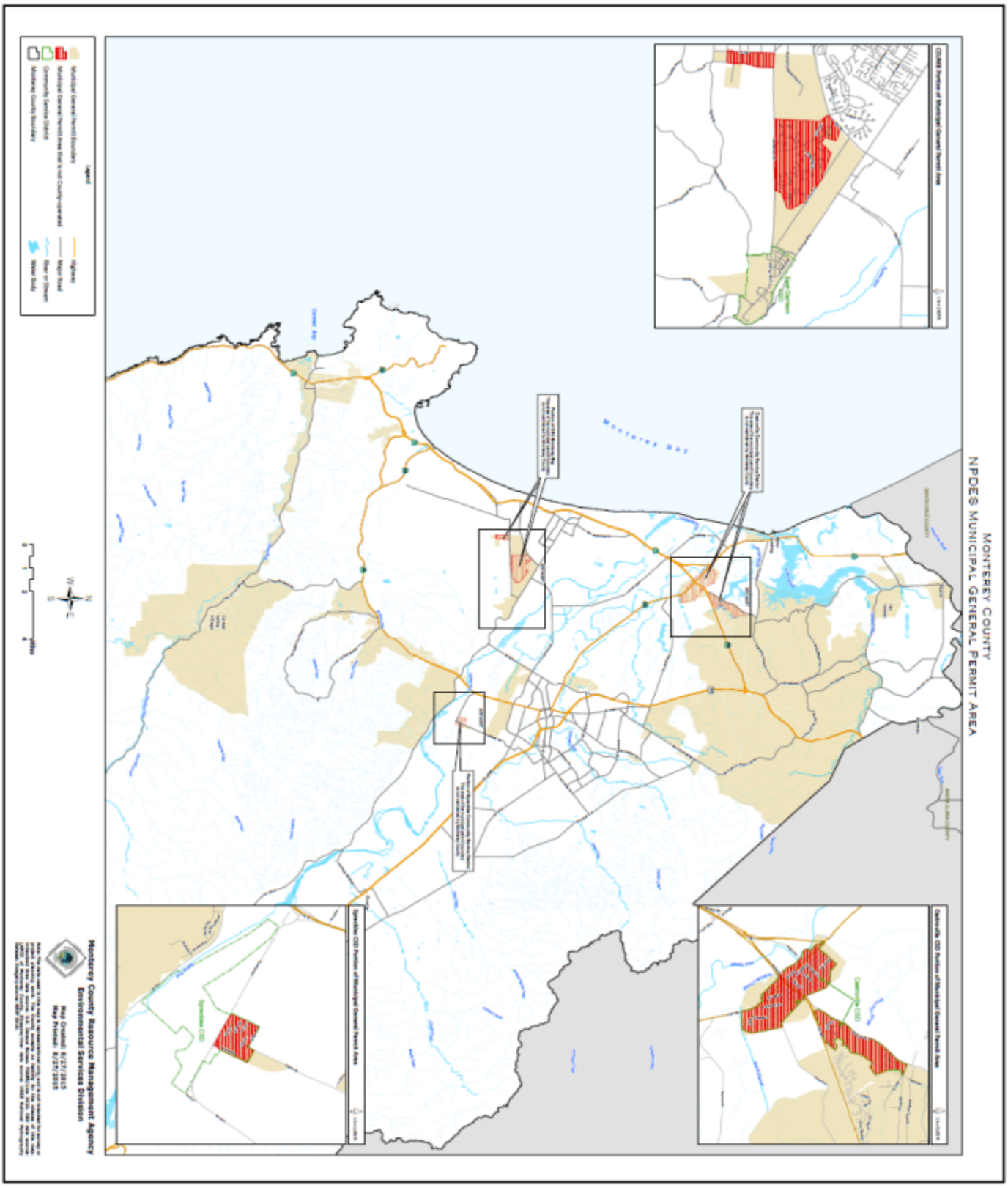
No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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ATTACHMENT A – NPDES Phase II Road Listings & Maps



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SHEET 1

SHEET 2

STREET SWEEPING

COUNTY OF MONTEREY, CA

NPDES MUNICIPAL GENERAL PERMIT ELEMENT X

SHEET 1 OF 17

PAJARO
DISTRICT 2

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

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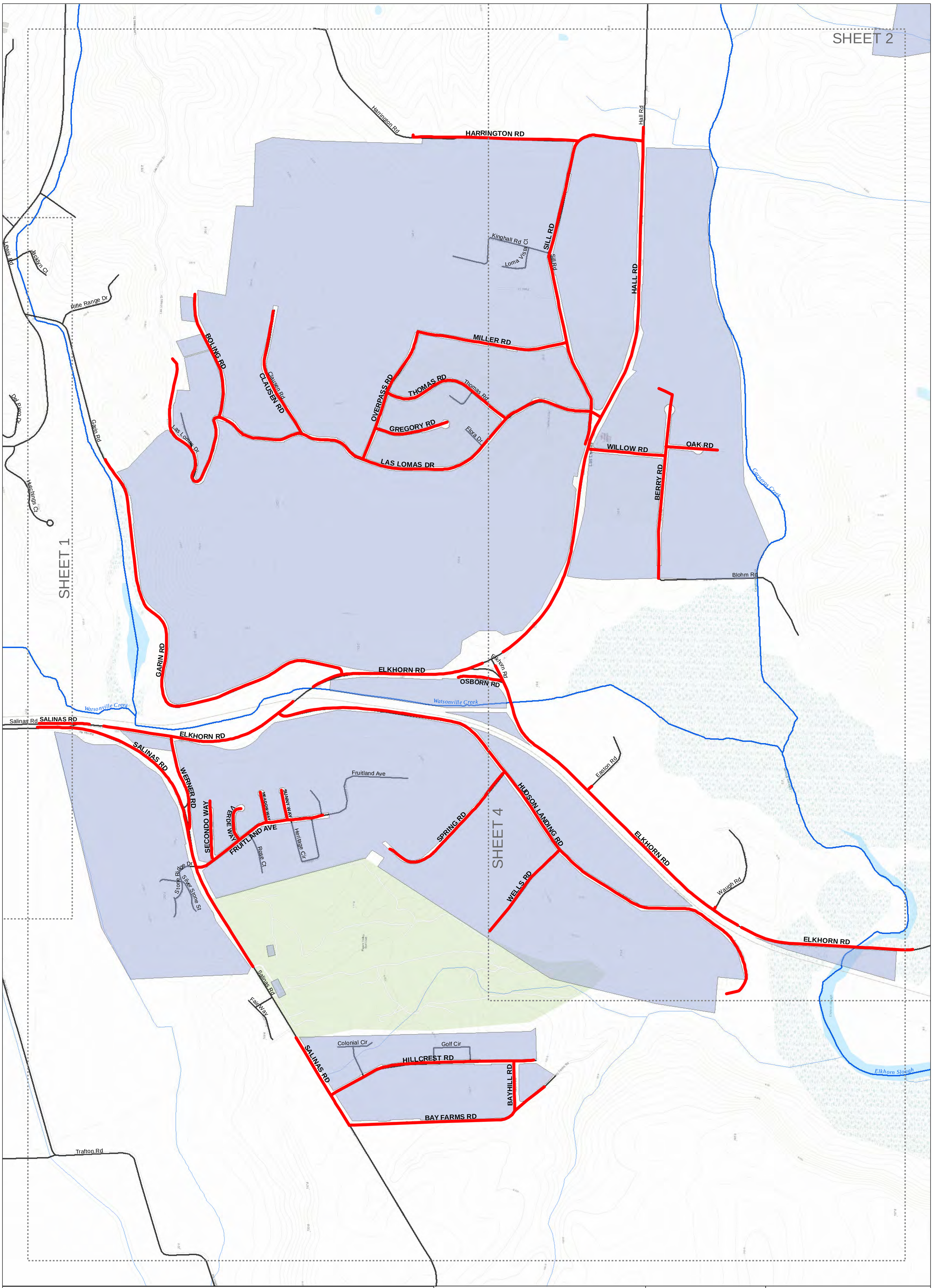
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Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

Note: The data used in this map is representational only, and is not intended for survey or project planning work. The County accepts no liability for the misuse of this map. Urbanized Area data source: U.S. Census Bureau TIGER/Line 2010. CSD data source: LAFCO of Monterey County. Streams/river data source: USGS National

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Street Sweeping

County of Monterey, CA

NPDES Municipal General Permit Element X

SHEET 2 OF 17

Las Lomas
District 2

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

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Monterey County
Department of Public Works,
Facilities and Parks

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Map Created: 2/10/2021

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SHEET 3

Bennett Slough
Jetty Rd
Jetty Beach
Old Salinas River
Elkhorn Slough
Bennett Slough
Pacific Ocean
Sandholdt Rd
Hwy 1
Dolan Rd
Moro Cojo Slough
SANDHOLDT RD
MOSS LANDING RD
Castroville Cemetery
Moss Landing
Pieri Ct
PIERI CT
ALLEN ST
LAGUNA PL
POTRERO RD
SALINAS RIVER STATE BEACH
Potrero Rd
Old Salinas River

STREET SWEEPING

COUNTY OF MONTEREY, CA

NPDES MUNICIPAL GENERAL PERMIT ELEMENT X

SHEET 3 OF 17

MOSS LANDING DISTRICT 2

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

N
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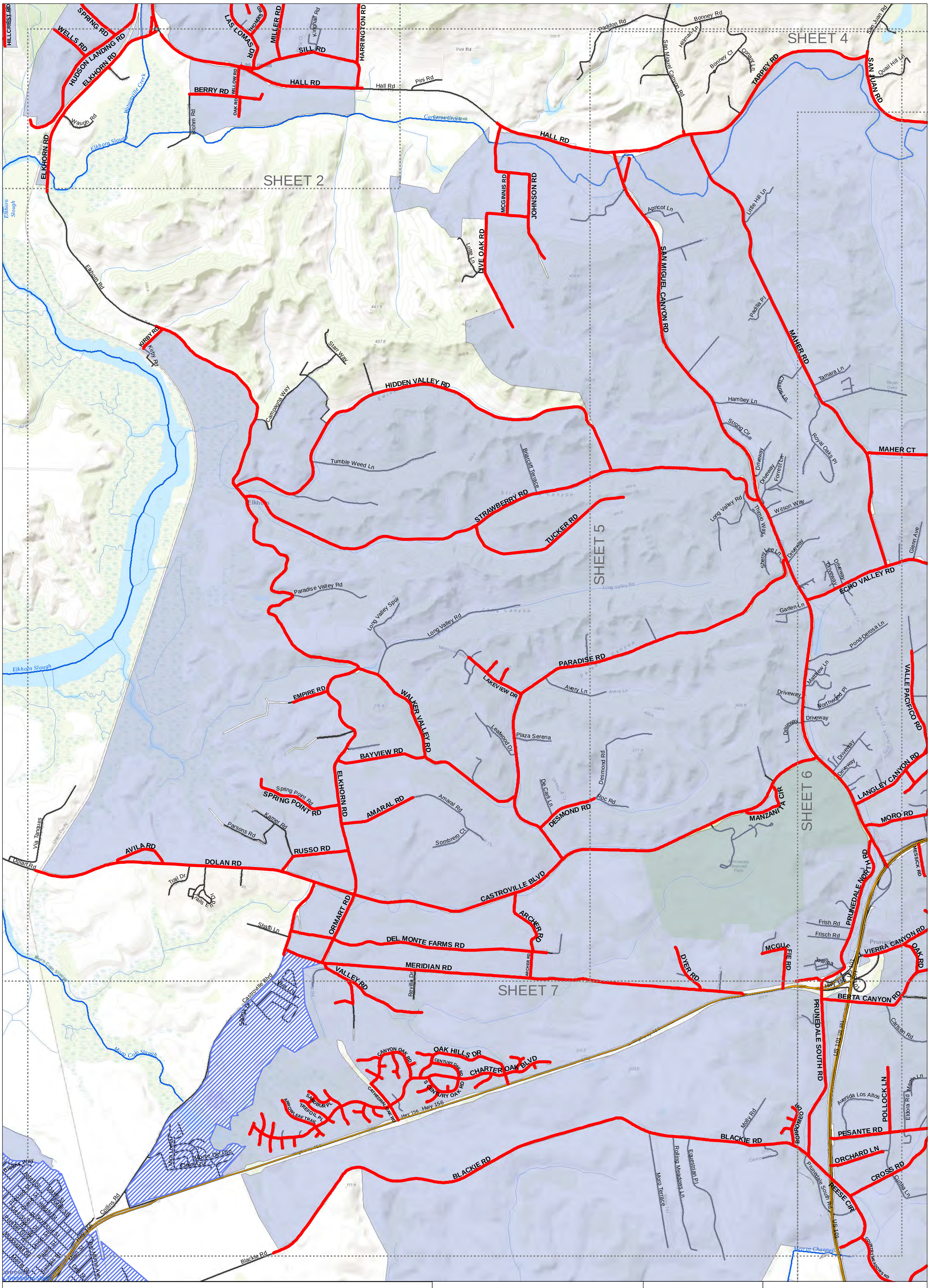
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Monterey County
Department of Public Works,
Facilities and Parks

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Map Created: 2/10/2021

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Street Sweeping

County of Monterey, CA

NPDES Municipal General Permit Element X

SHEET 4 OF 17

Prunedale District 2

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

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Monterey County
Department of Public Works,
Facilities and Parks

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Map Created: 2/10/2021

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Street Sweeping

County of Monterey, CA

NPDES Municipal General Permit Element X

SHEET 5 OF 17

Prunedale
District 2

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

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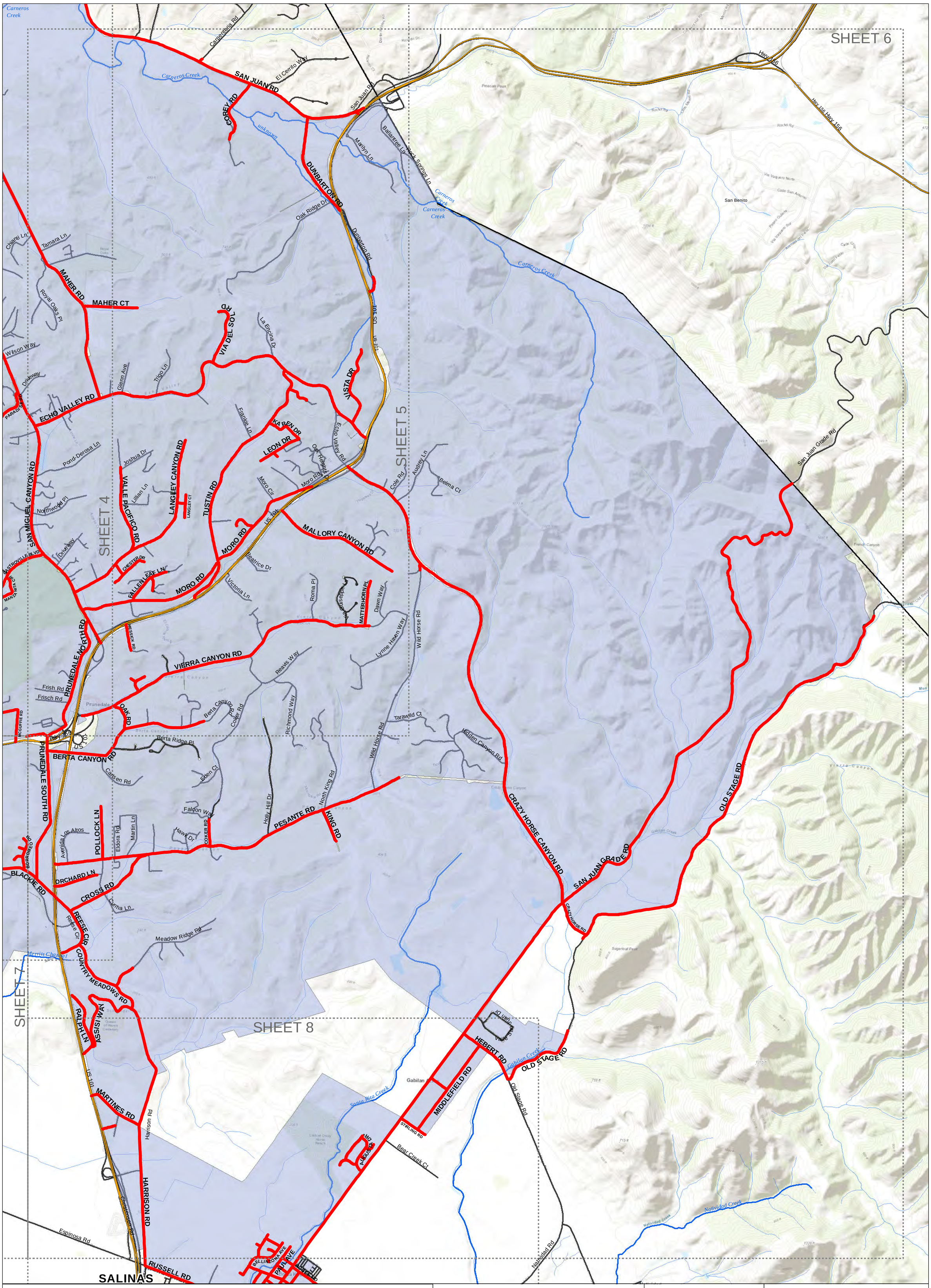
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Monterey County
Department of Public Works,
Facilities and Parks

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Map Created: 2/10/2021

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Street Sweeping

County of Monterey, CA

NPDES Municipal General Permit Element X

SHEET 6 OF 17

Prunedale
District 2

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

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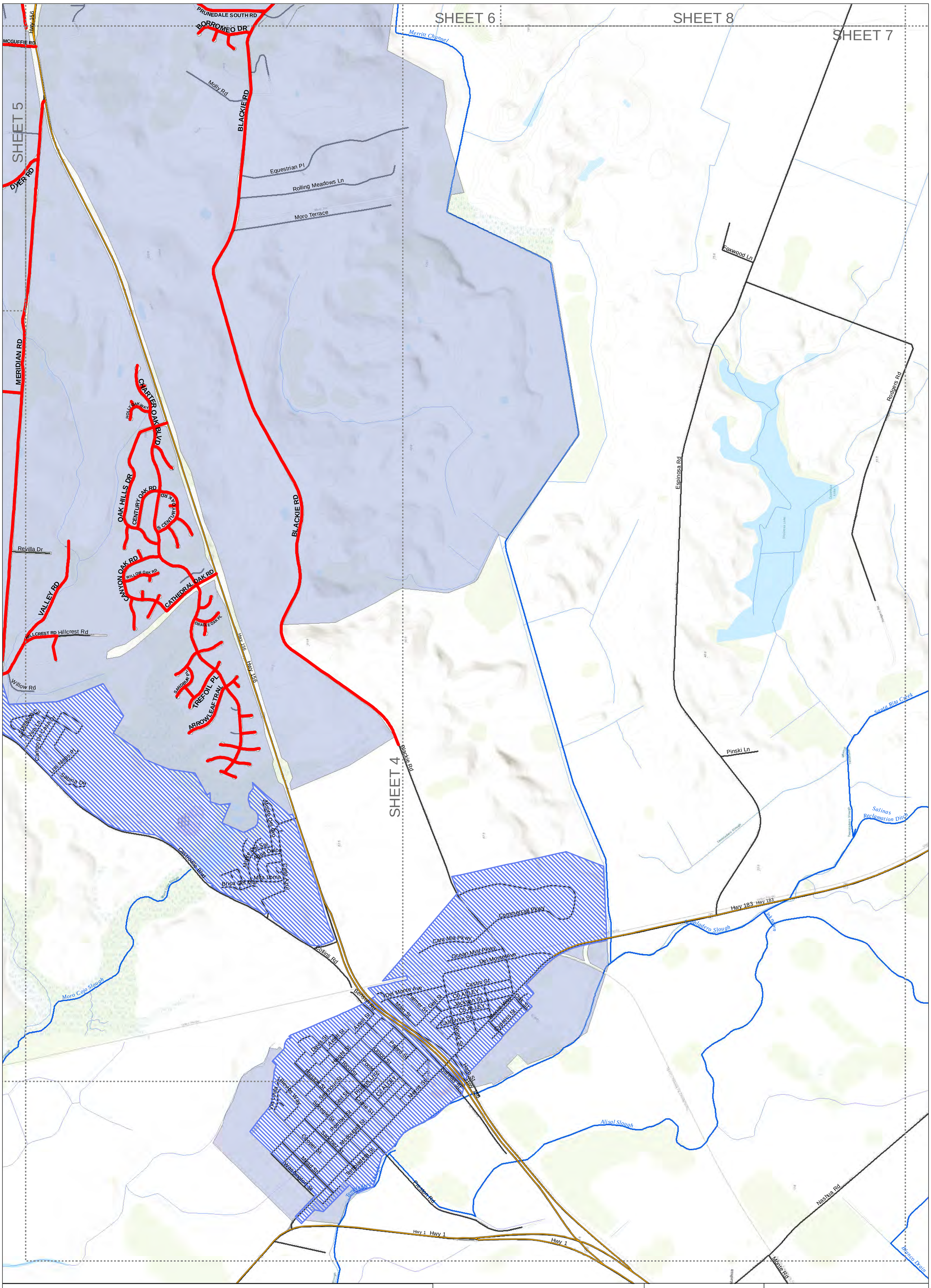
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Monterey County
Department of Public Works,
Facilities and Parks

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Map Created: 2/10/2021

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Street Sweeping

County of Monterey, CA

NPDES Municipal General Permit Element X

SHEET 7 OF 17

Oak Hills District 2

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

SCALE: 1:11,400

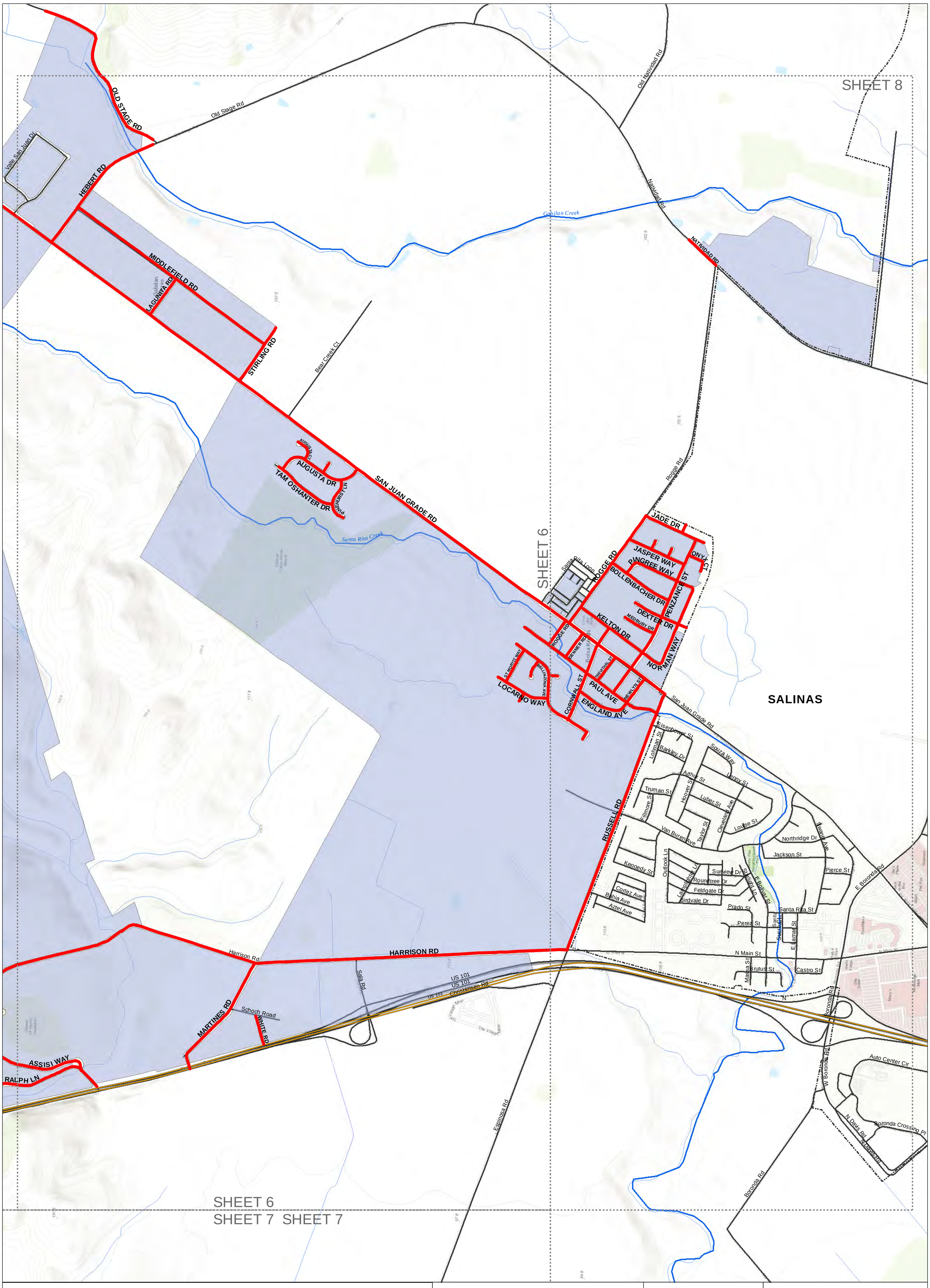
0 550 1,100 2,200 Feet

Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

Note: The data used in this map is representational only, and is not intended for survey or project planning work. The County accepts no liability for the misuse of this map. Urbanized Area data source: U.S. Census Bureau TIGER/Line 2010. CSD data source: LAFCO of Monterey County. Streams/river data source: USGS National

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Street Sweeping

County of Monterey, CA

NPDES Municipal General Permit Element X

SHEET 8 OF 17

Bolsa Knolls
District 2

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

N E S W

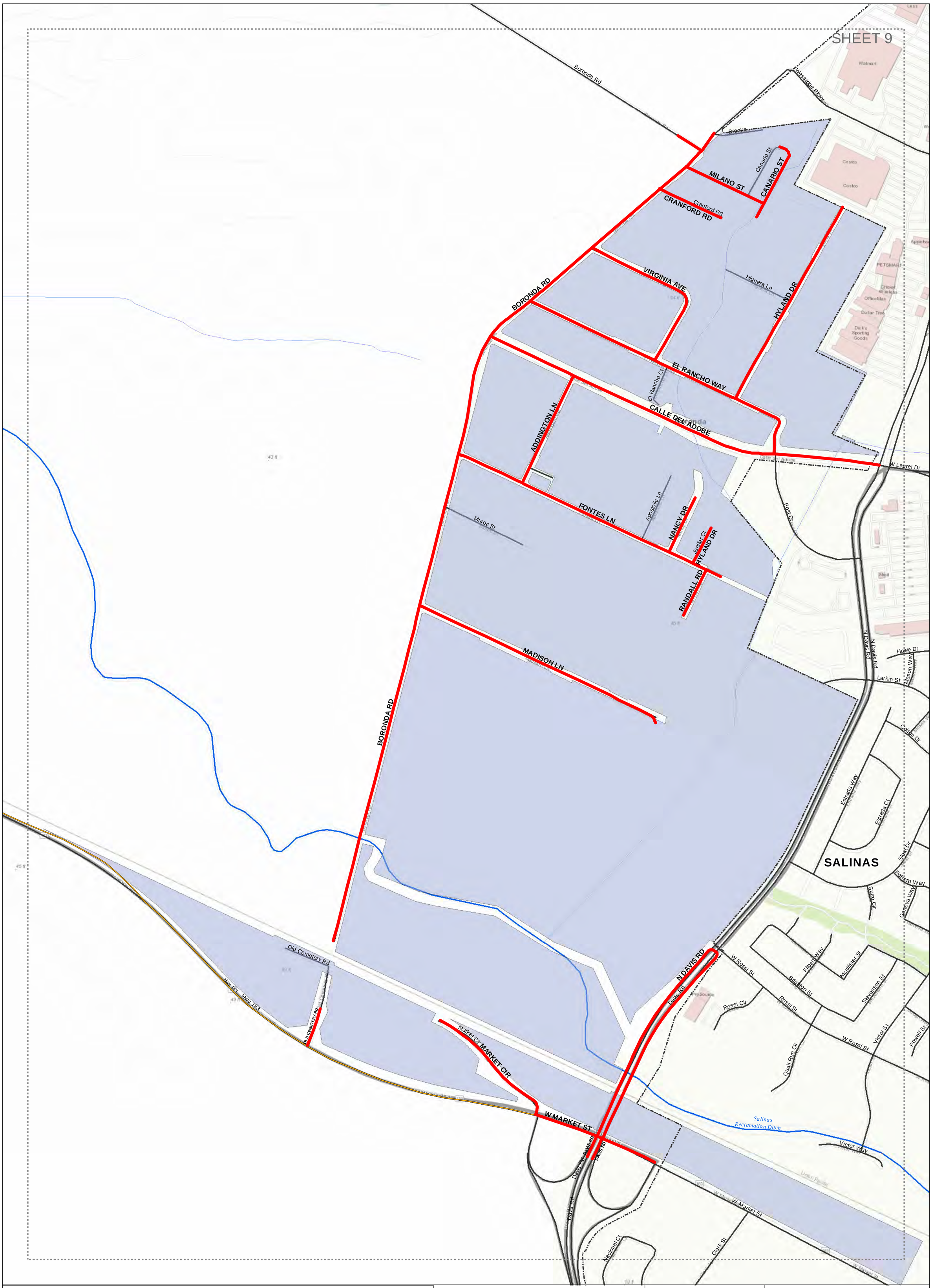
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0 420 840 1,680 Feet

Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

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Street Sweeping

County of Monterey, CA

NPDES Municipal General Permit Element X

SHEET 9 OF 17

Boronda District 2

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

N
W E
S

SCALE: 1:3,600

0 175 350 700 Feet

Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

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SHEET 10

RESERVATION RD

INTERGARRISON RD

MARINA

SEASIDE

STREET SWEEPING

COUNTY OF MONTEREY, CA

NPDES MUNICIPAL GENERAL PERMIT ELEMENT X

SHEET 10 OF 17

EAST GARRISON DISTRICT 4

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

N E S W

SCALE: 1:8,040

0 390 780 1,560 Feet

Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

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SHEET 11

SHEET 12

SALINAS

HARKINS RD

BLANCO RD

HUNTER LN

W BLANCO RD

DAVIS RD

HITCHCOCK RD

STREET SWEEPING

COUNTY OF MONTEREY, CA

NPDES MUNICIPAL GENERAL PERMIT ELEMENT X

SHEET 11 OF 17

SOUTH SALINAS
DISTRICT 3 & 4

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

N E S W

SCALE: 1:7,200

0 350 700 1,400 Feet

Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

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SHEET 11

SHEET 12

SHEET 13

Street Sweeping

County of Monterey, CA

NPDES Municipal General Permit Element X

SHEET 12 OF 17

River Road
District 5

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

N
W E
S

SCALE: 1:9,600

0 470 940 1,880 Feet

Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

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Street Sweeping

County of Monterey, CA

NPDES Municipal General Permit Element X

SHEET 13 OF 17

Toro
District 5

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

N W E S

SCALE: 1:13,200

0 625 1,250 2,500 Feet

Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

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SHEET 14

MONTEREY

STREET SWEEPING

COUNTY OF MONTEREY, CA

NPDES MUNICIPAL GENERAL PERMIT ELEMENT X

SHEET 14 OF 17

MONTEREY
DISTRICT 5

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

N
W E
S

SCALE: 1:3,240

0 155 310 620 Feet

Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

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SHEET 15

SHEET 16

STREET SWEEPING

COUNTY OF MONTEREY, CA

NPDES MUNICIPAL GENERAL PERMIT ELEMENT X

SHEET 15 OF 17

CARMEL
DISTRICT 5

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

N
W E
S

SCALE: 1:7,560

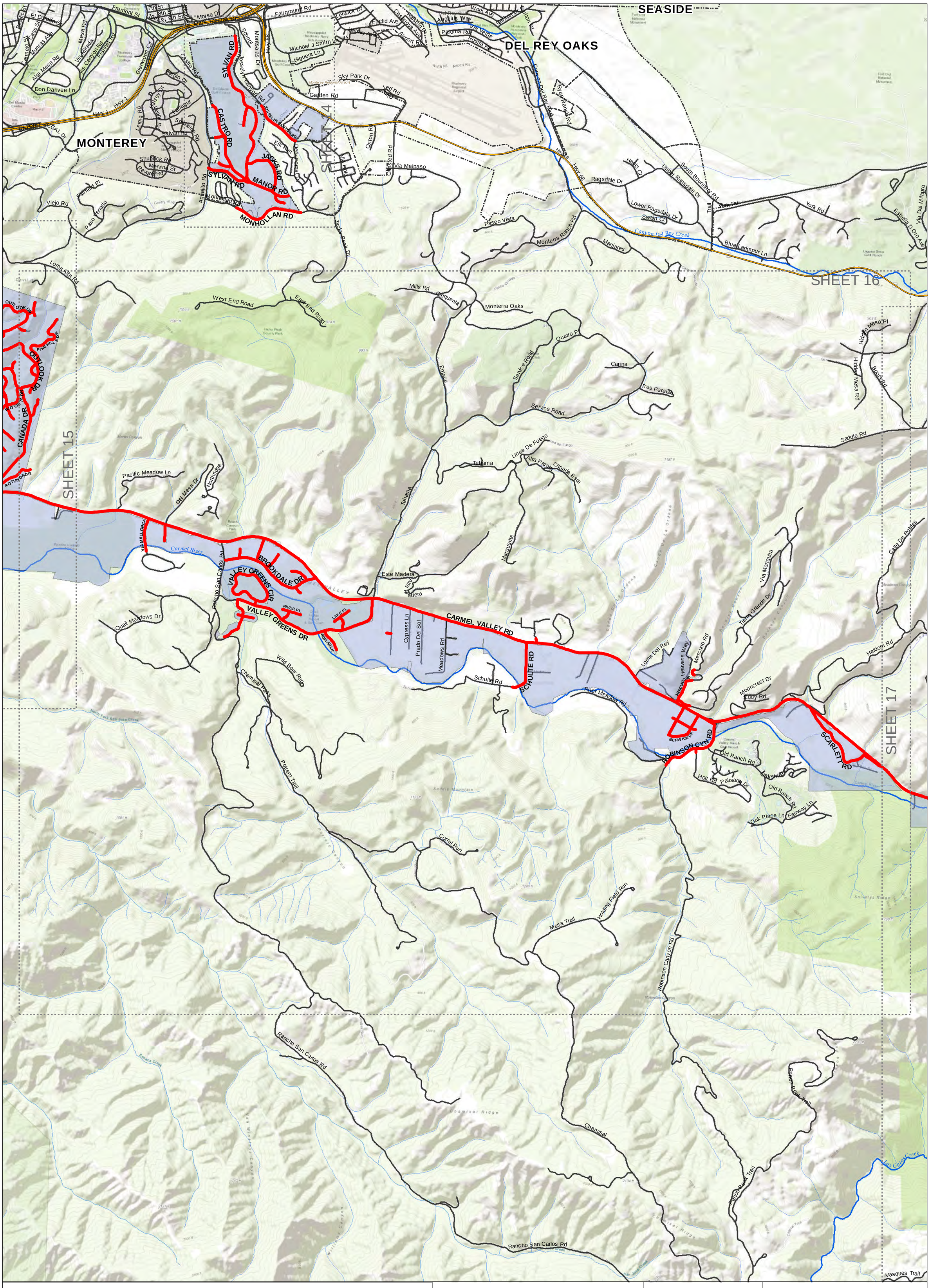
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Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

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Street Sweeping

County of Monterey, CA

NPDES Municipal General Permit Element X

SHEET 16 OF 17

Carmel
District 5

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

N
W E
S

SCALE: 1:19,200

0 900 1,800 3,600 Feet

Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

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SHEET 16
SHEET 17
SHEET 13

STREET SWEEPING

COUNTY OF MONTEREY, CA

NPDES MUNICIPAL GENERAL PERMIT ELEMENT X

SHEET 17 OF 17

CARMEL
DISTRICT 5

LEGEND

- Street Sweeping Roads
- Highway
- City Limits
- Community Service District
- MS4 Permit Boundary
- Road
- Rivers and Streams

N
W E
S

SCALE: 1:22,080

0 1,050 2,100 4,200 Feet

Monterey County
Department of Public Works,
Facilities and Parks

DRAFT
Map Created: 2/10/2021

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Monterey County Street Sweeping In Supervisory District 2			
Street Name	**From**	**To**	**Miles**
ACORN CIR	WEST END	WILLOW OAK RD	0.02
ADDINGTON LN	FONTES LN	CALLE DEL ADOBE	0.16
AGATE CIR	JASPER WAY	EAST END	0.033
ALLEN ST	PIERI CT	MOSS LANDING RD	0.115
ALLISON RD	RAILROAD AVE	SAN JUAN RD	0.4
ALP CIR	SOUTH END	BELLINZONA AVE	0.028
AMARAL RD	ELKHORN RD	AMARAL RD	0.452
ARCHER RD	DEL MONTE FARMS RD	CASTROVILLE BLVD	0.576
ARRIBA WAY	CUESTA WAY	BORROMEO DR	0.126
ARROWLEAF TRAIL	CHARTER OAK BLVD	NORTH END	0.264
ASCONA WAY	WEST END	BELLINZONA WAY	0.028
ASSISI WAY	RALPH LN	DAMIAN WAY	0.397
ASSOCIATED LN	WEST END	SALINAS RD	0.091
AUGUSTA CIR	AUGUSTA DR	EAST END	0.037
AUGUSTA CT	AUGUSTA DR	EAST END	0.075
AUGUSTA DR	AUGUSTA CIR	AUGUSTA CIR	0.297
AVILA RD	DOLAN RD	DOLAN RD	0.337
BAUMANN RD	BAUMANN RD	HILLCREST RD	0.109
BAY FARMS RD	BAYHILL RD	BAYHILL RD	0.465
BAYHILL RD	BAY FARMS RD	HILLCREST RD	0.11
BAYVIEW RD	1500 FT E	1500 FT E	0.527
BELLINZONA AVE	ALP CIR	ALP CIR	0.327
BELLINZONA WAY	ASCONA WAY	CORNWALL ST	0.073
BERRY RD	BLOHM RD	EAST END	0.443
BERTA CANYON RD	BERTA CANYON CT	BERTA CANYON CT	1.219
BISHOP ST	BROOKLYN ST	BROOKLYN ST	0.119
BLACK OAK PL	WEST END	CANYON OAK RD	0.08
BLACKIE RD	12300 FT E	12300 FT E	3.69
BLEVINS WAY	AXTELL ST	NORTH END	0.058
BLUE OAK PL	CANYON OAK RD	EAST END	0.035
BLUESTEM PATH	CHARTER OAK BLVD	NORTH END	0.137
BOLING RD	LAS LOMAS DR	EAST END	0.29
BOLLENBACHER DR	PENZANCE ST	PINGREE WAY	0.22
BORONDA RD	ALISO RD	2500 FT N	1.829
BORROMEO DR	ARRIBA WAY	ARRIBA WAY	0.239
BRENTWOOD CT	TUSTIN RD	PRIVATE	0.162
BROME TRAIL	CHARTER OAK BLVD	NORTH END	0.079
BROOKGRASS PL	CHARTER OAK BLVD	NORTH END	0.114
BROOKLYN ST	BISHOP ST	SAN JUAN RD	0.19
BUR OAK PL	HOLLY OAK WAY	EAST END	0.025
CALLE DEL ADOBE	ADDINGTON LN	ADDINGTON LN	0.56
CANARIO ST	SOUTH END	NORTH END	0.111
CANYON OAK RD	BLUE OAK PL	BLACK OAK PL	0.465
CARPENTERIA RD	SAN JUAN RD	WILDA WAY	0.028
CASTROVILLE BLVD	2200 FT E	2200 FT E	3.719

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Monterey County Street Sweeping In Supervisory District 2			
Street Name	**From**	**To**	**Miles**
CATHEDRAL OAK RD	CHARTER OAK BLVD	CANYON OAK RD	0.264
CAYETANO ST	FLORENCE AVE	FLORENCE AVE	0.149
CENTURY OAK RD	CHARTER OAK BLVD	OAK HILLS DR	0.212
CHARTER OAK BLVD	ARROWLEAF TRAIL	ARROWLEAF TRAIL	1.963
CHESTER DR	MELVA AVE	EAST END	0.276
CLAUSEN RD	LAS LOMAS DR	EAST END	0.298
CLOVER TRAIL	SOUTH END	CHARTER OAK BLVD	0.112
COCKLEBUR CT	CHARTER OAK BLVD	CHARTER OAK BLVD	0.07
COKER RD	PESANTE RD	FALCON WAY	0.192
COLONIAL PL	RYE CT	CHARTER OAK BLVD	0.066
COOPER ST	BLEVINS WAY	MCDOUGALL ST	0.05
COREY RD	PRIVATE	SAN JUAN RD	0.482
CORNWALL ST	BELLINZONA AVE	ENGLAND AVE	0.328
CORTO SAN MIGUEL RD	SAN MIGUEL CANYON RD	NORTH END	0.148
COUNTRY MEADOWS RD	DAMIAN WAY	MEADOW RIDGE RD	0.655
CRANFORD RD	BORONDA RD	EAST END	0.092
CRAZY HORSE CANYON RD	1900 FT N	1900 FT N	3.797
CRAZY HORSE RD	OLD STAGE RD	SAN JUAN GRADE RD	0.303
CROSS RD	CUNHA LN	CUNHA LN	0.711
CYPRESS CIR	OAK ST	EAST END	0.051
CYPRESS ST	PALM ST	OAK ST	0.147
DAMIAN WAY	ASSISI WAY	HARRISON RD	0.384
DEL MONTE AVE	MERRITT ST	BLACKIE RD	0.034
DEL MONTE FARMS RD	1800 FT E	1800 FT E	1.521
DENNER RD	PAUL AVE	SAN JUAN GRADE RD	0.097
DESMOND RD	DE CARLI LN	DE CARLI LN	0.373
DEXTER DR	NORMAN WAY	NORMAN WAY	0.183
DOLAN RD	2000 FT E	2000 FT E	1.699
DOT AVE	LANGLEY CANYON RD	LANGLEY CT	0.059
DUNBARTON RD	1780 FT N	1780 FT N	0.886
DYER RD	MERIDIAN RD	NORTH END	0.301
EASTON RD	SOUTH END	ELKHORN RD	0.014
ECHO VALLEY RD	1700 FT E	1700 FT E	2.914
EL RANCHO WAY	BORONDA RD	CALLE DEL ADOBE	0.419
ELKHORN RD	2000 FT N	2000 FT N	6.722
ELSA ST	WEST END	GONDA ST	0.057
EMPIRE RD	WEST END	ELKHORN RD	0.209
ENGLAND AVE	CORNWALL ST	PAUL AVE	0.181
FALLEN LEAF LN	FARMHILL LN	FARMHILL LN	0.329
FIESTA WAY	WEST END	BORROMEO DR	0.044
FLORENCE AVE	BISHOP ST	BISHOP ST	0.141
FLORENCE ST	JONATHAN ST	CAYETANO ST	0.024
FONTES LN	ADDINGTON LN	ADDINGTON LN	0.389
FOXTAIL PL	SOUTH END	CHARTER OAK BLVD	0.037
FREMONT ST	WEST END	SALINAS RD	0.126

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Monterey County Street Sweeping In Supervisory District 2			
Street Name	**From**	**To**	**Miles**
FRUITLAND AVE	HERITAGE CIR	HERITAGE CIR	0.32
GAIL CT	VIERRA KNOLLS DR	NORTH END	0.04
GARIN RD	2500 FT N	2500 FT N	1.014
GEIL ST	WASHINGTON ST	MEAD ST	0.035
GELIMINI WAY	WEST END	LOCARNO WAY	0.031
GONDA ST	ELSA ST	ELSA ST	0.155
GREEN OAK PL	WEST END	S CENTURY OAK RD	0.099
GREGORY RD	SOUTH END	OVERPASS RD	0.167
HALL RD	1400 FT E	1400 FT E	1.968
HARO ST	SOUTH END	MERRITT ST	0.141
HARRINGTON RD	SILL RD	TURN EAST	0.377
HARRISON RD	2000 FT S	2000 FT S	1.915
HEBERT RD	HEBERT RD	MIDDLEFIELD RD	0.468
HIDDEN VALLEY RD	2500 FT E	2500 FT E	2.891
HILLCREST RD	BAUMANN RD	BAYHILL RD	0.617
HOLLY OAK WAY	BUR OAK PL	BUR OAK PL	0.131
HUDSON LANDING RD	1500 FT N	1500 FT N	1.386
HYLAND DR	EL RANCHO WAY	HIGUERA LN	0.35
JADE CIR	SOUTH END	PENZANCE ST	0.029
JADE DR	PENZANCE ST	ROGGE RD	0.179
JASPER WAY	AGATE CIR	AGATE CIR	0.196
JOHNSON RD	LIVE OAK RD	HALL RD	0.981
JONATHAN ST	FLORENCE AVE	SALINAS RD	0.138
KAREN DR	TUSTIN RD	LEON DR	0.27
KELTON DR	CORNWALL ST	CORNWALL ST	0.248
KENTS CT	RAILROAD AVE	NORTH END	0.072
KING RD	SOUTH END	PESANTE RD	0.247
KIRBY RD	WEST END	ELKHORN RD	0.159
LAGUNA PL	PIERI CT	NORTH END	0.326
LAGUNITA RD	SAN JUAN GRADE RD	MIDDLEFIELD RD	0.144
LAKE VIEW DR	HORIZON WAY	SAGE CT	0.139
LAKEVIEW DR	SAGE CT	PARADISE RD	0.239
LANGLEY CANYON RD	DOT AVE	DOT AVE	1.486
LANGLEY CT	DOT AVE	DOT AVE	0.163
LAS LOMAS DR	BOLING RD	BOLING RD	1.436
LEON DR	RANDOLPH RD	KAREN DR	0.321
LEWIS RD	2300 FT E	2300 FT E	0.891
LINDA VISTA PL	WEST END	MORO RD	0.171
LIVE OAK RD	BETTY WAY	BETTY WAY	0.95
LOCARNO WAY	BELLINZONA AVE	GELIMINI WAY	0.181
MADISON LN	BORONDA RD	EAST END	0.358
MADRAS PL	SOUTH END	CHARTER OAK BLVD	0.051
MAHER CT	MAHER RD	PRIVATE EAST	0.389
MAHER RD	1600 FT N	1600 FT N	2.872
MALLORY CANYON RD	1800 FT N	1800 FT N	0.935

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Monterey County Street Sweeping In Supervisory District 2			
Street Name	From	To	Miles
MANZANITA CIR	CASTROVILLE BLVD	CASTROVILLE BLVD	0.334
MARKET CIR	WEST END	W MARKET ST	0.189
MARTINES RD	WEST END	HARRISON RD	0.422
MATTERHORN PL	VIERRA CANYON RD	NORTH END	0.325
MAUL OAK PL	SOUTH END	CHARTER OAK BLVD	0.083
MCDOUGALL ST	WASHINGTON ST	MEAD ST	0.035
MCGINNIS RD	LIVE OAK RD	JOHNSON RD	0.25
MCGUFFIE RD	SOUTH END	MCGUFFIESPUR	0.374
MEAD ST	TEMBLADERA ST	MERRITT ST	0.037
MEADOW OAK PL	WEST END	S CENTURY OAK RD	0.102
MEADOW RIDGE RD	COUNTRY MEADOWS RD	PRIVATE	0.185
MEADOW WAY	FRUITLAND AVE	EAST END	0.121
MEDBURY DR	PENZANCE ST	NORTH END	0.108
MELVA AVE	CHESTER DR	LANGLEY CANYON RD	0.094
MERIDIAN RD	1770 FT E	1770 FT E	2.708
MERIDIAN SPUR	WEST END	PRUNEDALE SOUTH RD	0.158
MERRITT ST	BLACKIE RD	COOPER ST	0.46
MESA OAK WAY	WEST END	OAK HILLS DR	0.1
MESSICK RD	SOUTH END	NORTH END	0.187
MIDDLEFIELD RD	LAGUNITA RD	HEBERT RD	0.752
MILANO ST	BORONDA RD	CANARIO ST	0.116
MILLER RD	SILL RD	OVERPASS RD	0.339
MIMOSA PATH	SOUTH END	CHARTER OAK BLVD	0.06
MORO RD	1878 FT E	1878 FT E	1.989
MOSS LANDING RD	ALLEN ST	ALLEN ST	0.753
MOSSY OAK PL	WEST END	CANYON OAK RD	0.137
N DAVIS RD	END OF BRIDGE	END OF BRIDGE	0.605
NANCY DR	FONTES LN	NORTH END	0.081
NATIVIDAD RD	SOUTH END	1400 FT N	0.121
NEWLYN ST	PAUL AVE	SAN JUAN GRADE RD	0.098
NORMAN WAY	DEXTER DR	DEXTER DR	0.393
OAK HILLS DR	CENTURY OAK RD	CENTURY OAK RD	0.709
OAK RD	BERTA CANYON RD	BERRY RD	0.321
OAK ST	CYPRESS CIR	CYPRESS CIR	0.056
OLD CEMETERY RD	SOUTH END	PRIVATE	0.052
OLD STAGE RD	10000 FT N	10000 FT N	4.041
ONYX CT	WEST END	PENZANCE ST	0.082
OPAL CT	JASPER WAY	EAST END	0.03
ORACLE OAK PL	SCARLET OAK PL	CHARTER OAK BLVD	0.118
ORCHARD LN	WEST END	EAST END	0.319
ORMART RD	DEL MONTE FARMS RD	DEL MONTE FARMS RD	0.442
OSBORN RD	ELKHORN RD	NORTH END	0.101
OVERPASS RD	GREGORY RD	GREGORY RD	0.314
PALM ST	CYPRESS ST	CYPRESS ST	0.037
PAMPAS PATH PATH	SOUTH END	CHARTER OAK BLVD	0.071

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Monterey County Street Sweeping In Supervisory District 2			
Street Name	**From**	**To**	**Miles**
PARADISE RD	2500 FT N	2500 FT N	2.941
PAUL AVE	CORNWALL ST	CORNWALL ST	0.517
PENZANCE ST	BOLLENBACHER DR	BOLLENBACHER DR	0.568
PESANTE RD	AVENIDA LOS ALTOS	AVENIDA LOS ALTOS	2.617
PIERI CT	ALLEN ST	ALLEN ST	0.237
PIN OAK PL	CANYON OAK RD	EAST END	0.026
PINEHURST LN	TAM OSHANTER DR	AUGUSTA DR	0.147
PINGREE WAY	PENZANCE ST	BOLLENBACHER DR	0.192
POA WAY	TREFOIL PL	SANDBUR PL	0.063
POLLOCK LN	PESANTE RD	NORTH END	0.381
POMBER ST	WASHINGTON ST	MEAD ST	0.034
PORTER DR	SAN JUAN RD	NORTH END	0.246
POTRERO RD	ALLEN ST	ALLEN ST	0.25
PRUNEDALE NORTH RD	COUNTRYSIDE CT	COUNTRYSIDE CT	0.961
PRUNEDALE SOUTH RD	2000 FT N	2000 FT N	1.054
RAILROAD AVE	KENTS CT	ALLISON RD	0.7
RALPH LN	ASSISI WAY	ASSISI WAY	0.497
RANDALL RD	SOUTH END	FONTES LN	0.069
RED OAK PL	SOUTH END	CHARTER OAK BLVD	0.027
REESE CIR	COUNTRY MEADOWS RD	BLACKIE RD	0.567
ROBERTA PL	SOUTH END	VIA LINDA	0.016
ROGGE RD	BOLLENBACHER DR	BOLLENBACHER DR	0.524
RUSSELL RD	HARRISON RD	PAUL AVE	0.889
RUSSO RD	DOLAN RD	ELKHORN RD	0.436
RYE CT	WEST END	COLONIAL PL	0.032
S CENTURY OAK RD	CHARTER OAK BLVD	CHARTER OAK BLVD	0.269
SAGE CT	LAKEVIEW DR	NORTH END	0.087
SALINAS RD	ASSOCIATED LN	1300 FT N	2.268
SALINAS RIVER STATE BEACH	WEST END	LAGUNA PL	0.219
SAN JUAN GRADE RD	10000 FT N	10000 FT N	7.908
SAN JUAN RD	1500 FT E	1500 FT E	4.432
SAN MIGUEL CANYON RD	APRICOT LN	APRICOT LN	5.131
SANDBUR PL	BLUESTEM PATH	NORTH END	0.161
SANDHOLDT RD	BASS WAY	BASS WAY	0.605
SCARLET OAK PL	WEST END	ORACLE OAK PL	0.055
SECONDO WAY	FRUITLAND AVE	EAST END	0.134
SEYMOUR ST	WASHINGTON ST	MEAD ST	0.04
SILK OAK PL	CANYON OAK RD	EAST END	0.042
SILL RD	HALL RD	HARRINGTON RD	0.857
SLEEPY HOLLOW LN	PRIVATE	FALLEN LEAF LN	0.099
SPRING POINT RD	2500 FT E	2500 FT E	0.535
SPRING RD	HUDSON LANDING RD	NORTH END	0.355
ST MORITZ WAY	LOCARNO WAY	BELLINZONA AVE	0.119
STENDER AVE	SALINAS RD	EAST END	0.104
STIRLING RD	MIDDLEFIELD RD	EAST END	0.209

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Monterey County Street Sweeping In Supervisory District 2			
Street Name	**From**	**To**	**Miles**
STRAWBERRY RD	2250 FT EAST	2250 FT EAST	3.327
SUNNY WAY	FRUITLAND AVE	EAST END	0.069
SUSAN ST	SAN JUAN RD	NORTH END	0.12
TAM OSHANTER DR	AUGUSTA DR	AUGUSTA DR	0.216
TAN OAK WAY	S CENTURY OAK RD	NORTH END	0.032
TARPEY RD	2500 FT E	2500 FT E	1.301
TEMBLADERA ST	COOPER ST	SANCHEZ ST	0.04
THOMAS RD	EMMANUEL CT	EMMANUEL CT	0.31
TICINO CIR	WEST END	BELLINZONA AVE	0.058
TIMOTHY PATH	SOUTH END	CHARTER OAK BLVD	0.085
TOPAZ WAY	JADE DR	EAST END	0.029
TREFOIL PL	CHARTER OAK BLVD	NORTH END	0.198
TREVITHAL ST	PAUL AVE	SAN JUAN GRADE RD	0.097
TUCKER RD	2500 FT E	2500 FT E	1.067
TUSTIN RD	1800 FT N	1800 FT N	1.957
VALLE PACIFICO RD	JOSHUA DR	JOSHUA DR	0.628
VALLEY OAK WAY	SOUTH END	CHARTER OAK BLVD	0.13
VALLEY RD	HILLCREST RD	EAST END	0.667
VERDE DR	LAKEVIEW DR	NORTH END	0.094
VERDE WAY	FRUITLAND AVE	EAST END	0.085
VIA DEL SOL RD	ECHO VALLEY RD	NORTH END	0.45
VIA LINDA	COOPER ST	BLEVINS WAY	0.113
VIERRA CANYON RD	MATTERHORN PL	MATTERHORN PL	2.276
VIERRA KNOLLS DR	GAIL CT	EAST END	0.152
VIRGINIA AVE	BORONDA RD	EL RANCHO WAY	0.241
VISTA DR	1500 FT N	1500 FT N	0.596
W MARKET ST	DAVIS RD	DAVIS RD	0.174
WALKER VALLEY RD	1500 FT S	1500 FT S	1.327
WASHINGTON ST	GEIL ST	GEIL ST	0.269
WAUGH RD	ELKHORN RD	EAST END	0.007
WELLS RD	HUDSON LANDING RD	NORTH END	0.241
WERNER RD	PRIVATE	ELKHORN RD	0.218
WESTRIDGE PKWY	BORONDA RD	NORTH END	0.029
WHITE RD	WEST END	EAST END	0.096
WILD HORSE RD	WILD HORSE CT	CRAZY HORSE CANYON RD	0.047
WILLOW OAK RD	ACORN CIR	ACORN CIR	0.155
WILLOW RD	BERRY RD	HALL RD	0.174
WILMA DR	SOUTH END	LEON DR	0.037
Total for District 2			**145.185**
Note: Data obtained using ArcMap and best available County GIS data.			

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Monterey County Street Sweeping In Supervisory District 4			
Street Name	**From**	**To**	**Miles**
7TH AVE	7TH PL	COL OWEN DURHAM ST	0.342
8TH AVE	GIGLING RD	COL OWEN DURHAM ST	0.174
ABRAMS DR	PRIVATE	NORTH END	0.036
BLANCO RD	WEST END	EAST END	1.088
COL OWEN DURHAM ST	7TH AVE	8TH AVE	0.148
DAVIS RD	1400 FT N	1700 FT N	0.811
HARKINS RD	1500 FT N	1500 FT N	0.597
HITCHCOCK RD	2500 FT E	2500 FT E	1.844
HUNTER LN	2500 FT E	2500 FT E	1.551
INTERGARRISON RD	ABRAMS DR	SCHOONOVER DR	0.446
PANZIERA RD	RESERVATION RD	GRAVEL	0.263
RESERVATION RD	2300 FT E	2300 FT E	3.24
W BLANCO RD	1900 FT E	1900 FT E	0.79
Total for District 4:			**11.33**
Note: Data obtained using ArcMap and best available County GIS data.			

Monterey County Street Sweeping in Supervisory District 3			
Street Name	From	To	Miles
ALISAL RD	0111 OLD STAGE RD	BARDIN RD	0.734
HARKINS RD	5TH STREET	SALINAS CITY LIMIT	1.403
HARRIS RD	SPRECKELS BLVD	URL.3m E/RAILROAD AVE	0.484
HUNGER LN	HARKINS RD	STATE HIGHWAY 68	1.551
SPRECKELS BLVD	STATE HIGHWAY 68	SPRECKELS AVE	0.344
Total for District 3			4.516

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Monterey County Street Sweeping In Supervisory District 5			
Street Name	**From**	**To**	**Miles**
14TH AVE	CAMINO REAL	15TH AVE	0.295
15TH AVE	14TH AVE	14TH AVE	0.365
16TH AVE	CAMINO REAL	CAMINO REAL	0.316
17TH AVE	RIO AVE	CARMELO ST	0.088
17TH DR	OLLASON	NORTH END	0.387
1ST AVE	LINCOLN ST	DOLORES ST	0.053
3RD AVE	HATTON RD	EAST END	0.13
4TH AVE	RANDALL WAY	HATTON RD	0.072
5TH AVE	WEST END	RANDALL WAY	0.048
7TH PL	SOUTH END	7TH AVE	0.027
A EL CUENCO	CAMINO DE TRAVESIA	EAST END	0.14
A EL RIO	EL POTRERO	EL POTRERO	0.066
ALISO RD	BORONDA RD	NORTH END	0.171
ALLEN PL	WEST END	RANDALL WAY	0.046
ALTA AVE	DOLORES ST	CAMINO DEL MONTE	0.173
ANZA CIR	SOUTH END	ANZA DR	0.023
ANZA DR	ANZA CIR	ANZA CIR	0.422
ARRIBA DEL MUNDO DR	ARROYO TRAIL	ARROYO TRAIL	0.342
ARROYO TRAIL	CARMEL KNOLLS DR	ARRIBA DEL MUNDO DR	0.222
ASPEN PL	FISHER DR	EAST END	0.037
ATHERTON DR	LAZARRO DR	EAST END	0.616
AVENIDA PRINCIPAL	CUESTA VERDE	CORRAL DE TIERRA RD	0.502
BALDWIN PL	FLANDERS DR	EAST END	0.042
BALFOUR LN	WEST END	PORTOLA DR	0.044
BARBARA WAY	WEST END	COUNTRY CLUB DR	0.064
BAY VIEW AVE	INSPIRATION AVE	INSPIRATION AVE	0.251
BERRA WAY	WEST END	PORTOLA DR	0.058
BERRY DR	BUENA LN	BUENA LN	0.32
BERWICK DR	CENTER ST	CARMEL VALLEY RD	0.298
BIRCH PL	RIO RD	NORTH END	0.085
BONITA WAY	BROOKDALE DR	NORTH END	0.066
BRAVO CT	TORERO DR	NORTH END	0.039
BRAVO PL	SOUTH END	TORERO DR	0.107
BROOKDALE DR	BONITA WAY	BONITA WAY	0.749
BUENA LN	BERRY DR	EAST END	0.081
BUENA VISTA DEL RIO	WEST END	CALLE DE LOS OSITOS	0.289
CABRILLO ST	CARPENTER ST	PICO AVE	0.145
CALERA CANYON RD	10000 FT N	ROBLEY RD	0.121
CALLE DE LA VENTANA	CALLE DE LOS AGRINEMSORS	CALLE DE LOS AGRINEMSORS	0.391
CALLE DE LOS AGRINEMSORS	2500 FT N	CALLE DE LA VENTANA	0.774
CALLE DE LOS AGUILAS	SOUTH END	UPPER CIRCLE	0.075
CALLE DE LOS OSITOS	BUENA VISTA DEL RIO	BUENA VISTA DEL RIO	0.405
CALLE DE QUIEN SABE	EL HEMMORRO	PUNTA DEL MONTE	0.252
CALLE LA CRUZ	RIBERA RD	NORTH END	0.06

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Monterey County Street Sweeping In Supervisory District 5			
Street Name	**From**	**To**	**Miles**
CAMINO DE TRAVESIA	A EL CUENCO	A EL CUENCO	0.748
CAMINO DEL MONTE	CAMINO DEL MONTE	CARPENTER ST	0.589
CAMINO REAL	14TH AVE	14TH AVE	0.263
CAMP STEFFANI RD	WAWONA RD	CARMEL VALLEY RD	0.116
CANADA CT	WEST END	CANADA LN	0.187
CANADA DR	1500 FT E	1500 FT E	0.944
CANADA LN	CANADA CT	NORTH END	0.064
CANADA VALLEY DR	CANADA DR	NORTH END	0.137
CANADA WAY	BROOKDALE DR	CARMEL VALLEY RD	0.171
CANYON DR	FLANDERS DR	EAST END	0.098
CAPOTE DR	DAVENRICH ST	DAVENRICH ST	0.31
CARMEL HILLS DR	FLANDERS DR	FLANDERS DR	0.409
CARMEL KNOLLS DR	ARROYO TRAIL	ARROYO TRAIL	0.915
CARMEL RANCHO BLVD	CARMEL RANCHO LN	CARMEL RANCHO LN	0.385
CARMEL VALLEY RD	1600 FT W	1600 FT W	14.918
CARMELO ST	14TH AVE	14TH AVE	0.431
CARPENTER ST	CABRILLO ST	CABRILLO ST	0.414
CASTRO CT	WEST END	CASTRO RD	0.096
CASTRO LN	DOLORES ST	GUADALUPE ST	0.09
CASTRO RD	CASTRO CT	CASTRO CT	0.609
CASTRO WAY	WEST END	CASTRO RD	0.068
CAVA CIR	WEST END	REDDING DR	0.053
CENTER ST	BERWICK DR	BERWICK DR	0.294
CHAMBERS LN	CENTER ST	CARMEL VALLEY RD	0.027
CHIQUITO PL	WEST END	RIO VISTA DR	0.074
COLETA DR	PORTOLA DR	MANOLETE DR	0.148
CORDOBA CT	CORDOBA DR	NORTH END	0.031
CORDOBA DR	CORDOBA PL	CORDOBA PL	0.101
CORDOBA PL	SOUTH END	CORDOBA DR	0.057
CORRAL DE TIERRA RD	1500 FT S	1500 FT S	3.013
CORRAL DE TIERRA TER	WEST END	CORRAL DE TIERRA RD	0.227
CORTE BARRANCO	WEST END	PASEO BARRANCO	0.07
CORTE LINDO	WEST END	PASEO BARRANCO	0.161
COUNTRY CLUB DR	BARBARA WAY	BARBARA WAY	1.312
COUNTRY CLUB WAY	WEST END	COUNTRY CLUB DR	0.068
CREEKSIDE TER	OLD RESERVATION RD	PORTOLA DR	0.145
CRESTVIEW CIR	SOUTH END	HANDLEY DR	0.06
CUESTA VERDE	AVENIDA PRINCIPAL	AVENIDA PRINCIPAL	0.418
CUESTA WAY	ARRIBA WAY	ARRIBA WAY	0.252
DARCIE LN	WEST END	PORTOLA DR	0.074
DAVENRICH ST	CAPOTE DR SOUTH	MONTERA DR	0.48
DE AMARAL RD	MARQUARD RD	EAST END	0.309
DE EL RIO	ESQUILINE RD	ESQUILINE RD	0.152
DE LOS HELECHOS	WEST END	ESQUILINE RD	0.269

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Monterey County Street Sweeping In Supervisory District 5			
Street Name	**From**	**To**	**Miles**
DEER MEADOW PL	LAUREL DR	EAST END	0.062
DELFINO PL	CARMEL VALLEY RD	PILOT RD	0.095
DICHRO DR	SOUTH END	MESA DR	0.034
DOLORES ST	1ST AVE	ALTA AVE	0.379
DORRIS DR	BERWICK DR	CARMEL VALLEY RD	0.23
DOUGHERTY CT	WEST END	DOUGHERTY PL	0.023
DOUGHERTY PL	CARMEL KNOLLS DR	CARMEL KNOLLS DR	0.164
E GARZAS RD	SOUTH END	BORONDA RD	0.423
EDGEFIELD PL	OUTLOOK DR	EAST END	0.199
EL CAMINITO RD	2300 FT N	2300 FT N	2.072
EL ECHO RD	CALLE DE LA VENTANA	EAST END	0.058
EL HEMMORRO	CALLE DE LOS AGRINEMSORS	CALLE DE QUIEN SABE	0.245
EL PAJARO	WEST END	CALLE DE LOS OSITOS	0.049
EL POTRERO	A EL RIO (SOUTH)	A EL RIO (NORTH)	0.347
EL RIO WAY	ESQUILINE RD	EL POTRERO	0.11
EMILY LN	WEST END	WILLIAMS RANCH RD	0.033
ENCINA DR	MIRAMONTE RD	NORTH END	0.317
ENOS DR	BERRY DR	PRADO LN	0.489
ESPADA DR	MULETA DR	MULETA DR	0.297
ESPANA CT	FRANCISCAN WAY	EAST END	0.076
ESQUILINE RD	CALLE DE LOS OSITOS	CALLE DE LOS OSITOS	0.868
ESTOQUE PL	ORTEGA DR	EAST END	0.108
FAIRWAY PL	VALLEY KNOLL RD	EAST END	0.114
FERDINAND CT	WEST END	FERDINAND DR	0.047
FERDINAND DR	FERDINAND CT	FERDINAND CT	0.223
FISHER DR	ASPEN PL	ASPEN PL	0.165
FISHER PL	FISHER DR	EAST END	0.119
FLANDERS DR	BALDWIN PL	BALDWIN PL	0.758
FLANDERS PL	SOUTH END	MORSE DR	0.135
FLIGHT RD	CARMEL VALLEY RD	HOLMAN RD	0.376
FORD RD	EL CAMINITO RD	CARMEL VALLEY RD	1.062
FRANCISCAN CIR	WEST END	FRANCISCAN WAY	0.034
FRANCISCAN CT	WEST END	FRANCISCAN WAY	0.028
FRANCISCAN WAY	ESPANA CT	ANZA DR	0.335
GLEN PL	SOUTH END	BROOKDALE DR	0.056
GREENFIELD PL	OUTLOOK DR	EAST END	0.118
GUADALUPE ST	CAMINO DEL MONTE	CAMINO DEL MONTE	0.359
GUIDOTTI CT	CORDOBA DR	NORTH END	0.02
GUIDOTTI DR	MULETA DR	CORDOBA DR	0.209
GUIDOTTI PL	SOUTH END	MULETA DR	0.061
HACIENDA PL	SOUTH END	RIO VISTA DR	0.118
HANDLEY DR	HANDLEY DR	HANDLEY DR	0.192
HARPER CANYON RD	RIMROCK CANYON RD	PRIVATE	0.811
HATTON RD	3RD AVE	3RD AVE	1.202

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Monterey County Street Sweeping In Supervisory District 5			
Street Name	**From**	**To**	**Miles**
HIGH MEADOW DR	SUMMIT FIELD RD	OUTLOOK DR	0.355
HILLCREST CIR	CUESTA WAY	NORTH END	0.029
HILLTOP PL	INSPIRATION AVE	SAN ANTONIO AVE	0.076
HILLTOWN RD	RESERVATION RD	NORTH END	0.264
HITCHCOCK CYN RD	1800 FT E	1800 FT E	0.688
HOLMAN RD	CARMEL VALLEY RD	FLIGHT RD	0.324
HOLT RD	PALISADE DR	ROBINSON CYN RD	0.03
HORIZON WAY	WEST END	COUNTRY CLUB DR	0.044
INSPIRATION AVE	HILLTOP PL	BAY VIEW AVE	0.168
ISABELLA AVE	16TH AVE	16TH AVE	0.242
JACKS RD	MANOR RD	SYLVAN RD	0.403
JET LN	DEER MEADOW PL	JET LN	0.423
JOSSELYN CANYON RD	SOUTH END	OAK CREST	0.36
JUNIPERO ST	SOUTH END	ALTA AVE	0.035
KNOLL LN	SOUTH END	OUTLOOK DR	0.055
LAGUNA ROBLES	ESQUILINE RD	ESQUILINE RD	0.381
LAKE PL	LAKE PL	EAST END	0.232
LAS PALMAS PKWY	MEADOW SONG WAY	MEADOW SONG WAY	0.135
LASUEN DR	DOLORES ST	NORTH END	0.186
LAUREL DR	CARMEL VALLEY RD	DEER MEADOW PL	0.639
LAUREL LN	WEST END	PINE CANYON RD	0.056
LAURELES GRADE	2000 FT N	2000 FT N	3.275
LAZARRO DR	ATHERTON DR	ATHERTON DR	0.381
LILAC LN	FORD RD	POPPY RD	0.283
LINCOLN ST	SOUTH END	1ST AVE	0.089
LIVE OAK LN	WEST END	RANCHO RD	0.14
LIVE OAK WAY	WEST END	PINE CANYON RD	0.05
LOMA LN	SOUTH END	COUNTRY CLUB DR	0.033
LOS ARBOLES RD	CARMEL VALLEY RD	EL CAMINO ESTRADA	0.031
LOS ROBLES DR	LAURELES GRADE	MIRAMONTE RD	0.672
LOWER TRAIL	UPPER TRAIL	UPPER TRAIL	0.237
LUPIN LN	EL CAMINITO RD	FORD RD	0.314
MANOLETE DR	COLETA DR	COLETA DR	0.153
MANOR PL	SOUTH END	MANOR RD	0.103
MANOR RD	JACKS RD	EAST END	0.399
MANZANITA WAY	WILDWOOD WAY	MESA RD	0.131
MARGUERITA WAY	RIO VISTA DR	EAST END	0.152
MARIPOSA CT	RIBERA RD	EAST END	0.026
MARQUARD RD	DE AMARAL RD	DE AMARAL RD	0.176
MARTIN RD	WEST END	HATTON RD	0.269
MARTIN WAY	BAY VIEW AVE	BAY VIEW AVE	0.087
MEADOW PL	PANETTA RD	NORTH END	0.078
MERCURIO RD	MERCURIO RD	2500 FT N	0.246
MERRILL WAY	EL CAMINITO RD	NORTH END	0.072

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Monterey County Street Sweeping In Supervisory District 5			
Street Name	**From**	**To**	**Miles**
MESA DEL SOL	CORRAL DE TIERRA RD	EAST END	0.031
MESA DR	ATHERTON DR	ATHERTON DR	1.042
MESA PL	LAZARRO DR	MESA DR	0.133
MESA RD	MANZANITA WAY	MANZANITA WAY	0.241
MIDDLE CYN RD	RANCHO RD	PRIVATE	0.46
MIDDLE CYN WAY	WEST END	RANCHO RD	0.076
MIRAMONTE RD	1500 FT E	1500 FT E	1.147
MISSION FIELDS RD	RIO RD	OLIVER RD	0.285
MONHOLLAN RD	2000 FT E	2000 FT E	0.519
MONTE VERDE ST	15TH AVE	15TH AVE	0.215
MONTERA CT	MONTERA DR	EAST END	0.046
MONTERA DR	DAVENRICH ST	DAVENRICH ST	0.184
MONTERA PL	MONTERA DR	EAST END	0.059
MORSE DR	FLANDERS DR	FLANDERS DR	0.334
MOUNTAIN VIEW AVE	HATTON RD	EAST END	0.137
MULETA DR	GUIDOTTI DR	ESPADA DR	0.113
MULETA PL	MULETA DR	NORTH END	0.051
N DORIS WATSON PL	OCEAN AVE	CARMEL HILLS DR	0.02
NIDO WAY	WEST END	COUNTRY CLUB DR	0.061
NINA CT	BERRY DR	EAST END	0.067
OAK PL	MESA DR	EAST END	0.08
OCEAN AVE	HATTON RD	HATTON RD	0.202
OCEAN VIEW AVE	BAY VIEW AVE	BAY VIEW AVE	0.317
OLIVER RD	FISHER DR	EAST END	0.411
ORDONEZ DR	PORTOLA DR	TORERO DR	0.206
ORTEGA DR	PORTOLA DR	ESTOQUE PL	0.255
OUTLOOK CT	OUTLOOK DR	NORTH END	0.118
OUTLOOK DR	CANADA DR	GREENFIELD PL	1.782
OUTLOOK LN	OUTLOOK DR	EAST END	0.038
OUTLOOK PL	SOUTH END	OUTLOOK CT	0.028
OUTLOOK TER	OUTLOOK DR	EAST END	0.067
PABLO PL	SOUTH END	COUNTRY CLUB DR	0.061
PALOU DR	WEST END	PORTOLA DR	0.1
PANCHO WAY	BROOKDALE DR	NORTH END	0.131
PANETTA RD	MEADOW PL	CARMEL VALLEY RD	0.393
PARTRIDGE PL	WEST END	CARMEL KNOLLS DR	0.032
PASEO BARRANCO	CORTE BARRANCO	AVENIDA PRINCIPAL	0.396
PASEO CUARTO	ACCESS RD	PASEO DE VAQUEROS	0.185
PASEO DE VAQUEROS	ACCESS RD	PASEO CUARTO	0.328
PASEO HERMOSO	PASEO PRIMERO	PASEO PRIMERO	0.585
PASEO PRIMERO	PASEO HERMOSO	PASEO DE VAQUEROS	0.094
PASEO ROBLES	BROOKDALE DR	NORTH END	0.136
PASEO SEGUNDO	PASEO HERMOSO	PASEO DE VAQUEROS	0.095
PASEO TERCERO	PASEO HERMOSO	PASEO DE VAQUEROS	0.105

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Monterey County Street Sweeping In Supervisory District 5			
Street Name	**From**	**To**	**Miles**
PASEO TERRANO	1500 FT S	1500 FT S	0.861
PASEO VERDE	WEST END	HARPER CANYON RD	0.352
PASO CRESTA	PASO HONDO	PASO HONDO	0.326
PASO DEL RIO	VIA LAS ENCINAS	NORTH END	0.198
PASO HONDO	CARMEL VALLEY RD	NORTH END	1.014
PASO MEDIANO	PASO HONDO	PASO HONDO	0.169
PESCADERO RD	2000 FT N	2000 FT N	0.737
PHELPS WAY	CARMEL VALLEY RD	NORTH END	0.045
PICADOR DR	MANOLETE DR	MANOLETE DR	0.206
PICO AVE	GUADALUPE ST	CABRILLO ST	0.139
PIEDRAS BLANCAS	PUNTA DEL MONTE	EAST END	0.293
PILOT RD	CARMEL VALLEY RD	DELFINO PL	0.213
PINE CANYON RD	1800 FT N	1800 FT N	1.804
PINE HILLS DR	OUTLOOK DR	NORTH END	0.651
PINETREE LN	SOUTH END	CARMEL VALLEY RD	0.227
POPLAR LN	SOUTH END	VALLEY GREENS DR	0.165
POPPY RD	FLIGHT RD	HOLMAN RD	0.402
PORTOLA DR	ANZA DR	ANZA DR	3.067
PORTOLA RD	CAMINO DEL MONTE	PESCADERO RD	0.238
PRADERA RD	ARRIBA WAY	ARRIBA WAY	0.306
PRADO LN	BERRY DR	EAST END	0.157
PUNTA DEL MONTE	CAMINO DE TRAVESIA	CALLE DE QUIEN SABE	0.292
PURTON LN	CENTER ST	CARMEL VALLEY RD	0.027
RANCHITO DEL RIO CT	SOUTH END	RANCHITO DEL RIO DR	0.078
RANCHITO DEL RIO DR	RANCHITO DEL RIO CT	RANCHITO DEL RIO CT	0.758
RANCHITO DR	RANCHITO DEL RIO DR	RIVER RD	0.195
RANCHO FIESTA RD	1900 FT W	1900 FT W	0.737
RANCHO RD	CARMEL VALLEY RD	LIVE OAK LN	0.787
RANDALL WAY	5TH AVE	4TH AVE	0.175
REDDING CIR	SOUTH END	REDDING DR	0.096
REDDING DR	CAVA CIR	CAVA CIR	0.801
REDWOOD AVE	SOUTH END	CAMP STEFFANI RD	0.071
RIBERA RD	CALLE LA CRUZ	CALLE LA CRUZ	0.71
RIDGE WAY	WEST END	COUNTRY CLUB DR	0.123
RING LN	LOS ROBLES DR	MIRAMONTE RD	0.365
RIO AVE	17TH AVE	16TH AVE	0.114
RIO RD	ATHERTON DR	BIRCH PL	0.908
RIO VISTA DR	CANADA DR	CANADA DR	0.976
RIVER CT	WEST END	RIVER RD	0.066
RIVER PARK PL	SOUTH END	16TH AVE	0.048
RIVER PL	RIVER PL	EAST END	0.216
RIVER RD	1500 FT N	1500 FT N	3.058
RIVERSIDE PL	SYCAMORE PL	NORTH END	0.032
RIVERSIDE WAY	WEST END	SYCAMORE PL	0.065

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Monterey County Street Sweeping In Supervisory District 5			
Street Name	**From**	**To**	**Miles**
ROBINSON CYN RD	21500 FT N	CARMEL VALLEY RD	0.602
ROBLEY RD	1800 FT S	1800 FT S	1.823
ROTUNDA DR	RIO VISTA DR	EAST END	0.286
ROW PL	FLANDERS DR	EAST END	0.056
RYAN PL	CARMEL KNOLLS DR	EAST END	0.075
S CARMEL HILLS DR	MORSE DR	MORSE DR	0.342
SALSIPUEDES RD	ESQUILINE RD	NORTH END	0.086
SAN ANTONIO AVE	14TH AVE	14TH AVE	0.255
SAN BENANCIO RD	4600 FT N	1600 FT W	0.739
SAN CARLOS ST	SOUTH END	ALTA AVE	0.084
SAN LUCAS RD	PORTOLA RD	PORTOLA RD	0.132
SAN LUIS AVE	EAST END	EAST END	0.585
SAN MARCUS RD	PESCADERO RD	SAN JUAN RD	0.176
SAN MATEO AVE	SAN LUIS AVE	SAN LUIS AVE	0.264
SAN PEDRO LN	SAN LUIS AVE	SAN LUIS AVE	0.304
SANTA FE ST	PICO AVE	CAMINO DEL MONTE	0.091
SANTA LUCIA AVE	BAY VIEW AVE	CAMINO REAL	0.268
SANTA RITA ST	PICO AVE	PICO AVE	0.212
SCARLETT RD	2000 FT N	2000 FT N	0.766
SCENIC RD	CARMELO ST	EAST END	0.913
SCHULTE RD	PRIVATE	CARMEL VALLEY RD	0.387
SECA PL	1600 FT N	1600 FT N	0.606
SEGUNDO DR	RIO VISTA DR	EAST END	0.391
SERRA AVE	CABRILLO ST	CABRILLO ST	0.285
SHAFTER WAY	MOUNTAIN VIEW AVE	HATTON RD	0.286
SHARON LN	WEST END	PORTOLA DR	0.062
SOUTHBANK RD	2500 FT N	2500 FT N	0.918
STEWART PL	CARMEL HILLS DR	EAST END	0.149
STEWART WAY	OCEAN VIEW AVE	INSPIRATION AVE	0.099
STORY RD	FORD RD	NORTH END	0.061
SUMMIT FIELD RD	SOUTH END	HIGH MEADOW DR	0.118
SYCAMORE PL	MISSION FIELDS RD	EAST END	0.174
SYLVAN PL	SOUTH END	SYLVAN RD	0.141
SYLVAN RD	1500 FT N	1500 FT N	1.445
TARA CT	TARA DR	EAST END	0.074
TARA DR	AZURE CREST CT	AZURE CREST CT	0.832
TARA PL	WEST END	TARA DR	0.106
TAYLOR RD	ATHERTON DR	ATHERTON DR	0.342
TIERRA GRANDE DR	CARMEL VALLEY RD	CAROL PL	0.125
TIERRA SPUR	1600 FT N	CORRAL DE TIERRA RD	0.314
TOLANDO TRAIL	RIO VISTA DR	EAST END	0.204
TOREADOR DR	PORTOLA DR	EAST END	0.124
TORERO CT	SOUTH END	TORERO DR	0.052
TORERO DR	BRAVO CT	BRAVO CT	0.207

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Monterey County Street Sweeping In Supervisory District 5			
Street Name	**From**	**To**	**Miles**
TORO HILLS AVE	TORO HILLS DR	PORTOLA DR	0.209
TORO HILLS CT	WEST END	TORO HILLS DR	0.142
TORO HILLS DR	SOUTH END	TORO HILLS AVE	0.46
TORO RD	5000 FT N	6500 FT N	0.252
TORRES ST	SOUTH END	CAMINO DEL MONTE	0.049
TOYON WAY	LAUREL DR	EAST END	0.365
TREVIS WAY	ATHERTON DR	ATHERTON DR	0.302
UPPER CIRCLE	CALLE DE LOS AGUILAS	ESQUILINE RD (EAST)	0.274
UPPER TRAIL	CARPENTER ST	LOWER TRAIL	0.436
VALLEY GREENS CIR	1900 FT N (EAST LOOP)	1900 FT N (WEST LOOP)	0.792
VALLEY GREENS DR	LAKE PL	CARMEL VALLEY RD	1.196
VALLEY KNOLL RD	FAIRWAY PL	FAIRWAY PL	0.346
VALLEY PL	CARMEL HILLS DR	EAST END	0.093
VALLEY VIEW AVE	15TH AVE	15TH AVE	0.298
VALLEY VISTA RD	CARMEL VALLEY RD	NORTH END	0.187
VALLEY WAY	CARPENTER ST	CARPENTER ST	0.259
VEREDA DEL PORTAL	CORRAL DE TIERRA RD	PRIVATE	0.183
VERONICA DR	FERDINAND DR	FERDINAND DR	0.424
VIA CARMELITA	WEST END	S CARMEL HILLS DR	0.034
VIA CONTENTA	CARMEL VALLEY RD	EL CAMINITO RD	0.597
VIA ESPANA	FRANCISCAN WAY	ESPANA CT	0.081
VIA LAS ENCINAS	PASO DEL RIO	PASO DEL RIO	0.341
VIA MALLORCA	HACIENDA CARMEL	CARMEL VALLEY RD	0.241
VIA MAR MONTE	HIGH MEADOW DR	HIGH MEADOW DR	0.207
VIA MARGARITA	WEST END	S CARMEL HILLS DR	0.039
VIA MILPITAS	SOUTH END	EL CAMINITO RD	0.259
VIA PETRA	SOUTH END	CARMEL VALLEY RD	0.118
VIA POCA	W GARZAS RD	EAST END	0.035
VIA PORTOLA	WEST END	S CARMEL HILLS DR	0.035
VIA RIVIERA	WEST END	S CARMEL HILLS DR	0.044
VILLAGE DR	CENTER ST	CARMEL VALLEY RD	0.292
VILLAGE LN	VILLAGE DR	NORTH END	0.076
VIRGINIA WAY	WEST END	VIA CONTENTA	0.032
VISTA DEL PINOS	WEST END	ARRIBA DEL MUNDO DR	0.102
W GARZAS RD	BORONDA RD	NORTH END	0.483
WALKER AVE	CAMINO REAL	MONTE VERDE ST	0.102
WARD PL	FLANDERS DR	EAST END	0.109
WAWONA RD	CAMP STEFFANI RD	NORTH END	0.106
WHITE OAK WAY	WEST END	RANCHO RD	0.073
WHITMAN CIR	FLANDERS DR	EAST END	0.17
WILDWOOD WAY	MANZANITA WAY	MANZANITA WAY	0.354
WILLOW PL	MISSION FIELDS RD	NORTH END	0.057
Total for District 5:			**124.205**
Note: Data obtained using ArcMap and best available County GIS data.			

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ATTACHMENT B – Special Events List

COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES, & PARKS DEPARTMENT
SPECIAL EVENTS/ENCROACHMENTS LIST

Event Date(s)	EVENT	LOCATION	ROUTE or ROAD NAME	COMMENT
January 1/TBD	Rio Grill's Resolution Run	Rio Road	Rio Rd, 8th Ave, Monto Verde, 14th Ave, SH-1	5K/10K Run - Shoulder area
February 1/TBD	Fort Ord Trail Run- Ordnanace 2020	Fort Ord National Monument & Lagune Seca Recreation Area		
April/June/July/Aug - TBD	Castroville Midnighter's Car Club	Castroville	Salinas Road from Merritt end of road @ shopping center	Car Show - temp road closure, lane open for emergency and property owners
April/TBD	Castroville Peace & Unity Rally	Castroville	Crane & Pomber Streets	Procession on shoulder area
April/TBD	Passion of Christ Procession	Castroville	McDougal; Preston; Pomber St	Procession on shoulder area
CANCELLED	Strawberry Fields Forever	Royal Oaks Park & County Roads	Various North County Roads	Bicycle Ride
End of April/TBD	Big Sur Marathon	SH-1	SH - 1 & portion of Rio Rd; Ribera Rd	Race/Marathon - Lane Closure
May/TBD	Castroville Artichoke Festival	Castroville	Various Castroville Streets	Parade/Festival - Temp Road Closure
May 2 - 3/TBD	Wildflower Triathlon Festival	South County	Interlake Rd, Nacimiento Lake Dr, Jolon Rd	Bicycle Ride/Marathon
May 3- May 24, 2021	Sea Otter Classic	Laguna Seca Raceway	Barloy Cyn Rd, Watkins Gate, Reservation Rd, Arroyo Seco Rd, Carmel Valley Rd, Laureles Grade Rd	Bike Ride - along various County roads
May 17/TBD	Cultural Exchange "Strawberry Fields Forever" Bike Ride	North County	Various North County Roads	Bicycle Ride
May 31/TBD	Aids/Life Cycle	North to South County	From Santa Cruz County line to North Monterey County roads	Bicycle Ride
June 21/TBD	Big Sur Intl Marathon - "Run in the Name of Love"	Carmel by the sea	Scenic Rd; San Carlos Rd	2k/5k run & walk - shoulder area
June 20/TBD	Carmel Valley Chamber of Commerce "Art & Wine Celebration"	Carmel Valley	Del Fino Pl	Fundraising event - Temporary Road Closure
July 4/TBD	Fourth of July Celebration	Spreckels	Various Spreckels streets	Parade - Temp Road Closures
July/TBD	Quail Lodge Motorcycle Gathering	Carmel Valley	Valley Greens Dr	Gathering; Temp Road Closure - detour provided
August 1/TBD	Salinas Valley Half Marathon	Greenfield area	Various County Roads	Half marathon race run - various County Roads
August 14/TBD	Quail Lodge Motor Sports Gathering	Carmel Valley	Valley Greens Dr	Gathering; Temp Road Closure - detour provided
September 12/TBD	Best Buddies International - Bike Ride	Carmel Valley	Carmel Valley Road, Carmel Rancho; Rio Rd exit to SH-1	Rolling closure, Bicycle ride
September 13/TBD	Capitola Man Triathlon	North County	From Santa Cruz County line to North Monterey County roads	Swim race; Bicycle ride
September 19/TBD	Surf City Aides Ride	North County	From Santa Cruz County line to North Monterey County roads	20 mi, 30 mi, 60 mi, 100 mi Bike ride
September 26/TBD	Big Sur "TRAIL MARATHON"	Old Coast Road	Old Coast Road @ Andrew Molera State Park	2K & 5K Amateur run; Rolling Road Closure
October 5/TBD	Carmel HS Foundation 2k/5k Run-Walk	Carmel Hills Dr area	Carmel Hills; Flanders, Morse Dr	Run-Walk; shoulder area "Lane Closure"
October 6-7/TBD	Ride 2 Recovery Bike Ride	North to South County	Various Roads	Bicycle Ride - various County Roads
October 17/TBD	Tent or Treat	Castroville Recreation Center	Various Castroville Streets	
October 31/TBD	Castroville's Pumpkin Row	Castroville, CA	Various Castroville Streets	
October 31/TBD	Halloween 2020	Randall Way in Carmel	Randall Way in Carmel	
December 18/TBD	Snow Day	Castroville Recreation Center	Various Castroville Streets	

Note: Due to COVID-19 events may be delayed, rescheduled, or cancelled.

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ATTACHMENT C – Sample Report

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Roads in Urbanized Areas

- County Maintained Roads
- Urbanized Areas
- Parcels

N
W E
S

0 0.075 0.15 0.3
Miles

RMA Environmental Services
Stormwater Program

Street Sweeping Requirements*

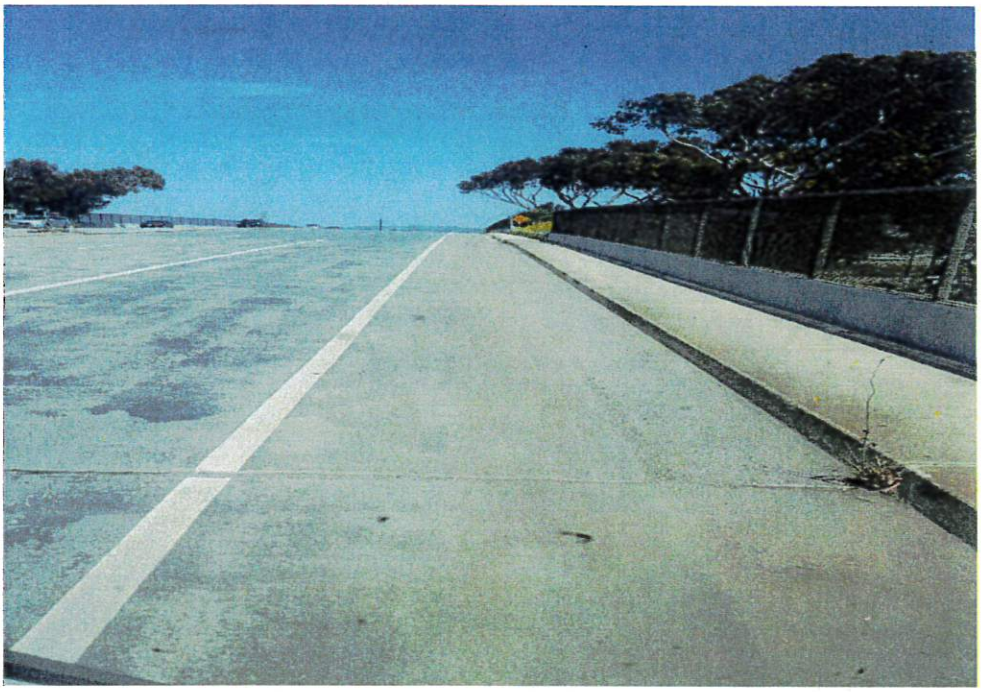
*County maintained roads within Urbanized Areas are required to be swept twice per year, once before and once after the rainy season.

2061

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BEFORE: Davis Rd. Bridge 5-1-2020 (SAMPLE)



AFTER: Davis Rd. Bridge 5-1-2020 (SAMPLE)

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SAMPLE-For submitting SWEEPING REPORT with INVOICE (FALL 2020)						
COMPANY NAME						
DATE	DISTRICT	ROAD NAME	FROM	TO	Mile Swept (MILES)	Material Collected(TONS)
5/2/2020	3	Alisal Rd.	0111 Old Stage Rd.	Bardin Rd.	0.734	1.89
5/2/2020	3	Harkins Rd.	5TH Street	Salinas City Limit	1.403	3.60
5/2/2020	3	Harris Rd.	Spreckels Blvd	URL.3mE/Rail Rd Ave	0.484	1.24
5/2/2020	3	Hunger Lane	Harkins Rd.	State Highway 68	1.551	3.98
5/2/2020	3	Spreckels Blvd.	State Highway 68	Spreckels Blvd.	0.344	0.88
TOTAL MILES					4.516	
TOTAL MATERIAL COLLECTED (TONS) DISTRICT 3						11.60
5/1/2020	4	7TH AVE	7TH PL	Col Owens Durham	0.342	0.39
5/1/2020	4	8TH AVE	Gigling Rd	Col Owens Durham	0.174	0.20
5/1/2020	4	ABRAMS DR	Private	ST Highway 68	0.036	0.04
5/1/2020	4	Blanco Rd	West End	East End	1.088	1.26
5/1/2020	4	Col Owens Durham	7TH AVE	8TH AVE	0.148	0.17
5/1/2020	4	Davis Rd *	1400 Ft. N	1700 Ft. N	0.811	0.94
5/1/2020	4	Harkins Rd	1500 Ft. E	1500 Ft. E	0.597	0.69
5/1/2020	4	Hitchcock Rd	2500 F. E	2500 Ft. E	1.844	2.13
5/1/2020	4	Hunter Lane	2500 Ft. E	2500 Ft. E	1.551	1.79
5/1/2020	4	Intergarrison Rd	ABRAMS DR	Schoonover Dr.	0.446	0.51
5/1/2020	4	Panziera Rd	Reservation Rd	Gravel	0.263	0.30
5/1/2020	4	Reservation Rd	2300 Ft. E	2300 Ft. E	3.24	3.74
5/1/2020	4	W Blanco Rd	1900 Ft. E	1900 Ft. E	0.79	0.91
TOTAL MILES					11.33	
TOTAL MATERIAL COLLECTED (TONS) DISTRICT 4						13.08

* See Sample Road PDF Picture Sample (BEFORE - AFTER) included on the report (See Note)

NOTE: These are just RANDOM STREET PICTURES proof areas being swept to complete a report

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EXHIBIT B – INCORPORATION OF RFP #10784 FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), ON-CALL & EMERGENCY STREET SWEEPING SERVICES, ISSUED JANUARY 21, 2021

The County invited submittals to Request for Proposals (RFP) #10784, NPDES, On-Call & Emergency Street Sweeping Services for the Department of Public Works, Facilities, & Parks (PWFP), issued January 21, 2021. Contract Sweeping Services, LLC submitted a responsive and responsible proposal to perform the services listed in the RFP.

The aforementioned RFP, Addendum No. 1, Addendum No. 2 and the proposal submitted by Contract Sweeping Services, LLC are hereby incorporated into the Agreement by this reference.

The aforementioned RFP, Addendum No. 1, Addendum No. 2 and the proposal submitted by Contract Sweeping Services, LLC are on file with PWFP.

ATTACHMENT D – SUMMARY OF STANDARD AGREEMENT AND ANNUAL EXPENDITURES AND BALANCE

SCA of CA, LLC
(Multi-Year Agreement (MYA) #3200*5629)

SA/ Amendment	Board of Supervisors / Contracts/Purchasing Approval	SA/Amendment Amount/Increase and Term/Extension	SA Total
SA	April 20, 2021 / April 21, 2021	Original Amount: $385,100 Original Term: April 1, 2021 to March 31, 2024	$385,100
Assignment and Assumption of Contract	N/A / May 24, 2022	No Increase No Term Extension Assigned SA to SCA of CA, LLC	$385,100
Amendment No. 1	Pending / Pending	Increase Amount by $184,414 Extend Term to March 31, 2025 Update NPDES Street Sweeping Pricing Schedule retroactive and effective April 1, 2021	$569,514

Fiscal Year (FY) (July 1 – June 30)	SA Beginning Balance	SA Additions	SA Expenditures	SA Ending Balance
FY 2020 – 2021 (SA Start Date: 4/1/21)	$385,100	$0	$23,464	$361,636
FY 2021 – 2022	$361,636	$0	$80,451	$281,185
FY 2022 – 2023	$281,185	$0	$118,237	$162,948
FY 2023 - 2024	$162,948	$184,414 (Pending BOS Approval)	$66,119 (through 11/17/23)	$96,829 (through 11/17/23)
Total	**N/A**	**$184,414 Pending BOS Approval**	**$288,271 (through 11/17/23)**	**N/A**

Note: Amounts have been rounded to the nearest dollar.

Introduced: 1/5/2024
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Addenda/Supplemental
Added Item No. 4.1 under Ceremonial Resolution

Attached Revised Board Report & Application to No. 5 Under Appointments

Revised Item No. 22 and Attached Revised Board Report under Scheduled Matters

22. ~~Consider providing direction to staff on potential amendments to outdoor commercial cannabis regulations contained in Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code~~
a. Consider amending the requirements for the Outdoor Commercial Cannabis Cultivation Pilot Program related to proof of prior cultivation;
b. Consider setting a limit for aggregate outdoor cultivation canopy under the Pilot Program;
c. Consider directing Housing and Community Development staff to amend Chapters 20.69 (Coastal) and 21.69 (Inland) of the Monterey County Code; and
d. Provide further direction as appropriate

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AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCA OF CA, LLC

THIS AMENDMENT NO. 1 to Standard Agreement No. A-15190 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and SCA of CA, LLC (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-15190 with County on April 21, 2021 (hereinafter, "Agreement") to provide street sweeping services (hereinafter, "services") as outlined in Request for Proposals (RFP) #10784 through March 31, 2024 for an amount not to exceed $385,100.16; and

WHEREAS, on February 23, 2022, Contract Sweeping Services, LLC and CONTRACTOR entered into an "Asset Purchase and Sale Agreement" which assigned Contract Sweeping Services, LLC's rights, title and interest in the April 1, 2021 Agreement between Contract Sweeping Services, LLC and County to CONTRACTOR; and

WHEREAS, on May 23, 2022 an "Assignment and Assumption of Contract" with an effective date retroactive to February 23, 2022 was executed by Contract Sweeping Services, LLC and CONTRACTOR to authorize the assignment of the April 1, 2021 Agreement from Contract Sweeping Services, LLC to CONTRACTOR pursuant to Section 15.06, Assignment and Subcontracting, of said April 1, 2021 Agreement; and

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties negotiated a new Pricing Schedule effective April 1, 2021 through the end of the initial term of the Agreement, requiring revision to the CONTRACTOR's National Pollutant Discharge Elimination System (NPDES) Street Sweeping Pricing Schedule table in paragraph B.1 of Section B, Payment Provisions within Exhibit A – Scope of Services/Payment Provisions of the Agreement; and

WHEREAS, the CONTRACTOR's NPDES Street Sweeping Pricing Schedule table in paragraph B.1 of Section B, Payment Provisions within Exhibit A – Scope of Services/Payment Provisions of the Agreement requires an update retroactive and effective April 1, 2021, in accordance with "Exhibit A-1 - Revised NPDES Street Sweeping Pricing Schedule", which is attached and incorporated by this reference; and

WHEREAS, the Parties agree that the Revised NPDES Street Sweeping Pricing Schedule in Exhibit A-1 of the Agreement remains valid through March 31, 2025; and

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WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to update provisions, to update the NPDES Street Sweeping Pricing Schedule retroactive and effective April 1, 2021, to extend the term for one (1) additional year to March 31, 2025, and to increase the amount by $184,413.59 for a total amount not to exceed $569,513.75 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, 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 $569,513.75.

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from April 1, 2021 to March 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-1, Revised NPDES Street Sweeping Pricing Schedule", retroactive and effective April 1, 2021.

4. Amend Section 11.01 of Paragraph 11.0, "Non-Discrimination", to read as follows:

   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.

5. Amend Paragraph 14.0, "Notices", to read as follows:

   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 address listed below:

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FOR COUNTY:	FOR CONTRACTOR:
Michael P. Trapani	Erin Boyts Quinn
Associate Water Resources Hydrologist	Secretary, Vice President
1441 Schilling Place, South 2nd Floor	4141 Rockside Road, Suite 100
Salinas, California 93901-4527	Cleveland, Ohio 44131
(831) 784-5983	(216) 777-2750

6. Amend Agreement to revise Paragraph 16.0, "Signature Page", to Paragraph 18.0, "Signature Page".

7. Amend Agreement to add Paragraph 16.0, "Compliance with Applicable Laws", as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (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.

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

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

8. Amend Agreement to add Paragraph 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

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17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in 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.

9. Amend the second paragraph of paragraph A.2.a. of Exhibit A – Scope of Services/Payment Provisions of Agreement, to read as follows:

Reports shall be submitted electronically and in Portable Document Format (PDF) on the first week of each month to:

County of Monterey
Department of Public Works, Facilities and Parks
Michael P. Trapani, Associate Water Resources Hydrologist
Email: trapanimp@co.monterey.ca.us
Phone: (831) 784-5983

Failure to provide reports may result in deduction and forfeit of One Hundred Dollars ($100.00) from payments due to CONTRACTOR for every day of the month the report is not received.

10. In all places within the Agreement, any reference to Public Works, Facilities, & Parks or Public Works, Parks, & Facilities is hereby replaced with Department of Public Works, Facilities and Parks.

11. In all places within the Agreement, any reference to County's email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@co.monterey.ca.us.

12. In all places within the Agreement, any reference to the Agreement's Multi-Year Agreement (MYA) number is deemed to be MYA 3200*5629.

13. In all places within the Agreement, any reference to Public Works, Facilities, & Parks or Public Works, Parks, & Facilities is hereby replaced with Department of Public Works, Facilities and Parks.

14. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

15. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

16. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY
Debra R. Wilson, Contracts/Purchasing Officer

By: _____

Its: _____
(Print Name and Title)

Date: _____

CONTRACTOR*
SCA of CA, LLC

By: DocuSigned by: Michael Latanza 3716ED37BD23475...

Its: Michael Latanza, Manager
(Print Name and Title)

Date: 12/5/2023

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Michael J. Whilden 0F98C5BE9B6F476...
Michael J. Whilden
Deputy County Counsel

Date: 12/14/2023 | 9:46 AM PST

By: DocuSigned by: Jonathan Sisler 39A5285F1CF546A...

Its: Jonathan Sisler, Manager
(Print Name and Title)

Date: 12/13/2023

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...

Its: Jennifer Forsyth, Auditor-Controller Analyst II
(Print Name and Title)

Date: 12/15/2023 | 12:54 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
David Bolton, Risk Manager

By: _____

Date: _____

*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.

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EXHIBIT A-1 - REVISED NPDES STREET SWEEPING PRICING SCHEDULE

PRICING SCHEDULE RETROACTIVE AND EFFECTIVE APRIL 1, 2021

Area	Miles	Spring 2021 *Sweeping* Cost per Mile	Spring 2021 *Signage* Cost per Mile	Spring 2021 Total Cost per Mile	Fall 2021 *Sweeping* Cost per Mile	Fall 2021 *Signage* Cost per Mile	Fall 2021 Total Cost per Mile	Spring 2022 *Sweeping* Cost per Mile	Spring 2022 *Signage* Cost per Mile	Spring 2022 Total Cost per Mile	Fall 2022 *Sweeping* Cost per Mile	Fall 2022 *Signage* Cost per Mile	Fall 2022 Total Cost per Mile	Spring 2023 *Sweeping* Cost per Mile	Spring 2023 *Signage* Cost per Mile	Spring 2023 Total Cost per Mile
District 2	145.1	$81.50	$69.47	$150.97	$81.50	$94.31	$175.81	$83.95	$109.15	$193.10	$83.95	$130.86	$214.81	$86.46	$143.20	$229.66
District 3	7.3	$81.50	$69.47	$150.97	$81.50	$94.31	$175.81	$83.95	$109.15	$193.10	$83.95	$130.86	$214.81	$86.46	$143.20	$229.66
District 4	11.3	$81.50	$69.47	$150.97	$81.50	$94.31	$175.81	$83.95	$109.15	$193.10	$83.95	$130.86	$214.81	$86.46	$143.20	$229.66
District 5	124.2	$81.50	$69.47	$150.97	$81.50	$94.31	$175.81	$83.95	$109.15	$193.10	$83.95	$130.86	$214.81	$86.46	$143.20	$229.66
Total	**287.9**	**$23,463.85**	**$20,000.00**	**$43,463.85**	**$23,463.88**	**$27,150.48**	**$50,614.36**	**$24,169.21**	**$31,424.00**	**$55,593.21**	**$24,169.21**	**$37,675.00**	**$61,844.21**	**$24,891.83**	**$41,227.42**	**$66,119.25**

PRICING SCHEDULE EFFECTIVE THROUGH MARCH 31, 2025

Area	Miles	Fall 2023 *Sweeping* Cost per Mile	Fall 2023 *Signage* Cost per Mile	Fall 2023 Total Cost per Mile	Spring 2024 *Sweeping* Cost per Mile	Spring 2024 *Signage* Cost per Mile	Spring 2024 Total Cost per Mile	Fall 2024 *Sweeping* Cost per Mile	Fall 2024 *Signage* Cost per Mile	Fall 2024 Total Cost per Mile	Spring 2025 *Sweeping* Cost per Mile	Spring 2025 *Signage* Cost per Mile	Spring 2025 Total Cost per Mile
District 2	145.1	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66
District 3	7.3	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66
District 4	11.3	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66
District 5	124.2	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66	$86.46	$143.20	$229.66
Total	**287.9**	**$24,891.83**	**$41,227.42**	**$66,119.25**	**$24,891.83**	**$41,227.42**	**$66,119.25**	**$24,891.83**	**$41,227.42**	**$66,119.25**	**$24,891.83**	**$41,227.42**	**$66,119.25**

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County of Monterey

Board Report

Legistar File Number: A 23-572

Item No.

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

January 09, 2024

Introduced: 12/15/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between Tix, Inc. and the County of Monterey to provide a web-based ticket system for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of January 1, 2022, through December 31, 2024 and increasing the amount not to exceed by $85,000 with an amended not to exceed total of $225,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between Tix, Inc. and the County of Monterey to provide a web-based ticket system for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of January 1, 2022 through December 31, 2024 and increasing the amount not to exceed by $85,000 with an amended not to exceed total of $225,000.

SUMMARY/DISCUSSION:
Tix, Inc. (Tix) was awarded a contract effective January 1, 2022, to provide an online and box office ticketing solution that provides WeatherTech® Raceway at Laguna Seca (WRLS) with an easy-to-use ticket sales program including marketing tools to promote future growth. Tix services have allowed the facility to offer online ticket sales and tracking for events at WRLS, and their customer service has been excellent. Both the County and Tix would like to continue the business relationship. All current services provided by Tix will continue with no price increase.

Staff requests the Board of Supervisors to approve and authorize the Monterey County Laguna Seca Representative to execute the proposed Amendment No. 1 to extend the Agreement Term through December 31, 2024, for a revised term of January 1, 2022, through December 31, 2024, and increasing the not to exceed sum by $85,000 with an amended not to exceed total of $225,000.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed Agreement as to form and fiscal provisions, respectively.

FINANCING:
The amended cost of the contracted services provided by Tix, Inc. is not to exceed $225,000.00 for the duration of the Agreement. The rest of the fees for the services to be incurred for the remainder of the term is part of the Fiscal Year 2023-2024 adopted budget in Fund 453, Unit 8579, Appropriation Unit PFP067, and will be included in the upcoming budget for Fiscal Year 2024-2025 for Laguna

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Seca Recreation Area, if needed, pending transition of the WRLS operations to the new Concession Agreement recently approved by the Board of Supervisors.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for:

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

Prepared by: Ryan Bell, Administration Operations Manager, (831) 755-8912
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

DocuSigned by:
Randell Ishii
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12/18/2023 | 8:57 AM PS

Attachment:
Attachment A - Standard Agreement with Tix, Inc.
Attachment B - Proposed Amendment No. 1
Attachment C - Summary of Agreement Annual Expenditures and Balance
(Attachments are on file with the Clerk of the Board)

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County of Monterey

Board Report

Legistar File Number: A 23-570

Item No.

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

January 09, 2024

Introduced: 12/13/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between NorCal Rental Group LLC dba Cresco Equipment Rentals and the County of Monterey for Golf Cart Rentals and Service for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of April 1, 2023 through December 31, 2024; and increasing the amount not to exceed by $160,000 with an amended not to exceed total of $325,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the Monterey County Laguna Seca Representative to execute Amendment No. 1 to the Standard Agreement between NorCal Rental Group LLC dba Cresco Equipment Rentals and the County of Monterey for Golf Cart Rentals and Service for WeatherTech® Raceway at Laguna Seca, extending the term through December 31, 2024, for a revised term of April 1, 2023 through December 31, 2024; and increasing the amount not to exceed by $160,000 with an amended not to exceed total of $325,000.

SUMMARY:
Founded in 1984 in Martinez, CA, NorCal Rental Group LLC dba Cresco Equipment Rentals (Cresco) delivers a comprehensive inventory of rentals and a knowledgeable staff properly trained in equipment maintenance and safety protocols. Currently, Cresco has 19 locations throughout Northern California.

The County executed a Standard Agreement (Agreement) with Cresco for the provision of golf cart rentals and service during events at WeatherTech® Raceway at Laguna Seca (WRLS) on April 17, 2023 (Attachment A). Cresco has provided services to WRLS since 2022. Cresco also provides onsite staff for any mechanical service needs that may arise during the rental period and will continue to supply and bill third-party customers for requested services during any event within the Laguna Seca Recreation Area facility during the term of this Agreement. Cresco will be 100% responsible for managing all third-party rentals and will obtain proof of insurance documentation on each third-party renter. The proposed Amendment No. 1 will extend the Agreement through December 31, 2024, and increase the not to exceed sum to $325,000.

Staff requests the Board of Supervisors to approve and authorize the Monterey County Laguna Seca Representative to execute the proposed Amendment No. 1 to the Agreement with Cresco, extending the Term from April 1, 2023, through December 31, 2024, and increase the not to exceed sum by $160,000 for a revised not to exceed sum of $325,000.

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OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed Agreement as to form and fiscal provisions, respectively.

FINANCING:
The amended cost of the contracted services provided by Cresco is not to exceed $325,000.00 for the extended duration of the Agreement. There are sufficient appropriations available in the PWFP Adopted Budget in Fiscal Year 2023-2024 (Fund 453, Unit 8579, Appropriation Unit PFP067) to cover the additional fees for FY2024. The balance is to be included in the upcoming budget for Fiscal Year 2024-2025 for Laguna Seca Recreation Area.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for Administration and Public Safety by providing necessary transportation carts for both administrative and emergency personnel during events where the carts provide ease of access and mobility around the facility.

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

Prepared by: Ryan Bell, Administration Operations Manager, (831) 755-8912
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

DocuSigned by:
Randell Ishii
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12/14/2023 | 9:33 AM P

Attachments:
Attachment A - Standard Agreement with Cresco, executed on April 17, 2023
Attachment B - Proposed Amendment No. 1
Attachment C - Summary of Agreement Annual Expenditures and Balance
(Attachments are on file with the Clerk of the Board)

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County of Monterey

Board Report

Legistar File Number: A 23-567

Item No.62

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

January 09, 2024

Introduced: 12/12/2023

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 2 to the Standard Agreement with San Miguel Garbage Co., Inc. to provide solid waste containers and solid waste and recycling collection services at Lake Nacimiento Resort, extending the term through February 25, 2029, for a revised term of February 26, 2019, to February 25, 2029; and increasing the amount not to exceed by $467,788 with an amended not to exceed total of $885,357; and,
b. Approve and authorize the County Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total amendments do not exceed 10% ($88,535) of the Agreement's not to exceed sum for an aggregate total not to exceed of $973,893 and does not significantly change the scope of work, subject to County Counsel approval.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 2 to the Standard Agreement with San Miguel Garbage Co., Inc. to provide solid waste containers and solid waste and recycling collection services at Lake Nacimiento Resort, extending the term through February 25, 2029, for a revised term of February 26, 2019, to February 25, 2029; and increasing the amount not to exceed by $467,788 with an amended not to exceed total of $885,357; and,
b. Approve and authorize the County Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total amendments do not exceed 10% ($88,535) of the Agreement's not to exceed sum for an aggregate total not to exceed of $973,893 and does not significantly change the scope of work, subject to County Counsel approval.

SUMMARY/DISCUSSION:

San Miguel Garbage Co., Inc. (San Miguel) is a solid waste/refuse removal and recycling contractor that has provided services in San Luis Obispo County for over fifty (50) years. It is a family owned and operated business offering a variety of state-of-the-art services including automated waste and recycling collection, green waste recycling programs, transfer and materials recovery, and storage box rentals.

The County executed a Standard Agreement (Agreement) with San Miguel for solid waste and recycling collection services at Lake Nacimiento Resort on March 1, 2019 (Attachment A) and Amendment No. 1 to increase the not to exceed amount on January 4, 2023 (Attachment B). County continues to need the services of San Miguel. Staff confirmed San Miguel remains the only provider serving the geographical area at Lake Nacimiento and there is no alternative service for refuse removal. The proposed Amendment No. 2 will extend the Agreement through February 25, 2029,

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and increase the not to exceed sum to $885,357 (Attachment C).

Staff requests the Board of Supervisors approve and authorize the Contracts/Purchasing Officer or designee to execute the proposed Amendment No. 2 to the Standard Agreement with San Miguel, extending the term from February 26, 2019 through February 25, 2029, and increase the not to exceed amount to $885,357; and approve and authorize the County Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total amendments do not exceed 10% ($88,535) of the Agreement's not to exceed sum for an aggregate total of $973,893.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved Amendment No. 2 as to form and legality and fiscal provisions, respectively.

FINANCING:
The amended total not to exceed amount of the Standard Agreement between the County and San Miguel Garbage Co., Inc. is $885,357, after considering total increase of $467,788 proposed on Amendment No. 2 for the extended agreement term.

There are sufficient appropriations available in the PWFP Adopted Budget in Fiscal Year (FY) 2024 for Lake Nacimiento Resort (Fund 452, Department 3200, Unit 8565, Appropriations Unit PFP060) to cover the additional fees for FY 2024. The proposed not to exceed amount of $467,788 is intended to allow services to continue in future fiscal years.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors' Strategic Initiatives as indicated below. Providing solid waste containers, and collection of solid waste and recycling generated from camping and use of the property is a required service.

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

Prepared by: Dona Luna, Management Analyst III, x5455
Prepared by: Nathan Merkle, Administrative Operations Manager
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

DocuSigned by:
Randell Ishii
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The following attachments are on file with the Clerk of the Board:
Attachment A - Standard Agreement with San Miguel Garbage
Attachment B - Amendment No. 1
Attachment C - Proposed Amendment No. 2
Attachment D - Summary of Agreement Annual Expenditures and Balance

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EVENT AGREEMENT

This Event Agreement between Ferrari North America, Inc., owner and operator of the Ferrari Challenge Series, to include Corse Clienti, (the "Series") with its principal place of business located at 250 Sylvan Ave., Englewood Cliffs, NJ 07632 and the County of Monterey (the "Promoter") with its principal place of business at 168 W. Alisal St., 3rd Floor, Salinas, CA 93901 is entered and is effective as of July 27, 2023. Series and Promoter may be referred to herein as "party", or collectively as the "parties."

RECITALS

WHEREAS Series is wanting to conduct a Sports Car Type Road Racing Event at WeatherTech Raceway Laguna Seca (the “Facility”) and

WHEREAS Promoter owns and/or controls the Facility and wishes to have Series conduct a road racing event (the “Event”), at the Facility.

WHEREAS Series is willing to conduct the Event in accordance with the terms and conditions of this Event Agreement along with the exhibits as set forth below and constituting the Agreement.

NOW, THEREFORE, Series and Promoter, in consideration of the mutual promises set forth below and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, agree as follows:

AGREEMENT

1. The Agreement. The Agreement shall consist of this Event Agreement and the following exhibits as though such exhibits were set herein in their entirety:

1. Exhibit A: Event Summary
2. Exhibit B: Series Obligations
3. Exhibit C: Sponsorship Obligations
4. Exhibit D: Promoter Obligations
5. Exhibit E: Advertising and Use of Registered Trademarks
6. Exhibit F: Insurance and Indemnification
7. Exhibit G: Approved Caterers
8. Exhibit H: Agreement Fee Breakdown

2. Obligations of the Parties. The parties agree to be bound by the obligations and responsibilities as set forth in this Agreement.

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3. Designation of Promoter Agent. In its discretion, the Promoter may designate an agent to act on behalf of the Promoter with respect to the obligations and responsibilities set forth in this Agreement.

1. Despite any election to designate an agent, the Promoter remains responsible for all final decisions, rights, and obligations under this Agreement.

2. The Promoter, in its sole discretion, may revoke any agency designation or replace its agent upon 60 days' notice as provided for herein.

4. Events of Default. For purposes of this Agreement, the following constitutes a "Default":

4.01 Failure of either party to abide by the terms and conditions of this Agreement.

2. Failure of either party to take such actions, or refrain from taking actions, as may reasonably be requested by the other party in accordance with this Agreement.

3. Any act, omission or condition expressly described in this Agreement as giving either party the right to terminate this Agreement or the sanction granted by this Agreement.

4. A change, material or otherwise, in the ownership, control or management of either party, unless otherwise expressly permitted by this Agreement or consented to in writing between the parties.

5. A statement by either party that it is not or will not be able to pay its debts as they become due; an application or agreement by either party for the appointment of a receiver or trustee in liquidation; a general assignment by either party for the benefit of creditors; the filing by either party of a voluntary petition in bankruptcy or a petition seeking reorganization or an arrangement of creditors under any bankruptcy law; the filing by another person or entity of a petition under any bankruptcy law that makes either party, or the adjudication of either party, a bankrupt under any bankruptcy law.

5. Termination

1. Notice of Termination by either party is effective as of the date the notice is received. Series may not cancel Event inside of 90-days prior to the event. Termination inside of 90-days will result in a loss of the full base Event fee unless cancelation is due to local, county, and/or state health official directives due to ongoing global health concerns. If Series cancels the event of their own volition within the 90-day period and without Promoter requirement, the Promoter will retain the full base Event fee paid to date.

2. Default Caused by Promoter: If there is a Default caused by Promoter, at its option Series may, by written notice to Promoter:

i) Terminate this Agreement or the sanction granted by this Agreement.

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ii) Require that the Promoter to hold harmless the Series, its Board, officers, agents, and employees from any loss resulting from Promoter's Default.

5.03 Default Caused by Series: If there is a Default caused by Series, at its option Promoter may, by written notice to Series:

i) Terminate this Agreement and withhold from any payments due under this Agreement.

ii) Require that the Series to hold harmless the Promoter, its Board, officers, agents, and employees from any loss resulting from Series' Default.

5.04 Promoter's Rights and Remedies Upon Termination:

i) Upon Termination, Series shall promptly comply with all monetary obligations that have accrued as of the effective date of termination.

ii) All other terms and conditions of this Agreement shall survive such termination.

iii) Nothing in this Article shall be construed to limit Promoter's other rights or remedies.

6. Indemnification.

1. Promoter shall indemnify and hold Series harmless from any and all claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, damages, and costs of any nature arising out of the negligent or improper act(s) of Promoter, the Event or this Agreement, except to the extent that such claim, allegation, demand, obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of Series.

2. Series shall indemnify and hold Promoter, its board, officers, agents, and employees harmless from any and all claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, rights, damages, and costs of any nature arising out of the negligent or improper act(s) of Series, except to the extent such claim, allegation, demand, obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of Promoter.

7. Notice. Unless otherwise permitted herein, notice required by the Agreement shall be given by overnight mail or other express service, postage prepaid, addressed as follows:

1. TO SERIES: Matthew Dusenberry, Series Manager, Ferrari North America, 250 Sylvan Ave., Englewood Cliffs, NJ 07632 with a copy to Gianfranco G Mitrione, Vice-President and General Counsel at the same address.

2. TO PROMOTER: Any notice required to be sent to the Promoter shall be addressed to the Promoter's agent as designated in Exhibit A with a copy to the Promoter

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addressed to County of Monterey, Ryan Bell, Parks Administrative Operations Manager (Laguna Seca), 1441 Schilling Place, 2nd Floor, Salinas, CA 93901.

i) Promoter Agent: John Narigi, President/GM, Laguna Seca Recreation Area, 1021 Monterey Salinas Highway, Salinas, CA 93908

7.03 Either party may change the person(s) or locations to which notice must be given pursuant to this Section, by providing written notice to the other party in accordance herewith.

8. Entire Agreement. This Agreement constitutes the entire agreement between Series and Promoter. All previous communications and negotiations between Series and Promoter, whether oral or written, not contained herein are hereby withdrawn and void.

9. Amendments. This Agreement may not be amended or modified except in writing and signed by both parties.

10. Assignment; No Joint Venture and Related Matters. A party may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, except as otherwise expressly permitted by this Agreement. The rights and obligations contained in this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement will be construed to place Series in the relationship of a partner or joint venture with Promoter. Neither party may or has power to obligate or bind the other party in any manner other than as expressly provided for in this Agreement.

11. Construction of Agreement. The Promoter and Series 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.

12. Authority. Any individual executing this Agreement on behalf of the Promoter or the Series 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.

13. Governing Law, Jurisdiction and Related Matters. This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements made and to be performed therein (without giving effect to the conflict of law provisions of such jurisdiction). With respect to any litigation, dispute(s) and/or claims between the parties regarding the Event and/or this Agreement, venue shall lie solely in Monterey County, CA, and all parties hereto consent to service of process by, and the personal and subject matter jurisdiction of, the California Superior Courts in and for Monterey County, California.

14. Force Majeure. Neither party shall be liable to the other for delay in the performance of this Agreement, or for any delay, shortening or cancellation of any race event ("Altered Event"), or for any damages suffered by such other party, to the extent any delay, Altered

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Event or nonperformance is due to causes beyond the control of the first party, including but not limited to, acts of God, war, terrorism, civil strife, conditions of serious threat to health or safety, rain, fire, strikes, boycotts or similar refusal to participate (included by Event participants), inclement or severe weather (including lightning strikes), power outages, pandemic or inability to obtain necessary labor or materials. In the event of Force Majeure, Series shall receive full compensation of fees paid, minus net reasonably incurred and verified hard costs of fulfillment at the date of the Altered Event.

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IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representative of each party, on the dates set forth below.

County of Monterey

BY:

Signature: _____

Ryan Bell, Parks Administrative Operations Manager (Laguna Seca)

Date: _____

Ferrari North America, Inc.

BY:

Signature: Matteo Torre (Nov 13, 2023 22:37 EST)

Print Name: Matteo Torre

Title: President

Date: Nov 13, 2023

Approved as to Form:

BY:

Signature: DocuSigned by: Michael Whilden 0F98C5BE956F476...

Michael Whilden
Deputy County Counsel

Leslie J. Girard

Chief Asst. County Counsel

Date: 11/30/2023 | 2:50 PM PST

Ferrari North America, Inc.

BY:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Fiscal Provisions:

Signature: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Auditor/Controller

Date: 12/1/2023 | 7:33 AM PST

Approved as to Liability Provisions:

Signature: DocuSigned by: David Bolton 68FDC263FF6243C...

Risk Management

Date: 12/1/2023 | 10:04 AM PST

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Exhibit A

EVENT SUMMARY

DESIGNATED PROMOTER AGENT:	A&D Narigi Consulting LLC 1021 Monterey Salinas Highway Salinas, CA 93908
FACILITY NAME:	WeatherTech Raceway Laguna Seca
EVENT NAME:	Ferrari Racing Days
SERIES:	Ferrari North America 250 Sylvan Avenue Englewood Cliffs, NJ 07632
AGREEMENT TERM: 2024	Tuesday, May 14, 2024 through Monday, May 20,
EVENT START TIME:	8:30 a.m. each day
EVENT END TIME:	5:30 p.m. each day
TIME LIMIT:	8:30 a.m. – 5:30 p.m. each day; minimum of five (5) minutes between sessions, minimum of thirty (30) minute break for lunch each day
DATE OF SPECTATOR EVENTS:	Friday, May 17, 2024, through Sunday, May 19, 2024
DELIVERIES:	Monday, May 13, 2024, 12 p.m. to 6 p.m. (Paddock/Interluxe Designated Space for Boneyard)
LOAD IN/SET-UP:	Tuesday, May 14, 2024, 6:30 a.m. to 6 p.m. (Paddock Load in, Hospitality setup, and track signage installation)
ACTIVE DAYS:	Wednesday, May 15, 2024, through Monday, May 20, 2024 • *Wednesday, May 15, 2024 – Ferrari Challenge test (limited sound day – 105 db)* • *Thursday, May 16th – Ferrari Challenge test (limited sound day – 105 db)* • *Friday, May 17th – Ferrari Racing Days (Unlimited sound day – Formula 1 cars running)*

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- *Saturday, May 18th – Ferrari Racing Days (Unlimited sound day – Formula 1 cars running)*
- *Sunday, May 19th – Ferrari Racing Days (Unlimited sound day – Formula 1 cars running)*
- *Monday, May 20th – Club Competizioni GT (Unlimited sound day – GT cars running) and Load-Out*

LOAD OUT:	Monday, May 20, 2024 by 11:59 p.m.
FEES:	All fees are due to Promoter, paid by Ferrari North America.
AGREEMENT FEE:	$473,975
PAYMENT DUE DATES:	January 1, 2024 – 50% Deposit - $236,987.50 May 1, 2024 – Balance due in full - $236,987.50 excluding miscellaneous expenditures
INSURANCE SUBMISSION DATE:	April 1, 2024
FACILITY ASSETS INCLUDED FOR USE DURING LOAD-IN/EVENT/ LOAD-OUT:	

- Garages Bays 1-24
- Steward's Room
- Newman Building (4-bay only)
  - Upstairs Classroom
  - 4-Bay: Driver's Meeting Location
- Triple Tall Building
- Timing & Scoring Building
- Paddock Area
- Vendor Marketplace Area/Lakebed
- All Parking Areas
- Swale and off-road areas
- Premier Pit Row Suites – Qty. 10 – Usage: 4 Days – Suites 12-3
- Turn 1 Hospitality Pavilion – Friday-Monday (load-in Tuesday-Thursday)
- Turn 3 Paddock Structure – Friday-Monday (load-in Tuesday-Sunday)
  - Includes cost to operate air conditioning

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- Current structure in place as of July 2023 or a similar structure if replaced by WeatherTech Raceway Laguna Seca to include:
  - Glass panel walls on all sides
  - Two-story – presenting views of the track
  - Minimum Capacity – 500

Staffing Inclusions in Event Fee:

- Event Operations Staff
- Concessions and Hospitality Staff
- Parking and Paddock Staff
- Admission and Vehicle Control Staff
- 24 Hour Security

Ancillary Inclusions in Event Fee:

- PA System, 3 days – Friday-Sunday

Exclusions:

- Live stream or specialized audio visual – to be provided by Series at Series discretion

End Exhibit A

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Exhibit B

SERIES OBLIGATIONS

Series shall be responsible for the following:

1. Overall Fee for Event. $473,975

2. Revenue:

    1. Promoter has the right for sponsorship sales providing there are no direct conflicts with Series sponsors, to be mutually agreed upon. Current lists to be provided to each party no later than January 1, 2024.

    2. Promoter has the right to execute and retain all car corral and parking sales. With free parking already included to Ferrari for participants, staff, hospitality guests, Ferrari car corrals. No other car brand may have a car corral.

    3. Promoter shall receive 100% proceeds from all general public ticket sales.

    4. Series shall retain twelve (12) Campsites (designated by Promoter), with full hook-ups for internal use. Promoter shall have access to all remaining camping sites and camping areas for individual Camping Revenue. Promoter shall retain ALL revenue from camping.

    5. Promoter retains the right to source and contract food and beverage vendors for the event. Promoter will allow year-round food and beverage sponsors (with event footprint assets) their agreed upon footprints within the Event. Promoter will keep 100% of the revenue from all food and beverage Vendors, including Bear & Flag. All equipment needs for Vendor use, including tent, shall be at the expense of the Promoter.

    6. Series will be required to purchase beverages through Promoter's preferred beverage partner for resale. Series will keep 100% of revenue generated through non-alcohol beverage sales during the event. Promoter retains 100% of all alcohol sold during event to general admission ticket holders. All equipment needs for Vendor use, including tent, shall be at the expense of the Promoter.

3. Conduct and Control Over Event. Series shall conduct the Event, through its officials and personnel, in accordance with this Agreement. Series shall have sole control over the conduct of the on-track activities of the Event. Series will work together with Promoter on guidance and recommendations on paddock design and set-up. Series is responsible for the Paddock layout and design. Promoter to provide generic AutoCAD file for Series creation of Paddock layout and design.

4. Participant Accident Insurance. Series is responsible for providing participant accident coverage for all Series sanctioned activity, including but not limited to all on-track

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participants, officials, course marshals and all Series credentialed personnel. This proof of coverage needs to be received by the Promoter no later than March 31, 2024.

5. Fire and Medical Equipment and Personnel. Series shall be responsible for all costs associated with medical and fire personnel, equipment and services, including without limitation, and at Series expense, cleanup crews, towing and flatbed wreckers, for fire protection and on-site medical services for competitors, officials, the public and others in connection with the Event during the regularly scheduled hours as included in the overall Fee – if overtime takes place, Series is responsible for additional fees. Promoter shall make advance arrangements with local hospitals and physicians for the prompt, efficient and appropriate treatment of any and all injuries occurring during the event. For purposes of clarity throughout this Agreement, the reference to required Promoter supplied assets, personnel, equipment and resources shall be understood to be "minimums", and this shall be especially true with respect to medical, ambulance, safety and fire suppression matters at the Track.

1. For the Track and Related Areas: There shall be a minimum of two (2) properly trained corner workers per flagging station, with a full complement of road racing flags, a fully charged 10lb multi-purpose fire extinguisher, and radio with closed ear headsets for direct communication with race control, at each such station.

2. For Fire and Rescue: There shall be a minimum of two (2) fire-rescue vehicles with suitable fire extinguishing equipment and properly trained crews. There shall be at least one extraction/cutting tool to be located on one of the trucks.

3. Recovery Vehicles: Minimum of two (2) roll back vehicle recovery trucks and one conventional tow (lift) truck required.

4. For Ambulance Resources: A minimum of two (2) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulances dedicated exclusively to the racetrack activities.

5. Spectator Ambulance:
   i) Promoter to provide one (1) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulance for spectator area assignment during Event days (Friday through Sunday) at the expense of the Promoter.

5.06 Emergency Dispatch Personnel:
   i) Promoter shall have present during the Event a paddock ambulance dispatch person to respond to any incidents within the paddock or facility. This person shall have a detailed familiarity with the facility, the track and track operations.

   ii) Series shall provide an emergency vehicle dispatch person for all on-track ambulances, rescue and safety crews.

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7. Security for Pit, Paddock and Garage Areas: Promoter shall furnish adequate volunteer security personnel and equipment in the pit, garage/paddock and adjoining areas. Promoter shall limit access to the pit area before, during and after the Event solely to authorized individuals and equipment. Promoter is solely responsible and liable for the actions of security personnel, provided.

8. Security for Hospitality: Specific areas to be utilized by Series or their guests that require security, Series would provide at Series expense.

6. Awards. Series shall be responsible for paying all purse awards. Series is responsible for podium, podium activities, champagne, and any other costs associated to award presentations.

7. Timing and Scoring. Series shall provide and be responsible for all timing and scoring requirements.

8. Radio Transmissions. Series will provide Promoter a list of all radio frequencies to be used by teams, officials, and other Series personnel for the Event two weeks prior to the Event. Series understands that if such reported radio frequencies are not legal or conflict with any licensed frequencies in Monterey County, Series will require their participants to change to a legal, licensed frequency prior to arriving at the track.

9. Trophies. Series shall be responsible for all trophies and prizes.

10. Series Operations.
    1. Series is required to manage its own operations.

    2. Series is required to perform all technical and safety inspections.

    3. Series shall provide a race steward and a pit lane steward as well as race officials who will be in charge while on-track activities are taking place.

    4. Series is required to perform registration and related administrative functions for all employees and participants/entrants

    5. Registration will be located at Series chosen location at Series cost.

11. Track Announcer and P.A. System: Series shall provide an announcer for all on-track activity and podium and be responsible for the cost of the P.A. system to be used for the event as included in the overall fee. P.A. System available to operate Friday, Saturday, and Sunday and live commentary to be provided by Series Saturday and Sunday.

12. Additional Signage: Series shall have the opportunity to sell additional signage and sponsor-related entitlements beyond items listed in Exhibit C.

13. Entry fees: Series shall retain all participant and crew entry revenue as outlined in Exhibit "A".

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14. Contractors and Suppliers: Series is required to use track approved contractors, caterers, vendors, and suppliers. A flat $5,000 administrative fee is to be charge by Promoter for utilizing all caterers, contractors, vendors and suppliers. If Series determine they wish to secure their own caterer a $15,000 buyout fee will be assessed to the Series at Series expense.

15. Event related equipment rentals: Series shall cover the costs of all equipment and order through track approved equipment partners, including but not limited to generators, electrical hook-ups, I.T. requirements, tents, tables, chairs and any associated permits as included in the overall fee.

End Exhibit B

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EXHIBIT C

SPONSORSHIP OBLIGATIONS

The parties shall have the following rights and obligations with respect to sponsorships:

1. Promoter will provide an inventory of available signage for the series to sell and utilize – included below. Series is required to use the authorized track signage provider for all signage and installation.

- Two 7'x42'Turn 2 Hairpin Billboard signs
- Two (2) 12'x72' Turn 3 Billboards
- Tire Bridge structure
- Catch-Fence Billboards
  - Turn 2, Turn 3, Turn 4, Turn 5, Turn 8, Turn 9, Turn 10,
- Two (2) 8'x100' Turn 7 "wire bridge" Billboards
- Two hundred (200) 30"x12' trackside concrete or tire barrier signs
- Four (4) 12'x24' Corkscrew Billboards
- Unlimited Trackside A-Frames

*Any future developed signage locations or unique opportunities to be discussed in advance for inclusion. At time of agreement, WeatherTech and Mission Foods signage must remain in current location.

1. Series is responsible for all costs associated with Series related signage, including design, production, installation, and removal. If required, reinstallation of Promoter's established signage.

2. Promoter shall provide Series with a track-approved and insured signage installation vendor to negotiate rates and services with. Series is responsible for all associated costs.

2. Promoter Sponsors and Signage: Series understand that Promoter retains signage locations throughout the Track and Facility for year-round sponsors, and retains the right to those locations and branding, regardless of possible conflict with Series sponsors ("Promoter Sponsors").

2.01 Notwithstanding anything in this agreement to the contrary, Promoter shall retain the right to display on-track branding of WeatherTech Raceway Laguna Seca's Official Sponsors, including WeatherTech and Mission Foods, as they remain in a year-round placement.

3. Vendors: Series shall have the opportunity to sell exhibit and product vendors. Vendors must comply with California codes and provide a resale license.

End Exhibit C

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EXHIBIT D

PROMOTER OBLIGATIONS

Promoter shall be responsible for the following:

1. Control and Maintenance of the Facility. Promoter represents and warrants that, in connection with the Event, it currently has and will maintain sole control of the Facility, and that it has and will maintain full authority to permit the Event to be conducted at the Facility in a timely manner. Promoter shall maintain the Facility in good repair at all times applicable to the Event, ready for use. Promoter shall be responsible for the safety of such persons while on the Facility. Promoter warrants that the Facility is and will remain in a condition suitable for the Event, as accepted on the effective date of this Agreement or such other approval date as the parties may agree upon in writing.

2. Compliance with Laws. Series and Promoter shall comply with all local, state and federal laws and regulations applicable to the organization, promotion and occurrence of the Event, and Promoter shall obtain in a timely manner all necessary licenses, permits or other governmental approvals required for the Event. Promoter shall be solely responsible for compliance with any and all federal, state or other tax information, reporting and withholding obligations (including, but not limited to, Federal Form 1099) with amounts payable with respect to the Event and the competitors therein. Series required to follow all health protocols and guidelines mandated by State and County for general public safety.

3. Control of and Responsibility for the Public. Promoter is solely responsible and liable for the safety of the public during the Event. Promoter shall furnish adequate facilities, personnel (including security personnel), equipment and services for accommodating and controlling the public during the Event. In connection with these responsibilities, Promoter shall ensure that the movement of the public through the paddock and related areas shall be carefully configured so as to safeguard the public while not interfering with the Event, or the activities of the Event competitors and participants.

4. Business Responsibilities Relating to Promotion: Promoter shall perform all obligations imposed on it by this Agreement, including all obligations to provide cooperation, tickets, passes, services, support equipment and the like at its own expense, without contribution by Series unless otherwise expressly stated in this Agreement and/or in any subsequent letter agreement or exhibit appended hereto. Promoter assumes and will perform all of its business responsibilities in connection with this Agreement and the promotion of the Event, in a first-class manner.

5. Event Insurance: Promoter shall obtain and maintain public liability insurance for the Event for (i) spectator injury and property damage and (ii) participant legal, pit, track, product liability and medical malpractice, with a minimum combined single limit equal to but not less than $10,000,000.00 per occurrence. (To be confirmed based on 2024 Promoter requirements).

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6. Miscellaneous Promoter Rights and Obligations:

1. Provide adequate parking areas (which have been commonly and previously used to host this and other events of comparable size) and parking passes/permits. For the foregoing purposes, three (3) weeks in advance of the Event, Promoter shall furnish Series with accurate plans, engineering and scale drawings, maps, dimensions and the like for said paddock, garage, pit, parking and related areas. In all areas allocated to Series for the conduct of the Event such as, by way of example but not limitation, the paddock, garage, pit stalls and related areas.

2. Honor the series credentials.

3. Provide suitable public address system with two (2) wireless microphones for the purpose of making competitor announcements throughout the garage, pit and paddock areas. Series responsible for cost to operate system through track approved public address operator

4. Provide suitable staff or volunteer personnel to secure the pits as designated by Series, and the garage/paddock area on a continuous, 24-hour/day basis beginning the first day the Facility is open to Series personnel or competitors and ending on Sunday evening of the event.

5. Ensure that the pit lane shall be properly marked and painted in a manner acceptable to Series for its anticipated entrants.

6. Promoter shall work and coordinate with Series in arrangements and activities which will enhance the Event and further the interests of the Series through activities such as: adequate track time for VIP pace car rides; VIP access to the starter-stand throughout the Event weekend; and the like.

7. Promoter shall market and promote the event as a small event similar to other events on the season schedule to include but not limited to:

   i) Being added to the Season Schedule and all associated marketing material

   ii) Included on WRLS website as an Official Event including ticket sales page

   iii) Promoted similar to other events on the Season Schedule through all channels

   iv) Will produce and coordinate official press release, social media posts, and incorporate the event into regularly scheduled marketing plans developed for the year.

6.08 Provide a meeting room or covered space for drivers' meetings with a minimum capacity of 100 chairs and additional standing room, determined location is the Newman Building – 4-Bay.

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6.09 Sanitation Services: Trash and sanitation service to be handled by Promoter at Promoter expense.

End Exhibit D

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EXHIBIT E

ADVERTISING AND USE OF REGISTERED MARK

1. Cross Trademark Licenses:

1.01 Grant of License by Series. Series hereby grants to Promoter a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, the Series Marks in connection with the publicity, promotion, merchandising and advertising of the Event, and only upon the prior written approval of Series, which shall not be unreasonably withheld. This license shall terminate upon the expiration or termination of this agreement.

i) Terms and Conditions of Use. Promoter shall display the Series Mark in all publicity, advertising and promotion relating to the Event, and only upon the prior written approval of Series, which shall not be unreasonably withheld

ii) Indemnity. Series hereby agrees to indemnify Promoter from any claims or loss arising out of Promoter's use of the Series Marks or Official Logos in strict accordance with the terms and conditions of this Agreement.

1.02 Grant of License by Promoter. Promoter hereby grants to Series a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, Promoter's marks in connection with publicity, promotion and advertising of the Event. Any use of the Promoter's marks must be approved by Promoter, such approval not being reasonably withheld. This license shall terminate upon the expiration or termination of this Agreement. Guidelines for use shall be provided by the Promoter.

i) Terms and Conditions of Use. Series shall have the right to use and sublicense Promotor's marks in connection with publicity, promotion or advertising of the Event, however, the Series shall not, without the prior written consent of Promoter, use or sublicense the use of Promoter's marks on the branding of any retail package product, unless otherwise expressly permitted in this Agreement. Any use of Promoter's marks must be pre-authorized by Promoter.

ii) Limited Authorization. This license does not authorize Series to use Promoter's marks in its corporate business or firm name and title nor to use or permit the use of Promoter's marks other than in accordance with the terms and conditions of this Agreement.

iii) Indemnity. Promoter hereby agrees to indemnify Series from any claims or loss arising out of Series use of Promoter's marks in strict accordance with the terms and conditions of this Agreement.

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1.03 Misrepresentations. Neither Promoter nor Series shall make any misrepresentations in connection with publicizing, promoting or advertising the Event.

1.04 Series shall refer to the raceway as WeatherTech Raceway Laguna Seca at all times.

End Exhibit E

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EXHIBIT F

INSURANCE AND INDEMNIFICATION

INSURANCE REQUIREMENTS: Series, at its own expense, shall provide Primary Insurance Coverage for the Event as follows:

1. EVENT GENERAL LIABILITY MINIMUM COVERAGE REQUIREMENTS: (To be confirmed based on 2024 Promoter requirements).

Coverage:	Minimum Required Limit:
Bodily Injury and Property Damage Liability	$10,000,000 Each Occurrence Limit (including Contractual Liability, written and oral)
Damage to Rented Premises (or Fire Legal)	$300,000 per occurrence
Medical Expense	None
Personal and Advertising Injury Liability	$10,000,000 per occurrence
General Aggregate Limit (Including Spectators)	None (Per Event is acceptable) (No Annual Agg)
Products-Completed Operations Aggregate	$10,000,000
Legal Liability to Participants	$20,000,000 per occurrence (No Annual Agg) (Including Participant to Participant coverage)
Official Vehicle Property Damage	$100,000 per occurrence
Racing Errors and Omissions Coverage	$100,000 per occurrence (No Annual Agg)
Liquor Liability	$10,000,000 per occurrence (Host at Minimum)
Medical Professional Liability	$10,000,000 per occurrence (Excess Acceptable)
Directors', Officers' & Stewards' Errors and Omissions	$100,000 Minimum Age of Participant Must State the minimum age permitted

i. Series' General Liability coverage is to be shown as Primary on the Certificate. The Certificate must state: "This insurance is primary and non-contributory to any other insurance available to the additional insureds."

ii. Coverage must waive subrogation as respects the additional insureds.

iii. Series shall provide to Promoter a certificate of insurance evidencing the required coverages no later than forty-five (45) days prior to the Event to be insured. Upon Promoter's request Series shall provide full copies of all applicable insurance policies.

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iv. General Liability and Umbrella policies need to be placed with a carrier at least A Rated by A.M. Best.

v. The policy shall designate as "additional insureds" the: (1) County of Monterey, its officers, agents, and employees; (2) A&D Narigi Consulting LLC, its officers, directors, agents and employees, and (3) those entities and names listed in Exhibit F-1, if any.

vi. The certificate of insurance and policy agreement should list any deductibles Series might be responsible to pay or reimburse.

vii. If a satisfactory certificate is not received by a date forty-five (45) days prior to the scheduled commencement of the Event to be insured, Promoter shall have the right, but not the obligation, to cause the Event to be insured for liability under the current Promoter Insurance Plan. Certificates evidencing such coverage and a billing for the appropriate premium charge therefore shall be sent to the Event organizers/promoters. In case the premium charge is unpaid by a date fourteen (14) days prior to the scheduled commencement of the event, Promoter may cause the Event to be cancelled.

2. PARTICIPANT ACCIDENT COVERAGES: Series shall be responsible for providing accident coverage for its participants including officials, workers, and volunteers.

3. REPRESENTATIONS AND WARRANTIES:

a. Series represents and warrants to Promoter that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by Series has been duly authorized. This Section 3.a shall survive expiration or termination of this Agreement.

b. Promoter represents and warrants to Series that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by Promoter has been duly authorized. The Promoter does further represent and warrant to Series that the Track is fit, and operational for the purposes of this Agreement. This Section 3.b shall survive expiration or termination of this Agreement.

End Exhibit F

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EXHIBIT G

APPROVED CATERERS

(Subject to change)

Coastal Roots
Liz Diaz
831-241-2802
LDiaz@coastalrootshospitality.com

Bear & Flag Roadside
Parker Fisher
831-293-8608
parker@bearandflag.com

Bernardus Lodge & Spa
Alissa Obriant
831-236-8566
aobriant@bernarduslodge.com

Bar Service
Jamie Blanco
831-582-7548
jblanco@rsmginc.com

Events by Classic
Amanda Hope
831-920-0456
amandahope@eventsbyclassic.com

831 Catering
Joseph Talley
831-601-1248
feedme@831catering.com

Le Crème Monterey
Tami Aceves
831-375-133 x2
tamie@lecrememonterey.com

Erik's Deli
Ken Murray
619-892-1403
seaside@eriksdelicafe.com

California Pizza Kitchen
Mara Waldron
831-375-4975

mwaldron@cpk.com

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EXHIBIT H

AGREEMENT FEE BREAKDOWN

Description	Cost	Days
Delivery Day(s)	No Charge	1
90 db Day(s)	$18,975.00	1
105 db Day(s)	$64,220.00	2
Unlimited Sound Day(s)	$171,120.00	4
AMRs	$36,720.00	6
Hot Track Staff	$44,940.00	6
Starter	$2,100.00	6
Fire / Track Safety Vehicles	$19,200.00	6
Tow	$6,600.00	6
Hospitality Pavilion Load-In Day(s)	$6,000.00	3
Hospitality Pavilion Active Day(s)	$21,000.00	3
Turn 3 Building Load-In Day(s)	No Charge	3
Turn 3 Building with HVAC Active Day(s)	$39,000.00	3
Paddock PA System Active Day(s)	$29,100.00	3
All Garages Site Fee	No Charge	7
(10) Suites Site Fee	$10,000.00	4
Sanitation	No Charge	7
Staff Fee	No Charge	7
Contractors & Suppliers Administrative Fee	$5,000	N/A
Total Agreement Fee	**$473,975.00**	

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County of Monterey

Board Report

Legistar File Number: A 23-563

Item No.

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

January 09, 2024

Introduced: 12/5/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative to execute an Event Agreement between Ferrari North America, Inc., and the County of Monterey for the right to conduct a sports car type road racing event at WeatherTech® Raceway at Laguna Seca in calendar year 2024 event season.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the Monterey County Laguna Seca Representative to execute an Event Agreement between Ferrari North America, Inc., and the County of Monterey for the right to conduct a sports car type road racing event at WeatherTech® Raceway at Laguna Seca in calendar year 2024 event season.

SUMMARY/DISCUSSION:
Ferrari North America, Inc. ("Ferrari North America") wishes to enter into a one-year Event Agreement to conduct Ferrari Racing Days, a sports car type road racing event, at WeatherTech® Raceway at Laguna Seca on May 17-19, 2024.

This single-marque series attracts Ferrari fans and owners alike. Since 1993 this famous single automaker and their championship racing events has placed unique cars and very special customers on the most beautiful racetracks in the world.

This is the only Ferrari Challenge round on the West Coast and gives Ferrari enthusiasts the opportunity to see the latest offerings from the Italian manufacturer along with world-class racing. Ferrari Racing Days can be enjoyed by all and feature exciting race action, a paddock full of beautiful cars, and fan activities over the course of the weekend.

Ferrari Racing Days is a comeback event to the WeatherTech® Raceway at Laguna Seca racing season schedule, with their last event held in 2019.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed Agreement as to form and fiscal provisions, respectively. The office of Risk Management reviewed and approved the insurance coverage and limits.

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FINANCING:
This is a revenue generating event with agreed Sponsorship fees of $473,975 to be paid by Ferrari North America in two equal installments prior to the Event date. The County will also receive all ticket sales and camping sales revenue. This agreement is anticipated to be included in the agreements to be assigned and assumed by Friends of Laguna Seca, whose Concession Agreement with the County was recently approved by the Board, upon completion of various transition requirements.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for Economic Development and Administration.

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

Prepared by: Ryan Bell, Administrative Operations Manager, (831) 755-8912
Reviewed by: Bryan Flores, Chief of Parks,
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

DocuSigned by:
Randell Ishii
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Attachment A - Event Agreement

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County of Monterey

Board Report

Legistar File Number: RES 23-235

Item No.59

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

January 09, 2024

Introduced: 11/30/2023

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to:
a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2023-24 Adopted Budget for the Carmel Lagoon project, County Service Areas/County Sanitation District Water projects, Parks Water projects, Laguna Seca Clean Water project, Laguna Seca Sewer Infrastructure project, ARPA Project Contingency, Prop 68 projects, Jail Sewer Lift Station project, Development SW Corner of Gabilan at Church project, 331 North Sanborn project, Bradley Library project, HVAC Animal Shelter project, Sheriff Replace Kitchen Refrigeration project, Sheriff Replace and Install New ATS project, 911 replace 2 HVAC units project, 911 Center Fence and Pavement Improvement project, District Attorney Security Improvement project, 168 W Alisal 3rd Floor Elevator and Supervisor Door Security Improvement project, 168 W Alisal Site Lighting Improvement project, 1488 Schilling Place Shredder Safety Reconfiguration project, Records Retention Center Office Safety and Ergo Improvement project, 1441 Schilling Place Failed Beam Assessment and Repair project, and Schilling Place Emergency Generator Rental project, as follows:
1. Increase appropriations by $3,647,411 in Fund 478-BIR, Appropriation Unit CAO047, financed by Unrestricted Net Position (478-BIR-3202); (4/5ths vote required).
2. Increase appropriations by $9,523,444 in Capital Projects, Fund 404, Appropriation Unit PFP057, financed by increased revenues from Federal Aid Reimbursements of $821,934, a transfer in from Fund 478-BIR, Appropriation Unit CAO047 of $4,865,213, and Unassigned Fund Balance (404-3101) of $3,836,297; (4/5ths vote required).
3. Increase appropriations by $503,067 in General Fund, Fund 001, Facility Services Appropriation Unit PFP054, financed by a transfer in from Fund 478-BIR, Appropriation Unit CAO047. (4/5ths vote required).
b. Authorize and direct the Auditor-Controller to transfer $5,368,280 from Fund 478-BIR, Appropriation Unit CAO047 to Capital Projects, Fund 404, Appropriation Unit PFP057 ($4,865,213) and General Fund, Fund 001, Facility Services Appropriation Unit PFP054 ($503,067). (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2023-24 Adopted Budget for the Carmel Lagoon project, County Service Areas/County Sanitation District Water projects, Parks Water projects, Laguna Seca Clean Water project, Laguna Seca Sewer Infrastructure project, ARPA Project Contingency, Prop 68 projects, Jail Sewer Lift Station project, Development SW Corner of Gabilan at Church project, 331 North Sanborn project, Bradley Library project, HVAC Animal Shelter project, Sheriff Replace Kitchen Refrigeration project, Sheriff Replace and Install New ATS

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project, 911 replace 2 HVAC units project, 911 Center Fence and Pavement Improvement project, District Attorney Security Improvement project, 168 W Alisal 3rd Floor Elevator and Supervisor Door Security Improvement project, 168 W Alisal Site Lighting Improvement project, 1488 Schilling Place Shredder Safety Reconfiguration project, Records Retention Center Office Safety and Ergo Improvement project, 1441 Schilling Place Failed Beam Assessment and Repair project, and Schilling Place Emergency Generator Rental project, as follows:
1. Increase appropriations by $3,647,411 in Fund 478-BIR, Appropriation Unit CAO047, financed by Unrestricted Net Position (478-BIR-3202); (4/5ths vote required).
2. Increase appropriations by $9,523,444 in Capital Projects, Fund 404, Appropriation Unit PFP057, financed by increased revenues from Federal Aid Reimbursements of $821,934, a transfer in from Fund 478-BIR, Appropriation Unit CAO047 of $4,865,213, and Unassigned Fund Balance (404-3101) of $3,836,297; (4/5ths vote required).
3. Increase appropriations by $503,067 in General Fund, Fund 001, Facility Services Appropriation Unit PFP054, financed by a transfer in from Fund 478-BIR, Appropriation Unit CAO047. (4/5ths vote required).
b. Authorize and direct the Auditor-Controller to transfer $5,368,280 from Fund 478-BIR, Appropriation Unit CAO047 to Capital Projects, Fund 404, Appropriation Unit PFP057 ($4,865,213) and General Fund, Fund 001, Facility Services Appropriation Unit PFP054 ($503,067). (4/5ths vote required).

SUMMARY:
Public Works, Facilities and Parks (PWFP) is the lead for managing the County's Capital Projects and Facilities Maintenance budgets. Often annual Capital Project Funds and Facility budgets require a *true-up* to adjust appropriations for estimates made during budget development in March. This year, the March 2023 storms caused project delays impacting projected budget estimates, and delays with receiving equipment ordered have caused projects to roll into the next fiscal year. The *true-up* does not increase a project's overall budget (revenue or expenditures).

The Capital Projects, Fund 404, is used to account for financial resources and expenditures used for the construction of Board-approved capital facility projects over $1 million. PWFP identified seventeen (17) capital projects that need appropriation modifications totaling $9,523,444. Federal Aid Reimbursements, Building Improvement and Replacement (Fund 478-BIR) Unrestricted Net Position and Capital Projects (Fund 404) Unassigned Fund Balance are the financing sources for the requested appropriation increases.

In Fiscal Year (FY) 2022-2023, $903,000 was allocated from Fund 478-BIR for unscheduled maintenance projects in General Fund - Facility Services. At the end of FY 2022-23, there was $503,067 remaining with several projects in process not yet finalized by June 30, 2023. PWFP requests to use the entire $503,067 remaining allocation for six (6) rollover projects. Building Improvement and Replacement Fund Unrestricted Net Position is the funding source for the unscheduled maintenance allocation. PWFP anticipates bringing forward the Schilling Place Emergency Generator project, which was not completed in FY 2022-23, once the budget estimate is finalized.

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Attachment A provides an overview of the FY 2023-24 Adopted Budgets for Fund 404 Capital Projects and General Fund - Facility Services and the proposed appropriation modifications necessary to complete the projects.

OTHER AGENCY INVOLVEMENT:
This report was reviewed by the County Administrative Office Budget & Analysis Division. This item went to and was supported by the Budget Committee at their October 25, 2023 meeting.

FINANCING:
If approved, the recommended action will modify the FY 2023-24 Adopted Budget, increasing Fund 404, Appropriation Unit PFP057, appropriations by $9,523,444, financed by the Unassigned Fund Balance $3,836,297, Fund 478-BIR Unrestricted Net Position $4,865,213 and Federal Aid Reimbursement $821,934; and General Fund 001, Appropriation Unit PFP054, appropriations by $503,067 financed by Fund 478-BIR Unrestricted Net Position. Approval of the recommendation will not modify overall approved project budgets or require any additional funding from the General Fund. This request will only increase appropriations and revenues to align fiscal year expenditures incurred and revenues earned.

Prepared by: Sandra Lance, Finance Manager I (831) 755-4823
Reviewed by: Jessica Cordiero-Martinez, Finance Manager III
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks



The following attachments are on file with the Clerk of the Board:
Attachment A - True Up Projects
Attachment B - Draft Board Resolution

DocuSign Envelope ID: 7C3BDF37-6DF9-4B84-9657-B97B69E3F802

Introduced: 11/22/2023

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 3 to Standard Agreement No. A-14567 between the County of Monterey and A & B Fire Protection and Safety, Inc., for fire sprinkler suppression system services including annual inspections, testing, maintenance services and on-call repairs, to renew and amend the agreement to add an additional one (1) year from December 1, 2023 to December 1, 2024, for a new term of December 2, 2019 through December 1, 2024 and increase the not to exceed amount by $100,000, for a total not to exceed amount of $615,310; and
b. Authorize the Contracts/Purchasing Officer or designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement, each extending the term by one year, with no increase in the not to exceed amount.

RECOMMENDATION:

a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 3 to Standard Agreement No. A-14567 between the County of Monterey and A & B Fire Protection and Safety, Inc., for fire sprinkler suppression system services including annual inspections, testing, maintenance services and on-call repairs, to renew and amend the agreement to add an additional one (1) year from December 1, 2023 to December 1, 2024, for a new term of December 2, 2019 through December 1, 2024 and increase the not to exceed amount by $100,000, for a total not to exceed amount of $615,310; and
b. Authorize the Contracts/Purchasing Officer or designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement, each extending the term by one year, with no increase in the not to exceed amount.

SUMMARY/ DISCUSSION

Keeping fire suppression systems in good working order and performing all required inspections is critical to public and staff safety in County owned buildings and facilities. Under this Agreement, A & B Fire provides specialized fire pump testing and calibration, water system pressure analysis, 24/7 on-call emergency service, maintenance and repairs and other services as needed by the County.

The Agreement for fire sprinkler suppression system services was awarded in December 2019 after a competitive solicitation process. The Agreement was subsequently amended to extend the term through December 1, 2023 and increase the not exceed amount to $615,310. The proposed amendments would allow staff to maintain required fire suppression services and ensure staff and

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public safety for the next several years. The not to exceed amount is increased to cover potential emergency repairs and reduce the need for Emergency Purchase Orders. Regular inspection services are not expected to use the entire Not to Exceed amount.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved Amendment No. 3 as to form. The Auditor-Controller's Office has reviewed proposed Amendment No. 3 as to fiscal provisions.

FINANCING:
There is no minimum guaranteed work under this Agreement. Funding for individual work orders is verified within the approved budget allocations prior to commencement of work.

For Public Works, Facilities and Parks, funding is held within the approved budget allocations for General Fund, 001 Facility Services Appropriation Unit PFP054. The proposed not to exceed amount of $615,310 for Agreement No. A-14567 is intended to allow services to continue in future fiscal years.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Board's approval of Amendment No. 3 will allow the County to continue to meet safety standards for County owned buildings and facilities. The recommended actions support the Board of Supervisor's Strategic Initiatives for Infrastructure and Public Safety and will enable the safe operations of County owned buildings and facilities.

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

Prepared by: John Snively, Administrative Operations Manager, 831-759-6617
Patty Small, Management Analyst II, 831-784-5929
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randy Ishii, MS, PE, TE, PTOE DocuSigned by: Randell Ishii C09779208F5B4F2...
Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Amendment No. 3 to A & B Fire Protection and Safety, Inc.
Attachment B - Amendment No. 2 to A & B Fire Protection and Safety, Inc.
Attachment C - Amendment No. 1 to A & B Fire Protection and Safety, Inc.
Attachment D - Standard Agreement with A & B Fire Protection and Safety, Inc.
Attachment E - Summary of Agreement Annual Expenditures and Balance

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PROCLAMATION OF A LOCAL EMERGENCY BY COUNTY ADMINISTRATIVE OFFICER

In the Matter of Proclaiming the Existence of a Local Emergency within the County of Monterey)
)

WHEREAS, the California Emergency Services Act (Government Code, section 8630, *et seq*.) establishes procedures for proclaiming emergencies and responding promptly to the needs that arise during emergencies; and

WHEREAS, Monterey County Code, section 2.68.060 and California Government Code, section 8630(c) empower the County Administrative Officer, or designee, to proclaim the existence of a local emergency when the County is affected by or likely to be affected by a public calamity, if the Board of Supervisors is not in session; and

WHEREAS, the Administrative Officer of the County of Monterey and ex officio County Administrator of the Monterey County Water Resources Agency, did proclaim the existence of a local emergency within the County on December 27, 2023 and does hereby find as follows:

- Coastal flood and high surf hazards threaten residents, property, critical infrastructure, and transportation systems in the County of Monterey; and
- Conditions of extreme peril to the safety of person and property arose within the area of the Carmel Lagoon in the County of Monterey caused by tidal action, river flow and flooding commencing during the early morning of December 28, 2023;
  - County Public Works crews have prepared for this event by taking protective measures;
  - Water has risen to a level that threatens the flooding of homes and residences in low lying areas near the Carmel Lagoon;
  - Flooding and coastal hazards may inundate potable water delivery systems, sewer collection systems, and other utility systems in the area; and
  - Conditions of peril exist to the safety and wellbeing of the residents living around the Carmel Lagoon as well as other nearby areas. Immediate action is necessary to address these public health and safety issues; and
- Sandbar management activities are required at the Salinas River Lagoon Mouth by Monterey County Water Resources Agency staff. From modeling results performed by the National Weather Service California-Nevada River Forecast Center, this action is necessary effective approximately January 4, 2024, due to late December 2023 storm events causing surges and high-water levels in the Salinas River Lagoon and forecasted early January 2024 storms expected to exacerbate these conditions. These conditions could lead to possible loss of life and property in areas near and adjacent to the Salinas Lagoon. Forecasted conditions may result in the following:
  - Inundation of residences, including Twin Bridges Cabin Association, Monterey Dunes Colony and Lagoon residences;
  - Loss of safe ingress and egress, including emergency service access;
  - Inundation of agricultural fields;
  - Erosion and excessive transport of sediment; and
- The foregoing conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Monterey and the Monterey County Water Resources Agency requiring the combined forces of other political subdivisions to combat; and
- That this emergency does not permit a delay resulting from a competitive solicitation to let contracts for bids, and immediate action is necessary to respond to the emergency, and

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WHEREAS, the Board of Supervisors is not in session as of the date of this proclamation; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency and immediate action is necessary to mitigate public calamity and the other effects of local emergency.

NOW, THEREFORE, IT IS PROCLAIMED, as defined in California Government Code, section 8558(c) and Public Contract Code, section 1102 that a local emergency now exists throughout the County of Monterey:

That during the existence of said local emergency the powers, functions, and duties of the County Administrative Officer and the Emergency Organization of this County (Department of Emergency Management) shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Monterey in order to mitigate the effects of said local emergency; and

During the existence of said local emergency the powers, functions, and duties of the County Administrative Officer, or designee, the Sheriff's Office, Department of Public Works, Facilities, and Parks, Department of Housing and Community Development, and the Emergency Organization of the County of Monterey shall be those prescribed by State law and the ordinances, resolutions, and approved plans of the County of Monterey in order to mitigate the effects of the local emergency; and

Pursuant to Public Contract Code, sections 20134, 20395, and 22050, the Public Works Director and the General Manager of the Water Resources Agency, or their designees, are hereby authorized to engage independent contractors to complete all necessary work to mitigate the effects of said local emergency. Contracts for this work may be executed without prior Board approval of the plans, specifications, and working details, without giving notice for bids to let contracts.

SIGNED AND SUBSCRIBED at Salinas, California this 3rd day of January 2024.

DocuSigned by:
9353DBA6C4ED434...

Sonia M. De La Rosa
County Administrative Officer
County of Monterey

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County of Monterey

Board Report

Legistar File Number: RES 24-004

Item No.

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

January 09, 2024

Introduced: 1/4/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution to ratify the Proclamation of Local Emergency issued by the County Administrative Officer on January 3, 2024, related to the Winter Storm Event that started on December 27, 2023, causing damage to public infrastructure and private property throughout Monterey County including the Monterey Peninsula, Carmel River, Carmel River Lagoon, Salinas River and Salinas River Lagoon, thereby causing conditions of extreme peril to the safety of persons and property nearby. (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution to ratify the Proclamation of Local Emergency issued by the County Administrative Officer on January 3, 2024, related to the Winter Storm Event that started on December 27, 2023, causing damage to public infrastructure and private property throughout Monterey County including the Monterey Peninsula, Carmel River, Carmel River Lagoon, Salinas River and Salinas River Lagoon, thereby causing conditions of extreme peril to the safety of persons and property nearby. (4/5ths vote required).

SUMMARY/DISCUSSION:
Pursuant to California Government Code Section 8630(a) 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.

Beginning December 27, 2023, heavy rainfall, coastal flooding, and high surf hazards threatened residents, property, critical infrastructure, and transportation systems in the County of Monterey and political subdivisions. Conditions of extreme peril to the safety of person and property arose within the area of the Carmel Lagoon in the County of Monterey caused by tidal action, river flow and flooding commencing during the early morning of December 28, 2023. Conditions of peril exist to the safety and wellbeing of the residents living around the Carmel Lagoon as well as other nearby areas.

Additionally, sandbar management activities were required at the Salinas River Lagoon Mouth by Monterey County Water Resources Agency staff to protect public health and safety. From modeling results performed by the National Weather Service California-Nevada River Forecast Center, this action was necessary effective approximately January 4, 2024, due to the above motioned storm event that caused storm surges and high- water levels in the Salinas River Lagoon and forecasted early

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January 2024 storms expected to exacerbate these conditions. These conditions could lead to possible loss of life and property in areas near and adjacent to the Salinas Lagoon. Forecasted conditions may result in the following:

- Inundation of residences, including Twin Bridges Cabin Association, Monterey Dunes Colony, and Lagoon residences; and
- Loss of safe ingress and egress, including emergency service access; and
- Inundation of agricultural fields; and
- Erosion and excessive transport of sediment; and

The foregoing conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Monterey and the Monterey County Water Resources Agency and requiring the combined forces of other political subdivisions to combat.

The aforesaid conditions of extreme peril necessitated the proclamation of a local emergency on December 27, 2023, which was signed into effect by the County Administrator's Office on January 4, 2024. Ratification and approval of this Proclamation of Local Emergency will provide Board confirmation of, and agreement with, the Proclamation made by the County Administrative Officer. This emergency proclamation shall expire sixty days after issuance unless confirmed and extended by the governing body of the County of Monterey.

OTHER AGENCY INVOLVEMENT:
Numerous County departments and other agencies have participated in the response to the emergency including the Department of Emergency Management, Sheriff' Office, County Administrative Office, Public Works, Facilities, and Parks Department, County Counsel, NOAA-National Marine Fisheries Service, US Fish and Wildlife Services, CA Dept of Fish and Wildlife, California Coastal Commission, and the Monterey County Water Resources Agency.

FINANCING:
Financial impact to the General Fund currently is unknown.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

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

Prepared by: Kelsey Scanlon, Director of Department of Emergency Management, x1902 DocuSigned by: Kelsey Scanlon 7ED737502FEB442...

Approved by: Nick Chiulos, Chief Assistant County Administrative Officer, x5145 DocuSigned by: Nick Chiulos 910D1286CA694A8...

Attachments:
A: Proclamation of Local Emergency, dated January 3, 2024

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B: Draft Resolution Ratifying the Proclamation of a Local Emergency

DocuSign Envelope ID: AE1CEF05-2308-4447-8176-85DABDE96174

Introduced: 12/14/2023 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Resolution

a. Adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $4,500,000, financed by grant revenues from the California Interagency Council on Homelessness (4/5th vote required).
b. Authorize the County Administrative Officer or designee, to execute non-standard service agreements, as necessary, and upon approval by the Board of Supervisors, to effectuate the purchase of modular units to operate a low-barrier non-congregate shelter in Watsonville, California in partnership with Santa Cruz County, in an amount not to exceed the grant award of $7,986,354.

RECOMMENDATION

a. Adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $4,500,000, financed by grant revenues from the California Interagency Council on Homelessness (4/5th vote required).
b. Authorize the County Administrative Officer or designee, to execute non-standard service agreements, as necessary, and upon approval by the Board of Supervisors, to effectuate the purchase of modular units to operate a low-barrier non-congregate shelter in Watsonville, California in partnership with Santa Cruz County, in an amount not to exceed the grant award of $7,986,354.

SUMMARY/DISCUSSION

Under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established 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 wellness and safety of people experiencing homelessness in encampments, including their immediate physical and mental wellness and safety needs arising from unsheltered homelessness and their longer-term needs addressed through a path to safe and stable housing.
- Provide encampment resolution grants to local jurisdictions and CoCs to support

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innovative and replicable efforts to resolve critical encampment concerns and to support individuals to access safe and stable housing, using the Housing First approach.

- Encourage a data-informed, coordinated approach to address unsheltered homelessness at encampments by establishing, through the encampment resolution grants, effective, scalable, and replicable demonstration projects.

On February 14, 2023, the County of Monterey Board of Supervisors approved the submission of the ERF proposal in the amount of $7,986,354.26 and authorized the County Administrative Officer or designee to execute necessary documents to accept the funds, if awarded (Attachment A). On June 14, 2023, the County of Monterey was provided notice of the ERF award for the total amount requested and the executed agreement with the State was finalized on August 7, 2023 (Attachment B). The funds were received by the County on September 8, 2023.

In preparation for the receipt of the award, the Counties of Monterey and Santa Cruz partnered on an Encampment Resolution Funding project proposal to serve people living along the Pajaro River. This collaborative proposal includes the development of 34 modular units, dining room, outdoor seating area, offices, showers, and restrooms, 2 years of operations, and 5% administrative costs for the County of Monterey. This project will be located at Westview Presbyterian Church, 118 1st St, Watsonville, CA 95076. The modular units will be purchased by the County of Monterey from Dignity Moves, a private company, and transferred for a nominal fee to the County of Santa Cruz at the conclusion of the grant period in 2026.

Santa Cruz and Monterey Counties will partner to operate the shelter, and contract with a private service provider to operate the facility. Roles and responsibilities of both counties will be substantiated via Memorandum of Understanding (MOU).

OTHER AGENCY INVOLVEMENT:
The County of Monterey will enter into an MOU with the County of Santa Cruz to establish and operate a low barrier navigation center program at 118 1st St., Watsonville, CA 95076. Additional collaboration may involve the Pajaro Flood Management Agency, CSUMB's Community Health Engagement, and the Sheriff's Office to determine eligibility and process referrals. The office of the County Counsel has reviewed and approved this report. On November 29, 2023, the Budget Committee provided it's support of the recommended actions.

FINANCING
The increase of appropriations by $4,500,000 to the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) is fully financed by the California Interagency Council on Homelessness (CAL ICH) and will include 5% administrative fees. The remaining grant funds will be fully expended no later than June 30, 2026. Upon conclusion of the Encampment Resolution Funding grant period, the County of Santa Cruz will work with the service provider to identify ongoing sustainable funds. The estimated budget for the ERF award is provided in the estimated cost analysis (Attachment C).

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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
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

DocuSigned by:
Deborah Paolinelli
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Attachments:
Resolution
Attachment A - Completed Board Order No. 23-143
Attachment B - Executed Agreement with the State of California
Attachment C - Estimated Cost Analysis

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County of Monterey

Board Report

Legistar File Number: A 24-002

Item No.

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

January 09, 2024

Introduced: 1/3/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the County Administrative Officer or her designee to execute a Memorandum of Agreement between the County of Monterey and the Community Hospital of the Monterey Peninsula, Inc. (“CHOMP”), for the purpose of demonstrating CHOMP’s eligibility to participate in the federal drug discount 340B Program and pursuant to which CHOMP commits to provide health care services to low-income individuals who are not entitled to Medicare or Medi-Cal benefits at no reimbursement or considerably less than full reimbursement from these patients, for a term retroactive to January 1, 2024 until terminated by either Party upon not less than sixty (60) days prior written notice.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the County Administrative Officer or her designee to execute a Memorandum of Agreement between the County of Monterey and the Community Hospital of the Monterey Peninsula, Inc. (“CHOMP”), for the purpose of demonstrating CHOMP’s eligibility to participate in the federal drug discount 340B Program and pursuant to which CHOMP commits to provide health care services to low-income individuals who are not entitled to Medicare or Medi-Cal benefits at no reimbursement or considerably less than full reimbursement from these patients, for a term retroactive to January 1, 2024 until terminated by either Party upon not less than sixty (60) days prior written notice.

SUMMARY

Community Hospital of the Monterey Peninsula, Inc. is a California nonprofit public benefit corporation ("CHOMP") that provides a disproportionate share of healthcare services to the Medicare/Medi-Cal population in addition to supporting many programs that benefit the indigent, uninsured, or underinsured population in Monterey County, California.
Section 340B of the Public Health Services Act, enacted in 1992, entitles certain safety-net hospitals and clinics, referred to as “covered entities,” to purchase outpatient drugs at discounted prices from drug manufacturers. Companion legislation that amended Section 1927 of the Social Security Act requires drug manufacturers to enter into a Pharmaceutical Pricing Agreement (PPA) with the U.S. Department of Health & Human Services (HHS) to provide outpatient drugs at or below a statutorily defined ceiling price as a condition of the manufacturers’ drugs being reimbursable under the Medicaid

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program and Medicare Part B.
Together, these two pieces of legislation launched a federal program known today as the "340B program." The 340B program is administered by the Office of Pharmacy Affairs (OPA), which is a division of the Health Resources and Services Administration (HRSA) of HHS. The intent of the 340B program is to allow covered entities serving vulnerable populations to stretch scarce federal resources as far as possible, reaching more eligible patients and providing more comprehensive care.

DISCUSSION
CHOMP desires to participate in the drug discount program established under the "340B Program. In order to participate in the 340B Program, CHOMP, as a private, nonprofit hospital, must enter into an agreement with a state or local government pursuant to which CHOMP commits to provide health care services to low-income individuals who are not entitled to Medicare or Medi-Cal benefits at no reimbursement or considerably less than full reimbursement from these patients. A written contract must exist between the hospital and state or local government to demonstrate the hospital's eligibility for the 340B Program. The written contract must be current, signed by authorized representatives of the hospital and the state or local government, and specify the hospital's obligation to provide health care services to low-income individuals.
During the term of the proposed Memorandum of Agreement, CHOMP agrees to continue its historical commitment to the provision of health care to indigent, uninsured, and underinsured residents of Monterey County, California. In 2022, this commitment totaled $8,470,000.00 of charity care provided to uninsured patients. In 2023, this commitment totaled over $11,133,000. Pursuant to this commitment, it is CHOMP's intention to provide a minimum of $10,000,000 of charity care each year. CHOMP further assures that all patients will receive necessary care, as required by law, in its Emergency Departments, regardless of ability to pay. Under the terms of the proposed Memorandum of Agreement, the County agrees to accept CHOMP's commitments on behalf of the citizens of Monterey County, California.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
There is no cost associated with this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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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Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared By: Claudia Escalante, Executive Assistant to CAO
Approved by: Sonia M. De La Rosa, County Administrative Officer

DocuSigned by:
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Attachment:
Board Report
Agreement

DocuSign Envelope ID: 3ED61682-F8BB-4D02-B616-5E0E54D0101C

Introduced: 1/2/2024
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

a. Adopt a resolution in support of Measure N, the Pajaro Valley Health Care District Bond, on the March 2024 ballot.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution in support of Measure N, the Pajaro Valley Health Care District Bond, on the March 2024 ballot.

SUMMARY:
Measure N, the Pajaro Valley Health Care District Bond, will appear on the March 5, 2024 ballot. If passed, Measure N will raise $116 million to renovate, modernize, and expand healthcare services and equipment at Watsonville Community Hospital and continue to improve healthcare access and equity throughout the Pajaro Valley, southern Santa Cruz County, northern Monterey County and the Central Coast. If Measure N fails, Watsonville Community Hospital's long-term sustainability is uncertain. Closure of Watsonville Community Hospital would likely cause the collapse of Santa Cruz County's healthcare system, adversely impact Monterey County's healthcare system, and have negative impacts on thousands of central coast residents, businesses, and institutions. All funds raised through Measure N can only be invested into the physical improvement and expansion of Watsonville Community Hospital and will have several layers of community oversight to ensure that they are being spent as intended. The County of Monterey Board of Supervisors is committed to the health and well-being of our region's healthcare systems and has played a key role in returning Watsonville Community Hospital back to local, community ownership to preserve healthcare access and promote health equity.

DISCUSSION:
In 2022, Watsonville Community Hospital, which has served the community since 1895, nearly closed following a bankruptcy proceeding brought by the previous for-profit hospital owners. With the help of the State, our County, local leaders, and the community. The Pajaro Valley Health Care District assumed ownership of the hospital in September 2022 and is implementing a turnaround plan to put the hospital on a path toward financial sustainability. Recently, the district adopted a balanced budget for the upcoming year.
However, more remains to be done to ensure our community has access to affordable, high-quality healthcare. Watsonville Community Hospital needs assistance to upgrade and renovate facilities, improve emergency room services, and continue to improve the financial health of the hospital and the wellness of our neighbors.
The Pajaro Valley Health Care District placed Measure N on the March 5, 2024 ballot.

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Measure N would generate $116 million in bonds at a rate of $24 per $100,000 of annual assessed (not market) value, or approximately $2 a month. The funds would be used to:

- Expand and renovate the emergency room, increasing the number of beds from 12 to 22, to provide better emergency care and shorter wait times.
- Upgrade imaging systems including X-rays, MRI, and CT scanners.
- Purchase the hospital property, ensuring local control and saving $3 million a year in rent payments, which could then be used to support nurses, doctors, and better healthcare.
- Repair, replace, or upgrade aging and deteriorated roofs, writing, plumbing, heating, ventilation, and air conditioning systems.
- Modernize the hospital to provide additional local healthcare services.

Measure N is a proactive step toward fortifying Watsonville Community Hospital that supports the community's long-held vision of building a thriving local healthcare provider whose influence on our community's wellness extends far beyond the walls of the facility and can address various health inequities in South Santa Cruz County and North Monterey County and improve health outcomes. Measure N would equip the hospital to meet the evolving needs of our growing and aging population and fortify the Pajaro Valley Health Care District's standing as a transformative and dynamic public entity that can positively impact the region.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office prepared this report. Information was obtained from the Santa Cruz County Elections Department, Monterey County Elections Department, and the County of Santa Cruz.

FINANCING:
Approval of this recommendation will have no impact on the general fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Annette D'Adamo, Legislative Coordinator (MAIII)
Approved by: Nicholas E. Chiulos, Chief Assistant CAO

DocuSigned by:
Nick Chiulos
910D1286CA694A8...

Attachments:
Resolution

DocuSign Envelope ID: 3ED61682-F8BB-4D02-B616-5E0E54D0101C

DocuSign Envelope ID: 83658B6F-476B-453E-84D5-0777F3FF014C

County of Monterey

Board Report

Legistar File Number: RES 23-245

Item No.

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

January 09, 2024

Introduced: 12/19/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to correct the base wage salary range of the Auditor-Controller Analyst I-II classification series as indicated in Attachment A, effective December 2, 2023;
b. Direct the County Administrative Office, Auditor-Controller, and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to correct the base wage salary range of the Auditor-Controller Analyst I-II classification series as indicated in Attachment A, effective December 2, 2023;
d. Direct the County Administrative Office, Auditor-Controller, and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

SUMMARY/DISCUSSION:
The Human Resources Department completed a base wage compensation study on the Auditor-Controller Analyst classification series.

The adjustment to the base wage salary was originally brought to the Board of Supervisors for review and consideration on November 28, 2023, with an effective date of December 2, 2023. However, it was brought to the Human Resources Department's attention that the base wage salary range tables were incorrect. Therefore, we are bringing this item back before the Board of Supervisors for consideration to approve the correct base wage salary range tables with the same effective date of December 2, 2023.

FINANCING:
The financing was presented to the Board of Supervisors in the original report on November 28, 2023.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey

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County.

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

Prepared by: Wendell Sells, Management Analyst III
Approved by: Andreas Pyper, Director of Human Resources

DocuSigned by:
Wendell Sells
8449BE4EF21143B...
DocuSigned by:
Andreas Pyper
3D3E9642CCB9490...

Attachment:
Attachment A
Resolution

DocuSign Envelope ID: 0D90EF02-D6CD-40A1-B116-68FEA0DDAFCA

Introduced: 12/15/2023

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Adopt a resolution authorizing County Administrative staff to partner with Pacific Gas and Electric to conduct research and analysis regarding strategies for community energy efficiency and electrification projects; and
b. Authorize the County Administrative Officer, or designee, to execute Pacific Gas and Electric's Non-Disclosure Agreement that will provide staff with confidential energy infrastructure data; and,
c. Authorize the County Administrative Officer, or designee, to execute any documents necessary to implement this partnership.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Adopt a resolution authorizing County Administrative staff to partner with Pacific Gas and Electric to conduct research and analysis regarding strategies for community energy efficiency and electrification projects; and
b. Authorize the County Administrative Officer, or designee, to execute Pacific Gas and Electric's Non-Disclosure Agreement that will provide staff with confidential energy infrastructure data; and,
c. Authorize the County Administrative Officer, or designee, to execute any documents necessary to implement this partnership.

SUMMARY:
Staff recommend that the Board authorize signing the attached Non-Disclosure Agreement with Pacific Gas and Electric (PG&E) to increase the data accessible to staff for strategic planning for greenhouse gas reductions in the built environment through energy efficiency and electrification programming. A non-disclosure agreement is necessary to partner with PG&E to provide this information, which includes detailed maps of energy infrastructure and energy consumption data in PG&E's service area.

DISCUSSION:
Staff recommend that the Board authorize signing the attached Non-Disclosure Agreement with Pacific Gas and Electric (PG&E) to increase the data accessible to staff for strategic planning for greenhouse gas reductions in the built environment through energy efficiency and electrification programming. A non-disclosure agreement is necessary to partner with PG&E to provide this information, which includes detailed maps of energy infrastructure and energy consumption data in PG&E's service area.

This data will enhance the analytical options available to staff in the effort to prepare the upcoming Community Climate and Adaption Plan. By providing a greater level of detail in data, staff aim to evaluate building decarbonization strategies that better fit the needs and physical infrastructure of the County.

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OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the NDA agreement as to form.

FINANCING:
This item has no financial or budgetary impact.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This item supports the County's effort to prepare the upcoming Community Climate Action and Adaptation Plan.

Mark a check to the related Board of Supervisors Strategic Initiatives

_X_Economic Development
__Administration
_X_Health & Human Services
_X_Infrastructure
_X_Public Safety

Prepared by: Cora Panturad, Sustainable Infrastructure Analyst x5338
Approved by: Deborah Paolinelli, Assistant County Administrative Officer x5309

DocuSigned by:
Deborah Paolinelli
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1/3/2024 | 10:08 AM PST

Deborah Paolinelli, Assistant County Administrative Officer Date

Attachments:
Draft Resolution PG&E Partnership
PG&E Non-Disclosure Agreement

DocuSign Envelope ID: 19EE0E20-0236-47FA-B1C7-5BE828259731

County of Monterey

Board Report

Legistar File Number: 23-941

Item No.52

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

January 09, 2024

Introduced: 12/12/2023

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Authorize the County Contracts/Purchasing Officer or designee to execute an Agreement for the Comprehensive Economic Development Strategy (CEDS) Year 2 Annual Update Standard Agreement for National Council for Community Development Inc. 'Grow America' to perform all tasks necessary to conduct an annual CEDS update for the County of Monterey (County), for the period of six (6) months, for the term of January 9, 2024, through June 30, 2024, in the amount not to exceed $75,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the County Contracts/Purchasing Officer or the designee to execute an Agreement for the Comprehensive Economic Development Strategy (CEDS) Year 2 Annual Update Standard Agreement for National Council for Community Development Inc. 'Grow America' to perform all tasks necessary to conduct an annual CEDS update for the County of Monterey (County), for the period of six (6) months, for the term of January 9, 2024, through June 30, 2024, in the amount not to exceed $75,000.

SUMMARY/DISCUSSION

In June 2021, the County contracted with National Development Council (Grow America Inc.) to update the five (5) year Comprehensive Economic Development Strategy (CEDS) for U.S. Department of Commerce Economic Development Administration (EDA) acceptance. The update engaged many new stakeholders to an economic development strategy but was limited in developing more detailed strategies and projects. The CEDS was adopted by the Board of Supervisors (Board) and ratified by every jurisdiction in the County, a rare achievement. In establishing yearly updates, the County can engage stakeholders in further detailing those priority strategies and using the work for EDA funding applications as well as California economic development resources.

On October 25, 2022, the Board approved an agreement between the County and Grow America Inc. to perform all tasks necessary to conduct the first annual CEDS update for the County of Monterey.

Work on the Year 1 Update began in the fall of 2022 with the establishment of the County's new Economic Development Committee, which comprises members from the public, private, and nonprofit sectors as well as representatives from target industries. In collaboration with the County, Grow America and CVL Economics identified additional stakeholders to interview over the course of the project to gain broader insights into challenges, needs, and priorities across multiple economic

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dimensions. The County also convened four focus groups on topics warranting deeper discussion: Technology and Innovation, Workforce Development, Tourism & Hospitality, and Agriculture. These conversations helped refine the nature of the quantitative analysis and look to indicators that best reflected on-the-ground realities. To that end, the data analysis approach for the Year 1 Update was designed to be more targeted (as opposed to comprehensive) compared to the CEDS; rather than updating every chart from 2021, an emphasis was placed on identifying data points and trends that could most effectively and concisely capture the economic arc of the County in the wake of the pandemic.

Work on the Year 2 Update is anticipated to begin in January of 2024. The County will be collaborating with Grow America and CVL Economics to complete the Year 2 CEDS Annual Update. The Year 1 Update report had three (3) core components: summary of economic conditions, target sector analysis, and spotlight on areas of interest. A Year 2 Update would use the same framework and present the most recently available data for each indicator. Outreach would include the facilitation of up to three focus groups to solicit input on two target sectors and one spotlight section.

The ARPA CEDS Annual Update Agreement/Scope of Services provide the detailed services, programs, and performance measures.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has approved the Agreements as to form.

FINANCING:
Funds for the ARPA Economic Recovery Agreements, in the cumulative amount of $75,000, have been included in the FY 2023-24 Adopted Budget, Fund 001, Department 1050, Unit 8514.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The American Rescue Plan Act funding for a Comprehensive Economic Development Strategy (CEDS) update will provide economic opportunities that support the Board approved strategic initiatives.

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

Prepared by: Isela Sandoval, Management Analyst II, x7214
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

DocuSigned by:
Deborah Paolinelli
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Attachments:
Standard Agreement
Exhibit A

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County of Monterey

Board Report

Legistar File Number: RES 23-238

Item No.

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

January 09, 2024

Introduced: 12/12/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Community Engagement Program Manager and Legislative Program Manager with the salary range as indicated in Attachment A effective January 13, 2024;
b. Amend FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8440-Appropriation Unit CAO004) to reallocate one (1) vacant 1.0 FTE Management Analyst III to one (1) 1.0 FTE Community Engagement Program Manager as indicated in Attachment A effective January 13, 2024;
c. Amend FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8054-Appropriation Unit CAO004) to reallocate and approve the reclassification of one (1) 1.0 FTE Management Analyst III to one (1) 1.0 FTE Legislative Program Manager as indicated in Attachment A effective January 13, 2024;
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2023-24 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendixes A and B to create the classifications of Community Engagement Program Manager and Legislative Program Manager with the salary range as indicated in Attachment A effective January 13, 2024;
b. Amend FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8440-Appropriation Unit CAO004) to reallocate one (1) vacant 1.0 FTE Management Analyst III to one (1) 1.0 FTE Community Engagement Program Manager as indicated in Attachment A effective January 13, 2024;
c. Amend FY 2023-24 County Administrative Office Adopted Budget (Fund 001-Dept. 1050-Unit 8054-Appropriation Unit CAO004) to reallocate and approve the reclassification of one (1) 1.0 FTE Management Analyst III to one (1) 1.0 FTE Legislative Program Manager as indicated in Attachment A effective January 13, 2024;
d. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2023-24 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

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SUMMARY/DISCUSSION:
The County Administrative Office requested that the Human Resources Department study two Management Analyst III positions assigned to the Intergovernmental and Legislative Affairs (IGLA) Division. One position oversees the County's Community Engagement program, while the other position oversees the County's Legislative Program. The objective of the studies was to determine if the Management Analyst III positions, based on assigned duties and responsibilities, were appropriately classified.

The classification studies found the following:

- **Legislative Program:** The incumbent's role in providing legislative program management oversight and responsibility has expanded over the past several years. The incumbent is responsible for managing a highly complex and political program area and providing oversight and direction to state and federal legislative consultants.
- **Community Engagement Program:** The responsibilities of the Community Engagement Program have significantly changed creating a need for the County to provide a higher-level delivery of community engagement services. This requires an advanced level of expertise in gathering complex data, and recommending policies and procedures that promote local government initiatives.

Both classification studies determined that the assigned duties were not consistent with the current classification of either Management Analyst III position. Furthermore, no existing classifications were determined to be appropriate for either position's scope of work. As a result, the classification analysis found the duties would be more accurately reflected in new classifications titled Community Engagement Program Manager and Legislative Program Manager.

To establish salaries for these new classifications, the Human Resources Department completed a base wage compensation study of our ten (10) market comparable agencies; however, not enough matches were found. One (1) match was found in San Mateo for the Community Engagement Program Manager, and two (2) matches were found for the Legislative Program Manager. The County Compensation Philosophy requires a minimum of three (3) benchmark classification matches with comparable agencies to provide sufficient data for analyzing and determining a base wage comparison. The County Compensation Philosophy further states that in the absence of sufficient external data comparisons, the County will use internal comparisons to set base wages for classifications. The internal comparison analysis of the duties, scope of work, complexity, and consequence of error of similarly situated classifications in Monterey County, resulted in similarities being identified between the work of the Sustainability Program Manager, County Homeless Services Director, and the Cannabis Program Manager as they relate to the assigned scope of work, complexity, and consequence of error.

In accordance with the County's Compensation Philosophy, the County of Monterey is committed to providing its employees with competitive compensation in order to attract and retain the highest quality employees to serve the community. Therefore, the Human Resources Department recommends that the Board of Supervisors support the recommended actions to ensure that the future incumbents are compensated commensurate to their positions. Therefore, it is recommended that the salaries of these

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new classifications be set at approximately $12,459 per month at top step.

OTHER AGENCY INVOLVEMENT:
The Board of Supervisors Budget Committee and County Administrative Office have reviewed and concur with the recommendations. In addition, the County Employee Management Association (CEMA) has been provided notice of these recommendations.

FINANCING:
The estimated annual impact to the County Administrative Office for the reallocation to a Community Engagement Program Manager is $37,722 per year and $22,004 for the remainder of FY 2023-24. The estimated annual impact to the County Administrative Office for the reclassification and reallocation to a Legislative Program Manager is $37,722 per year and $22,004 for the remainder of FY 2023-24. The total annual cost is $75,444.03, and the prorated cost for FY 2023-24 is $44,008.

The Department will work to manage the increase within its FY 2023-24 adopted budget and will provide a report to the Board of Supervisors when the mid-year estimate and forecast are presented if it is experiencing budgetary challenges resulting from this cost increase.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared By: Laura Carucci, Associate Personnel Analyst
DocuSigned by: Laura Carucci CCAEEE4188BC4A7...

Approved By: Andreas Pyper, Director of Human Resources
DocuSigned by: Andreas Pyper 3D3E9642CCB9490...

Attachment:
Attachment A
Resolution

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County of Monterey

Board Report

Legistar File Number: RES 23-237

Item No.

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

January 09, 2024

Introduced: 12/12/2023

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $100,000, financed by grant revenues from the California Department of State Hospitals (4/5th vote required).

RECOMMENDATION

It is recommended that the Board of Supervisors adopt a resolution to authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted Budget for the County Administrative Office Intergovernmental and Legislative Affairs (IGLA) -Homeless Services (001-1050-CAO004-8054) to increase appropriations and estimated revenues by $100,000, financed by grant revenues from the California Department of State Hospitals (4/5th vote required).

SUMMARY/DISCUSSION

On July 11, 2023, the Board of Supervisors accepted grant funding from the Department of State Hospitals (DHS) with a timeframe of July 1, 2023, to June 30, 2028, to facilitate a collaborative community stakeholder workgroup focused on developing and implementing local solutions that target the reduction of the number of individuals with serious mental illness arrested and incarcerated for behavior connected to their illness (Attachment A). Local solutions may include, but not be limited to, planning for care court, coordinating treatment, discussing housing options, planning for rearrest and/or reentry into diversion programs. The workgroup shall also focus on targeting the reduction of Felony Incompetent to Stand Trial (FIST) commitments overall within the county.

The total amount of the funding will be $500,000, with $100,000 being paid each year for five (5) years and will be used for planning and the implementation of the community identified goals of the Stepping Up Initiative resolution passed by the Board of Supervisors on April 30, 2019 (Attachment B).

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OTHER AGENCY INVOLVEMENT:
Monterey County Behavioral Health Bureau, Probation, Superior Court of CA, the Coalition of Homeless Services Providers, Sheriff's Office, and District Attorney's Office. The Office of the County Counsel has reviewed and approved this report. On August 30, 2023, the Budget Committee provided it's support of the recommended action.

FINANCING
There are no impacts on the General Fund. The total cost of the program is $500,000 within a five-year span and will be covered entirely by grant revenues from the DHS. The recommended action will increase Fiscal Year 2023-24 appropriations and estimated revenues in the County Administration Office by $100,000 to cover year one of the five-year grant term.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The purpose of this grant is to increase stakeholder collaboration to reduce recidivism of people with mental illness and aligns with the Health and Human Services Strategic Initiative.

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
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

DocuSigned by:
Deborah Paolinelli
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Attachments:
Resolution
Attachment A - Fully Executed Agreement
Attachment B - Approved Stepping Up Initiative Resolution

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Proposal Options for External and Internal Network Penetration Test

Classification: CONFIDENTIAL & PROPRIETARY TO BHIS

Presented to:
Monterey County
Dan Kern

Proposal Number 2023-1193 Prepared by:
Black Hills Information Security, LLC
115 West Hudson St.
Spearfish, SD 57783

Date Issued: October 23, 2023

"Proposal" becomes "Statement of Work" upon signing.

DocuSign Envelope ID: A5D41F5C-2E34-4698-BDAD-17B3A45B6359

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Black Hills Information Security Approach

Monterey County recognizes the need to identify vulnerabilities and associated risk within their organization to improve the security of their IT infrastructure.

Security should augment and strengthen your organization. Some penetration testing firms mistakenly believe that security is the sole business goal for a company or institution. At Black Hills Information Security (BHIS), we understand that your organization is looking for security solutions that drive business and institutional value, among many other considerations. We strive to provide our customers with the answer to one critical question: What actions can be taken to truly improve your organization and make its staff and security architecture better while allowing your organization to perform its other core business functions?

How does our company differentiate itself from others?
Below are several reasons why BHIS stands above and apart from other security consulting companies.

Community Involvement

Due to our commitment to strengthening the entire security community, BHIS strongly believes in giving back to that community. The members of BHIS are part of Paul's Security Weekly (formerly called "PaulDotCom" Security Weekly), the world's largest technical security podcast. We also believe in the power of open-source. We contribute to and are founders of many different open-source projects, such as Recon-ng, Pushpin, the Active Defense Harbinger Distribution, and the Penetration Testing Execution Standard. We have also presented at SANS, Defcon, Black Hat, DerbyCon, and HTCIA, as well as for the FBI, NSA, and DoD. BHIS believes that the landscape for security professionals today requires us to be more patient, persistent, and adaptable than attackers, and that education is the key to instilling these characteristics industry wide.

Non-Traditional Defensive Research

One situation is becoming increasingly evident: Attackers have an advantage on us. Why? Mainly because mainstream defensive tools and techniques are so transparent. Traditional AV vendors and Firewall/IDS vendors encompass 80% or more of most organizations' entire defensive strategy. Without question, a targeted attacker will go through the effort to acquire these same tools and bypass these technologies. This is why BHIS does not simply recommend the same easily bypassed technologies that other penetration testers often propose.

At BHIS, we are on the cutting edge of active defense technologies. In fact, we founded and maintain the only active defense security distribution framework on the internet. The Active Defense Harbinger Distribution is a DARPA-funded project created by BHIS which strives to be an incubator for new defensive ideas and technologies. The mindset of this project fuels everything we do at BHIS.

Meaningful Reports

Human Narratives, Not Just Tool Output

BHIS strives to provide reports to our customers that truly reveal the vulnerable attack surface of your organization, as well as detailing meaningful, real-world mitigations. BHIS does not copy and paste vulnerability scanning results into our reports. Rather, you will find a full narrative that navigates you through the assessment. Our findings write-ups are based on our security consulting experience across many industries and are tailored to your organization's specific situation. Our customers can run many of these tools on their own, yet there is little to no added value in a testing company charging exorbitant amounts of money for a report generated from a free or low-cost tool. Value from a test derives from what

DocuSign Envelope ID: A5D41F5C-2E34-4698-BDAD-17B3A45B6359

is found beyond the scanning results via the experience of the tester. This experience and insight are integrated into every report that BHIS delivers.

Knowledge Transfer
BHIS was founded on world-class training. To date, we have trained over 20,000 information security professionals. Because of our teaching experience, we have a strong philosophical approach built on not just providing a report but detailing our tactics to ensure our customers understand how a given attack was executed and the impact on the customer environment. From web attacks, to AV bypass, to internal pivoting, BHIS works to ensure your employees can recreate what we have done in the penetration test. This focus is reflected in our reports, as our aim is to support strong security teams who can navigate your organization's defensive efforts confidently.

When we complete testing, we promise the following:

1. You will get a report that was generated by a real human being who was active in the testing of your organization. Actual thoughts about your organization and your needs will go into the report. We will never be satisfied by simply clicking "Generate Report" from a tool.
2. Your team will not only know what we found, but they will know how we found it. This approach is important because improving technology is relatively minor compared to improving the capabilities and understanding of your people. We strive to provide knowledge transfer so your team can approach the ever-changing threat landscape with a *methodology* and not just a checklist.
3. As part of this contract, all BHIS customers will gain access to an online Antisyphon Cyber Range for up to five (5) people from their team. This environment contains over 50 different challenges ranging from network, active directory and host-based threat hunting, web application attacks and security, operating system security, and forensics. This proposal item is available upon request for up to one year after contract start.

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Scope Offered by Black Hills Information Security

External and Internal Network Penetration Test

Description

When performing scanning activities over the past years, we have noticed that automated tools are often finding fewer and fewer critical vulnerabilities. While this trend is a good thing, we are also discovering many organizations are vulnerable due to Low or even Informational findings. This is one of the major differentiators for Black Hills Information Security (BHIS). We look at scanning and exploitation as more of an endeavor of learning about your environment, the same way a targeted attacker would. We do not simply run a scanner, look for criticals, and then search tools like Core Impact and Metasploit for an exploit. We use our scanning information to try to understand your network and the individual roles of the computers that comprise it. We want to understand how these points of technology support the overall organizational objectives. With this approach, we find far more vulnerabilities than what is reported by a simple scan.

During the assessment and penetration testing phases, we will perform port scans, vulnerability scans, and testing for all computers, devices, databases, and networking equipment on in-scope networks. We will validate the scans to weed out false positives by manually verifying a subset of results within particular vulnerability classes. However, the true value of a penetration tester over a scanner is going the extra mile of looking at vulnerabilities (including the Low and Informational findings) as well as manually probing the in-scope networks and looking for additional methods of entry or compromise not flagged by a scanner.

Testing is typically performed remotely from BHIS systems connected to the Monterey County network. Several options are available from which BHIS can perform remote, internal network testing – minimizing setup time for your team and eliminating the travel costs of on-site testing.

Black Hills Information Security will use specialized techniques (if applicable) such as document metadata analysis, custom password dictionaries, and other proprietary methods. Remediation guidance will be provided for each vulnerability documented in the report, as well as strategic recommendations for improving the security of the organization as a whole.

Targets

- Up to
  - External (Public) Live Systems:
    - < 175 Live IPs
  - Internal (Private) Live Systems:
    - < 6000 Workstations < 350 Servers <10,000 Network Devices

This scope item will be completed remotely.

Objectives

- Provide a profile of the organization and threat modeling available to potential attackers
- Identify systems and key assets exposed to attackers
- Enumeration of vulnerabilities present on systems
- Provide recommendations for protecting key company assets
- Identify areas where sensitive information is exposed
- Provide evidence of the effectiveness of current defensive mechanisms and attack detection methodologies
- Provide an in-depth understanding of discovered vulnerabilities and repercussions, via exploit attempts, where applicable

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- Provide recommendations for remediation of the identified practices and/or exposures based on the above testing

For web applications, please note that in-depth testing is best serviced by a dedicated BHIS Web Application Penetration Test that follows an industry-standard methodology, such as the one compiled by the Open Web Application Security Project (OWASP). However, as part of a network level assessment, a limited scan with the following high-level goals may be performed from a network perspective:

- Provide recommendations for mitigating select exposures in web applications
- Provide limited inventory of select vulnerabilities in the organization's web applications that may expose users to malicious exploits
- Provide high-level understanding and verification, via exploit attempts, of select vulnerabilities in the organization's web applications

Methodology

Assessment and testing focus on identifying key assets and targeting them to harvest information, just as an attacker would on the inside of the network. These tests will include:

- **In-Depth Company Profiling and Threat Modeling** – One of the values provided by testing is an understanding of what information can be gathered about your organization from open sources and, more importantly, what attackers can do with it. We will use various tools and resources to collect public information about your organization and couple it with custom threat modeling to perform targeted attacks and report on them.

- **Host Discovery and Service Identification** – BHIS identifies hosts using several network scanning techniques. By employing different techniques, we can quickly obtain a list of assets, and enumerate the services on them.

- **Vulnerability Discovery** - To further identify risk, a vulnerability scan is specifically tuned for the environment and then executed. This scan can be run across the network and is used as a baseline for exploitation. Internal testing also provides for the opportunity to run authenticated scans, which means the scanner will need user-level authentication to the targeted systems, which allows the scanner to compare the host's configuration to compliance and various industry standards.

BHIS Background with Network Assessments and Penetration Tests

The staff at BHIS hold multiple certifications in the area of network assessment and network penetration testing. However, certifications often don't tell the whole story.

We also teach network penetration testing for the SANS Institute and offer multiple free webcasts on the topic.

The link below highlights just a few webcasts we have offered in the area of vulnerability assessments and network penetration testing:
http://www.blackhillsinfosec.com/?page_id=4424

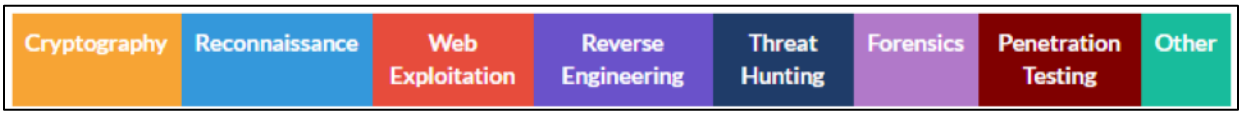
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Antisyphon Cyber Range

As part of this contract, all Black Hills Information Security (BHIS) customers will gain access to an online cyber range for up to five (5) people from their team. This environment contains over 100 different challenges ranging from network, active directory and host-based threat hunting, web application attacks and security, operating system security, and forensics. This proposal item is available upon request for up to one year after contract start.

Challenges

After registration is complete and you've successfully logged into the Antisyphon Cyber Range Scoreboard, you will gain access to the Antisyphon Cyber Range challenges.



Antisyphon Cyber Range Challenge Types

There are seven (7) different challenge types:

1. Cryptography
2. Reconnaissance
3. Web Exploitation
4. Reverse Engineering
5. Forensics
6. Penetration Testing
7. Other

Many of these challenges have hints to help people through them.

The goal of any contract with BHIS is to help wholly strengthen our customers' teams. We fundamentally believe that training should be part of any contract we sign. Because of this, we make this cyber range available to all our customers.

ACE-T™ stands for "Antisyphon Cyber Education Testing." Individuals can get ACE-T™ certified by completing challenges in the Antisyphon Cyber Range, which contains a variety of challenges related to cryptography, forensics, penetration testing, reconnaissance, reverse engineering, and web exploitation. The Cyber Range currently has ten levels of ACE- T™ certification for users to work through.

ACE-T™ certification allows users to demonstrate their infosec expertise to colleagues, management, and HR personnel alike. Users also have the ability to share their ACE-T™ certification level with others by having them look up their name at the following URL: https://lookup.hackhills.com/.

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Deliverables

Black Hills Information Security to Monterey County

- Schedule and coordination
  - Establishment of test dates
  - Project plan
  - Selection of tester(s)
- Rules of Engagement call
  - Review of scope
  - Communication Protocol
  - Confirmation of penetration testing start dates and times
- Report detailed testing results, as described in the Report Format section below:
  - First copy will be considered "draft pending customer comments/input"
  - The first copy will be issued no later than 10 business days from the completion of work. Monterey County then has 10 business days to review the report, add comments, and request changes. BHIS then has 5 business days to issue a response and deliver the final report.
  - If no comments/input are received, the "Draft" will be considered "Final"
  - BHIS will invoice upon report delivery.
- General recommendations for improvement of organizational security
  - Monterey County's questions will be answered for 90 days following completion of work. BHIS cannot guarantee tester's continued availability after this point.

Black Hills Information Security (BHIS) will compile each phase of the security assessment into a report containing the following:

- **Executive Summary** – A highlight of the major problems found and high-level recommendations that address the specific issues, tailored for an executive-level audience. An overall risk analysis rating relative to the discovered findings will also be assigned and described in this section.
- **Methodology** – A complete description of all testing performed, including instructions for recreating the test scenarios so that the organization can re-test after mitigating controls have been implemented (as available).
- **Findings** – A complete description of each major vulnerability found, including details on how it was exploited and what information or level of access was obtained as a result. This section will also contain:
  - ***Discussion*** – A description of how the documented vulnerability could affect the organization if an attacker exploited it
  - ***Recommendations*** – A detailed description of how to fix the vulnerability (as available), including command and configuration examples. Also included are any organizational improvements to policy and/or processes that will help remediate the vulnerability
  - ***Resources*** – Links to information about the vulnerabilities that were found and remediation guides (as available)
- **Supporting Data Archive** – An archive of all tool output and vulnerability scan reports. The archive will also include:
  - Listing of all open ports and likely services based upon fingerprinting and analysis techniques
- **Results of Any Specific Testing (as applicable)**
  - For example, password cracking, wireless assessments, social engineering, and port scanning will be included. Each vulnerability or exposure will be documented in the format described above.

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Monterey County to Black Hills Information Security

- Signed agreement (see separate MSA)
- BHIS strongly suggests testing occur on non-production systems and databases (for web application penetration testing). When needed, we can accommodate two phase engagements, where testing occurs on non-production assets with some issues validated later on production.
- Authentication credentials for the web application(s) to be tested
- Remote access via VPN or other compatible remote access method
- Scoping document with scope authorization. Generated with project management team following award of proposal.
- BHIS will need access to customers testing environment for the 2 weeks of the reporting period
- Primary Project Contact and Primary Technical Contact information:

Primary Project	Primary Technical (if different)
Name: Dan Kern	Name:
Title:	Title:
Email:	Email:

Please note, the project management team will generate a scoping checklist in conjunction with the BHIS customer during meetings, following the signing of the statement of work. Below is a breakdown of some of the items typically covered in the scope checklist.

- Targets or technical points of focus
- Primary and backup points of contact
- Notification procedures for critical findings
- Authorized testing timeframes
- Notification procedures and protocols for customer points of contact
- Meetings, notifications, and contact frequency and format
- Sensitive and/or prohibited ranges and systems
- Customer guidance to testers
- Etc.

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Project Timing

Timing

Please note that the timing of this project will be determined following signature of proposal/statement of work. The schedule will be generated by the BHIS project team, following coordination with Monterey County regarding deadlines, tester availability, and customer enterprise environmental factors (e.g., remote access, test string availability, blackout dates, support personnel etc.). No guarantees on schedule can be made that are not identified in this section.

BHIS has not preplanned this work.

Work that has not been preplanned may take six to twelve (6-12) or more weeks to commence, starting from the date of a signed proposal/statement of work. This estimate is based on current workloads, resources, and projections.

Cancellation or rescheduling of work without 4 (four) weeks prior notice will incur an additional charge. The following schedule may be enforced if BHIS is not able to reschedule work to avoid idling a tester.

- Less than 4 weeks' notice incurs an additional 20% charge
- Less than 2 weeks' notice incurs an additional 50% charge
- Day of start or within testing time frame incurs an additional 100% charge

BHIS will make a reasonable effort to reschedule work for testers and avoid the additional charge. Additional charge shall be assessed only on the portion of a test that is delayed or cancelled.

The table below is listed for planning and estimation purposes. This reflects time on keyboard or on-site actively engaged in the testing methodology. It does not include planning, coordination, set up, reporting or debriefing the customer. As all BHIS engagements are timebound, proper guidance from Monterey County will result in optimal coverage within the time constraints.

Service Options	Estimated Active Tester Time for Planning Purposes
External Network Penetration Test <175 Live IPs	4 days
Internal Network Penetration Test <6000 Workstations <350 Servers < 10,000 Network Devices	7 days
Antisyphon Cyber Range	Within a Year

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Fees

Quote

The following fixed fee(s) for service below is/are good for 45 days from issuance.

Fee(s) include(s) project setup, coordination, test preparation, standard report production, report review, report editing, and comment resolution. Any work beyond this description and the work described in each section above should be discussed with the BHIS team prior to signing of this proposal. All line items are timebound.

Remote Testing Options	Estimated Active Tester Time for Planning Purposes	USD
External Network Penetration Test <175 Live IPs	4 days	$14,080
Internal Network Penetration Test <6000 Workstations <350 Servers < 10,000 Network Devices	7 days	$23,680
Subtotal		**$37,760**
Onsite Testing		
NA	NA	NA
Subtotal		**NA**
Assessment Total (not including any applicable travel expenses)		**$37,760**

Included Services	USD
Antisyphon Cyber Range ($1,800 Value)	Included

There is no decrease in cost if customer chooses not to select the included service. The included service is available upon customer request.

NOTE: Daytime/business hours testing is assumed. Daytime/business hours are defined as 8am ET to 6pm PST, Monday through Friday. Automated scanning may be run off-hours but not penetration testing.

Remediation validation (remediation check of reported findings) can be added as an option as one day blocks of $2,500. Remediation validation must be completed within 30-60 days from the Initial Report. Ongoing remediation validations are limited to one validation. Remediation validations cannot be performed on Pivot, Red Team, Physical, and Wireless tests.

Client is invoiced per the MSA or monthly for work completed over an extended period of time.

The above statement of work is hereby accepted and will be executed in accordance with the signed Master Service Agreement on file. In consideration of the mutual promises herein contained and other good and valuable consideration (the receipt of which is hereby acknowledged), authorized representatives of the parties have signed this Agreement as of the Effective Date.

Monterey County	**BHIS**
Signature:	Signature: DocuSigned by: Nora Fletcher CD99DA2F5E8C407...
Name:	Name: Nora Fletcher
Title	Title Project Management Professional
Date:	Date: 11/29/2023 | 4:34 AM MST

Invoice Name(s)/POC(s):
Invoice Address:
Invoice Email:
Invoice Phone:
Invoice Mailing address of company is different than physical address:
Special Instructions, if required:

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Appendix A: About Black Hills Information Security

Black Hills Information Security is a leader in the information security industry. We are part of the most popular weekly security podcast on the topic, provide monthly webcasts on late-breaking computer attack vectors, and frequently speak at internationally recognized conferences in addition to teaching for the SANS Institute.

John Strand, GCIH, GCFW, CISSP
John is the Owner of Black Hills Information Security (BHIS) and has both consulted and taught hundreds of organizations in the areas of security, regulatory compliance, and penetration testing. John is also an instructor and course author of BlackHat's "Active Defense, Offensive Countermeasures, and Hacking Back" and the SANS Institute's "Hacker Tools, Techniques, Exploits and Incident Handling" classes. John is co-author of the" Offensive Countermeasures: The Art of Active Defense" book and is a contributor to the industry shaping Penetration Testing Execution Standard and CIS Critical Security Controls frameworks. He leads the Hunt Teaming, Command & Control (C2)/Data Exfiltration and Pivot testing development at BHIS. He is a dynamic speaker at IANS symposiums and other conferences worldwide. In his spare time, he co-hosts the Hack Naked TV and Security Weekly podcasts.

Ethan Robish, GCIH, GREM
Before becoming the second full-time employee at BHIS, Ethan interned with BHIS for 4 years while he obtained a B.Sc. in Computer Science and a minor in Mathematics at South Dakota School of Mines & Technology. During that time Ethan implemented defensive security solutions for the Exchange Online security team as an intern at Microsoft and obtained his GIAC Certified Incident Handler certification from the SANS Institute. Ethan is the project lead of the Active Defense Harbinger Distribution.

Joff Thyer, GXPN, GWAPT, GPEN
Joff has over 25 years of experience in the IT industry in roles such as enterprise network architect, network security defender, penetration tester, and malware researcher. He has experience with intrusion detection and prevention systems, penetration testing, engineering network infrastructure defense, and software development in multiple programming languages.

Joff has taught "Automating Information Security with Python" at the SANS institute and developed/taught information security classes "Enterprise Attack Emulation/C2 Channels", "Regular Expressions", and a beginner "Introduction to Python" course for AntiSyphon training. Joff is also a faculty member with the IANS research group in Boston, MA.

Joff holds a B.Sc. in Mathematics, an M.Sc. in Computer Science, and holds the GIAC certifications GPEN, GPYC, GWAPT, and GXPN. He helps lead technology development, assumed compromise testing, and malware research techniques at BHIS. In his free time, Joff enjoys woodworking and being a musician.

Beau Bullock, OSCP, OSWP, GCIH, GCFA, GSEC, GPEN, GXPN
Prior to joining BHIS, Beau's primary role has been implementing security controls to protect information and network assets. He has held information security positions in the financial and health industries. Beau has experience with all aspects of enterprise network security including penetration testing, vulnerability analysis, data loss prevention, wireless security, firewall management, and employee security training. In his spare time, he hosts the Hack Naked TV information security webcast and presents at conferences. Beau holds a B.S. in Information Technology.

Brian Fehrman GXPN, OSCP
Brian Fehrman has been with Black Hills Information Security as a penetration tester and security analyst since 2015, but he has been interested in security since his family got their very first computer. Brian has a passion for learning; he spent eight and a half years as a full-time student prior to his career. In this time, he obtained a BS in Computer Science, an MS in Mechanical Engineering, and an MS in Computational Sciences and Robotics. Beyond that, he is a GIAC certified Exploit Researcher and Advanced Penetration Tester (GXPN), an Offensive Security Certified Professional (OSCP), and he will

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begin working towards a PhD in Cyber Operations in the Fall of 2019. Brian's love of learning is evident in his work too, as one of his favorite aspects of his job is the continuous new challenges that push him to improve his skills. He enjoys being able to protect his customers from "the real bad guys" and his favorite aspects of security include internal-network pivot tests, red teaming, and hardware hacking.

David Fletcher, GSE, GSEC, GCIA, GCIH, GCFA, GAWN, GISP, GLEG, GCPM, GWAPT, GPEN, GXPN
David Fletcher has been working for Black Hills Information Security as a penetration tester and security analyst since 2015. He has spent most of his career working for the US Air Force and engaged in a variety of disciplines within the IT industry including boundary defense, web and application development, system administration, and offensive cyber research. David approaches penetration testing with a creative mind, treating each test as a puzzle and always exploring new methods of exploitation. He holds a BS in Electrical Engineering and an MS in Information Security Engineering from the SANS Technology Institute. Outside of work, David enjoys playing the guitar, hunting, and fishing.

Brian "BB" King, GXPN, CEPT, CISSP, GCIH, GCIA
BB has been a Security Consultant at BHIS since 2015 and a penetration tester since 2008. In previous corporate security roles, he developed application security testing and reporting standards, worked with development teams to improve coding practices, and with new penetration testers to help them gain proficiency and understanding. At BHIS, he specializes in web applications and web APIs, and sees developers and QA engineers as partners in the never-ending quest to make security part of the development lifecycle instead of just a checkpoint near the end. He teaches penetration testing and reporting classes with Antisyphon Training and at local security conferences whenever he can.

Derek Banks, CISSP, GCFA, GNFA, GCIA, GCIH, GMOB, GPEN, GSEC Gold (Ret.)
Derek has been a Security Analyst for Black Hills Information Security since 2014 and has been in the IT industry for his entire career. He has experience in forensics, incident response, creating custom host and network-based monitoring solutions, penetration testing, vulnerability analysis, and threat modeling. Derek has a BS in Computer Information Systems and a MS in Data Science. Derek enjoys spending time with his family, staying physically fit, outdoor activities, and playing the guitar.

Sally Vandeven, GIAC (GSE, GCIH, GPEN, GWAPT, GCIA, GNFA, GCFE, GCFA, GREM, GSEC, GCPM, GCWP), CISSP, CCE, GAWN
Sally Vandeven has been a security analyst and penetration tester for Black Hills Information Security since 2015. She also currently works as a faculty research advisor for the SANS Technology Institute graduate program. Prior to joining the team at BHIS, Sally worked as an application developer, Linux system administrator, and a mom, which she describes as the best job in the world. Sally has a talent for physical security tests, but she also enjoys internal pivot tests, cracking passwords, and finding new and unique ways to approach her work. Sally has many hobbies outside of work, her top three are hiking, biking and juggling.

Rick Wisser, GCIH
Rick has over 15 years of experience in networking, system infrastructure, and deployment. His past experience includes working in an information systems capacity, engineering, and engineer management. Rick served in the Air Force and his career has involved medical systems, aerospace/defense, telephone, storage devises, radio frequency, wireless communications and other specific proprietary computing systems.

C. J. Cox, CISSP, QSA, GSNA
C. J. has over 25 years of experience in information technology and security in both government and industry. He has worked in in roles to include help desk, system administration, classroom teaching, network operations Information System, Security Officer, Information System Security Manager, Information System Security Engineer, and technology management.

Jordan Drysdale, GCIH, GPYC, CCNP, VCP, HP MASE, FCNSP

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Jordan Drysdale has been with the Black Hills Information Security family since 2016. He is a security analyst, penetration tester, and member of the systems administration team. Jordan came to BHIS with a very strong background, including many years of work in networking tech support and systems engineering. Throughout the years with BHIS, Jordan has fostered growth initiatives, developed training courses, and shared knowledge with anyone willing. Jordan now serves as part of the quality control team and serves as one of BHIS's external and internal network testing leads.

Craig Vincent, OSCP (retired), OSWP (retired), GWAPT
Craig Vincent is a security analyst and penetration tester and has been with Black Hills Information Security since early 2018. He has a background in software development, red teaming, and systems engineering with a B.S. in Computer Science and a B.S. in Computer Security from Fairmont State University. He has the OSCP, OSWP, CEH, and Security+ certifications. When on an engagement, Craig has the keen ability to find a couple of seemingly minor vulnerabilities that he can exploit together for a more interesting result...the "popping of boxes.

Kent Ickler, GCIH, MCSE, MM
Kent Ickler has nearly 20 years of experience working in the Information Technology fields. He has a Masters in Management with undergraduate studies in Network Design and Management. He has extensive background in telecommunications, Financial Services, Higher Education Management and SMB industries. His background in Business Management provides a thorough understanding of how Business Operations are supported by Information Technology and how the complex and critical nature of Information Security can make or break business in today's environment.

Bryan Strand, GHIC, GCCC
While Bryan's focus at Black Hills Information Security is currently the Manger of Business Capture, he has a growing passion for strengthening defenses through the CIS 20 Critical Controls. He has earned his GIAC Certified Incident Handling Certification and GIAC Critical Security Controls Certification.

Justin Angel, OSCP, OSCE
Justin is a technical resource with a passion for network-based offensive security. He developed a foundation for InfoSec while pursuing his Bachelors Degree in Information Security and Assurance at Kennesaw State University, where he graduated Magna Cum Laude in December of 2013. Certification programs, such as the Offensive Security Certified Professional (OSCP) and Offensive Security Certified Expert (OSCE), later allowed him to obtain a practical skill set that now enables him to creatively identify and exploit vulnerabilities pursuant to achieving threat objectives during engagements.

Michael Allen, OSCE, MLSE, CISSP, OSCP, SEPP
Michael Allen is a Senior Security Analyst and Red Team Practice Lead who joined the team at Black Hills Information Security (BHIS) in 2019. Having started hacking and picking locks at an early age, Michael has since turned "doing things he's not supposed to do and going places where he's not supposed to be" into an impactful career. He has a multitude of infosec certifications and his “think like a criminal” mindset on security assessments brings incredible value to the clients he serves. Pentesting isn't just a job for Michael; it's a way of life, in which he brings fun, creativity, and passion to every hack, breach, and bypass he attempts.

Dale Hobbs, GSEC, GCIA, GCIH, GPEN, GCCC, GDAT, CRTP
Dale has over 22 years of experience in networking, system administration, and security operations and engineering. His past experience includes heading up the infosec team for a large North American Retail company where he built their security program from the ground up. Dale holds the GSEC, GCIA, GCIH, GPEN, GCCC, GDAT certifications and is an active member of the SANS Advisory board.

Mike Felch
Mike is a red team lead and security researcher at Black Hills Information Security along with being an active instructor and course creator for offensive security training curriculum. Prior to joining BHIS, he was Vice President of Security Research for an infosec startup leading technical teams and exploiting

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hardware. Throughout his career, he's held roles as a software engineer, pentester, and system administrator. Mike is a divergent thinker who enjoys cognitive challenges and understands the power of collaboration. He's actively involved in the infosec community as a public speaker and regularly open sources red team tools and security research.

Corey Ham, OSCP
Corey is a security analyst at BHIS, specializing in penetration testing and red teaming. He has over 8 years of experience in offensive security consulting focused around adversary simulation engagements and TTP development. Corey has been a speaker at various conferences, including defcon red team village and source zero con. He has published and contributes to open source projects focused primarily around OSINT. Outside of security, his technical interests include infrastructure and development, and his personal hobbies include the outdoors and cars. Corey graduated with a BS in computer networking from Baldwin Wallace University in Berea, OH.

Tim Fowler, OSCE, OSCP, OSWP, CISSP
Tim Fowler has been working for Black Hills Information Security as a penetration tester since 2021. Prior working for BHIS, he worked in the financial sector as a cyber security research scientist and red teamer, as well as managed all cyber range operation for a financial institution. Prior to that he worked as a security consultant, performing penetration testing, policy review, and incident response. Tim is active in the information security industry and as contributed by giving talks at various conference's, developed a wireless penetration testing training course and served as a mentor for a collegiate cybersecurity program. Outside of work, Tim enjoys spending time with his family, working in his woodshop, tinkering with his CNC machines, and training for long course triathlon's.

Ben Burkhart, OSCP, ESCP. ESCPPT, Sec+
Ben Burkhart is a security analyst and penetration tester at Black Hills Information Security with experience focusing on enterprise Windows Active Directory networks and internal penetration assessments. Ben has also worked to help organizations bolster their security incident detection and response capabilities by performing adversarial threat emulation activities. Ben has led and delivered internal, external and application penetration assessments as well as incident response, assumed breach and cloud security audits for organizations of varying size and industry, including Fortune 25 companies. Ben has a non-traditional background, including a lifetime of tinkering with technology and a storied career bartending in Chicago. When he's not working, Ben enjoys running, video games, and caring for a retired racing greyhound named Louise.

Ralph May, OSCP
Ralph May is a penetration tester and security analyst for Black Hills Information Security. Ralph joined the BHIS team in 2020. Before joining BHIS, Ralph works for a competing firm as a penetration tester for the last five years. Ralph has delivered on a diverse set of engagements to included advanced adversary simulations, physical engagements, and advanced hybrid cloud penetration tests. Ralph is extremely active in the security community, speaking at multiple conferences and contributing to numerous open-source security tools. Ralph is a US Army veteran, having worked directly under the United States Special Operations Command as a soldier and civilian on many different information security challenges and treat actor simulations.

Kevin Klingbile, GIAC (GSE, GMOB, GCCC, GMON, GCLD, GDAT, GCDA, GPEN, GBFA, GWAPT, GCFE, GNFA, GSEC, GCIH, GCWN, GCIA, GNSA), CISSP P
Kevin has over 18 years experience working in the Information Technology field. Prior to joining the team at BHIS, Kevin worked in energy utilities, telecommunications, and healthcare industries. He has held positions from helpdesk to network engineer, systems admin, and security analyst. Kevin is a contributor to the IT security community as an advisor on the CIS top 20 controls panel. He also teaches security courses at Western Dakota Tech as an adjunct professor. He holds an MBA in Information Technology Management and a BS in Information Technology.

Ashley Knowles

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Ashley has over a decade of experience in Cyber Security. She has spent her career working as a penetration tester providing internal and external network penetration tests, web application, social engineering, WiFi and physical assessments. Ashley also spent three years leading an internal red team and developing custom red team tooling. Ashley holds a B.S. in Information Science and Technology and is currently studying for a M.S in Cybersecurity at DePaul University.

Luke Baggett, GSEC, GPEN, GCIH, GCIA, GCFE, GXPN
Luke Baggett is a security analyst for Black Hills Information Security. Before joining BHIS, he worked in roles involving network security monitoring and systems administration. Luke holds a BS in Computer Science from the Georgia Institute of Technology and multiple certifications from the SANS Institute.

Sean Verity, GXPN, GPEN, GAWN, CISSP
Sean Verity began working for Black Hills Information Security (BHIS) in March of 2022 as a security analyst and penetration tester. Prior to working at BHIS, Sean built a comprehensive ethical hacking program for one of the largest federal credit unions in the United States (US). Sean is also a US Marine Corps (USMC) veteran. During his time in the USMC, Sean discovered his calling when he learned that there was a profession that would allow him to hack (legally, of course). Sean is excited to be on a team with like-minded individuals and to participate in passing on knowledge. Outside of work, Sean enjoys laughing at his wife's jokes, hunting, gardening, and working out.

Joseph Kingstone, OSCP, OSWP, CISSP, CRTO, CRTP, MCSA, eCPTX, eCPPT, eWAPT, PNPT
Joseph has been in I.T. since 2014 and in Cyber Security since 2015. Joseph has held roles from Tier 1 Help Desk/System Administrator to Senior Operator on Red Team engagements. His favorite part of working at BHIS is collaboration among a large group of talented testers and helping customers understand, plan, and fix vulnerabilities. Outside of work Joseph enjoys tinkering with cars, exploring the planets with a telescope, and helping fellow veterans break into CyberSecurity.

Gabriel Prud'homme, OSEP, OSCP, PACES, CRTE, CRTP, CRTO, CARTP
Gabriel Prud'homme joined Black Hills Information Security (BHIS) in 2022 as a full-time Penetration Tester / Security Analyst. Gabriel previously worked in the IT field for 15 years before transitioning to security as a pentester for a large telecommunication company where he delivered internal, external, social engineering, and wifi security assessments for various industries. His curiosity and passion have driven him to acquire several certifications over the years. He is honored to be part of the BHIS team for their "doing the right thing and doing it right" philosophy. During his free time, he enjoys "taking the time" with his family, backpacking, and scuba diving.

Melissa Bruno
Melissa Bruno began working for BHIS as a Security Analyst in March of 2017. Her focus is on penetration tests for web applications, external networks, and internal networks. Melissa has a bachelor of science degree in computer information systems with a concentration in information security, and prior to joining BHIS she worked on securing systems and programming security tools as a Security Engineer. She describes testing at BHIS as being akin to "going on a treasure hunt every day." Outside of work she is an avid reader of sci-fi and fantasy novels, as well as technical books that help hone her skills.

Daniel Pizarro, PNPT, eCPPT, eWPTX, eWPT, eJPT, OSWP, OSCP, PenTest+, CySA+, Security+
Daniel Pizarro is a Security Analyst and Penetration Tester at Black Hills Information Security (BHIS). Before joining the BHIS team, Daniel developed open-source security tools, worked as a penetration tester, participated in bug bounty programs, and worked as a cyber security instructor. His responsibilities at BHIS include web application and external penetration testing, as well as internal infrastructure testing.

Alyssa Snow
Alyssa Snow joined Black Hills Information Security as a security analyst in the Spring of 2022. Alyssa holds a BS in Computer Science. She began her career building automated security solutions as an application security intern. Previously, Alyssa worked on an internal offensive security team at a software company. Alyssa chose to work at BHIS because of the team full of inspiring people who are passionate

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about security and educating the community. Outside of work Alyssa enjoys spending time outdoors with her loved ones.

John Malone, eJPT
John Malone has a background in management consulting and physical security, and recently began working with Black Hills Information Security. He holds an Associates of Science degree in Computer Networking and a graduate-level education in Organizational Psychology. John's experience ranges from contracting as a security officer up to holding a leadership position as an account manager for a Fortune 500 client, where he had full ownership of the organization's Midwest physical security operation. He has experience in physical penetration tests, along with some webapp, internal, and wireless network tests. Outside of work, John enjoys competing in CTF events, creative writing, and spending time with his family.

Steve Borosh, OSCP
Steve Borosh is a proud U.S. Army Infantry veteran and security consultant at Black Hills Information Security. Steve has extensive experience as a penetration tester, red team operator, and instructor since 2014. Steve has instructed courses on penetration testing and red teaming for the public, private, and federal law enforcement sectors. Steve also has experience teaching and speaking at conferences such as Blackhat, various BSides events, Gartner, and others. Steve maintains a blog and GitHub repository to share knowledge and open-source offensive tools with the community. Steve earned a B.S. in Computer and Information Science from ECPI University.

Jack Hyland
Jack Hyland started interning with Black Hills Information Security in 2021 while finishing up his bachelor's and master's in cyber-security. Throughout his college career, he worked for a research lab dedicated to studying deep-learning attacks and defenses against popular privacy technologies such as Tor. While working for the lab, his peer-reviewed research was published and presented at an international conference. Jack enjoys participating in CTFs and cyber-security competitions to stay active in the community and was a finalist at the 2022 Collegiate Penetration Testing Competition. He now works as a full-time tester for Black Hills Information Security and specializes in web-application penetration tests. Outside of work, he enjoys rock climbing, snowboarding, and homebrewing IPAs.

Troy Wojewoda, GSE, GRID, GNFA, GCFA, GCIH, GCIA, GREM, GAWN, GSEC, GSEC Gold, CISSP
Troy is a security analyst and penetration tester at Black Hills Information Security. Prior to joining BHIS, Troy has held roles in application and system administration, host and network intrusion detection, wireless security, penetration testing, digital forensics, malware analysis, threat hunting and incident response. In addition to earning several professional certifications, Troy has a BS in Computer Engineering and Computer Science. Troy enjoys writing custom tools and developing novel techniques for testing the security posture of an organization. Away from work, Troy enjoys spending time with his family, camping/hiking in the mountains, homebrewing, woodworking and coaching children in STEM programs.

Hal Denton, Network+, Security+, CEH, GREM, GPEN, GCFA, GNFA, CISSP
Hal Denton joined the Black Hills Information Security (BHIS) team in December 2021. In his role as a Security Analyst, he works DFIR engagements/development, as well as hunting and threat detection creation. Hal started his career over 20 years ago, moving through different roles such as help desk, system admin, security engineer, incident response, digital forensics, malware analysis, threat hunting, threat intel, research, and SOC lead. Hal says, “I love the fact BHIS is trying to provide an easier on-ramp for the next generation of security professionals… to be a part of the family was a no-brainer.” Outside of work, Hal enjoys spending quality time with his family, disconnecting from technology by going backpacking through the woods, and a variety of hobbies such as 3D printing, home improvement, and gardening.

Bradley Konsela
Bradley is a Linux enthusiast, hacker, and musician. He has an academic background in computer science and a professional background in IT and supercomputing cluster system administration. He

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joined the BHIS team in 2019. When he isn't testing, he can often be found tinkering with Linux, building and playing synthesizers, and rock climbing with friends.

Chris Traynor, GSEC, GCIH, GWAPT, GPEN
Chris joined Black Hills Information Security (BHIS) in July 2022 as a Penetration Tester, where he is responsible for Pen Testing web apps, APIs, and networks. Chris has over 15 years of experience in Web/Mobile App development, QA Automation, and Penetration Testing. He is also a TA for SEC504, SEC542, SEC560, & SEC580 with the SANS Institute where he is working on becoming an instructor. Chris is an active member of the GIAC Advisory Board, InfraGard, and The Open Organization Of Lockpickers (TOOOL).

Jason Mehlenbacher
Jason Mehlenbacher joined the Black Hills Information Security (BHIS) team in January 2022. As a Penetration Tester, he performs security testing for customers and provides detailed reports of the findings. Previously, Jason worked at Comerica Bank as technical lead for a networking/security team, and before that, he was an IT specialist for the Air Force. Jason was drawn to work at BHIS because of the people and environment; he values the knowledge-sharing community. When he's not working, Jason can be found spending time outdoors, riding his motorcycle, and gaming.

Isaac Burton
Isaac is a penetration tester at Black Hills with 7 years of work experience in various fields including infrastructure, supercomputing, cybersecurity course development, tool creation and ethical hacking. He is proficient in JavaScript, Python and C programming, and specializes in web application and API testing. Isaac enjoys a challenge and is constantly searching for new learning opportunities. Outside of work, he enjoys hardware hacking, video games, going to the gym, and working on his Jeep.

Fernando Panizza, OSCP, OSWE, CRTO
Fernando has been a Penetration Tester at BHIS since March 2022, he has over 8 years of experience in information technology and over 5 in information security working with government and financial organizations. Prior to joining BHIS, Fernando was a security consultant performing penetration testing and incident response. Outside of work he enjoys security challenges, music, video games and martial arts.

Terry Reece, GCFA
Terry is a penetration tester at Black Hills Information Security with 25 years of experience in a broad range of fields within information security. His past experiences include providing incident response and penetration testing services across a wide variety of industries including healthcare, government, retail, non-profit, and financial. Outside of work, Terry enjoys fishing, playing guitar, and spending time with his family.

Phil Miller, OSCP
Phil Miller joined the team at Black Hills Information Security (BHIS) in the spring of 2022 as a Penetration Tester working on web application, external, and internal network testing. Prior to this role, he was an information security associate for an e-commerce B2B company. Phil chose BHIS because of the "the amazing content and fantastic quality of work that they deliver, and it's an awesome group of talented individuals." He loves being on a team with folks who are also passionate about their work. Outside of work, he enjoys the arts (drumming & music, drawing & painting), as well as sports (golfing, bowling, and basketball).

Serena DiPenti
Serena DiPenti joined Black Hills Information Security (BHIS) in April 2022, after previously working as a network engineer at Cisco. As a Security Analyst and Content Creator, she communicates pentester concepts through content. Serena chose to join BHIS because she wanted to be a part of a company that fosters community. She values the flexibility to create what she wants and the opportunity to collaborate with incredibly intelligent people. Outside of work, she can be found biking, creating on TikTok, and trying new hobbies.

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Cameron Cartier
Cameron Cartier joined Black Hills Information Security in 2023 as a Penetration Tester. In this role, she hacks things, teaches things, and researches things of all sorts. Cameron loves the friendly collaborative environment; she gets to do cool things with cool people and get paid for it. She is a graduate student researching privacy enhancing technologies. Outside of work, Cameron enjoys jiu-jitsu, gardening, hanging with friends, and adventuring in the mountains.

Kaitlyn Wimberley
Kaitlyn Wimberley joined BHIS in March of 2022 as a SOC Security Analyst. Kaitlyn obtained her Master of Science in Cyber Security from New York University in 2021 with high honors. While at NYU, she worked as a teaching assistant in NYU's Offensive Security course, and served as president of the OSIRIS security lab. Kaitlyn has also earned the Pentest+ and BTL1 certifications. In her spare time, Kaitlyn enjoys the usual things (games, music, and reading), attempting to keep plants alive, and going on adventures with her family.

Kiersten Gross
Kiersten is a security analyst and SOC member. Prior to joining BHIS, he worked as a shop-hand. Kiersten has a BS in Software Development and an MS in Cybersecurity. Away from work, Kiersten enjoys spending time in the mountains with his family.

Dave Hoff
Dave is a Cloud Architect and Systems Administrator at Black Hills Information Security. Prior to joining BHIS, Dave worked in the higher education industry and has worked in incident response, detection engineering, SIEM design and maintenance, threat intelligence, and network security monitoring. Dave earned a BS in Information Systems and enjoys automating his work and sharing his knowledge with others. When he's not working, Dave enjoys building specialized vehicles, playing music, and camping.

Michael Getman
Michael is a SOC analyst at Black Hills Information Security. Prior to joining BHIS, Michael held roles as an enterprise technician and systems administrator. Michael ha a AAS in Network and Systems Administration.

Hayden Covington
Hayden is a security analyst at Black Hills Information Security. Prior to joining BHIS, Hayden worked in the SOC of a naval contractor as a tier 2 analyst, SOAR/SIEM engineer, and the enterprise insider threat lead. In addition, Hayden has also worked in a forensics, administrative, and project management capacity in the past. Hayden has a BS in Cybersecurity from Regent University where he served for multiple years as vice president of the university’s student activities board. With a passion for process improvement and automation, Hayden is always on the lookout for ways to optimize processes, freeing up time for more valuable tasks. Outside of work, Hayden enjoys triathlons, motorsports, and tinkering in various other hobbies.

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INFORMATION SECURITY SERVICES
MASTER SERVICE AGREEMENT

This Master Services Agreement (the "Agreement") is by and between Black Hills Information Security, LLC., a South Dakota Corporation with offices at 115 West Hudson St. Spearfish, SD 57783 ("BHIS"), and Monterey County, a local government, County entity with offices at 1590 Moffett Street Salinas, CA 93905 ("Client"), is effective the 9th day of January, 2024 (the "Effective Date"), and sets out the terms and conditions under which BHIS will provide and Client will receive Services specified in Statements of Work.

Payment Terms

1. All rates for travel and per-diem will be in accordance with GSA rates for the area and are per consultant.
2. Any travel expenses (hotel, mileage and per-diem) will be invoiced separately from the amount listed above. Full payment of expenses is due 30 days after date of invoice.
3. Client will reimburse Consultant for authorized travel expenses, including airfare, GSA rate per diem, car rental (if required), and hotel, in addition to the project fees. BHIS will not bill for travel time to and from the Client designated location(s).
4. The initial draft report will be issued no later than 10 business days from the completion of work. Client then has 10 business days to review the report, add comments, and request changes. Consultant then has 5 business days to issue a response at which time report becomes final.
5. Client will surrender payment to BHIS no later than 30 days from invoice. BHIS invoices upon final report.
6. BHIS's fees do not include sales, use, excise, occupation, privilege, and value-added or similar taxes. Client shall be responsible, on behalf of itself and its Affiliate(s), for the payment of all taxes and fees assessed or imposed on the Services provided or the amounts charged under this agreement in any country or territory in which Client receives the benefit of the Services, including any sales, use, excise, value-added, or comparable taxes, but excluding taxes for which Client has provided a valid resale or exemption certificate. Should any payments become subject to withholding tax, Client shall be responsible for payment of said taxes to the appropriate tax authority in accordance with applicable tax laws. BHIS shall not be liable for any withholding tax, penalty or interest due as a result of Client failure to pay any applicable tax.
7. Engagement timelines and investment levels assume timely participation by Client in all aspects of the project. In the event that Client delays the engagement by failure to deliver required material, communication, not scheduling or participating in required events, or otherwise extending the timeline of the engagement, BHIS reserves the right to adjust the delivery dates and the professional fee and re-invoice Client for any additional work and associated costs that result from the delay.
8. If the Client team ceases to interact with BHIS for a period of more than 90 days, the project will be deemed to be concluded, and final billing will be submitted.
9. The schedule is determined following a signed proposal or statement of work. Any change to the schedule or scope of an engagement following establishment must be mutually agreed upon in

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writing. If, in BHIS' judgment, the change requires additional work, support, and travel not included in the statement of work, BHIS reserves the right to adjust the delivery dates and the professional fee for the engagement and will re-invoice Client.
Any changes to the schedule must be agreed to by both parties.
BHIS may substitute scheduled testers at BHIS discretion to meet schedule.
Client schedule changes require four weeks of notice to avoid incurring a penalty. The following schedule may be enforced if BHIS is not able to reschedule work to avoid idling a tester.

- Less than 4 weeks' notice incurs an additional 20% charge
- Less than 2 weeks' notice incurs an additional 50% charge
- Day of start or within testing time frame incurs an additional 100% charge

BHIS will make a reasonable effort to reschedule work for testers and avoid the additional charge. Additional charge shall be assessed only on the portion of a test that is delayed or cancelled.

10. Payment shall be made by direct transfer or check. Payment by credit card is not permitted.

Audit & Penetration Test Authorization

11. **Purpose.** The purpose of this agreement is to set forth the agreement regarding consulting or network security scanning and penetration testing offered by BHIS to Client. BHIS shall utilize industry standard software to perform electronic scans of Client's networks and/or firewalls or on any system attached to the Client network(s). Measures will be taken to avoid damaging networks and systems, as well as the data contained within such networks and systems. If damages caused by BHIS were unforeseeable, BHIS will not be held responsible for the damages or any of its consequences, unless said damages were caused by gross negligence or willful misconduct of BHIS.
12. **Scope.** This agreement covers all computer and communication devices owned or operated by Client. This agreement also covers any computer and communications device that are present on Client network(s) during the assessment timeframe. BHIS will not intentionally perform Denial of Service activities without the explicit request and authorization of Client.
13. **Network Control.** If Client does not control their network and/or Internet service is provided via a second or third party, these parties are required to approve scanning in writing if scanning is to occur outside of the Client LAN. By signing this agreement, all involved parties acknowledge that they authorize BHIS to use their service networks as a gateway for the conduct of these tests during the dates and times specified.
14. **Service Degradation and/or Interruption**. Network performance and/or availability may be affected by the network scanning and/or testing. Client releases BHIS of any and all liability for damages that may arise from network availability restrictions caused by the network scanning and/or testing, unless such damages are the result of gross negligence or intentional misconduct on the part of BHIS.
15. **Client Point of Contact during the Scanning Period.** Client shall identify in writing a person to be available if the BHIS Scanning Team has questions regarding data discovered or requires assistance.
16. **Scanning Period.** Client and BHIS Scanning Team shall identify in writing the allowable dates and times for scanning to take place during a Rules of Engagement meeting prior to testing.
17. **No Guarantees.** BHIS will use reasonable care in the performance of the Services. CLIENT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BHIS DOES NOT COVENANT, GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, DISCOVER AND/OR REPAIR ANY OR ALL OF CLIENT'S SYSTEM'S VULNERABILITIES, OR THAT BHIS WILL BE ULTIMATELY SUCCESSFUL IN DETERMINING THE SOURCE OR FULL IMPACT OF ANY AUTHORIZED OR UNAUTHORIZED ACCESS OR SECURITY BREACH (OR ATTEMPTED

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ACCESS OR SECURITY BREACH), AND WILL NOT HOLD BHIS RESPONSIBLE THEREFOR. CLIENT AGREES NOT TO REPRESENT TO ANY THIRD PARTY THAT BHIS HAS PROVIDED ANY SUCH COVENANT, GUARANTEE OR WARRANTY. ALL DETERMINATIONS REGARDING THE CLIENT'S APPROACH TO COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, INCLUDING HOW AND WHETHER THE SERVICES CONTRIBUTE TO SUCH APPROACH, SHALL BE MADE SOLELY BY THE CLIENT AND CLIENT SPECIFICALLY ACKNOWLEDGES THAT BHIS HAS NOT REPRESENTED, WARRANTED, OR OTHERWISE GUARANTEED PERFORMANCE OF THE SERVICES WILL RESULT IN ANY SUCH COMPLIANCE.

18. **Possible Damage or Disruption.** BHIS hereby disclaims responsibility for any and all claims of loss arising from or in connection with disruptions of and/or damage to Client's or a third party's information systems and the information and data contained therein arising from or related to the provision of the Services, including, but not limited to, denial of access to a legitimate system user, automatic shutdown of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision of the Services. Client shall indemnify, defend, and hold harmless BHIS from any claims related to any claims of such damage.

19. **Consents and Data.** Client is solely responsible for the content of the data contemplated to be accessed by BHIS from Client's systems under this Agreement. Client has the right to grant to BHIS, and does hereby grant to BHIS (except to the extent otherwise specified in an SOW), the right to access all such data, all such systems, and all facilities associated with such systems and data for the purpose of providing the Services. Client further acknowledges that it has the right to and does hereby authorize BHIS to conduct any forensic or other investigations, to access computers, files or other data reasonably necessary to conduct such investigations, and to view information as necessary to perform the Services. Client shall, at its own cost and expense, obtain and maintain all necessary third party consents required for BHIS to so access such systems and data. Client represents and warrants that BHIS's performance of the Services does not and will not conflict with any obligations of Client to any third party, including without limitation employees of Client. Client further represents and warrants that Client has taken and will take all necessary actions (including without limitation obtaining consents) required for Client to legally disclose all personally identifiable or equivalent data contained within the data to be accessed by BHIS as the result of BHIS's performance of the Services, and that Client shall not grant BHIS access to data and shall not disclose data to BHIS to the extent such access and disclosure is not then permitted under all applicable laws. Client shall not provide BHIS access to any data which require, pursuant to any law or regulation, protection of such data to any legally and/or regulatory specified standard of care, to include without limitation export/import restrictions. Client will also notify BHIS in advance if any data provided to it is restricted for import or export control purposes, including but not limited to the State Department Arms Control list, Munitions list, or any other export control regime. Client shall indemnify, defend, and hold harmless BHIS from any claims related to any breach by Client of any of the foregoing representations, warranties, and obligations.

20. **Legacy Data.** It is understood by Client that there is an element of risk associated with the provision of the Services relating to technical testing. This risk includes the potential that certain electronic and nonoperational data or code may remain on Client's system after the provision of Services by Consultant or its subcontractors ("Legacy Data"), and that Client or its agents may mistakenly perceive such Legacy Data to be malicious in nature and take corrective actions based on such mistaken belief. Although BHIS and its subcontractors will put forth commercially reasonable efforts to remove Legacy Data from Client's system after the provision of Services, it is understood and agreed by Client that there is no guarantee that there will be no Legacy Data left remaining on Client's system after the provision of Services, nor that Consultant or its subcontractors will remove all Legacy Data from Client's systems after the provision of Services. BHIS DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY ACT OR OMISSION BY CLIENT OR ITS AGENTS ARISING FROM OR RELATING TO THE DISCOVERY OF ANY LEGACY DATA, REGARDLESS OF WHETHER SUCH LEGACY DATA

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WAS LEFT INTENTIONALLY, BY DESIGN, BY ERROR OR OTHERWISE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. IN PARTICULAR, BHIS MAKES NO WARRANTY THAT CLIENT'S SYSTEM WILL BE FREE OF LEGACY DATA AFTER THE PROVISION OF SERVICES. IN NO EVENT SHALL BHIS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR DAMAGES RESULTING FROM DISCOVERY OF LEGACY DATA AND ACTS OR OMISSIONS BASED THEREUPON.

21. **Excuse.** BHIS shall be excused from the performance of any obligation to the extent that such performance conflicts with any applicable law or regulation, including without limitation when BHIS in good faith believes that such performance is likely to so conflict.

22. **Confidential Information.** Parties below acknowledge that during the term of this Agreement each party may receive or have access to the Proprietary and Confidential information of the other party, and each party agrees that such information is a valuable asset of the other party and shall remain proprietary and confidential as to its owner. Each party agrees it will not reveal, publicly disclose, or use the other party's Proprietary or Confidential information except as necessary in performing obligations authorized in this Agreement.

23. **Intellectual Property.** All work product will contain Background IP.

    Background Intellectual Property shall mean Intellectual Property, proprietary information, or confidential know-how relevant to the project which is in the possession of a party prior to the commencement of the project or generated after commencement of the project but independent of the project.

    BHIS owns and retains all right, title and interest (including without limitation all copyrights patents, moral rights, trademark rights, and other intellectual property and industrial property rights) in, to and associated with the services ideas, inventions, techniques, improvements, discoveries, software design, software coding, charts, drawings, specifications, notebooks, tracings, photographs, reports, briefings, findings, recommendations, data and memoranda. This is not a work made-for-hire agreement.

    Works published or copyrighted during the term of the service agreement and this SOW will remain copyright of BHIS, unless explicitly agreed within a statement of work, or licensing agreement. BHIS retains all rights to work undertaken under the term of the agreement, unless published under a community license such as the Creative Commons, in which case ownership may pass to the community.

    Any Client proprietary or confidential information remains the property of the Client. No client content shall be so published without written permission.

    Client has a right to use any products related to BHIS services for internal use and will not acquire any right, title or interest in or to any methodology, format, content or technology provided by BHIS as part of the services. Client may share reports, letters of attestation and other provided derivative works with business partners and Clients and other third parties for the purpose of improving and demonstrating Client's security practices, status, and compliance.

IN WITNESS WHEREOF, and in consideration of the mutual promises herein contained and other good and valuable consideration (the receipt of which is hereby acknowledged), authorized representatives of the parties have signed this Agreement as of the Effective Date.

Monterey County	**BHIS**

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Signature:	Signature: DocuSigned by: Nora Fletcher CD99DA2F5E8C407...
Name:	Name: Nora Fletcher
Title	Title Project Management Professional
Date:	Date: 11/29/2023 | 4:34 AM MST

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Introduced: 11/29/2023 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Authorize the Chief Information Officer to execute a non-Standard Agreement with Black Hills Information Security, LLC for network security evaluation for the term of January 9, 2024, through June 30, 2024, in an amount not to exceed $37,760; and
b. Authorize the Chief Information Officer or his designee to execute order forms and such documents as necessary with Black Hills Information Security, LLC; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer or his designee; and
d. Authorize the Chief Information Officer or his designee the option to execute up to two (2) future amendments to this Agreement, each extending the term by one year, where the additional costs of each Amendment do not exceed 10% ($3,776) of the original contract amount of $37,760, bringing the maximum additional compensation to $41,536 for each additional term and potential overall Agreement aggregate not to exceed amount to $120,832.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute a non-Standard Agreement with Black Hills Information Security, LLC for network security evaluation for the term of January 9, 2024, through June 30, 2024, in an amount not to exceed $37,760; and
b. Authorize the Chief Information Officer or his designee to execute order forms and such documents as necessary with Black Hills Information Security, LLC; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer or his designee; and
d. Authorize the Chief Information Officer or his designee the option to execute up to two (2) future amendments to this Agreement, each extending the term by one year, where the additional costs of each Amendment do not exceed 10% ($3,776) of the original contract amount of $37,760, bringing the maximum additional compensation to $41,536 for each additional term and potential overall Agreement aggregate not to exceed amount to $120,832.

SUMMARY:

The Information Technology Department is vigilant in its pursuit of protecting the County's network from cyber-attacks. This agreement will assist in that mission with a penetration test. Penetration testers use the same tools, techniques, and processes as attackers to find and demonstrate the business impacts of found security weaknesses, and their testing is performed carefully so that there is no business interruption.

DISCUSSION:

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Black Hills Information Security, LLC services include threat and vulnerability assessments. Their penetration testing is designed to identify and focus an organization on key points of leverage to create the largest impact on security with the least cost and effort. They will be able to identify issues and tell the county how they found them. This approach will give the county more information to secure its environment better and is a key to lasting improvement. It addresses the county's tools and technology and improves the capabilities and understanding of its employee's cyber activities.

The Chief Information Officer recommends the approval of this non-Standard Agreement with Black Hills Information Security, LLC for network security evaluation.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the non-Standard Agreement with Black Hills Information Security, LLC. Auditor-Controller reviewed the contract but did not agree to the non-standard payment provisions.

FINANCING:
Required funds will be included in each respective 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 the overall security of the County's network.

__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: 12/5/2023 | 1:31 PM PST
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Non-Standard Agreement
Scope of Work

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County of Monterey

Board Report

Legistar File Number: 23-909

Item No.43

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

January 09, 2024

Introduced: 11/29/2023

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: General Agenda Item

Adopt a resolution authorizing the County Administrative Officer or her designee to sign a Memorandum of Agreement and all related documentation on behalf of the County for the U.S. Office of Justice Planning, Edward Byrne Memorial Justice Assistance Grants (JAG) application with the City of Salinas, subject to review and approval by County Counsel.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution authorizing the County Administrative Officer or her designee to sign a Memorandum of Agreement and all related documentation on behalf of the County for the U.S. Office of Justice Planning, Edward Byrne Memorial Justice Assistance Grants (JAG) application with the City of Salinas, subject to review and approval by County Counsel.

SUMMARY/DISCUSSION:
The Monterey County District Attorney's Office has the opportunity to continue to obtain direct grant funds under the U.S. Office of Justice Planning, Edward Byrne Memorial Justice Assistance Grants (JAG) FY 2023 Award Program. This would be the sixth year of applications and receipt of such funding if the MOU is approved. This is an opportunity to continue to receive funds for the purchase of new investigative safety equipment, which funding is not otherwise available in the department's budget. No matching funds are required for acceptance of this grant funding. The requested action is part of a continuing cooperative arrangement with the City of Salinas and the District Attorney's Office to secure this funding, in accordance with the requirements of the JAG grant program.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office and the City of Salinas support this action and are prepared to enter into a Memorandum of Agreement.

FINANCING:
There will be no new net county cost to the County General Fund; this funding was added to the FY 2023-24 Adopted Budget. Total funding provided in the grant is $92,532, with $20,153 of those funds reserved for the Office of the District Attorney.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of this request will increase public safety throughout the county by the increased safety for the Investigators in the Office of the District Attorney.

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Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
__Health & Human Services
__Infrastructure
X Public Safety

DocuSigned by:
Bruce Suckow
C018A126CFF7472...

Prepared by: G. Bruce Suckow, Finance Manager II, Ext. 5259

DocuSigned by:
Jeannine M. Pacioni
9FCC008E5A664BE...

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:
A. Memorandum of Agreement with City of Salinas, 2023 JAG Solicitation
B. JAG Resolution

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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:

CPS Solutions, LLC.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

See ADDENDUM
FS
CONTRACTOR

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:

County

Provide: 340B program audit and consulting services.

2.0 PAYMENT PROVISIONS:

See ADDENDUM
FS
CONTRACTOR

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: $ 259,610.

County

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from February 1, 2024 **to** January 31, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

See ADDENDUM
FS
CONTRACTOR

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.

County

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

See ADDENDUM
FS
CONTRACTOR

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:

County

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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.

See ADDENDUM
ES
CONTRACTOR

County

~~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:

See ADDENDUM
ES
CONTRACTOR

County

~~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.

See ADDENDUM
FS
CONTRACTOR
County

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:

See ADDENDUM
FS
CONTRACTOR
County

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

9.0 INSURANCE REQUIREMENTS:

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.

See ADDENDUM
FS
CONTRACTOR
County

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:~~

See ADDENDUM
FS
CONTRACTOR

County

~~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.

See ADDENDUM
FS
CONTRACTOR

County

~~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:~~

See ADDENDUM

FS
CONTRACTOR

County

~~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:
Elsa Jimenez, Director of Health	Frank Segrave, Chairman and Chief Executive Officer
Name and Title	Name and Title
1270 Natividad Road, Salinas, CA 93906	OPS Solutions, LLC 655 Metro Place South, Suite 480 Dublin, OH 43017
Address	Address
831 755-4526	
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.

See ADDENDUM
FS
CONTRACTOR

~~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.~~

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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Stacy Saetta
C0EGE4B69F444A8...
County Counsel

Date: 12/19/2023 | 3:56 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth
4E7E057875454AE...
Auditor/Controller

Date: 12/20/2023 | 3:37 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Risk Management

Date: _____

CONTRACTOR

CPS Solutions, LLC

Contractor/Business Name *

By: Frank Segrave (Nov 16, 2023 20:16 EST)

(Signature of Chair, President, or Vice-President)

Frank Segrave, Chairman and Chief Executive Officer

Name and Title

Date: Nov 16, 2023

By: Ben Hansen
Ben Hansen (Nov 17, 2023 10:07 EST)

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ben Hansen

CFO

Name and Title

Date: Nov 17, 2023

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

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ADDENDUM 1
to County of Monterey Standard Agreement ("Agreement")
by and between CPS Solutions, LLC ("Contractor"), and County of Monterey, on behalf of its Health Department ("County")

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between Contractor and County. This Addendum has the full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, Contractor and County agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

Under Section 1.0 GENERAL DESCRIPTION:

Section 1.0 is deleted in its entirety and replaced with the following:

"1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Section 4 .0** (and the Exhibits referenced therein) in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: **Provide:** 340B program audit and consulting services."

Under Section 2.0 PAYMENT PROVISIONS:

Section 2.0 is deleted in its entirety and replaced with the following:

"2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit B for the 340B Remote Monitoring Services and as set forth in Exhibit C for the 340B Continuous Readiness Services,** 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 **$259,610**."

Under Section 3.0 TERM OF AGREEMENT:

Section 3.02 is deleted in its entirety in this Agreement.

Under Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

Section 4.0 is deleted in its entirety and replaced with the following:

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"4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Addendum 1 to Agreement

Exhibit A: Other Provisions

Exhibit B: Advisory SOW #1 (Remote 340B Monitoring)

Exhibit C: Advisory Statement of Work #2 (340B Continuous Readiness Program)

Exhibit D: 340B Covered Entities

Exhibit E: BAA"

Under Section 6.0 PAYMENT CONDITIONS:

Section 6.04 is deleted in its entirety and replaced with the following:

"6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 60 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. County shall submit each such certified invoice in such undisputed amount to the County Auditor-Controller for payment within fifteen (15) days of the County's receipt of each invoice. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice by automated clearing house transfer (e.g., ACH push) to an account designated by Contractor in writing, so that in each case, payment is received by Contractor within forty-five (45) days of the County's receipt of such invoice. If the County does not pay any invoiced amount (or portion thereof, each a "**Disputed Amount**"), then County shall within fifteen (15) days of the County's receipt of each invoice send Contractor a formal dispute notice (each a "**Dispute Notice**"), which must specify in detail the Fees, and/or other amounts that the County is disputing and the reason for each Disputed Amount (with citations to the applicable provisions of this Agreement supporting County's dispute). With respect to any such dispute, the Parties shall first attempt to resolve such dispute informally. A County executive and the lead Contractor Personnel providing Services under the SOW shall attempt in good faith to resolve the dispute. In the event they are unable to resolve a dispute within ten (10) days, then either Party may refer the dispute for resolution to such individuals' superiors upon written notice to the other Party. If any Disputed

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Amount remans unpaid after ninety (90) days, CPS may suspend its Services under the Agreement until the dispute is resolved.

Under Section 7.0 TERMINATION:

Section 7.01 is deleted in its entirety and replaced with the following:

"During the term of this Agreement, the County may terminate this Agreement, or any extension of this Agreement, without cause, with at least ninety (90) written notice. 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.

Section 7.02 is deleted in its entirety and replaced as follows:

"7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon expiration of thirty (30) days' written notice to CONTRACTOR describing a breach of this Agreement that remains uncured upon expiration of such thirty (30)-day period. "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 the Agreement.

Under Section 8.0 INDEMNIFICATION:

Section 8.0 of the Agreement is deleted in its entirety and replaced with the following:

"8.0 INDEMNIFICATION:

Each Party (each the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party and such Party's 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 Indemnifying Party's negligence or willful misconduct. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors."

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Under Section 10.0 RECORDS AND CONFIDENTIALITY:

Section 10.5 is deleted in its entirety and replaced with the following:

"**10.5 Royalties and Inventions:** County shall have during the term of this Agreement a royalty-free license to use 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."

Under Section 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

Section 12.0 is deleted in its entirety from this Agreement.

Under Section 13.0 COMPLIANCE WITH APPLICABLE LAWS:

Section 13.2 is deleted in its entirety and replaced with the following:

"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. County acknowledges that such report is not legal advice and will consult its own counsel regarding applicable laws."

Under Section 15.0 NOTICES:

Section 15.0 of the Agreement is deleted in its entirety and replaced with the following:

"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:
Elsa Jimenez Director of Health	Frank Segrave Chairman and Chief Executive Officer
1270 Natividad Road Salinas, CA 93906	CPS Solutions, LLC 655 Metro Place South, Suite 450 Dublin, Ohio 43017

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WITH COPY TO:	WITH COPY TO:
Clinic Services Bureau Attn: Contracts Monitor	Leanne Ebert Murphy Executive Vice President and General Counsel
1615 Bunker Hill Way, Ste. 140 Salinas, CA 93906	CPS Solutions, LLC 655 Metro Place South, Suite 450 Dublin, Ohio 43017"

Under Section 16.0 MISCELLANEOUS PROVISIONS:

Section "16.10 Governing Law" is deleted in its entirety from this Agreement.

COUNTY OF MONTEREY

By: _____ Date: _____
(Title of Signer)

CONTRACTOR

Frank Segrave (Nov 17, 2023 19:24 EST)

By: CEO Date: Nov 16, 2023
(Title of Signer)

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

By: _____ Date: 12/20/2023 | 3:37 PM PST
Auditor-Controller

Ben Hansen
Ben Hansen (Nov 20, 2023 15:49 EST)

By: CFO Date: Nov 17, 2023
(Title of Signer)

Approved as to Legal Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

By: _____ Date: 12/19/2023 | 3:56 PM PST
Stacy L. Saetta
Chief Deputy County Counsel

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EXHIBIT A

OTHER PROVISIONS

DEFINITIONS. This "**Agreement**" refers to the County of Monterey Standard Agreement entered into between the County of Monterey, a political subdivision of the State of California ("**County**") and CPS Solutions, LLC ("**Contractor**"), as amended by that certain Addendum 1 to the Agreement between the Parties hereto (the "**Addendum**"). Certain capitalized terms are defined in the Agreement (including this **Exhibit A**) where they are used. Other capitalized terms are defined in Appendix 1 (Defined Terms) attached to this **Exhibit A**. Contractor and County are individually referred to herein as a "**Party**" and collectively as the "**Parties.**"

1. **SERVICES.**

1.1. **Services.** The Agreement (including this Exhibit A) contains the terms and conditions upon which County may procure services from Contractor and certain of Contractor Affiliates. Contractor, or its designated Affiliate, shall provide such services (collectively, the "**Services**") to County as the Parties may mutually agree upon from time to time in a written statement of work (each, an "**SOW**").

2. **OTHER SERVICE TERMS.**

2.1. **County Provided Systems.**

2.1.1. **County Provided Systems.** Unless otherwise agreed to in writing by the Parties, for each System that Contractor provides Contractor with access to in connection with the Services (collectively, the "**County Provided Systems**"), County hereby grants to Contractor and its Personnel, a non-exclusive, worldwide, unlimited user, royalty-free, irrevocable (during the term of the applicable SOW) license and right to access, use and interface with such County Provided Systems, solely in connection with the Services provided for in such SOW

2.2. **Required Consents.**

2.2.1. **Contractor Consents.** Contractor shall obtain all Required Consents necessary to enable Contractor, County, and their respective Personnel to access, use, and disclose the Contractor IP and Contractor Confidential Information that Contractor is required to disclose or provide to County per this Agreement. Contractor shall bear all costs, if any, of obtaining such Required Consents.

2.2.2. **County Consents.** County shall obtain all Required Consents necessary to enable Contractor, County, and their respective Personnel to access, use, disclose and interface with the County IP (including County Provided Systems), County Data (including all PHI and Personal Information) and County Confidential Information as necessary for each Party to exercise its rights and fulfill its responsibilities under this Agreement. County shall bear all costs, if any, of obtaining such Required Consents. If any individual (prior to or after the disclosure of PHI or Personal Information to Contractor) imposes restrictions on any access, disclosure or use of such individual's PHI or Personal Information (that are inconsistent with the rights granted in this Agreement), County shall promptly inform Contractor.

2.3. **PHI Storage.** Contractor shall not be obligated to maintain a designated record set containing PHI (within the meaning of HIPAA) or otherwise store PHI received from County, its Affiliates, or its/their patients in any Contractor Provided System or otherwise retain such PHI. Contractor's use of County PHI is governed by that certain Business Associate Agreement, effective as of the effective date of this Agreement, between the Parties (the "**BAA**").

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3. INTELLECTUAL PROPERTY RIGHTS.

3.1. **County IP Rights.** Contractor acknowledges that County, its Affiliates or its/their licensors claim ownership of the County IP. Further, except as expressly otherwise stated in this Agreement: (a) this Agreement is not a license or assignment of any right, title, or interest in the County IP; (b) Contractor shall not: (i) represent, in any manner, that it has any ownership or other interest in the County IP, or (ii) use or disclose the County IP; except in connection with performing the Services, and (c) Contractor's permitted use of County IP is limited to the term of the SOW(s) for which it was provided or made available and upon termination or expiration of such SOW(s), Contractor shall promptly cease all use of such County IP.

3.2. **Contractor IP Rights.**

3.2.1. **County Acknowledgement.** County acknowledges that Contractor, its Affiliates or its/their licensors claim ownership of the Contractor IP. Further, except as expressly otherwise stated in this Agreement: (a) this Agreement is not a license or assignment of any right, title, or interest in the Contractor IP; (b) County shall not: (i) represent, in any manner, that it has any ownership or other interest in the Contractor IP, or (ii) use or disclose the Contractor IP except in connection with its receipt of the Services; and (c) County's permitted use of Contractor IP is limited to the term of the SOW(s) for which it was provided or made available and upon termination or expiration of such SOW(s), County shall promptly cease all use of such Contractor IP.

3.2.2. **License to County.** Subject only to the licenses granted in this Agreement, title to Contractor IP and Contractor Confidential Information will not be affected by this Agreement and will at all times remain with Contractor or the applicable third-party licensor. To the extent reasonably required to permit County and its Personnel to fully and completely use and receive the benefit of the Services and Work Products (during the term of the applicable SOW) and the Deliverables (during and after such term), Contractor hereby grants to County a United States-only, royalty-free (subject only to the Fees, Reimbursed Costs and other amounts due under this Agreement), multi-site, enterprise-wide, irrevocable (except as otherwise provided herein), non-exclusive right and license to copy, access, use all Contractor IP and Contractor Confidential Information incorporated in such Work Product or Deliverable solely in connection with County's use of such Work Product or Deliverable in accordance with this Agreement, to the same extent as if County were the sole owner thereof, without an obligation to account to Contractor.

3.3. **Ownership.**

3.3.1. **Work Products.** Subject only to Section 10.5 (Royalties and Inventions) in the Addendum and Section 3.3.2 (Deliverables) below, title to all Work Products will not be affected by this Agreement and will at all times remain with Contractor (or Contractor's licensor). Contractor hereby grants to County during the term of the applicable SOW a United States-only, royalty-free (subject only to the Fees, Reimbursed Costs and other amounts due under this Agreement), multi-site, enterprise-wide, revocable, non-exclusive right and license to copy, access, and use, in each case, solely in connection with the portion of County's business for which the applicable Services are being provided, all Work Products delivered to County (but only in the form delivered to County).

3.3.2. **Deliverables.** The Parties agree that: (a) any copyrightable aspects of Deliverables shall be "works made for hire" to the fullest extent permitted by Applicable Law; and (b) Contractor hereby assigns to County, upon payment in full for such Deliverable(s), Contractor's worldwide right, title, and interest in such Deliverable(s). Contractor shall promptly execute any documents that County may reasonably request from time to time to give effect to the provisions of this Section 4.3.2.

3.3.3. **Aggregation License.** County acknowledges that Contractor is capable of aggregating information from multiple clients and to use that information to improve decision guidance provided by the

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Contractor to Contractor's clients. Therefore, notwithstanding any other provision of this Agreement, County hereby grants to Contractor an Aggregation License to all County Data, and other information (other than PHI and Personal Information) disclosed to Contractor by, or on behalf of, County in connection with the applicable SOW. If such County Data, and other information qualifies as (or Contractor modifies it to qualify as) De-Identified Non-Regulated Information; then any such De-Identified Non-Regulated Information shall be solely owned by Contractor (without any restriction).

3.3.4. **Cooperation.** To the extent that ownership of any IP or other right, title or interest in the Work Product or De-Identified Non-Regulated Information does not automatically vest in Contractor, County irrevocably assigns (and shall cause its Personnel to assign) to Contractor all right, title and interest with respect thereto, and County shall execute (and shall cause its Personnel to execute) such further assignments and other documents as Contractor may reasonably request to document Contractor's ownership.

4. REPRESENTATIONS, WARRANTIES, COVENANTS AND RETAINED RESPONSIBILITIES.

4.1. **Contractor's Additional Representations.** Contractor further represents, as of the Effective Date of this Agreement, and warrants and covenants during the term of each SOW, to County that: (a) the Services will: (1) be performed by qualified Personnel; (2) be performed in a good and workman-like manner, consistent with industry standards; provided, however, that the foregoing shall not alter any particular standard or criteria for performance expressly set forth in this Agreement; (3) conform to the provisions of this Agreement; and (4) not violate or infringe upon the IP rights of third parties, subject to County's obligation to obtain the Required Consents for County Provided Systems; and (b) to Contractor's knowledge, neither Contractor nor its Personnel performing Services under this Agreement have been excluded, nor, to Contractor's knowledge, is it about to be excluded from participation in any "Federal Healthcare Program" (as defined below). Contractor agrees to notify County within ten (10) business days of Contractor's receipt of a notice of intent to exclude or actual notice of exclusion of Contractor or any Contractor Personnel performing Services under this Agreement from any such program. The listing of Contractor or such Contractor Personnel on the Office of Inspector General's List of Excluded Individuals and Entities, the General Services Administration's System for Award Management Excluded Parties List System, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this Section. If Contractor is excluded from any Federal Healthcare Program, such exclusion shall be deemed a material breach of this Agreement by Contractor. For the purpose of this paragraph, the term "**Federal Healthcare Program**" means the Medicare program, the Medicaid program, TRICARE, any healthcare program of the Department of Veteran Affairs, the Maternal and Child Health Services Block Grant program, any state children's health insurance program, or any similar program. If such Contractor Personnel is excluded from such programs, Contractor will replace that person within a reasonable time.

4.2. **County's Additional Representations.** County further represents, as of the Effective Date of this Agreement, and warrants and covenants during the term of each SOW, to Contractor that: (a) County shall comply with all standards required for accreditation by the accreditation organization which accredits County (e.g., The Joint Commission), as well as all applicable state board of pharmacy standards, CMS Standards and state and/or local department of health standards pertaining to the County's operations, including any related pharmaceutical services performed by County at each of the 340B Covered Entities. County shall provide Contractor and Contractor Personnel with the administrative support that is reasonably necessary to ensure that County complies with the foregoing requirements; (b) Contractor's use of the County Provided Systems in accordance with this Agreement, will not violate any third party's IP rights; and (c) County shall provide a safe and secure working environment for each Contractor Personnel and County Personnel who is providing Services at one or more County 340B Covered Entities. In addition, for all Contractor Personnel based at one or more 340B Covered Entities, County is responsible for providing all appropriate training to such Personnel regarding safety and compliance with County's HIPAA/PHI, Personal Information and data/privacy security requirements as well as all such other training that County is required to provide to its own Personnel, in each case, in accordance with industry standards and Applicable Law.

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4.3. **County-Retained Responsibilities.** Notwithstanding any other provision of this Agreement:

4.3.1. **Overall Responsibility.** County is ultimately responsible for the operation of each of the 340B Covered Entities, for securing, paying for and maintaining all necessary licenses for its operations, the results of its operations, and for monitoring compliance of its operations (including those supervised by Contractor). County's actions and omissions are within the sole discretion of County. This Agreement does not transfer compliance or regulatory responsibility to Contractor, and County retains sole responsibility for ensuring that County and its operations comply with all Applicable Laws (including securing all required business associate agreements). As such, Contractor, its Affiliates and their Personnel shall not be liable for actions or omission by County as a result of County accepting or rejecting any Contractor recommendation; however, subject to the foregoing and Section 4.3.3 (Policy and Procedure Manual) below, Contractor remains liable for any negligent acts or omissions or breaches of this Agreement by Contractor. County retains sole responsibility for the implementation of County's 340B Program, including its 340B Program's compliance with all Applicable Laws.

4.3.2. **Managed Operations.** Contractor will only have responsibility for the County's operations that Contractor has agreed in a SOW to manage and then only to the limited extent set forth therein. Further, County agrees that County, not Contractor, shall have sole liability for County's operations prior to the date that Contractor has taken over the management of such operations. Except as expressly set forth in this Agreement, County retains all responsibility and authority for the County operations supported by the Services, including: (a) the management of County's operations, Systems and County's Personnel; (b) County's obligations set forth herein; (c) the performance of all actions that constitute the clinical practice of medicine, including the provision of patient care and the use of Pharmaceutical Products; (d) making all decisions that require clinical judgment, including all decisions regarding the choice of which Pharmaceutical Products to provide to patients and other decisions regarding and affecting the quality, availability, accessibility and affordability of care to patients; and (e) providing all Personnel, financial support and other resources needed for County operations. For the avoidance of doubt, the Parties agree that: (x) nothing in this Agreement shall be construed to delegate to Contractor any such County-retained responsibility or any other obligation that may only be held or exercised by County under Applicable Law, and (y) the Services provided by Contractor's licensed pharmacists do not constitute the clinical practice of medicine or other clinical services.

4.3.3. **Policy and Procedure Manual.** County retains primary and ultimate responsibility for the development, implementation, approval, and ongoing updating and modification of necessary and appropriate policies and procedures manuals (including all reasonable and appropriate disaster recovery, back-up and emergency procedures) that meet the requirements of all Applicable Law for County's operations, including those operations supported by the Services (the "**Policy and Procedure Manual**" or "**PPM**"). To the extent provided for in a SOW, Contractor may provide non-legal recommendations and/or other advice to County regarding the development, implementation and/or modification of County's PPM; however, County retains primary and ultimate responsibility for its Policy and Procedure Manual. Further, County is responsible for obtaining any internal, regulatory or other external third-party approvals required for its PPM and any modifications thereto. County's Policy and Procedure Manual (in its present or revised form) shall not be deemed to be an Amendment to this Agreement and shall not alter Contractor's obligations under this Agreement. Prior to the commencement of any Services, or as promptly as practicable, County shall provide to Contractor a copy of its PPM (or portion thereof) applicable to the Services (e.g., those related to its 340B Program). Further, County shall provide Contractor with thirty (30) days' prior written notice of any proposed changes to the PPM that would have a significant impact on Contractor's provision of Services under any SOW. Contractor will promptly review the PPM and any proposed modifications thereto, as applicable, to assess their impact upon the Services under the applicable SOW, and either Party may propose an Amendment to this Agreement that addresses any changes and additional Fees or Reimbursed Costs that are appropriate given the proposed change to the PPM's impact on the Services. Notwithstanding anything to the contrary in this Agreement, Contractor will not be

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obligated to abide by any PPM or any proposed revision thereto until Contractor has agreed in writing to accept such PPM (or change thereto) and, in each such case, Contractor may condition its acceptance upon County and Contractor having first executed a mutually acceptable Amendment.

4.3.4. **Committees**. County retains sole responsibility for the creation and management of all County committees (e.g., P&T committee) and all decisions taken by such committees. To the extent set forth in the applicable SOW, Contractor shall participate in pharmacy, therapeutics committees and/or other appropriate County committees, provided that Contractor's Personnel shall not be voting member(s) of such committees.

4.3.5. **Pricing**. County shall be solely responsible for establishing prices charged to patients or patients' payers for Pharmaceuticals Products or related services provided by County.

4.3.6. **Billing and Collections**. County shall be solely responsible, and Contractor shall have no responsibility for, County's billing and collection functions or operations, including the following: (i) contracting with third-party insurance carriers/payers; (ii) determining which patients qualify for charitable care, (iii) any uncollected amounts, overpayments, or repayments, and/or unpaid claims (e.g., collection write-offs, cash collection shortages, rejects, denials and other adjustments); or (iv) payment of expenses incurred in connection therewith.

4.3.7. **Security**. County retains sole responsibility for designing, implementing, maintaining and enhancing the methods, protocols and other measures necessary to protect the security of County Provided Systems, County's 340B Covered Entities, including any Contractor property at such 340B Covered Entities and County Confidential Information, including PHI and Personal Information of County's Personnel and County's customers.

4.3.8. **Data Integrity**. County is solely responsible for the accuracy, completeness, and appropriateness of all County Data.

4.3.9. **Operational Issues**. When Contractor is making Pharmaceutical Products purchasing recommendations under an SOW, Contractor will do so in good faith and will endeavor to only recommend changing from one product to another when such items are therapeutically equivalent or substitutable; however, County is ultimately responsible for making such clinical judgements. Except where Contractor Personnel are personally dispensing Pharmaceutical Products to a patient (in their role as a licensed pharmacist), County acknowledges and agrees that County is solely responsible for the handling, dispensing, sterilization, packaging and administering Pharmaceutical Products to patients or other third parties. Contractor, its Affiliates and their Personnel are not responsible or liable for any supply errors, missing Pharmaceutical Products or other claims, in whole or in part, resulting from: (a) any physician error (including the failure to order, if any, appropriate Pharmaceutical Products, therapy interventions, or any distribution of such Pharmaceutical Products after they have left Contractor's custody); or (b) any failure of County to have or maintain adequate policies and procedures or any failure of County Personnel to follow County's PPM. Contractor, its Affiliates and their Personnel are not responsible for any act or omission by Contractor Personnel done in compliance with the County's PPM.

4.4. **DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES MADE BY EITHER PARTY, AND ALL IMPLIED WARRANTIES AND COVENANTS (OTHER THAN THE DUTY OF GOOD FAITH, BUT EXPRESSLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) ARE HEREBY DISCLAIMED. FURTHER ANY SYSTEMS PROVIDED BY CONTRACTOR (INCLUDING THE CONTRACTOR CONTENT THEREIN) ARE PROVIDED BY CONTRACTOR "AS IS" AND "AS AVAILABLE" AND CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT SUCH SYSTEMS OR CONTRACTOR**

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CONTENT WILL OPERATE ERROR-FREE, OR WITHOUT INTERRUPTION; NOR THAT THEY ARE SUITABLE TO OPERATE IN COMBINATION WITH ANY OTHER SYSTEMS COUNTY MAY HAVE. FURTHER, THE PARTIES AGREE THAT THEY HAVE NOT RELIED ON ANY REPRESENTATIONS NOT SET FORTH IN THIS AGREEMENT AND THAT SUCH RELIANCE WOULD NOT BE REASONABLE.

5. **LIMITATION OF LIABILITY.**

5.1. **LIMITATIONS. SUBJECT TO SECTION 5.3 (EXCLUSIONS) BELOW, NEITHER PARTY (NOR SUCH PARTY'S AFFILIATES AND THEIR RELATED PERSONS) SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE BAA OR THE PERFORMANCE, OMISSION OF PERFORMANCE, OR TERMINATION HEREOF, WITHOUT REGARD TO THE NATURE OF THE CLAIM (E.G., BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE MAXIMUM, CUMULATIVE, AND AGGREGATE LIABILITY OF EACH PARTY (TOGETHER WITH, ITS AFFILIATES AND THEIR RELATED PERSONS), IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE BAA, SHALL NOT EXCEED THE GREATER OF: (A) THE AGGREGATE AMOUNT OF ALL FEES PAID BY CLIENT TO CONTRACTOR FOR ALL SERVICES UNDER THE APPLICABLE SOW DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO ANY SUCH LIABILITY, AND (B) TWO MILLION DOLLARS ($2,000,000).**

5.2. **Exclusions**. The limitations and caps on liability in this Section (Limitation of Liability) shall not apply to: (a) any loss covered by insurance that a Party is required to have under this Agreement (including losses which would have been covered by such insurance, but for a Party's failure to have the required insurance coverage); (b) breaches by County of its obligations under Section (Restriction on County's Use), above; (c) amounts owed by County under this Agreement (e.g., Fees, Reimbursed Costs), and profits Contractor would have earned but for a breach of this Agreement by County, and (d) damages that cannot be disclaimed or limited as a matter of law.

6. **SURVIVAL**. Any terms of this Agreement that would, by their nature, survive the termination or expiration of this Agreement shall so survive.

7. **CHANGE ORDER PROCEDURE**. Contractor is under no obligation to provide services, expand hours of service, add Personnel, programs or other resources to County that are outside the scope of any signed SOW ("**Out of Scope**"). Either Party may request changes to an existing SOW, at any time, by providing written notice to the other Party. Absent the execution of an Amendment, the Parties shall fulfill their obligations under this Agreement without change.

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Appendix 1

Defined Terms

"**340B Covered Entity**" or "**340B Covered Entities**" means, as applicable, one or more of County and/or a County Affiliate that is participating in County's 340B Program as identified on **Exhibit D** to the Agreement.

"**340B Program**" means County's program for participating in the pricing program authorized by the 340B Statute.

"**340B Statute**" means Section 340B of the Public Health Service Act, as amended and codified at 42 U.S.C. § 256b.

"**Affiliate**" means, with respect to each Party, any individual or entity (e.g., a corporation, LLC, etc.) that, at the applicable time, directly or indirectly controls, is controlled with or by or is under common control with a Party.

"**Aggregation License**" means a perpetual, unrestricted, worldwide, royalty-free, multi-site, enterprise-wide, irrevocable, non-exclusive right and license to Contractor, permitting Contractor to copy, use, modify, disclose and sub-license all information, ideas, data or other property subject to this license (and all IP related thereto) for purposes of Contractor's and its Affiliates' internal analysis and its/their other business purposes to the same extent as if Contractor were the sole owner thereof and without an obligation to account to County; provided that Contractor will not disclose to third parties (except Contractor Personnel acting on behalf of Contractor) information subject to an Aggregation License unless such property qualifies as De-Identified Non-Regulated Information.

"**County Data**" means any of County or its Affiliates' confidential data (including Personal Information and PHI) or other proprietary information, including Purchasing Data, that Contractor or Contractor Personnel have access to in the performance of Contractor's obligations under this Agreement (including such data of County and its Affiliates that is created, generated, collected or processed by Contractor as part of the Services), including derivatives of foregoing.

"**County IP**" means the IP (including County Provided Systems) that County or its Affiliates own or license, including derivates of the foregoing.

"**County Provided Systems**" means all County Systems that Contractor is entitled to access under this Agreement (e.g., County's electronic medical record system).

"**County Systems**" means all Systems owned, licensed or otherwise obtained by County; including all County Provided Systems and Systems that are only used internally by County Personnel (e.g., County's human resource Systems).

"**Confidential Information**" means a Party and its Affiliates' financial data, requests for proposals, project plans, IT strategies, forecasts, operational processes and procedures, business methods, Systems (including all documentation, code and specifications), products, processes, inventions, methods, trade secrets, information (including Personal Information and PHI) as to vendors, employees, patients and customers, pricing information, or other confidential data, and such other information that the Receiving Party is aware that the Disclosing Party treats as confidential or proprietary. County's "Confidential Information" includes County Data. Contractor's Confidential Information includes Contractor Content.

"**Connectivity Standards**" means all applicable standards under HIPAA and other Applicable Laws for the transmission of PHI between two (2) Systems, as they may be updated from time to time, including,

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unless otherwise agreed to by the Parties in writing, meeting the Health Level 7 standards, including all those adopted by U.S. Department of Health and Human Services, from time to time.

"**Contract Year**" means, for each SOW, the first twelve (12) months commencing on the later of the SOW's effective date or the Go-Live Date, if any, set forth in such SOW (the "1st Contract Year") and each consecutive twelve-month period thereafter (e.g., the "2nd Contract Year", the "3rd Contract Year").

"**Contractor IP**" means (a) any pre-existing IP that Contractor or its Affiliates created, owned or licensed prior to Contractor's retention by County, (b) all Work Products and De-Identified Non-Regulated Information (c) any other IP that Contractor or its Affiliates develop without using or referencing County's IP or County's Confidential Information, (d) any IP developed by Contractor or its Affiliates in the course of providing Services to its/their other clients, and (e) any IP Contractor and its Affiliates license from a third-party.

"**Contractor Systems**" means all Systems owned, licensed or otherwise obtained by Contractor.

"**De-Identified Non-Regulated Information**" means any all information, ideas, data or other property (and all related IP) provide by or on behalf of County (other than Personal Information and PHI) from which Contractor has removed any reference to County, its vendors, and its Personnel.

"**Deliverables**" means only those materials which Contractor is obligated to create or modify under a SOW and that is identified as a "Deliverable" in a given SOW; provided that Contractor Confidential Information and Contractor IP shall never be deemed to be Deliverables.

"**Go-Live Date**" has the meaning, if any, set forth in the applicable SOW.

"**HIPAA**" means collectively, the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act of 2009 (Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005), and their related regulations (45 CFR Parts 160, 162, and 164)), as each are amended from time to time.

"**IP**" means any patents applications, trademarks, service marks, copyrights (and applications for each of the foregoing), tradenames, trade dress, know-how, processes, methods, designs, industrial design rights, mask works, trade secrets, moral rights, inventions and technology (whether or not patentable), Confidential Information and other proprietary information, domain names, software, databases and other collections and compilations of data, rights of publicity and privacy, and other intellectual property to which rights are conferred by contract or by any Applicable Law.

"**Medical Staff**" means County's licensed medical professionals (e.g., physicians, nurses, therapists).

"**Merchandise**" means products, other than Pharmaceutical Products, which are purchased for sale at County's 340B Covered Entities.

"**Personal Information**" means personally identifiable information and other information of individuals that is protected under Applicable Law (e.g., the California Consumer Privacy Act); but does not include PHI to the extent such information is solely protected under HIPAA.

"**Personnel**" means the directors, officers, employees, partners, agents, advisers, suppliers, independent contractors, and subcontractors of a Party and its Affiliates or of another entity, as applicable, provided that the Personnel of Contractor and its Affiliates shall not be deemed to be Personnel of County.

"**Pharmaceutical Product(s)**" means all drugs, biologics and other pharmaceuticals. all devices (e.g., nebulizers, hip replacements), durable medical equipment (e.g., walkers, canes), and supplies (e.g., syringes, intravenous tubbing) used in connection therewith or in connection with any Services that Contractor provides.

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"**PHI**" means the "protected health information" (as that term is defined by HIPAA) but is limited to such information that Contractor creates, receives, stores, maintains, processes or transmits on behalf of County in connection with Contractor's provision of Services in accordance with this Agreement.

"**Purchasing Data**" means all purchasing information (e.g., quantities, prices, discounts) related to Pharmaceutical Products, Merchandise and other purchases made by or on behalf of County and its Affiliates.

"**Required Consents**" means any consents, HIPAA Authorizations (as defined in HIPAA) or other permissions, approvals or agreement required for a Party, its Affiliates and its/their Personnel, to (as permitted herein): receive, use, copy, modify, disclose or interface any Contractor Provided System, County Provided System, any other System, any IP, any Confidential Information, including Purchasing Data, PHI and Personal Information, or other applicable property of the other Party or its Affiliates in connection with this Agreement.

"**Shared Resources**" means Contractor Personnel that provide services, remotely and/or on site, to multiple Contractor clients.

"**System**" means any hardware, software, electronic data storage system, algorithms, voice or data circuit, telephony system (e.g., an interactive voice response unit), other network components and resources, and all other electronic or information technology systems. The term System includes pharmacy specific equipment, such as automated pill dispensers, etc.

"**Work Products**" means all ideas, concepts, works, inventions, information, data, software and other materials which Contractor delivers (or is obligated to delivered), and which is conceived, originated, prepared, and/or generated a SOW; provided that the following shall never be deemed to be Work Products (even if it is embedded therein): (a) County Provided Systems and; (b) County Confidential Information and Contractor Confidential Information, (c) Contractor IP and County IP, and (d) Personal Information and PHI of either Party's Personnel and (e) PHI of County's patients.

End of Exhibit A

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EXHIBIT B

ADVISORY STATEMENT OF WORK #2

Remote 340B Monitoring

1. **GENERAL.**

1.1. **Introduction.** This Advisory Statement of Work #2 (this "**SOW**") is entered into by and between the County of Monterey, a political subdivision of the State of California ("**County**"), as of February 1, 2024 but only as to the specific 340B Covered Entities set forth on **Exhibit D** to the Agreement and **CPS Solutions, LLC** ("**Contractor**") on behalf of itself and for the benefit of its Affiliates, pursuant to that certain Standard Agreement dated February 1, 2024 (as amended, the "**Agreement**") between Contractor and County. This SOW will commence upon the completion of the Services set forth in that certain SOW #1 (Continuous Readiness Program) to the Agreement (the "**SOW Effective Date**").

1.2. **Definitions.** Capitalized terms that are used herein, but not defined in this SOW or the Appendices to the SOW shall have the meaning ascribed to them in the Agreement. Terms used herein but not defined herein or elsewhere in the Agreement will have the meaning ascribed to them in the 340B Statute and related guidance issued by the Health Resources and Services Administration ("**HRSA**").

1.3. **Agreement.** This SOW is governed by the terms and conditions of the Agreement (which is incorporated herein by this reference), as modified or supplemented herein. The terms of this SOW, unless expressly contrary to the Agreement, shall be deemed to supplement (rather than replace) similar provisions in the Agreement.

1.4. **Exhibits.** This SOW incorporates by reference **Exhibit A (Other Provisions)** and **Exhibit D (340B Covered Entities)** to the Agreement.

2. **TERM OF SOW.**

The term of this SOW commences on the SOW Effective Date and shall continue for a period of three (3) years.

3. **SCOPE OF SOW.**

3.1. **Overview.** Contractor will provide advisory services on a remote (non-on site basis) to County regarding County's 340B Program implemented under the federal 340B Statute, as set forth below (the "**Project Services**"). Project Services consist of remote monitoring and self-auditing of the key components of County's 340B Program set forth below throughout each Contract Year for compliance purposes as specifically set forth below for each of the 340B Covered Entities.

3.2. **340B Covered Entities.** The Project Services are only for the County's clinic and grantee site 340B Covered Entities set forth on **Exhibit D** to the Agreement, and third party pharmacies retained by one or more of the 340B Covered Entities in connection with their 340B Program (each a "**Contract Pharmacy**"); but in the case of Contract Pharmacies only as specifically set forth in this SOW.

3.3. **340B Program Compliance.** County retains full responsibility for ensuring that County's 340B Program is complaint with County's Policy and Procedure Manual and all Applicable Laws. County agrees that Contractor shall have no liability for: (a) any failure by County to comply with the foregoing

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requirements, nor (b) any failure by Contractor to detect such non-compliance provided that Contractor is otherwise in compliance with its obligations herein; in each such case, including any liability County may incur for amounts County may be obligated to make to a manufacturer or Medicaid due to an audit finding (e.g., by HRSA, external or internal auditors), nor any adverse consequences that may result from such non-compliance (e.g., termination of any contract pharmacies from the County's 340B Program or any termination of County's 340B Program).

4. SERVICES PROVIDED BY CONTRACTOR UNDER THIS SOW.

4.1. **Review**. Contractor's Shared Resources will perform the following tasks in connection with County's review and self-monitoring of County's 340B Program; provided that County provides Contractor with timely access to the relevant data and contracts. The Project Services will consist of:

4.1.1. **340B Covered Entities Pharmacy Transactions**. During each month of the Term, Contractor will:

a. Review thirty (30) 340B Program qualified administration/dispensations Targeted Transactions (as defined below) from each of the 340B Covered Entities per month for diversion, duplicate discount, and accuracy of accumulations; and

b. Review a random sample (approximately five (5) per clean site) of 340B Program qualified administrations to compare utilization with purchasing record.

"**Targeted Transactions**" means that Contractor selects transactions for review based on a targeted sample which is focused on testing of transactions which are most commonly identified as non-compliant by Contractor or where non-compliance may cause the need for significant manufacturer repayment. Targeted Transactions may include high-cost drugs, low-volume prescribers, drugs administered in procedural areas or clinics, "bulk" or multiple dose packages, and where Medicaid is the payer. Additional random claims may also be included.

4.1.2. **Contract Pharmacy Transactions**. During each month of the Term, Contractor will:

a. Review a total of thirty (30) 340B Program qualified dispensations Targeted Transactions from County's Contract Pharmacies (on an aggregate basis), per month for diversion, duplicate discount, and accuracy of accumulations.

b. Review at least one detailed invoice from each Contract Pharmacy to confirm dispense fees match those in the County's agreement with such Contract Pharmacy; provided that the total number of invoices reviewed per month shall not exceed ten (10).

c. If County makes the data and access to its third-party administrator(s) ("**TPA(s)**") available to Contractor on a timely basis, Contractor will review fallout data (non-qualified 340B Program claims) to confirm qualification settings/filters within County's TPA(s) are accurate.

4.1.3. **Medicaid Review**. County acknowledges that a number of its 340B Covered Entities carve-in Medicaid to its 340B Program.

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a. During each month of the Term, Contractor will review (approximately five) County submitted Medicaid fee-for-service ("**Medicaid FFS**") claims to: (i) verify inclusion of state-required modifiers, (ii) to identify mapping errors where the description does not match the listed national drug code ("**NDC**") or the NDC is missing, and (iii) verify correct national provider identifier ("**NPI**") for Medicaid for both in-state and out-of-state claims where applicable. County acknowledges that Contractor is not responsible for verifying that the pricing submitted with such claims is compliant with Applicable Law (e.g., State Actual Acquisition Cost billing requirements

b. During each quarter of the Term, Contractor will review the HRSA Medicaid Exclusion File ("**MEF**") for listing of appropriate NPIs and MPNs carve-in/carve-out elections.

4.1.4. **Purchasing Review**.

a. During each month of the Term, Contractor will review all of County's Pharmaceutical Product purchases during the prior month for its 340B Program to identify:

(i) any non-covered outpatient drugs, including supplies and orphan drugs where applicable; and

(ii) Direct purchases (not from County's wholesaler) to confirm that such purchases have been accounted for in County's 340B Program accumulator.

b. If County provides Contractor with timely access to County's pricing reports from the 340B Office of Pharmacy Affairs Information System ("**OPAIS**") and/or HRSA's designated prime vendor (e.g., Apexus), then during each quarter of the Term, then Contractor will review a sample (5-10 Pharmaceutical Product(s) per quarter) of each of the 340B Covered Entities' Pharmaceutical Product purchases (during the prior month for its 340B Program to confirm that the purchase price for such Pharmaceutical Product does not exceed the ceiling price listed on the above pricing reports.

4.1.5. **Quarterly OPAIS review**. If County provides Contractor with timely access to County's pricing reports from OPAIS, Contractor will perform a quarterly review of OPAIS data to confirm the following information against the information provided by County for each of the 340B Covered Entities:

a. The authorizing official and primary contact
b. The Contract Pharmacy and entity-owned pharmacy shipping addresses.

4.1.6. **Accumulator**. For each 340B Covered Entity's 340B Program accumulator, Contractor will:

a. **Monthly**. Monthly review positive and negative accumulations within County's accumulator to try to identify errors in accumulations and research the source of such accumulations.

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b. **Weekly**. Weekly review each 340B Covered Entity's charge description master to identify mapping errors where the description does not match the listed NDC or the NDC is missing.

4.1.7. **Providers.** Monthly review each 340B Covered Entity's 340B Program eligible provider list for changes, based upon updates provided by County's Medical Staff credentialing office.

4.1.8. **340B Oversight Committee Meetings.** Contractor will remotely attend quarterly meetings of County's Oversight Committee to provide updates on Contractor compliance related review findings and answer questions.

4.1.9. **340B Program Software**.

a. Join meetings/calls with County's other 340B Program related vendors, such as TPA/Split Billing Software vendor(s) as requested.

b. Manage submission of tickets to County's 340B Program software vendors and assist with management of County's relationship with its 340B Program software vendors; and

c. Generate reports, upon County's written request, from County's 340B Program software (which is a County Provided System).

4.1.10. **Other Contractor Responsibilities**. Upon request, Contractor will:

a. Provide guidance for the annual recertification process;

b. Provide guidance to County Personnel on how to develop and maintain a clinical service area crosswalk for County's 340B Program;

c. Subject to the terms and condition so the Agreement, provide guidance to County related to revisions to County's Policy and Procedure Manual;

d. In the event the County receives notice of a HRSA 340B Program audit, Contractor will provide guidance for the collection and submission of data, attend the pre-audit call with the HRSA auditor, and attend the audit remotely or onsite (with County paying for Contractor's travel expenses as Reimbursed Costs (as defined below); and

e. Provide guidance in the development of a corrective action plan, if required, following a HRSA audit.

4.2. **Review Personnel**. Contractor Services will be performed by a Contractor consultant and analyst (the "**Contractor Review Team**"). County's Personnel, including its 340B Program Personnel and other Personnel shall fully co-operate with the Contractor Review Team and assist with the Services.

4.3. **Information Exchange**.

4.3.1. County will, upon Contractor's reasonable request, provide certain documentation and data to Contractor prior to the on-site visit in order to make the visit more efficient. Contractor

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will submit the data request to County prior to the visit. County may elect to provide additional information to Contractor in advance of the visit.

4.3.2. County shall make available to the Contractor Review Team information and documents required for Contractor to conduct the Review.

4.4. **Deliverables**. Contractor will provide to the County Personnel identified by County access to Contractor's monthly written summary for each of the 340B Covered Entities of all compliance tasks reviewed, including findings and recommendations.

5. **COUNTY RESPONSIBILITIES.**

5.1. **County Contacts**. County shall designate (and provide to Contractor with contact information for) an on-site primary contact from the following County areas:

5.1.1. 340B Team or Pharmacy Team;

5.1.2. Medical Staff Credentialing;

5.1.3. Billing Department; and

5.1.4. Information Technology.

5.2. **Information Exchange**. County shall make promptly available to the Contractor Review Team:

5.2.1. Access to the portions of County's Policy and Procedure Manual that are relevant to County's 340B Program;

5.2.2. Copies of County's agreements with all of its Contract Pharmac(ies); and

5.2.3. Any other information and documents required for Contractor to perform the Services upon Contractor's request.

5.3. **County Provided Systems**. County shall provide to Contractor (as a County Provided System) a remote access connection to all relevant County Systems via a secure remote connection (utilizing a VPN acceptable to Contractor) including County's:

5.3.1. Electronic Medical Record (read only access);

5.3.2. County's Third-Party Administrator's Systems (including access to run reports);

5.3.3. Wholesaler accounts (including access to run reports);

5.3.4. County's Pharmacy application, if applicable (if separate from EMR); and

5.3.5. Other software applications that Contractor needs to complete its Services.

5.4. **Inter-Connection**. In addition, if requested by Contractor, County shall permit, and County shall cooperate with Contractor in establishing, a network connection between County's computer Systems and Contractor's Systems that meets or exceeds the Connectivity Standards. Except for

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Reimbursed Personnel time, each Party shall bear its owns costs and expenses in establishing and maintaining such connection.

6. **COMPENSATION**.

6.1. **Project Fee**. County shall pay Contractor the following fees for the Project Services under this SOW (each a "**Project Fee**").

Project Fee	Monthly Rate:	Annual NTE:
SOW Year 1	$6,400	$76,800.00
SOW Year 2	$6,400	$76,800.00
SOW Year 3	$6,400	$76,800.00

6.2. **Reimbursed Costs**. In addition to the Project Fee, County will reimburse Contractor for all reasonable travel and living expenses ("**Reimbursed Costs**") of the Contractor Review Team for all agreed upon travel. Contractor's travel expenses shall be subject to the County of Monterey's Travel Policy. A copy of the policy is available online at https://www.co.monterey.ca.us/home/showpublisheddocument/69364/636728660019670000. Prior to such reimbursement, Contractor must provide a detailed breakdown of the authorized expenses, identifying what was expended and when, and County must approve in writing all agreed upon travel. Travel expenses under this SOW shall not exceed $5,000.

6.3. **Project Billing.** Commencing fourteen (14) days after the SOW Effective Date, and then on the first of each calendar month thereafter during the term of the Agreement, Contractor will invoice County for one-twelfth (1/12) of the Project Fee (the Monthly Rate) for such Contract Year. In addition, Contractor will invoice County monthly for all Reimbursed Costs.

6.4. **Invoices**. Contractor shall submit invoices to the mail or e-mail address listed below (or such replacement address as County may designate in writing), along with appropriate supporting documentation of any Reimbursed Costs:

Mail delivery:
Monterey County Health Department
Clinic Services Bureau
1441 Schilling Place – 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:
CS_Finance@co.monterey.ca.us

County shall pay each invoice pursuant to Section 6 of the Agreement.

7. **ADDITIONAL ITEMS**.

7.1. **Out of Scope Services**. For clarity, the Parties note that the following Services are Out of Scope of this SOW:

7.1.1. Training for County Personnel;

7.1.2. Developing the meeting agenda or content for County's 340B Program Oversight Committee meetings; and

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7.1.3. Other consulting engagements for services not covered in this SOW.

End of Exhibit B

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EXHIBIT C

ADVISORY STATEMENT OF WORK #1

340B Continuous Readiness Program

1. **GENERAL.**

1.1. **Introduction**. This Advisory Statement of Work #1 (this "**SOW**") is entered into by and between the County of Monterey, a political subdivision of the State of California ("**County**"), on behalf of itself and for the benefit of its Affiliates, but only as to the specific 340B Covered Entities set forth on **Exhibit D** to the Agreement and CPS Solutions, LLC ("**Contractor**") on behalf of itself and for the benefit of its Affiliates, as of February 1, 2024 (the "**SOW Effective Date**"), pursuant to that certain Standard Agreement dated February 1, 2024 (the "**Agreement**") between Contractor and County.

1.2. **Definitions**. Capitalized terms that are used herein, but not defined in this SOW shall have the meaning ascribed to them in this Exhibit C or elsewhere in the Agreement. Additional capitalized terms are defined in this SOW and the Appendices to this SOW.

1.3. **Agreement**. This SOW is governed by the terms and conditions of the Agreement (which is incorporated herein by this reference), as modified or supplemented herein. The terms of this SOW, unless expressly contrary to the Agreement, shall be deemed to supplement (rather than replace) similar provisions in the Agreement.

1.4. **Exhibits**. This SOW incorporates by reference **Exhibit A (Other Provisions)** and **Exhibit D (340B Covered Entities)** to the Agreement.

2. **TERM OF SOW.**

The term of this SOW commences on the SOW Effective Date and shall continue for a period of one (1) year.

3. **SCOPE OF SOW.**

3.1. **Overview**. Contractor will provide advisory services to County regarding County's 340B Program implemented under the federal 340B Statute, as set forth below (the "**Project Services**"). Project Services includes evaluation of County's 340B Program, guidance, and ongoing support for each Covered Entity to perform routine monitoring and self-auditing of key components of County's 340B Program throughout the Contract Year.

3.2. **340B Covered Entities**. The Project Services are only for the 340B Covered Entities set forth on **Exhibit D** to the Agreement (340B Covered Entities).

4. **SERVICES PROVIDED BY CONTRACTOR UNDER THIS SOW.**

4.1. **Review**. Once per Contract Year, Contractor will conduct the assessment/review described below (the "**Review**") of the County's 340B Program for the 340B Covered Entities set forth on **Exhibit D**

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to the Agreement. The Review will consist of Contractor assessing County's applicable processes, procedures, and Systems in the following key focus areas:

4.1.1. Evaluating accuracy of Covered Entity's and its "grantee sites'", registration in the Office of Pharmacy Affairs Information System's database;

4.1.2. Evaluating County's existing 340B Program policies and procedures, as set forth in the County's Policy and Procedure Manual;

4.1.3. Evaluating existing contract pharmacy service agreements;

4.1.4. Confirming that County maintains auditable records;

4.1.5. Evaluating an appropriate number of transactions* for each of the data elements identified below:

a. Eligible patient;
b. Eligible provider;
c. Eligible location;
d. Accuracy of accumulations; and
e. Prevention of duplicate discounts as defined by state Medicaid rules.**.

*Contractor selects transactions for auditing based on a targeted sample which is focused on testing of transactions which are most commonly identified as non-compliant by the Contractor consulting team or where non-compliance may cause the need for significant manufacturer repayment. Targeted transactions may include high-cost drugs, prescribers who write a low volume of orders or prescriptions, drugs administered in procedural areas and clinics, "bulk" or multiple dose containers, and when Medicaid is the payer. Additional random transactions are also included.

Contractor will review a random selection of fee for service Medicaid claims for inclusion of the NPI on the claim and in the Medicaid Exclusion File ("MEF**"), as well as inclusion of any state required modifiers. Contractor does not review the accuracy of the pricing submitted with fee for service Medicaid claims. Contractor also does not review Medicaid managed care claims.

While the Covered Entity may submit multiple universes of data for evaluation, Contractor selects a percentage from each of the submitted universes and combines the selected transactions into two universes; mixed use and pure use areas in one, and clinic grantee outpatient pharmacies and non-network contract pharmacies in the other.

4.1.6. Evaluating County's purchasing process for compliance and optimization opportunities including:

a. County's purchase through any group purchasing organization;

b. County's 340B Program purchases;

c. County's wholesale acquisition cost purchases (if applicable); and

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d. County's purchases under the Federal Orphan Drug program (if applicable).

4.1.7. Evaluate processes in place to prevent diversion to ineligible patients and duplicate discounts;

4.1.8. Evaluating County's applicable processes, procedures, and Systems used for 340B Program monitoring and oversight; and

4.1.9. Evaluating County's applicable processes, procedures, and Systems used to educate County's Personnel with respect to such individual's role within the 340B Program.

4.2. **On-Going Services**. During each Contract Year, Contractor shall:

4.2.1. Answer County questions regarding the Health Resource and Services Administration ("**HRSA**") audits of County's 340B Program;

4.2.2. As part of quarterly meetings with County, respond to County's Personnel's questions and issues; which response may include providing ongoing education (e.g., information on HRSA updates), guidance and consultative services to assist the 340B Covered Entities, as they develop and implement corrective actions; and

4.2.3. In the event of a HRSA or manufacturer's audit of County's 340B Program, Contractor will, upon the Covered Entity's request:

a. Attend the HRSA welcome/pre-site visit call;

b. Answer questions regarding the HRSA data request item list;

c. Review contract pharmacy services agreements and the County's Policy and Procedure Manual;

d. Review the Covered Entity's transaction dataset prior to submission to HRSA for ineligible providers and locations (if provided in data set) and potential duplicate discounts;

e. Attend the onsite HRSA audit (or remote HRSA audit, if applicable) to provide support as requested by the Covered Entity; and

f. If the Covered Entity does not have Contractor attend the onsite audit; the Covered Entity may call a Contractor 340B team member to discuss questions that came up during the onsite audit.

4.3. **Review Personnel**. The Review will be performed by Contractor's consultant and analyst team (the "**Contractor Review Team**"). County's Personnel, including its 340B Program Personnel and other Personnel shall fully co-operate with the Contractor Review Team and assist with the Review.

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4.4. **Information Exchange**.

4.4.1. County will, upon Contractor's reasonable request, provide certain documentation and data to Contractor prior to the on-site visit in order to make the visit more efficient. Contractor will submit the data request to County prior to the visit. County may elect to provide additional information to Contractor in advance of the visit.

4.4.2. County shall make available to Contractor's Review Team information and documents required for Contractor to conduct the Review.

4.5. **Deliverables**. Upon completion of the Review, Contractor will:

4.5.1. Compile the information from the on-site assessments/reviews with information provided by the County to develop a written action item report (the "**Report**") to County detailing findings and recommendations. The Report will incorporate recommendations for corrective actions which include best practices and changes based upon Contractor's internal templates and other precedence, to the extent applicable and available;

4.5.2. Develop a corrective action planning document to track County Personnel's progress in addressing the suggested corrective actions;

4.5.3. Deliver its Report via a secured email delivery method to the County's: (a) OPAIS 340B Authorizing Official, and (b) OPAIS 340B Point of Contact. Within ten (10) days of the SOW Effective Date, the County will provide CPS with the names and email addresses of such County Personnel and County will notify CPS in writing of any changes in such Personnel (and provide any new or revised email addresses); and

4.5.4. At the request of County, Contractor will host conference a call or web meeting within four (4) weeks of the delivery of its Report to review Contractor's findings and answer questions.

5. **COMPENSATION**.

5.1. **Project Fee**. County shall pay Contractor the following fees for the Project Services under this SOW (each a "**Project Fee**").

Project Fee	Monthly Rate:	Annual Cost:
SOW Year 1	$1,600.84	$19,210.00

5.2. **Reimbursed Costs**. In addition to the Project Fee, County will reimburse Contractor for all reasonable travel and living expenses ("**Reimbursed Costs**") of the Contractor Review Team for all agreed upon travel. Contractor's travel expenses shall be subject to the County of Monterey's Travel Policy. A copy of the policy is available online at https://www.co.monterey.ca.us/home/showpublisheddocument/69364/636728660019670000. Prior to such reimbursement, Contractor must provide a detailed breakdown of the authorized expenses, identifying what was expended and when and County must approve in writing all agreed upon travel. Travel expenses under this SOW shall not exceed $5,000.

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5.3. **Project Billing.** Commencing fourteen (14) days after the SOW Effective Date, and then on the first of each calendar month thereafter during the term of the Agreement, Contractor will invoice County for one-twelfth (1/12) of the Project Fee (the Monthly Rate) for such Contract Year. In addition, Contractor will invoice County monthly for all Reimbursed Costs.

5.4. **Invoices.** Contractor shall submit invoices to the mail or e-mail address listed below (or such replacement address as County may designate in writing); along with appropriate supporting documentation of any Reimbursed Costs:

Mail delivery:
Monterey County Health Department
Clinic Services Bureau
1441 Schilling Place – 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:
CS_Finance@co.monterey.ca.us

County shall pay each invoice pursuant to Section 6 of the Agreement.

6. ADDITIONAL ITEMS.

6.1. **Out of Scope Services**. For clarity, the Parties note that the following Services are Out of Scope of this SOW:

6.1.1. Other consulting engagements for services not covered in this SOW.

End of Exhibit C

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EXHIBIT D

340B Covered Entities

340B Drug Pricing Program ID	Name of Covered Entity/Grantee Site	Street Address
CHC33795-00	County of Monterey – Laurel Pediatric Clinic	1441 Constitution Blvd. Bldg. 200, Suite 101 Salinas, CA 93906-3100
CHC33795-01	Monterey County Clinic at Marina	3155 De Forest Road Marina, CA 93933-2702
CHC33795-02	County of Monterey – Laurel Vista	1441 Constitution Blvd. Bldg. 400, Suite 301 Salinas, CA 93906-3134
CHC33795-03	County of Monterey – Laurel Internal Medicine Clinic	1441 Constitution Blvd. Bldg. 151, Suite 16 Salinas, CA 93906-3100
CHC33795-04	County of Monterey – Integrated Health Clinic	299 12th Street Marina, CA 93933-6003
CHC33795-05	County of Monterey – Laurel Family Practice	1441 Constitution Blvd. Bldg. 400, Suite 300 Salinas, CA 93906-3134
CHC33795-06	Alisal Health Center	559 E. Alisal Street Suite 201 Salinas, CA 93905
CHC33795-07	County of Monterey – Seaside Family Health Center	1156 Fremont Blvd. Seaside, CA 93955-5715
CHC33795-08	Bienestar	1441 Constitution Blvd. Bldg. 400, Suite 201 Salinas, CA 93906-3100
CHC33795-09	County of Monterey - NIDO	1441 Constitution Blvd. Bldg. 760 Salinas, CA 93906-3100

End of Exhibit D

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Exhibit E

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective as of the effective date of this Agreement ("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 CPS Solutions, LLC ("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"), as such terms are defined in "HIPAA" (which is defined below) 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 (as such term is defined in HIPAA, "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:

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AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall: (i) only apply to PHI and EPHI (as further defined below), and (ii) 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); but only to the extent that they are not superseded by HIPAA.

(c) "Personnel" means the directors, managers, officers, employees, partners, agents, advisers, and Subcontractors of a Party, or other applicable entity, provided that the Personnel of Business Associate shall not be deemed to be Personnel of Covered Entity.

(d) "PII" for purposes of this BAA is limited to PII that is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf.

(e) "Protected Health Information" or "PHI" for purposes of this BAA is limited to PHI that is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf.

(f) "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:

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(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 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 regarding a system that stores or transmits PHI (including EPHI) of which Business Associate becomes aware; and (iii) any suspected Breach of the PHI (including EPHI) of which Business Associate becomes aware. 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 of any information system provided by Business Associate (or its Subcontractors) that stores or transmits PHI (each a "BA System"), or unauthorized access, acquisition, Use, or

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Disclosure of PHI, or suspected Breach of a that it discovers and that involves Business Associates' Personnel or such BA System and shall provide a summary of such investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident involving a BA System or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach of a BA System 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 such Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of such 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 of PHI, or such Security Incident of a BA System, or Breach of PHI;

(iii) Unless otherwise required by any applicable laws, regulations, ordinances, or court or administrative orders or decrees of any federal, state, local or other governmental unit applicable to Business Associates' Use or Disclosure of PHI (each an "**Applicable Law**"), 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 Applicable 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 Laws 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 standard 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;

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(d) At Covered Entity's sole cost and expense: (a) 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") promptly after the Secretary's request in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA, (b) if permitted to do so under Applicable Law, promptly notify Covered Entity of any such requests by the Secretary, and (c) upon Covered Entity's reasonable written request, promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI that are reasonably required for purposes of determining whether Business Associate has complied with this BAA, including its obligations here regarding maintaining adequate security safeguards. 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) business days of receiving a written request from Covered Entity, provide to Covered Entity at Covered Entity's sole cost and expense 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) business 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 90 business 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 by Business Associate:

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(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) business days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 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 that apply to the Services provided by Business Associate to Covered Entity, but only to the extent that such state laws are not preempted by HIPAA.

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(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage at https://www.co.monterey.ca.us/government/departments-a-h/health/general/privacy-and-confidentially-of-the-residents-we-serve. Covered Entity shall notify Business Associate in writing of any changes to the Notice of Privacy Practices. Any changes in the Covered Entity's privacy practices that would affect Business Associate's Services shall be treated as a request for a change order.

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. Notwithstanding anything to the contrary in any other agreement with the Covered Entity, Business Associate may limit its Services to the next necessary to comply with any such change in authorization regarding the 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 Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any suspend Covered Entities provision of Services under any 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 such breach is not cured within such thirty (30) day period.

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

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Subcontractors (or shall receive a certification from its Subcontractors that such PHI has been deleted). 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 the return or destruction of the PHI is infeasible, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

CPS Solutions LLC
Attn: D. Michelle Kinneer
SVP, Chief Compliance Officer
655 Metro Place South, Suite 450
Dublin, OH 43017

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1-833-450-4229
Cps.privacy@cps.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
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 (as to PII), or a Breach of PHI that is directly attributable to an act or omission of Business Associate or its Personnel in violation of this BAA, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of County (including the Covered Entity) or the County's Personnel (including those of the Covered Entity). It is the intent of the Parties to provide the broadest possible indemnification for the County that is consistent with the express provisions of this Section 5.8. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.10 Applicability of Terms. This BAA applies to all PHI (including EPHI) in connection with all present and future Services Agreements and business associate

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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 as to PHI 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 $5,000,000 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 ten (10) business days after notice thereof, each Party shall advise the other Party of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that alleges a Security Incident of any BA System, or unauthorized access, acquisition, Use, or Disclosure of PHI, or a suspected Breach of PHI, or a breach of 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 Applicable Law. This includes, without limitation, any allegation that a Party has, in regard to PHI violated: (a) HIPAA, or (b) other Applicable Laws.

5.12 Audit or Investigations. Promptly, but no later than ten (10) business days after notice thereof, each Party shall advise the other Party of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance by either Party with HIPAA or the California Confidentiality Laws in connection with PHI or PII; provided that the Covered Entity does not need to inform CPS of any audit, review or compliant that is unrelated to the Services CPS is providing.

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 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,

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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.

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**
CPS Solutions, LLC	
By: Frank Segrave (Nov 16, 2023 20:16 EST)	By:
Print Name Frank Segrave	Print Name:
Print Title CEO	Print Title:
Date: Nov 16, 2023	Date:

CPS Solutions Base SA.v10.25.23

Final Audit Report 2023-11-17

Created:	2023-11-16
By:	Debbie Smith (debbie.smith@cpspharm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmGr-zKB_W5hzhL4cV9h3EzomZU9tkpVg

"CPS Solutions Base SA.v10.25.23" History

Document created by Debbie Smith (debbie.smith@cpspharm.com)
2023-11-16 - 9:39:35 PM GMT- IP address: 162.155.68.183

Document emailed to frank.segrave@cpspharm.com for signature
2023-11-16 - 9:51:35 PM GMT

Email viewed by frank.segrave@cpspharm.com
2023-11-16 - 9:51:43 PM GMT- IP address: 52.202.236.132

Signer frank.segrave@cpspharm.com entered name at signing as Frank Segrave
2023-11-17 - 1:16:25 AM GMT- IP address: 71.228.70.14

Document e-signed by Frank Segrave (frank.segrave@cpspharm.com)
Signature Date: 2023-11-17 - 1:16:27 AM GMT - Time Source: server- IP address: 71.228.70.14

Document emailed to benjamin.hansen@cpspharm.com for signature
2023-11-17 - 1:16:29 AM GMT

Email viewed by benjamin.hansen@cpspharm.com
2023-11-17 - 1:16:35 AM GMT- IP address: 52.202.236.132

Signer benjamin.hansen@cpspharm.com entered name at signing as Ben Hansen
2023-11-17 - 3:07:04 PM GMT- IP address: 73.62.83.78

Document e-signed by Ben Hansen (benjamin.hansen@cpspharm.com)
Signature Date: 2023-11-17 - 3:07:06 PM GMT - Time Source: server- IP address: 73.62.83.78

Agreement completed.
2023-11-17 - 3:07:06 PM GMT

County of Monterey (CA) CPS Solutions Base SA.v10.25.23 - signed by CPS 11.17.2023

Final Audit Report 2023-11-20

Created:	2023-11-17
By:	Debbie Smith (debbie.smith@cpspharm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASvQ3dhoU-CTAI2KVP9PmB9uf-CQV0CYV

"County of Monterey (CA) CPS Solutions Base SA.v10.25.23 - signed by CPS 11.17.2023" History

Document created by Debbie Smith (debbie.smith@cpspharm.com)
2023-11-17 - 5:45:08 PM GMT- IP address: 184.54.170.50

Document emailed to frank.segrave@cpspharm.com for signature
2023-11-17 - 5:47:11 PM GMT

Email viewed by frank.segrave@cpspharm.com
2023-11-17 - 5:47:20 PM GMT- IP address: 52.202.236.132

Signer frank.segrave@cpspharm.com entered name at signing as Frank Segrave
2023-11-18 - 0:24:55 AM GMT- IP address: 107.127.28.28

Document e-signed by Frank Segrave (frank.segrave@cpspharm.com)
Signature Date: 2023-11-18 - 0:24:57 AM GMT - Time Source: server- IP address: 107.127.28.28

Document emailed to benjamin.hansen@cpspharm.com for signature
2023-11-18 - 0:24:59 AM GMT

Email viewed by benjamin.hansen@cpspharm.com
2023-11-18 - 0:25:07 AM GMT- IP address: 3.232.50.116

Email viewed by benjamin.hansen@cpspharm.com
2023-11-20 - 8:09:46 PM GMT- IP address: 3.232.50.116

Signer benjamin.hansen@cpspharm.com entered name at signing as Ben Hansen
2023-11-20 - 8:49:27 PM GMT- IP address: 174.211.104.91

Document e-signed by Ben Hansen (benjamin.hansen@cpspharm.com)
Signature Date: 2023-11-20 - 8:49:29 PM GMT - Time Source: server- IP address: 174.211.104.91

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Agreement completed.

2023-11-20 - 8:49:29 PM GMT

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DocuSign Envelope ID: DC75952C-AF3A-4E6A-8A67-41F6A3F2A327

Introduced: 12/21/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute an Agreement with CPS Solutions, LLC ("CPS") for 340B Program external audit and remote program monitoring services, for a term of February 1, 2024 through January 31, 2028, and a total agreement amount not to exceed $259,610; and
b. Accept the recommendation of the Director of Health Services to approve the non-standard provisions in the Agreement; and
c. Authorize the Director of Health Services or designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($25,961) of the agreement amount and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute an Agreement with CPS Solutions, LLC ("CPS") for 340B Program external audit and remote program monitoring services, for a term of February 1, 2024 through January 31, 2028, and a total agreement amount not to exceed $259,610; and
b. Accept the recommendation of the Director of Health Services to approve the non-standard provisions in the Agreement; and
c. Authorize the Director of Health Services or designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($25,961) of the agreement amount and do not significantly change the scope of work.

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.

Clinic Services participates in the federal 340B Drug Pricing Program, which allows FQHCs to purchase eligible drugs at reduced rates for distribution to eligible patients through 340B contract pharmacy arrangements or administered to patients in clinic. Clinic Services depends on 340B savings to help increase patient access and promote health equity by reinvesting these savings into supporting the essential healthcare services that our safety net clinics provide to the underserved community.

The 340B Program is very complex and requires a deep knowledge of the program's operational and pharmacy compliance requirements, including annual certifications, program-specific billing and drug

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purchase requirements, policy/procedure management, and the need for ongoing, monthly audits to verify compliance and avoid penalties and fees.

CPS Solutions, LLC (CPS) has been supporting health systems, including FQHCs and pharmacies since 1992 by evaluating internal programs and contract pharmacy relationships to improve overall program management and optimize 340B savings in a comprehensive and compliant manner.

Approval of this Agreement will allow CPS to deliver a mock HRSA 340B Audit, including corrective action support for any audit findings, and subsequently provide ongoing 340B Program support and education to Clinic Services' operational, clinical and contract pharmacy-related areas through a remote monitoring format.

This work supports one of the Monterey County Health Department's 2018-2024 Strategic Plan Initiative(s): 2. Enhance community health and safety through prevention. It also supports one or more of the ten essential public health services, specifically: 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this Agreement as to legal form. Auditor Controller has reviewed and approved as to fiscal provisions.

FINANCING:
Sufficient appropriations are available in the FY 2023-2024 Health Department Clinic Services Adopted Budget (001-4000-HEA007) to cover the costs of this agreement. This Agreement will be funded by revenues generated from Medi-Cal and Medicare. There is no financial impact to the General Fund resulting from approval of this Agreement.

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:

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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: Prisca Segovia, Management Analyst II, 755-4939

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:56 AM PST

Elsa Mendoza Jimenez, Director of Health Services, 755-4526 On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report
Agreement

DocuSign Envelope ID: EA460DE4-DB58-4E5B-9B3F-240533F334A3

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:

Community Foundation for Monterey County,

(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: Community outreach, engagement and education for County of Monterey Behavioral Health Bureau's Mental Health Services Act (MHSA) Innovation and Prevention and Early Intervention (PEI) programming.

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: $ 277,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 15, 2023 **to** June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY
EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT D: COST REIMBURSMENT FORM

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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:~~

DS DB
Contractor
DS Amy
County

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

9.0 INSURANCE REQUIREMENTS:

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:**
Kathryn Eckert	Dan Baldwin
Name and Title	Name and Title
1270 Natividad Rd., Salinas, CA 93906	2354 Garden Rd., Monterey, CA 93940
Address	Address
(831) 755-4580	(831) 375-9712 x115
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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 12/19/2023 | 1:51 PM PST

By:
Department Head (if applicable)

Date:

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

By: DocuSigned by: Shane Eben Strong 6624564F383643C...
Office of the County Counsel

Date: 12/19/2023 | 10:09 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E65787545AE...
Auditor/Controller

Date: 12/19/2023 | 1:35 PM PST

By:
Risk Management

Date:

CONTRACTOR

Community Foundation for Monterey County
Contractor/Business Name *

By: DocuSigned by: Dan Baldwin 7838FAC40C6C4BE...
(Signature of Chair, President, or Vice-President)

Dan Baldwin, CEO/President
Name and Title

Date: 12/13/2023 | 8:08 AM PST

By: DocuSigned by: Kim Drabner BDDB43359CED46E...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Kim Drabner, VP of Finance & Human Resources
Name and Title

Date: 12/19/2023 | 9:39 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

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EXHIBIT A: SCOPE OF SERVICES / PAYMENT PROVISIONS

Agreement by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Community Foundation for Monterey County, hereinafter referred to as "CONTRACTOR"

I. PURPOSE: The purpose of the funding provided by COUNTY to CONTRACTOR is to provide fiscal support to Community Health Workers (CHWs) with the several identified Community-Based Organizations (CBOs) and work collaboratively across the participating organizations to conduct outreach, screening and education on behavioral health conditions and make connections to resources for hard-to-reach communities most disparately impacted by environmental and other conditions that negatively impact health outcomes, including behavioral health conditions. Funding will assist the CONTRACTOR with operational costs associated with the project.

A Coordination Team consisting of a representative(s) from Monterey County Health Department and Community Foundation for Monterey County will work closely together on the project coordination and implementation of the proposed strategies to ensure alignment with existing programs and services and that participating Community Based Organizations (CBO's) have supports to implement the project.

II. SCOPE OF WORK:

A. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Attend and require funded CBO's CHW Coordinators to attend the COUNTY's monthly coordination meetings. Attendance and participation in the monthly coordination meetings will ensure effective coordination of access to resources and deployment of CHW's to high impact area.

2. Provide support staff to coordinate daily functioning of Community Health Worker (CHW) program that will deploy CHWs to reach individuals and families living in regions of the County where there is disproportionate impact on mental health conditions;

3. Coordination and provision of monthly reports to County on community needs, challenges and access barriers identified by CHW partner CBOs in accessing behavioral health care;

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4. Work with the Coordination Team to continue identifying and holding CHW training and continued education opportunities; and

5. When applicable based on need and outreach efforts, use the WellScreen Monterey application to help residents screen for mental health and substance use disorders, including use of web-enabled devices provided by COUNTY to assist people in using the tool. CHW's will distribute print materials provided by COUNTY(e.g., posters, brochures, and business cards with QR codes linked to website) in locations that are accessible and utilized by residents in regions of the County where there is disproportionate impact on mental health conditions. CHW's will also distribute and track web-enabled devices to appropriate locations that will garner public attention and interest to utilize the WellScreen Monterey tool.

6. CHW's will support the COUNTY's Community Program Planning Process (CPPP) for the Mental Health Services Act through outreach and engage residents to provide input and complete surveys for the CPPP.

B. REPORTING REQUIREMENTS

1. CONTRACTOR shall conduct data collection according to the evaluation plan provided by the COUNTY in accordance with the Mental Health Services Act (MHSA) Funding requirements. Provide quarterly reports in the following categories which include, but are not limited to:

    a) Number of people reached through outreach strategies

    b) Demographics of people who have 1:1 interactions with the CHW's around WellScreen, CPPP surveys and for referrals to behavioral health care

    c) Anecdotal progress reports as shared by Stories from the Field: outcomes from solutions to identified barriers and challenges

    d) Progress reports on coordination of WellScreen marketing and communication resources and supports

    e) Any other data elements the County deems necessary for the purposes of monitoring, evaluation, and compliance with the MHSA or any other relevant federal, state, or local regulations and requirements.

2. CONTRACTOR shall adhere to all applicable federal, state, and local laws and regulations concerning the protection, use, and disclosure of the data, including but not limited to, the Health Insurance Portability and

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Accountability Act (HIPAA), and the standards and requirements set forth by the MHSOAC.

3. All data must be submitted in the format, timeframe, and manner prescribed by the County. CONTRACTOR is responsible for ensuring the accuracy, completeness, and timeliness of all data submitted.

4. CONTRACTOR shall promptly notify the County of any issues or delays in submitting the required data and provide a plan for timely resolution of such issues.

5. CONTRACTOR acknowledges that data submitted under this section may be used by the County for the purposes of reporting to state and federal agencies, informing public policy, improving service delivery, and promoting transparency and accountability in the provision of mental health services.

III. DESIGNATED CONTRACT MONITOR:

Lindsey O'Leary, Deputy Director
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 744-4302
olearylm@co.monterey.ca.us
cc: MHSA@co.monterey.ca.us

IV. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **$277,000** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR'S shall reimbursed the following negotiated rates which are subject to all cost report conditions set forth in Exhibit A and identified in the Fee Schedule table below:

Fee Schedule

Deliverable	Payment Period	Fee
Deliverable 1: Provision of WellScreen Monterey community outreach and engagement report	Oct. 15, 2023 – Oct. 31, 2023	$40,000
Deliverable 2: Provision of WellScreen Monterey community outreach and engagement report	Nov. 1, 2023 – Nov. 30, 2023	$80,000
Deliverable 3: Provision of WellScreen Monterey community outreach and engagement report	Dec. 1, 2023 – Dec. 31, 2023	$80,000

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Deliverable 4: Provision of MCBH PEI community outreach and engagement report	Jan 1, 2024 – March 31, 2024	$38,500
Deliverable 5: Provision of MCBH PEI community outreach and engagement report	April 1, 2024 – June 30, 2024	$38,500
TOTAL MAXIMUM COUNTY OBLIGATION		**$277,000**

B. There shall be no travel reimbursement allowed during this Agreement.

C. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the County of Monterey Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.

D. CONTRACTOR shall submit via email an Invoice using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:
MCHDBHFinance@co.monterey.ca.us
cc:MHSA@co.monterey.ca.us

V. CONTRACTOR'S BILLING PROCEDURES

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

B. COUNTY shall review and certify CONTRACTOR's Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

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

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IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **$277,000** for services rendered under this Agreement for the period of **October 15, 2023 to June 30, 2024**

B. Maximum Liability Amount:

TERM	AMOUNT
Oct. 15, 2023 – June 30, 2024	$277,000
MAXIMUM COUNTY OBLIGATION	$277,000

C. Funding Source:

FUNDING SOURCE	TERM	AMOUNT
MHSA INN	Oct 15, 2023 – Dec. 31, 2023	$200,000
MHSA PEI	Jan. 1, 2024 – June 30, 2024	$77,000

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EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.

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- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate

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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.

	Community Foundation of Monterey County Contractor (Organization Name)
DocuSigned by: Dan Baldwin 7838EAC10C6C4BE...	Dan Baldwin
Signature of Authorized Representative (*printed*)	Name of Authorized Representative
12/13/2023 | 8:08 AM PST	President/CEO
Date	Title of Authorized Representative

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EXHIBIT C: 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 **Community Foundation for Monterey County** ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for CoveredEntity that involve the Use and Disclosure of Protected Health Information ("PHI") that iscreated, 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"), andtheir 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 ofElectronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A andC (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 termsand 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:

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AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 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 ofthe 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 accesslaw (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 careto an individual or the past, present or future payment for the provision of health care to anindividual; (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 servicesagreement "(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

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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 administrationof 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 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 personis aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and stateauthorities, 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) anyUse 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. Suchnotice shall be provided within five (5) business days of Business Associate's discovery ofsuch 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 writtenreport 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

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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 Associateshall 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 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 benotified (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 (whichmay 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 thosethat apply to Business Associate pursuant to this BAA. Upon request, Business Associateshall 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 BusinessAssociate provided to the Secretary. In addition, Business Associate shall promptly makeavailable to Covered Entity such practices, records, books, agreements, policies andprocedures relating to the Use and Disclosure of PHI for purposes of determining whetherBusiness Associate has complied with this BAA or maintains adequate security safeguards,upon reasonable request by Covered Entity. The fact that Covered Entity

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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 suchDisclosure 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 Disclosuresof the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. Ata 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 descriptionof 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 shallimplement 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 thisBAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and requestfrom 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) daysof 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 ofits 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

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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 possibleand in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 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 lawto 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 Disclosuresof 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 reviewthe 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 PrivacyPractices 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

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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. Certainprovisions 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) daysof Business Associate's receipt of written notice of such breach, if the breach is not curedto the satisfaction of Covered Entity.

4.3 **Automatic Termination**. This BAA shall automatically terminate withoutany further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate havingthis 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 returnedor securely destroyed, and no copies retained, upon Covered Entity's request. To the extentit is not feasible for Business Associate to return or destroy any portion of the PHI, BusinessAssociate 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 thatPHI 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) limitfurther 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 Sections2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHIretained 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 extentthat 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 revisedobligations. Further, no provision of this

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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, orliabilities 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:

Community Foundation for Monterey County
Attn: Dan Baldwin
2354 Garden Rd.
Monterey, CA 93940
(831) 375-9712 x115
Fax: (831) 375-4731
Email: danb@cfmco.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 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 sentby 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.

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5.7 Choice of Law; Interpretation. This BAA shall be governed by the lawsof the State of California. Any ambiguities in this BAA shall be resolved in a manner thatallows 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 fromany claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurredby 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 CaliforniaConfidentiality 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 ofpersonnel 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 independentof, 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 orinformal, 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 automaticallybe 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 anda 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 BusinessAssociate 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, costsexpenses, fines, and compliance costs arising from a breach of the obligations of BusinessAssociate, 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 CoveredEntity 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

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becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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: Dan Baldwin 7838FAC10C6C4BE...	By: DocuSigned by: C7A30BA59CA8423...
Print Name: Dan Baldwin	Print Name: **Elsa M. Jimenez**
Print Title: President/CEO	Print Title: **Director of Health Services**
Date: 12/13/2023 | 8:08 AM PST	Date: 12/19/2023 | 10:06 AM PST

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EXHIBIT D: COST REIMBURSEMENT FORM

COST REIMBURSEMENT INVOICE FORM — **Monterey County Behavioral Health**

Contractor :	The Community Foundation for Monterey County	**Invoice Number :**	
Address Line 1	2345 Garden Rd., Monterey, CA 93940	**County PO No.:**	
Address Line 2		**Invoice Period :**	
Tel. No.:	(831) 375-9712		
Fax No.:			
Contract Term:	October 15, 2023 - June 30, 2024	**Final Invoice** (Check if Yes)	
BH Division :	MHSA - INN; MHSA - PEI	BH Control Number	

Rates of Payment	Term: FY 2023/24	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
Deliverable 1-3: Provision of WellScreen Monterey community outreach and engagement report	FY2023/24	$ 200,000.00				
Deliverable 4-5: Provision of MCBH PEI community outreach and engagement report	FY2023/24	$ 77,000.00				
TOTALS		$ 277,000.00				

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:

MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date : _____

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County of Monterey

Board Report

Legistar File Number: A 23-583

Item No.43

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

January 09, 2024

Introduced: 12/19/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute a new Non-Standard Agreement between the County of Monterey and Community Foundation for Monterey County for the provision of community outreach, engagement and education for County of Monterey Behavioral Health Bureau's Mental Health Services Act (MHSA) Innovation and Prevention and Early Intervention (PEI) programming, for a maximum County obligation of $277,000 for the retroactive term of October 15, 2023 through June 30, 2024.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the Director of Health Services or designee to execute a new Non-Standard Agreement between the County of Monterey and Community Foundation for Monterey County for the provision of community outreach, engagement and education for County of Monterey Behavioral Health Bureau's Mental Health Services Act (MHSA) Innovation and Prevention and Early Intervention (PEI) programming, for a maximum County obligation of $277,000 for the retroactive term of October 15, 2023 through June 30, 2024.

SUMMARY/DISCUSSION

On September 27, 2018, the County of Monterey Behavioral Health Bureau received approval from the Mental Health Services Oversight and Accountability Commission (MHSOAC) for the "Screening to Timely Access" MHSA Innovation Plan. This Innovation Plan aims to increase access to mental health services by underserved populations. This agreement with Community Foundation for Monterey County will leverage their Community Health Worker program to reach underserved populations throughout the county, providing access to the WellScreen Monterey mental health screening and referral tool developed as part of the "Screening to Timely Access" plan. Furthermore, this agreement will utilize associated MHSA Innovation funding that may be subject to reversion to the State if not fully expended before December 31, 2023.

Additionally, in FY 2023-24, MHSA PEI revenues are higher than budgeted and this agency has capacity to utilize MHSA PEI funding to promote and make referrals to MHSA PEI funded programming offered through the County of Monterey.

The Director of Health Services recommends the approval of this nonstandard agreement and its nonstandard terms, including the waiving of the County's standard indemnification language. The Office of County Counsel and Risk-Management do not approve the waiving of this provision; however, the Department of Health is willing to bear the potential risks.

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This work supports the Monterey County Health Department 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 provision of health care when otherwise unavailable.

This agreement is late in being presented to your Board due to the need for allocating MHSA Innovation funds for expenditure prior to December 31, 2023 to avoid reversion to the State.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by MHSA INN and PEI Funds. The funds for this Agreement for FY2023-24 ($277,000) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 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: Wesley Schweikhard, Management Analyst II, 755-4856

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:53 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526 On behalf of Elsa Mendoza Jimenez

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Attachment:
Board Report
Agreement

DocuSign Envelope ID: DC50467F-3102-4068-9FA6-EC0842BAA6D6

Introduced: 12/19/2023

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 five-year agreement with the Epicenter to provide county-wide art as healing classes to selected at-risk high school students and to collaborate with high school wellness centers throughout Monterey County for the term upon execution through April 30, 2028, for a total Agreement amount not to exceed $410,850; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($41,085) of the original amount and do not significantly change the scope of work, total not to exceed maximum of $451,935.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a five-year agreement with the Epicenter to provide county-wide art as healing classes to selected at-risk high school students and to collaborate with high school wellness centers throughout Monterey County for the term upon execution through April 30, 2028, for a total Agreement amount not to exceed $410,850; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($41,085) of the original amount and do not significantly change the scope of work, total not to exceed maximum of $451,935.

SUMMARY/DISCUSSION:

The County of Monterey Health Department Public Health Bureau's Cannabis Education Program (Cannabis Education Program) is an awardee of the Board of State and Community Corrections (BSCC) Proposition 64 Public Health and Safety Grant Program Cohort 3 funding. The project titled Monterey County Art and Education Go Together was submitted to the State in 2022 and will provide funds to enhance public health and safety efforts associated with illicit and youth cannabis use. BSCC grant funds provide capacity for the Cannabis Education Program to collaborate with Epicenter to offer at risk youth art programing, referred to as art as health classes, to heal personal and community trauma.

Epicenter is a 501c3 organization founded in 2014 by a group of young adults from the Salinas community to empower at-risk and system involved youth. Over the past eight years, Epicenter has expanded to include supportive services for LGBTQ+, foster, and unhoused youth. Services include drug and alcohol education, and food pantry and teen closet to provide food and clothing to youth in need.

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The proposed art as healing classes will expand Epicenter's existing services and provide students an expressive non-verbal outlet to challenging conversations that are not limited by words as a way to describe their emotions and increase resiliency. Developing proficiency in music, arts, or dance can help promote feelings of self-efficacy and identity - both of which are indicated in the prevention of mental health and substance use disorders. According to 2021 data from the Centers for Disease Control and Prevention, more than a third (37%) of high school students reported experiencing poor mental health during the COVID-19 pandemic, and 44 percent reported feeling persistently sad or hopeless during the past year.

This agreement supports a public health prevention approach to serve at-risk high school students by offering small group art classes that create a safe space to bridge art and emotional healing. Epicenter staff will collaborate with high school wellness centers to gather referrals for youth who would benefit from small pro-social nonjudgmental group art classes. The teaching model will include art classes facilitated by Epicenter staff and a master's in social work intern reaching approximately 200-300 high school students annually (1,000 to 1,000 students over five years). Art classes will be provided throughout the County.

This work supports the County of Monterey Health Department 2018-2024 Strategic Plan Goals: 1. Empower the community to improve health; and 2. Enhance community health and safety through prevention. It also supports one of the ten essential public health services, specifically: 3. Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
This Agreement is funded 100% by the Proposition 64 grant from the State of California, Board of State and Community Corrections (BSCC). Appropriations for this Agreement are or will be included in the Health Department's budget for FY 2023-24 through FY 2027-28 (001-4000-8124-HEA003).

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

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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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:52 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachments:
Board Reports
Agreement

DocuSign Envelope ID: 845EEDF2-B74A-4B0B-81E8-AABD2188BF69

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:

The University Corporation, San Francisco State (dba Family Acceptance Project),

(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: Culturally attuned trainings, consultation and material supports for the "Rainbow Connections" Mental Health Services Act Innovation Project

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: $549,125

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2024 **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 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: EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY
EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT D: COST REIMBURSMENT FORM

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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:**
Kathryn Eckert, Behavioral Health Director	Jason Porth, Executive Director
Name and Title	Name and Title
1270 Natividad Rd., Salinas CA 93906	1600 Holloway Ave., San Francisco, CA 94132
Address	Address
(831) 755-4580	(415) 338-1381
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 **********

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

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

By: DocuSigned by: Shane Eben Strong 8624584F8838438...

Office of the County Counsel

Date: 12/18/2023 | 11:54 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E5745456...

Auditor/Controller

Date: 12/18/2023 | 12:34 PM PST

By: _____

Risk Management

Date: _____

CONTRACTOR

The University Corp., San Francisco State

Contractor/Business Name *

By: DocuSigned by: Jason Porth 3402F948CDB040F...

(Signature of Chair, President, or Vice-President)

Jason Porth — Executive Director

Name and Title

Date: 12/14/2023 | 10:35 AM PST

By: DocuSigned by: Tammie Ridgell 630A846767DB4F3...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Tammie Ridgell — AVP of Auxiliary Business S

Name and Title

Date: 12/14/2023 | 12:19 PM PST

County Board of Supervisors' Agreement No. _____ approved on _____

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

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT A: SCOPE OF SERVICES / PAYMENT PROVISIONS

I. IDENTIFICATION OF PROVIDER

The University Corporation, San Francisco State (dba Family Acceptance Project)
Incorporation Status: Non-profit Corporation
Address: 1600 Holloway Ave., San Francisco, CA 94132
Phone Number: (415) 405-3976
Email: fap@sfsu.edu

II. PROGRAM GOALS

The goal of this program is to build capacity for parents, caregivers, families and service providers responsible for caring for LGBTQ youth, to understand and affirmatively respond to the complex issues that LGBTQ youth experience and provide culturally responsive services and supports. The intended results are to increase family functioning and connectedness, reduce risk and achieve positive mental health outcomes of LGTBQ youth, and promote interagency collaboration for linkage and referrals that will establish an LGBTQ Network of Affirming Care in Monterey County.

III. PROGRAM NARRATIVE

On June 27, 2023, the COUNTY was approved for the Mental Health Services Act (MHSA) Innovation Plan titled "Rainbow Connections". The Rainbow Connections Innovation Plan has the goal of increasing access to services for unserved and underserved populations (i.e. LGBTQ youth and their families) and promoting interagency collaboration to result in improved outcomes. The Family Acceptance Project from San Francisco State University was included in the approved funding plan to provide training and technical assistance to various stakeholders in Monterey County as a critical component in the training offerings provided in the Rainbow Connections program. Family Acceptance Project was selected to be one of several participating vendors to support the Rainbow Connections Innovation Plan based on their expertise and experience in cultivating understanding and support for LGBTQ youth and their families.

IV. SCOPE OF SERVICES AND TIMELINE

CONTRACTOR shall support Program Goals by completing the following activities and deliverables:

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Table 1. Scope of Services and Timeline

Project Activity/Task/Deliverable	Anticipated Dates
Activity 1: Culturally Responsive Family / Community – Member Trainings Family Acceptance Project will provide a series of virtual trainings and offer subsequent technical assistance to support the family members, community members, and professionals who are responsible for the care of LGBTQ youth. COUNTY maintains responsibility for executing the promotions for trainings and registering participants. This training series to be provided by Family Acceptance Project includes: **a. FAP General Training for Providers, Caregivers, and Community Members**: This is a 6-hour general training of FAP information with specific content on family dynamics and culture, knowledge of sexual orientation and gender identity and reactions to their LGBTQ child and targeted psychoeducation to decrease family rejection and increase affirmation and support. **b. FAP-Trauma Focused Cognitive Behavioral Therapy (TF-CBT) Integrated Model Training for Mental Health Practitioners**: This 9-hour training for mental health professionals covers and expands upon the general FAP content with the inclusion of family and LGBTQ content within the TF-CBT model. **c. FAP School Training:** This 4-hour training is provided to school staff. The training promotes school safety, support and wellness for LGBTQ students, and importance of family acceptance. **d. LGBTQ Youth Training**: This 2-hour training is provided to youth in either community or school settings. It will share information on how family rejecting and accepting behaviors impact the youth's health risks, self-esteem, sense of the future and well-being. It also covers how parents and caregivers learn to support their LGBTQ children, with guidance on increasing family support and access to resources and connecting youth with county services. **e. FAP Training for Faith-Based Leaders**: This 2-hour training for clergy and faith-based leaders covers general FAP content with a focus on religious beliefs and values.	January 2024-June 2025
Task 1.1: Provide FAP trainings for each of the following stakeholder groups: • General Population / Community Members • Mental Health Providers • School Staff • LGBTQ Youth • Religious Leaders ***Deliverable: Facilitation of each virtual training or workshop***	January 2024 – June 2025

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Task 1.2: Consultation and technical assistance to help training recipients and others to provide family support services across practice areas. ***Deliverable: Provision of technical assistance service hours (Hourly billing; service report to accompany invoice)***	
<u>Activity 2: Partners for Peace / Family Support Partner Training, Coaching and Consultation</u> Family Acceptance Project shall work with Partners for Peace to develop and train the Rainbow Connections Family Support position in FAP family support strategies, resources, and intervention model with diverse families, foster families and caregivers to decrease their LGBTQ children's risk and to promote their well-being. Family Acceptance Project shall also work in a variety of capacities (training, coaching, consultation, media and outreach) to support Partners for Peace staff and program facilitators, enhance existing Partners for Peace program curriculums, and assist in the development of new family support group content.	January 2024-June 2025
Task 2.1: Provide 24hours of training with the Partners for Peace Family Support Partner in Family Acceptance Project family support strategies and resources. ***Deliverable: Completed basic training of the Family Support Partner***	January 2024 – June 2024
Task 2.2: Provide 4-hour group trainings for Partners for Peace program facilitators in Family Acceptance project curriculum and resources. ***Deliverable: Completed group training of Partners for Peace program facilitators***	January 2024 – June 2025
Task 2.3: Provide technical assistance to Partners for Peace Family Support Partner and Partners for Peace program facilitators and project team, as needed, to build capacity and address and respond to challenges in working with families, promote FAP messaging and materials, do recruitment and outreach to the community about family support, including media messaging, and fulfill other implementation objectives. ***Deliverable: Provision of technical assistance service hours (Hourly billing; service report to accompany invoice)***	January 2024 – June 2025
Task 2.4: Work in collaboration with Partners for Peace to integrate key FAP research and educational content into Partners for Peace courses (i.e. Parent Project Senior, Parent Project Junior, Familia Adelante, etc.), with the goal of modifying one course per year. ***Deliverable: Integrate FAP-oriented curriculum into ~~to~~ Partners for Peace course material (Hourly billing; service report to accompany invoice)***	January 2024 – June 2025

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Task 2.5: Work in collaboration with Partners for Peace to develop a new LGBTQ-affirming parent education and family support group. The new support group is to be piloted by the Partners for Peace Family Support Partner. Development of the support group content shall include, but not be limited to, the following components: • Group participation guidelines • Discussion prompts and resources • Facilitator instructions and tools ***Deliverable: Collaboration and material contributions for LGBTQ-affirming parent education and family support group content (Hourly billing; service report to accompany invoice)***	January 2024 – June 2025
Activity 3: Rainbow Connections Educational Materials and Outreach Support Family Acceptance Project shall produce, modify and/or supply Rainbow Connections partners with various FAP educational materials to aid in fulfilling the learning goals of the Rainbow Connections Innovation Plan.	January 2024-June 2025
Task 3.1: Supply COUNTY with FAP family education booklets. COUNTY shall cover purchase, print and shipping of materials. COUNTY shall be responsible for distribution of booklets to sites. ***Deliverable: Delivery of FAP family education booklets***	January 2024 – June 2024
Task 3.2: Produce Spanish-language voiceovers and subtitles for the FAP Latino family education video to be utilized in Rainbow Connection program activities. ***Deliverable: Completion of voiceover and subtitles for FAP Latino family education video***	January 2024 – June 2024
Activity 4: Meetings and Coordination Supports Family Acceptance Project will participate in regularly occurring and ad-hoc meetings with County staff and project partners to discuss progress and/or implementation strategy associated with all activities and tasks, and problem-solve any challenges or barriers. Includes agenda preparation and/or meeting follow-up documentation or coordination activities as needed. Associated meetings and coordination supports may include, but are not limited to: • Monthly or bi-monthly check-in meetings with County program staff • Ad-hoc meetings with County and/or Partners for Peace, and provision of written materials, to advertise and promote training events • Ad-hoc meetings with County staff and/or Partners for Peace to strategize Healthy Futures poster distribution • Monthly check-in meetings with Partners for Peace • Ad-hoc meetings with principal Innovation Plan Evaluator (Evalcorp)	January 2024-June 2025
Activity 5: Contingency Projects and Services Given the time-constrained funding source and innovative nature of the Rainbow Connections Innovation Plan, there may be urgent and unforeseen needs/opportunities to enlist Family Acceptance Project to supply additional projects	

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and services. As such, Family Acceptance Project may be requested to implement or engage in ad hoc work to support effective and efficient implementation of the Rainbow Connections Innovation Plan. Examples of "contingency projects and services" may include, but not be limited to: • Supplying additional translation services • Supplying additional materials subject to licensing and/or printing fees • Training new Family Support Partner if/when the position is vacated • Increasing the quantity of community-member trainings to accommodate higher than anticipated demand All tasks and associated reimbursement to be completed under Activity 5 shall be agreed upon in writing by COUNTY and CONTRACTOR prior to execution. ***Deliverable: TBD completed projects and/or billable service hours, as needed***	

V. PROGRAM ELIGIBLITY

The primary population of focus to be served and benefit through this project are LGBTQ Youth up to age 24 and their families. Additionally, the capacity building efforts and referral network to be created through this program will benefit adults, caregivers, professionals, and organizations serving youth and LGBTQ youth in Monterey County.

VI. MEETING COMMUNICATIONS

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

VIII. DESIGNATED CONTRACT MONITOR

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

IX. PAYMENT PROVISIONS

A. COUNTY shall pay an amount not to exceed **$549,125** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work.

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CONTRACTOR shall be reimbursed for the following negotiated rates which are subject to all cost report conditions set forth in Exhibit A and identified in the Fee Schedule tables below:

Table 2. FY2023-2024 Fee Schedule

FY 2023-2024 Fee Schedule				
Deliverable	**Payment Period**	**Rate**	**Est. Quantity**	**Annual Fee**
Deliverable 1.1(a): Facilitation of each General FAP Training	January 2024 – June 2024	$7,000	2	$14,000
Deliverable 1.1(b): Facilitation of each FAP Mental Health Provider Training	January 2024 – June 2024	$9,000	2	$18,000
Deliverable 1.1(c): Facilitation of each FAP School Training	January 2024 – June 2024	$4,000	2	$8,000
Deliverable 1.1(d): Facilitation of each FAP LGBTQ Youth Training	January 2024 – June 2024	$3,000	1	$3,000
Deliverable 1.1(e): Facilitation of each Faith Based Training	January 2024 – June 2024	$4,500	1	$4,500
Deliverable 1.2: Consultation & technical assistance (Hourly)	January 2024 – June 2024	$300	25	$7,500
Activity 1: Culturally Responsive Family / Community – Member Trainings Subtotal				**$55,000**
Deliverable 2.1: Completed training of the Family Support Partner (FSP)	January 2024 – June 2024	$6,000	1	$6,000
Deliverable 2.2: Completed group training of Partners for Peace (P4P) program facilitators	January 2024 – June 2024	$6,000	1	$6,000
Deliverable 2.3: Technical Assistance for FSP and P4P facilitators and project staff (Hourly)	January 2024 – June 2024	$300	120	$36,000
Deliverable 2.4: Integrate FAP-oriented curriculum into Partners for Peace course material (Hourly)	January 2024 – June 2024	$250	28	$7,000
Deliverable 2.5: Collaboration and material contributions for LGBTQ-affirming parent education and family support group (Hourly)	January 2024 – June 2024	$250	84	$21,000

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Activity 2: Partners for Peace / Family Support Partner Training, Coaching and Consultation Subtotal				**$76,000**
Deliverable 3.1: Delivery of FAP family education booklets	January 2024 – June 2024	$4.25/shipped booklet (estimate)	2000	$8,500
Deliverable 3.2: Completion of voiceover and subtitles for FAP Latino family education video	January 2024 – June 2024	$55,000	1	$55,000
Activity 3: Rainbow Connections Educational Materials and Outreach Support Subtotal				**$63,500**
Deliverable 4.1: Regular and ad-hoc meetings, documentation and project coordination supports associated with project development, implementation and evaluation (Hourly)	January 2024 – June 2024	$250	90	$22,500
Deliverable 4.2: Regular internal FAP team coordination meetings (Hourly)	January 2024 – June 2024	$500	50	$25,000
Activity 4: Meetings and Coordination Supports Subtotal				**$47,500**
Deliverable 5: TBD completed projects and/or billable service hours	January 2024 – June 2024	TBD	TBD	$25,000
Activity 5: Contingency Projects and Services Subtotal				**$25,000**
FY 2023-24 SUBTOTAL				**$267,000**
15% INDIRECT COST				**$40,050**
FY 2023-2024 TOTAL MAXIMUM COUNTY OBLIGATION				**$307,050**

Table 3. FY 2024-2025 Fee Schedule

FY2024-2025 Fee Schedule				
Deliverable	**Payment Period**	**Rate**	**Est. Quantity**	**Annual Fee**
Deliverable 1.1(a): Facilitation of each General FAP Training	July 2024 – June 2025	$7,000	2	$14,000
Deliverable 1.1(b): Facilitation of each FAP Mental Health Provider Training	July 2024 – June 2025	$9,000	2	$18,000

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Deliverable 1.1(c): Facilitation of each FAP School Training	July 2024 – June 2025	$4,000	2	$8,000
Deliverable 1.1(d): Facilitation of each FAP LGBTQ Youth Training	July 2024 – June 2025	$3,000	1	$3,000
Deliverable 1.1(e): Facilitation of each FAP LGBTQ Training	July 2024 – June 2025	$4,500	1	$4,500
Deliverable 1.2: Consultation & technical assistance (Hourly)	July 2024 – June 2025	$300	150	$45,000
Activity 1: Culturally Responsive Family / Community – Member Trainings Subtotal				**$92,500**
Deliverable 2.1: Completed training of the Family Support Partner (FSP)	-	-	-	-
Deliverable 2.2: Completed group training of Partners for Peace (P4P) program facilitators	July 2024 – June 2025	$6,000	2	$12,000
Deliverable 2.3: Technical Assistance for FSP and P4P facilitators and project team (Hourly)	July 2024 – June 2025	$300	100	$30,000
Deliverable 2.4: Integrate FAP-oriented curriculum into to Partners for Peace course material (Hourly)	July 2024 – June 2025	$250	28	$7,000
Deliverable 2.5: Collaboration and material contributions for LGBTQ-affirming parent education and family support group	-	-	-	-
Activity 2: Partners for Peace / Family Support Partner Training, Coaching and Consultation Subtotal				**$49,000**
Deliverable 3.1: Delivery of FAP family education booklets	-	-	-	-
Deliverable 3.2: Completion of voiceover and subtitles for FAP Latino family education video	-	-	-	-
Activity 3: Rainbow Connections Educational Materials and Outreach Support Subtotal				**$0**
Deliverable 4.1: Regular and ad-hoc meetings, documentation and project coordination supports associated with	July 2024 – June 2025	$250	56	$14,000

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project development, implementation and evaluation (Hourly)				
Deliverable 4.2: Regular internal FAP team coordination meetings (Hourly)	July 2024 – June 2025	$300	100	$30,000
Activity 4: Meetings and Coordination Supports Subtotal				**$44,000**
Deliverable 5: TBD completed projects and/or billable service hours, as needed	July 2024 – June 2025	TBD	TBD	$25,000
Activity 5: Contingency Projects and Services Subtotal				**$25,000**
FY 2024-2025 SUBTOTAL				**$210,500**
15% INDIRECT COST				**$31,575**
FY 2024-2025 TOTAL MAXIMUM COUNTY OBLIGATION				**$242,075**

B. There shall be no travel reimbursement allowed during this Agreement.

C. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the County of Monterey Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.

D. CONTRACTOR shall submit via email an Invoice using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

cc: MHSA@monterey.ca.us

X. CONTRACTOR'S BILLING PROCEDURES

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

B. COUNTY shall review and certify CONTRACTOR's Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

C. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the

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reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **$549,125** for services rendered under this Agreement for the period of **January 1, 2024 to June, 2025**.

B. Maximum Liability Amount:

TERM	AMOUNT
January 1, 2024 – June 30, 2024	$307,050
July 1, 2024 – June 30, 2025	$242,075
MAXIMUM COUNTY OBLIGATION	$549,125

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EXHIBIT B: 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.

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- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- 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:

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1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and 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.

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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.

The University Corp., San Francisco State

Contractor (Organization Name)

DocuSigned by:
Jason Porth
34027948CDB040F...

Jason Porth

Signature of Authorized Representative

Name of Authorized Representative

12/14/2023 | 10:35 AM PST

Executive Director

Date

Title of Authorized Representative

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EXHIBIT C: 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 **The University Corporation, San Francisco State** ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for CoveredEntity that involve the Use and Disclosure of Protected Health Information ("PHI") that iscreated, 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"), andtheir 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 ofElectronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A andC (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 termsand 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:

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AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 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 ofthe 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 accesslaw (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 careto an individual or the past, present or future payment for the provision of health care to anindividual; (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 servicesagreement "(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

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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 administrationof 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 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 personis aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and stateauthorities, 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) anyUse 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. Suchnotice shall be provided within five (5) business days of Business Associate's discovery ofsuch 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 writtenreport 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

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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 Associateshall 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 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 benotified (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 (whichmay 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 thosethat apply to Business Associate pursuant to this BAA. Upon request, Business Associateshall 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 BusinessAssociate provided to the Secretary. In addition, Business Associate shall promptly makeavailable to Covered Entity such practices, records, books, agreements, policies andprocedures relating to the Use and Disclosure of PHI for purposes of determining whetherBusiness Associate has complied with this BAA or maintains adequate security safeguards,upon reasonable request by Covered Entity. The fact that Covered Entity

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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 suchDisclosure 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 Disclosuresof the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. Ata 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 descriptionof 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 shallimplement 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 thisBAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and requestfrom 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) daysof 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 ofits 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

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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 possibleand in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 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 lawto 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 Disclosuresof 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 reviewthe 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 PrivacyPractices 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

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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. Certainprovisions 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) daysof Business Associate's receipt of written notice of such breach, if the breach is not curedto the satisfaction of Covered Entity.

4.3 **Automatic Termination**. This BAA shall automatically terminate withoutany further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate havingthis 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 returnedor securely destroyed, and no copies retained, upon Covered Entity's request. To the extentit is not feasible for Business Associate to return or destroy any portion of the PHI, BusinessAssociate 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 thatPHI 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) limitfurther 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 Sections2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHIretained 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 extentthat 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 revisedobligations. Further, no provision of this

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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, orliabilities 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:

The University Corporation, San Francisco State
Attn: Jason Porth
1600 Holloway Avenue San Francisco, CA 94132
Phone: (831)728-6476
Email: president@sfsu.edu

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 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 sentby 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.

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5.7 Choice of Law; Interpretation. This BAA shall be governed by the lawsof the State of California. Any ambiguities in this BAA shall be resolved in a manner thatallows 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 fromany claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurredby 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 CaliforniaConfidentiality 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 ofpersonnel 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 independentof, 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 orinformal, 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 automaticallybe 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 anda 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 BusinessAssociate 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, costsexpenses, fines, and compliance costs arising from a breach of the obligations of BusinessAssociate, 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 CoveredEntity 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

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of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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: Jason Porth 34027948CDB040F...	By:
Print Name: Jason Porth	Print Name: **Elsa M. Jimenez**
Print Title: Executive Director	Print Title: **Director of Health Services**
Date: 12/14/2023 | 10:35 AM PST	Date:

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EXHIBIT D: COST REIMBURSEMENT FORM

COST REIMBURSEMENT INVOICE FORM — **Monterey County Behavioral Health**

Contractor :	The University Corporation, San Francisco State	**Invoice Number :**	
Address Line 1	1600 Holloway Ave., San Francisco, CA 94132	**County PO No.:**	
Address Line 2		**Invoice Period :**	
Tel. No.:	(415) 405-3976		
Fax No.:			
Contract Term:	January 1, 2024 - June 30, 2025	**Final Invoice** (Check if Yes)	
BH Division :	MHSA - INN	BH Control Number	

Rates of Payment	Term: FY 2023/24	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
Deliverable 1.1(a): Facilitation of each General FAP Training	FY2023/24	$ 14,000.00				
Deliverable 1.1(b): Facilitation of each FAP Mental Health Provider Training	FY2023/24	$ 18,000.00				
Deliverable 1.1(c): Facilitation of each FAP School Training	FY2023/24	$ 8,000.00				
Deliverable 1.1(d): Facilitation of each FAP LGBTQ Youth Training	FY2023/24	$ 3,000.00				
Deliverable 1.1(e): Facilitation of each Faith Based Training	FY2023/24	$ 4,500.00				
Deliverable 1.2: Consultation & technical assistance (Hourly)	FY2023/24	$ 7,500.00				
Deliverable 2.1: Completed training of the Family Support Partner (FSP)	FY2023/24	$ 6,000.00				
Deliverable 2.2: Completed group training of Partners for Peace (P4P) program facilitators	FY2023/24	$ 6,000.00				
Deliverable 2.3: Technical Assistance for FSP and P4P facilitators and project staff (Hourly)	FY2023/24	$ 36,000.00				
Deliverable 2.4: Integrate FAP-oriented curriculum into Partners for Peace course material (Hourly)	FY2023/24	$ 7,000.00				
Deliverable 2.5: Collaboration and material contributions for LGBTQ-affirming parent education and family support group (Hourly)	FY2023/24	$ 21,000.00				
Deliverable 3.1: Delivery of FAP family education booklets	FY2023/24	$ 8,500.00				
Deliverable 3.2: Completion of voiceover and subtitles for FAP Latino family education video	FY2023/24	$ 55,000.00				
Deliverable 4.1: Regular and ad-hoc meetings, documentation and project coordination supports associated with project development, implementation and evaluation (Hourly)	FY2023/24	$ 22,500.00				
Deliverable 4.2: Regular internal FAP team coordination meetings (Hourly)	FY2023/24	$ 25,000.00				
Deliverable 5: TBD completed projects and/or billable service hours	FY2023/24	$ 25,000.00				
Sub-Total		$ 267,000.00				
15% Indirect Fee		$ 40,050.00				
TOTALS		$ 307,050.00				

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:

MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date : _____

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COST REIMBURSEMENT INVOICE FORM — **Monterey County Behavioral Health**

Contractor :	The University Corporation, San Francisco State	**Invoice Number :**	
Address Line 1	1600 Holloway Ave., San Francisco, CA 94132	**County PO No.:**	
Address Line 2		**Invoice Period :**	
Tel. No.:	(415) 405-3976		
Fax No.:			
Contract Term:	January 1, 2024 - June 30, 2025	**Final Invoice** (Check if Yes)	
BH Division :	MHSA - INN	BH Control Number	

Rates of Payment	Term: FY 2024/25	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
Deliverable 1.1(a): Facilitation of each General FAP Training	FY2024/25	$ 14,000.00				
Deliverable 1.1(b): Facilitation of each FAP Mental Health Provider Training	FY2024/25	$ 18,000.00				
Deliverable 1.1(c): Facilitation of each FAP School Training	FY2024/25	$ 8,000.00				
Deliverable 1.1(d): Facilitation of each FAP LGBTQ Youth Training	FY2024/25	$ 3,000.00				
Deliverable 1.1(e): Facilitation of each Faith Based Training	FY2024/25	$ 4,500.00				
Deliverable 1.2: Consultation & technical assistance (Hourly)	FY2024/25	$ 45,000.00				
Deliverable 2.1: Completed training of the Family Support Partner (FSP)	FY2024/25	$ -				
Deliverable 2.2: Completed group training of Partners for Peace (P4P) program facilitators	FY2024/25	$ 12,000.00				
Deliverable 2.3: Technical Assistance for FSP and P4P facilitators and project staff (Hourly)	FY2024/25	$ 30,000.00				
Deliverable 2.4: Integrate FAP-oriented curriculum into Partners for Peace course material (Hourly)	FY2024/25	$ 7,000.00				
Deliverable 2.5: Collaboration and material contributions for LGBTQ-affirming parent education and family support group	FY2024/25	$ -				
Deliverable 3.1: Delivery of FAP family education booklets	FY2024/25	$ -				
Deliverable 3.2: Completion of voiceover and subtitles for FAP Latino family education video	FY2024/25	$ -				
Deliverable 4.1: Regular and ad-hoc meetings, documentation and project coordination supports associated with project	FY2024/25	$ 14,000.00				
Deliverable 4.2: Regular internal FAP team coordination meetings (Hourly)	FY2024/25	$ 30,000.00				
Deliverable 5: TBD completed projects and/or billable service hours	FY2024/25	$ 25,000.00				
Sub-Total		$ 210,500.00				
15% Indirect Fee		$ 31,575.00				
TOTALS		$ 242,075.00				

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:

MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date : _____

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County of Monterey

Board Report

Legistar File Number: A 23-581

Item No.39

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

January 09, 2024

Introduced: 12/19/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute a new Standard Agreement between the County of Monterey and The University Corporation, San Francisco State, DBA Family Acceptance Project for the provision of culturally attuned trainings, consultation, and material supports to fulfill the approved "Rainbow Connections" Mental Health Services Act (MHSA) Innovations project, for a maximum County obligation of $549,125 for the retroactive term of January 1, 2024 through June 30, 2025.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the Director of Health Services or designee to execute a new Standard Agreement between the County of Monterey and The University Corporation, San Francisco State, DBA Family Acceptance Project for the provision of culturally attuned trainings, consultation, and material supports to fulfill the approved "Rainbow Connections" Mental Health Services Act (MHSA) Innovations project, for a maximum County obligation of $549,125 for the retroactive term of January 1, 2024 through June 30, 2025.

SUMMARY/DISCUSSION

On May 25, 2023, the County of Monterey Behavioral Health Bureau received approval from the Mental Health Services Oversight and Accountability Commission (MHSOAC) for the "Rainbow Connections" MHSA Innovation Plan. This Innovation Plan aims to improve the mental health outcomes and functioning of LGBTQ youth and their families by promoting interagency communication and collaboration across youth-serving systems, and through building capacity among youth-serving adults to identify and respond affirmatively to the needs of LGTBQ youth up to age 24. Multiple vendors will assist the County in the implementation and evaluation of the Rainbow Connections Innovation Plan. The University Corporation, San Francisco State, DBA Family Acceptance Project will maintain an important role in this project by providing their pioneering and patented LGBTQ-related trainings, subject matter expertise and educational materials to other partnering agencies and community stakeholders.

This work supports the Monterey County Health Department 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 provision of health care when otherwise unavailable.

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This agreement is late in being presented to your Board due to a delay by vendor negotiations on scope and payment provisions, in conjunction with the operational need for this vendor to initiate work in alignment with a partner agency and the school calendar.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
This Agreement is 100% funded by MHSA Innovation Funds. The funds for this Agreement for FY2023-24 ($307,050) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 2023-24 Adopted Budget. The funds for this Agreement for FY 2024-25 ($242,075) will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2024-25 Requested 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: Wesley Schweikhard, Management Analyst II, 755-4856

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:54 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526
On behalf of Elsa Mendoza Jimenez

Attachment:

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Board Report
Agreement

DocuSign Envelope ID: 3E4FB541-CBCA-4B89-A55C-95AD82637A8B

AMENDMENT NO. 4
TO MENTAL HEALTH SERVICES AGREEMENT A-15506
BY AND BETWEEN
COUNTY OF MONTEREY AND
PARTNERS FOR PEACE

This Amendment No. 4 to Agreement A-15506 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Partners for Peace, hereinafter referred to as CONTRACTOR.

WHEREAS, on September 3, 2021, the COUNTY and CONTRACTOR entered into Agreement A-15506, Amendment No. 1 dated May 17, 2022, Amendment No. 2 dated September 16, 2022, Amendment No. 3 dated May 18, 2023; and

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

1. Add $312,724 to Program 2: Interconnected Systems Framework in FYs 2023/24-204/25 to support "Familia Adalente" services.
2. Add $7,216.91 to Program 2: Interconnected Systems Framework in FYs 2023/24-204/25 to support MHSSA Conference Participation.
3. Add $395,932.80 in FYs 2023/24-2024/25 to support the new Program 3: Rainbow Connections Family Support Partner.

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

1. EXHIBIT A-4 PROGRAM DESCRIPTION replaces EXHIBIT A-3. All references in the Agreement to EXHIBIT A-3 shall be construed to refer to EXHIBIT A-4.

2. EXHIBIT B-4 PAYMENT PROVISIONS replaces EXHIBIT B-3. All references in the Agreement to EXHIBIT B-3 shall be construed to refer to EXHIBIT B-4.

3. EXHIBIT G-4 BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBIT G-2. All references in the Agreement to EXHIBIT G-2 shall be construed to refer to EXHIBIT G-4.

4. EXHIBIT H-4 REVENUE & EXPENDITURE SUMMARY replaces EXHIBIT H-2. All references in the Agreement to EXHIBIT H-2 shall be construed to refer to EXHIBIT H-4.

5. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the Agreement.

6. This AMENDMENT NO. 4 shall be effective retroactive to January 1, 2024.

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7. This Amendment increases the contract amount by $715,873 for a revised total agreement amount not to exceed $1,603,871.71.

8. A copy of AMENDMENT NO. 4 shall be attached to the original AGREEMENT executed by the County on September 3, 2021.

(the remainder of this page is intentionally left blank)

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 4 to Agreement A-15506 as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B74193...
Contracts/Purchasing Officer

Date: 12/18/2023 | 1:08 PM PST

By:
Department Head (if applicable)

Date:

By:
Board of Supervisors (if applicable)

Date:

Approved as to Form [1]

By: DocuSigned by: Shane Eben Strong 6624564F383643C...
County Counsel

Date: 12/18/2023 | 11:52 AM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 12/18/2023 | 12:32 PM PST

Approved as to Liability Provisions[3]

By:
Risk Management

Date:

CONTRACTOR

PARTNERS FOR PEACE
Contractor's Business Name*

By: DocuSigned by: Vicki Law D26C6FA5B6C840D...
(Signature of Chair, President, or Vice-president) *

Vicki Law, Executive Director
Name and Title

Date: 12/15/2023 | 1:27 PM PST

By: DocuSigned by: Susan Courtney FA6FC806857E478...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Susan Courtney Treasurer
Name and Title

Date: 12/14/2023 | 3:00 PM PST

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

[1]Approval by County Counsel is required; 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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PROGRAM 1: CULTURALLY RELEVANT PARENTING CLASSES

Effective September 1, 2021 – June 30, 2024

I. IDENTIFICATION OF PROVIDER

Partners For Peace – Culturally Relevant Parenting Classes

Mailing Address: Partners For Peace, PO Box 2473, Salinas, CA 93902
Physical Office Address: 855 East Laurel Drive, Bldg. H, Salinas, CA 93905
Services will be provided at schools, faith-based buildings, and community rooms throughout Monterey County.

Office Telephone: (831) 754-3888
Vicki Law, Executive Director (831) 726-6459

II. INCORPORATION STATUS

501(c) 3

III. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION

A. Program Description

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

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

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B. Prevention Services to be Provided

1. Strengthening Families Program for Parents and Caregivers and youth ages 10-16 ("SFP") consists of one (1) Orientation followed by a seven (7) 2-hour class series.

2. Loving Solutions a prevention model for parents of youth 5 to 10 years of age and is a curriculum that focusses on healthy eating and sleeping, positive discipline, school success and communication and bonding. This program contains resources for parents with children diagnosed with ADD/ADHD.

3. Parent Project® for parents and caregivers with youth ages 11-17, addresses challenging and destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. The Parent Project consists of one (1) Orientation followed by ten (10) 2-hour classes and the formation of family support groups that continue after the parents have graduated from the class.

Number of Individuals to Be Served in Culturally Relevant Family Education Programs:
Fiscal Year 2021-2022: Parents/Caregivers and Youth (5-17 years of age) total of 640
Fiscal Year 2022-2023: Parents/Caregivers and Youth (5-17 years of age) total of 760
Fiscal Year 2023-2024: Parents/Caregivers and Youth (5-17 years of age) total of 760

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

Number of Families Served:
Fiscal Year 2022-2023: 250
Fiscal Year 2023-2024: 300

C. Program Goals & Activities

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

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

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

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

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

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

Activities: Staff receive on-going training, feedback, and evaluation. The P4P Board of Directors annually evaluates the Strategic Plan and the work of the Executive Director.
Activities**:** Part-Time Systems Navigator: Recruitment and retention of parents/caregivers enrolled in family education classes.

D**.** Program Objectives

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

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

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

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

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

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

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

E. Expected Outcomes:

Goal #1 Outcomes: Families will report increased communication, bonding, increased school success and a decrease in difficult or challenging behaviors.
Goal #2 Outcomes: Facilitators have the training they need to meet the needs of families during the pandemic and beyond. Wrap-around services for basic needs and family needs are continually shared with the families served.
Goal 3: Outcomes: P4P continues to provide staff and Facilitators that are well-qualified to deliver programs with fidelity.

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

1. Site(s): P4P will identify sites quarterly throughout Monterey County to deliver the family education programs. Salinas and South County will have priority when determining class in-person locations. The UCLA Center for Health Policy Research identified East Salinas and South County as having 61% who feel safe in their neighborhoods compared with 82% for the entire county and 88% for the state). Online classes will be available to parents/caregivers throughout Monterey County.

2. Hours of Operation: Office Hours: 9:00 AM – 5:00 PM, Monday – Friday. Course delivery hours are seven (7) to ten (10) consecutive weeks, with two (2) to three (3) online or in-person class orientations prior to delivery of the curriculum to manage the registration process, identify course expectations, parent/caregiver needs (transportation, technology, literacy level) and class delivery information (including Zoom orientation if needed for online classes).

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The courses are generally from 6:00/6:30 PM – 8:00/8:30 PM. A few Loving Solutions class series are delivered at the school in the morning hours.

IV. PROGRAM ELIGIBILITY

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

V. MEETINGS/COMMUNICATIONS

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

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a monthly basis no later than thirty (30) days following the end of each month to MCBH's designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

VII. DESIGNATED CONTRACT MONITOR

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

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PROGRAM 2: INTERCONNECTED SYSTEMS FRAMEWORK (ISF)
Effective February 1, 2022 – June 30, 2025
****Effective January 1, 2024 – June 30, 2025***

I. IDENTIFICATION OF PROVIDER

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

II. PROGRAM GOAL

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

III. PROGRAM NARRATIVE

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

IV. SERVICE DESCRIPTION

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

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a. Parent Project Senior, Changing Destructive Adolescent Behavior Workshops*

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

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

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

c. Familia Adalante**

A 12-week evidence-based, family development model for Hispanic-identifying children ages 10 to 14 who have exhibited early signs of behavioral or emotional challenges. Specifically, youth who are experiencing behavioral problems in their school setting, such as disruptive behavior or poor impulse control; emotional concerns, including withdrawal, shyness, and anxiety; or some degree of academic difficulty not due to a learning disability or lack of English language proficiency. The 12-week program provides psychoeducation in a group format with the goal of assisting families in identifying stressors and risk factors, strengthening family and community ties, and reducing overall levels of stress and risky behavior in youth. Youth and caregivers participate in concurrent classes once a week for 12 weeks with children meeting separately from their caregivers to provide age appropriate and safe spaces for both groups. The program focuses on educating high-risk Latino youth and their caregivers in family and peer communication, substance abuse and HIV prevention, perceptions of harm around engaging in risky behaviors, and positive school bonding.

2. CONTRACTOR shall facilitate parenting courses in both Spanish and English.

3. CONTRACTOR shall provide Parent Project, Loving Solutions and Familia Adalante facilitator training. CONTRACTOR shall identify staff to become a facilitator to increase capacity to provide more parenting classes.

4. CONTRACTOR shall secure space for parenting classes and provide instructional materials. Workshops and facilitator trainings will be delivered at the school site or community-based organization, either in-person or virtually at varying times, depending on each school district's need.

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5. The number of parenting workshops, intervention program cycles and facilitator trainings funded through this contract will be based on each participating school district's needs. CONTRACTOR will report the number of parenting workshops, intervention program cycles and facilitator trainings administered at each MHSSA school district/site.

6. CONTRACTOR shall administer pre and post surveys for workshop, intervention programs and facilitator trainings.

7. CONRACTOR shall attend ISF team meetings to coordinate needed parent courses identified by the ISF team for each participating school district.

8. CONTRACTOR shall regularly attend MHSSA Grant Sub-committee meetings to engage in planning and provide input and feedback on all activities for all grant-related activities.

9. CONTRACTOR shall conduct follow up services for parent workshop participants in need of additional behavioral health services and support with referral to the County Behavioral Health Access program or community-based organization.

10. CONTRACTOR shall support the ISF Implementation Plan and comply with all provisions of the Mental Health Student Services Act Grant Program.

V. PROGRAM ELIGIBLITY

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

VI. MEETING COMMUNICATIONS

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

VI. REPORTING REQUIREMENTS

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

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Additionally, monthly reports shall include the following data:

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

VII. DESIGNATED CONTRACT MONITOR

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

PROGRAM 3: Rainbow Connections Family Support Partner

***Effective January 1, 2024 – June 30, 2025*

I. IDENTIFICATION OF PROVIDER

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

II. PROGRAM GOALS

The goal of this program is to build capacity for parents, caregivers and families with LGBTQ youth to understand and affirmatively respond to the complex issues that LGBTQ youth experience, and to provide culturally responsive services and supports for families of LGBTQ youth. The intended results are to increase family functioning and connectedness, reduce risk and achieve positive mental health outcomes of LGTBQ youth, and promote interagency collaboration for linkage and referrals that will establish an LGBTQ Network of Affirming Care in Monterey County.

III. PROGRAM NARRATIVE

On June 27, 2023, the COUNTY was approved for the Mental Health Services Act (MHSA) Innovation Plan titled "Rainbow Connections". The Rainbow Connections

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Innovation Plan has the goal of increasing access to serves for unserved and underserved populations (i.e. LGBTQ youth and their families) and promoting interagency collaboration to result in improved outcomes. Partners for Peace was selected to be one of several participating vendors to support the Rainbow Connections Innovation Plan based on their connection to the parent/caregiver communities across Monterey County, their experience, and concurrent agreement with County of Monterey Behavioral Health Bureau, to implement parenting classes and school-based supports through the School Climate Transformation Grant and Mental Health Student Services Act (MHSSA) as part of Integrated Systems Framework (ISF) implementation.

As a participating vendor in the Rainbow Connections Innovation Plan, Partners for Peace will provide a Family Support Partner (FSP) to serve parents, caregivers and family members of LGBTQ youth in Monterey County. The FSP is to be a peer specialist with shared lived experience who provides culturally responsive education, guidance and support in Family Acceptance Project (FAP) for parents, families and caregivers who are raising a LGBTQ / gender diverse child. The FSP will be bilingual in Spanish and have knowledge and experience in providing support for families with LGBTQ / gender diverse children who experience emotional, behavioral, mental health, developmental or other health challenges. Their role is to increase family acceptance through offering culturally responsive individual and group support, help them to engage, advocate for, and actively participate in obtaining services and care and make informed decisions to reduce their LGBTQ child's risk of mental health problems and to increase well-being and family connectedness. Additionally, the role of the FSP will be to engage the communities of Monterey County in increasing awareness of the importance of family acceptance for LGBTQ youth through outreach efforts and distribution of FAP informational materials.

IV. SERVICE DESCRIPTION

1. CONTRACTOR shall provide 1.0 FTE FSP staff position. The role and responsibilities of the FSP include, but are not limited to:

    a. Using personal and professional life experience to provide consultation and coaching to increase awareness and improve parent/caregiver-professional partnerships and maximize parent/caregiver voice, choice, and involvement to decrease risk of mental health problems, increase well-being and connect LGBTQ youth and families to appropriate services, using principles of FAP family support practice and competencies.

    b. Participate in Family Acceptance Project (FAP) training and coaching to learn about FAP's family support model to be implemented in Monterey county through the Rainbow Connections project.

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c. Provide FAP family support strategies to parents, caregivers and family members to decrease rejecting behaviors and increase family support, particularly in the context of the family's cultural and religious backgrounds.

d. Utilize the evidence-based resources that FAP has developed to help families learn to support and affirm their LGBTQ child.

e. Provide individual peer support to diverse parents, caregivers and other family members as needed.

f. Assist parents and caregivers to access appropriate services and care for their LGBTQ child, both locally and online.

g. Assist parents and caregivers to address and/or navigate institutional barriers to meet the mental health and medical needs of LGBTQ youth, address problems such as bullying, and advocate for their LGBTQ child's needs.

h. Work collaboratively with the FAP to develop content for family support groups for parents and caregivers with LGBTQ children and youth, in English and Spanish.

i. Facilitate support groups for parents and caregivers with LGBTQ children and youth, in English and Spanish.

j. Distribute FAP Healthy Futures posters in English and Spanish in school and community settings.

k. Participate in community outreach events and on radio to share information on FAP and the Rainbow Connections program and increase program access and visibility.

l. Provide presentations on supports available through Rainbow Connections to community stakeholders to increase awareness and engagement in supporting LGBTQ+ youth and their families.

m. Participate on the Rainbow Connections Service Strategy Committee to inform decision making and to ensure that all collaborative partners involved in the project are implementing training, services and supports as outlined in the project and in accordance with the agreed budget.

n. Include information on FAP and Rainbow Connections program on Partners for Peace website.

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2. CONTRACTOR shall assist COUNTY in meeting the following service goals:

    a. Provide FAP materials and include FAP Healthy Futures posters in parenting classes provided through Partners for Peace to 250 parent/caregivers in FY2023/24 and 300 parents/caregivers in FY2024/25.

    b. Provide FAP centered group consultation and support to 10 parent/caregivers in FY2023/24 and 20 parents/caregivers in FY2024/25.

    c. Provide FAP centered individualized services and supports to 10 parent/caregivers in FY2023/24 and 25 parents/caregivers in FY2024/25.

3. CONTRACTOR shall participate as part of the Executive Sponsors planning group. Participants in this group are persons holding executive decision-making authority among participating organizations. This group will convene on an ad hoc basis, while also being continuously informed and engaged on the progress and evaluation made with Rainbow Connections activities. This group will also be kept informed of actions and direction offered by the Rainbow Connections Service Strategy Committee and Rainbow Connections Advisory Group. The function of the Executive sponsors is then to fulfill administrative duties to support or sustain the LGBTQ Network of Affirming care over the term of this Innovation Plan, and ideally beyond.

4. CONTRACTOR shall participate on the Rainbow Connections Service Strategy Committee, which serves as the main oversight body for Rainbow Connections for the purposes of guiding the mission and objectives of this project. Members of the committee include key project staff. This committee will meet monthly to ensure that all collaborative partners involved in the project are implementing training, services and supports as outlined in the project and in accordance with the agreed budget.

V. PROGRAM ELIGIBLITY

The primary population of focus to be served and benefit through this project are LGBTQ Youth up to age 24 and their families. Participation in FSP-provided trainings and consultation will be by referral from the district parent/community liaison, administrator, school personnel, and PBIS Tier 1/2/3 teams.

VI. MEETING COMMUNICATIONS

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

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VII. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions for submission procedure or format of reporting as required by the State Mental Health Services Oversight and Accountability Commission (MHSOAC) and COUNTY. Reports shall be in compliance with MHSA regulations and formats defined by COUNTY. Reports shall be submitted on a quarterly basis, no later than thirty (30) days following the end of each month, to MCBH's designated Contract Monitor.

Additionally, quarterly reports shall include, but not be limited to, the following data:

- Activities and engagements associated with FAP
- Description of trainings, group consultations and individual consultations provide by FSP.
- Number and demographics of individuals receiving training from FSP
- Number and demographics of individuals receiving group consultation from FSP
- Number and demographics of individuals receiving individual consultation from FSP
- Activities and engagements associated with other Rainbow Connections vendors
- Number and type of Rainbow Connections service referrals provided to participants
- Number of FAP Healthy Futures posters distributed in school and community settings, including participants in parenting classes provided by Partners for Peace (Strengthening Families, Loving Solutions, Parent Project and Familia Adelante)

VIII. DESIGNATED CONTRACT MONITOR

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

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EXHIBIT B-4 PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE & PAYMENT SCHEDULE

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

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **$1,603,871.71** for FY 2021-22 through FY 2024-25.

Program Summary

Program	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	Total Amount
Program 1: Culturally Relevant Parenting Classes	$120,000	$212,000	$212,000	$212,000	$756,000
Program 2: Interconnected Systems Framework	$13,750	$39,416	$197,511	$201,262	$451,939
Program 3: Rainbow Connections Family Support Partner	-	-	$200,100	$195,832	$395,932
Total	**$133,750**	**$251,416**	**$609,611**	**$609,094**	**$1,603,871**

Program 1: Culturally Relevant Parenting Classes

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

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Program 2: Interconnected Systems Framework (ISF)

Fiscal Year (FY)	Monthly Invoice Amount	Total Annual Amount
FY 2021-22	-	$13,750
FY 2022-23	$3,284.66	$39,416
FY 2023-24 (7/1/2023-12/31/2023)	$3,284.66	$197,511
FY 2023-24 (1/1/2024-6/30/2024)	$29,633.84	
FY 2024-25	$16,771.83	$201,262
Total Maximum Annual Amount for FY 2022-24		**$451,939**

A. MHSSA Conference Travel:
County shall reimburse CONTRACTOR for eligible travel expenses related to professional development and conference registration at the rate set forth in the County Travel and Business Expense Reimbursement Policy. CONTRACTOR shall submit travel claims with required documentation for reimbursement according to the County Travel and Business Expense Reimbursement Policy. The total reimbursement for travel shall not exceed **$7,217**.

Program 3: Rainbow Connections Family Support Partner

Fiscal Year (FY)	Monthly Invoice Amount	Total Annual Amount
FY 2021-22	-	-
FY 2022-23	-	-
FY 2023-24 (1/1/2024-6/30/2024)	$33,350	$200,100
FY 2024-25	$16,319.33	$195,832
Total Maximum Annual Amount for FY 2022-25		**$395,932**

III. PAYMENT CONDITIONS

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its

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claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

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

B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

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

IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$1,603,871** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2021 - 2022	$133,750
FY 2022 - 2023	$251,416
FY 2023 - 2024	$609,611
FY 2024 – 2025	$609,094
TOTAL MAXIMUM LIABILITY	**$1,603,871**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

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

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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. 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 G-3 BEHAVIORAL HEALTH INVOICE FORM

EXHIBIT G-4: Behavioral Health Invoice Form

Contractor :	Partners for Peace	**Invoice Number :**	
Address Line 1	P.O. Box 2473	**County PO No.:**	
Address Line 2	Salinas, CA 93902	**Invoice Period :**	
Tel. No.:	831.726.6479		
Fax No.:			
Contract Term:	July 1, 2022 - June 30, 2024	**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services		BH Control Number

Payment Provisions	Total Maximum Amount FY 2023-24	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program #1- Culturally Relevant Parenting Classes Monthly rate not to exceed amount listed in Exhibit B	$ 212,000				
Program #2-Inter-Connected Systems Framework Monthly rate not to exceed amount listed in Exhibit B	$ 197,511				
Program #3- Rainbow Connections Family Support Partner Monthly rate not to exceed amount listed in Exhibit B	$ 200,100				
TOTALS	$ 609,611				

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to: MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date

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EXHIBIT G-4: Behavioral Health Invoice Form

		Invoice Number :	
Contractor :	Partners for Peace		
Address Line 1	P.O. Box 2473	**County PO No.:**	
Address Line 2	Salinas, CA 93902		
		Invoice Period :	
Tel. No.:	831.726.6479		
Fax No.:			
Contract Term:	July 1, 2022 - June 30, 2025	**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2024-25	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program #1- Culturally Relevant Parenting Classes Monthly rate not to exceed amount listed in Exhibit B	$ 212,000				
Program #2-Inter-Connected Systems Framework Monthly rate not to exceed amount listed in Exhibit B	$ 201,262				
Program #3- Rainbow Connections Family Support Partner Monthly rate not to exceed amount listed in Exhibit B	$ 195,832				
TOTALS	$ 609,094				

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date _____

DocuSign Envelope ID: 3E4FB541-CBCA-4B89-A55C-95AD82637A8B

EXHIBIT H-3 BUDGET AND EXPENDITURE SUMMARY

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AGENCY NAME
BUDGET AND EXPENDITURE SUMMARY
For Monterey County - Behavioral Health

PROGRAM:	**MHSSA with Familia Adelante Pilot**	**Thriving Families: Salinas Union High School District, Alisal Union School District, King City Union School District, San Antonio Union Elementary School District, Salinas City Elementary School District - Familia Adelante Pilot Program**
Address:	**PO Box 2473, Salinas, CA 93902**	

		FY 23-24	FY 24-25
A.	**PROGRAM REVENUES**		
	Requested Monterey County Funds	153,869.00	158,855.00
	Other Program Revenues	70,656.00	109,756.00
	TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	**224,525.00**	**268,611.00**
	B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.		
1	**Program Expenditures**		
2	Salaries and wages	$ 119,693.00	$ 121,373.00
3	Payroll taxes & Fees	9,156	9,284
4	Employee benefits	21,759	23,670
5	Workers Compensation	$ 1,197.00	$ 1,214.00
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
7	Temporary Staffing	$ 4,300.00	$ 43,400.00
8	Flexible Client Spending (please provide supporting documents)		
9	Client Transportation Costs and staff mileage		
10	Employee Travel and Conference	$ 1,200.00	$ 1,200.00
11	Staff Training	$ 25,000.00	$ 25,000.00
12	Communication Costs (Phone & Internet)		
13	Utilities		
14	Cleaning and Janitorial		
15	Insurance and Indemnity		
16	Maintenance and Repairs - Buildings		
17	Maintenance and Repairs - Equipment		
18	Printing and Publications (Marketing)		
19	Memberships, Subscriptions and Dues	$ 9,000.00	$ 9,000.00
20	Office Supplies, postage and Mailing	$ 28,720.00	$ 29,970.00
21	Outreach/Gifts/Incentives	$ 4,500.00	$ 4,500.00
22	Legal Services (when required for the administration of the County Programs)		
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)		
24	Other Professional and Consultant Services (Accounting)		
25	Rent and Leases - building and improvements		
26	Rent and Leases - equipment		
27	Taxes and assessments		
28	Interest in Bonds		
29	Interest in Other Long-term debts		
30	Other interest and finance charges		
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)		
32	Miscellaneous (Program Supplies & Food)		
33	**Total Program Expenditures**	$ 224,525.00	$ 268,611.00
34	**Administrative Expenditures - 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. The allocation base must be auditable and supported by information kept by the CONTRACTOR.**		
35	Salaries and wages (please include personnel and contract administration)		
36	Payroll taxes		
37	Employee benefits		
38	Workers Compensation		
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
40	Transportation, Travel, Training and Conferences		
41	Data Processing		
42	Utilities		
43	Cleaning and Janitorial		
44	Insurance and Indemnity		
45	Maintenance and Repairs - Buildings		
46	Maintenance and Repairs - Equipment		
47	Memberships, Subscriptions and Dues		
48	Office Supplies		
49	Postage and Mailing		
50	Legal Services (when required for the administration of the County Programs)		
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)		
52	Rent and Leases - building and improvements		
53	Rent and Leases - equipment		
54	Taxes and assessments		
55	Interest in Bonds		
56	Interest in Other Long-term debts	-	
57	Other interest and finance charges		
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		
59	Miscellaneous (please provide details)		
60	**Total Administrative Expenditures**	-	-
61	**Depreciation Expense**		
62	**OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.**		
63	**Total Allowable Program Expenditures**	224,525.00	268,611.00

We hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature**

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AGENCY NAME
BUDGET AND EXPENDITURE SUMMARY
For Monterey County - Behavioral Health

PROGRAM: Rainbow Connection - Family Acceptance Project Parent/Caregiver Support Groups-Pilot
Address: PO Box 2473 Salinas, CA 93902

		FY 23-24	FY 24-25
A. PROGRAM REVENUES			
Requested Monterey County Funds		200,100.00	195,832.00
Other Program Revenues		-	-
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		**200,100.00**	**195,832.00**
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.			
1 Program Expenditures			
2	Salaries and wages	$ 104,532.00	$ 107,770.00
3	Payroll taxes & Fees	$ 7,997.00	$ 8,244.00
4	Employee benefits	$ 10,416.00	$ 12,082.00
5	Workers Compensation	$ 1,045.00	$ 1,078.00
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
7	Temporary Staffing (Independent Contractors)	$ 7,000.00	$ 4,875.00
8	Flexible Client Spending (please provide supporting documents)		
9	Client Transportation Costs and staff mileage		
10	Employee Travel and Conference		
11	Staff Training		
12	Communication Costs (Phone & Internet)	$ 1,200.00	$ 1,260.00
13	Utilities		
14	Cleaning and Janitorial		
15	Insurance and Indemnity	$ 300.00	$ 315.00
16	Maintenance and Repairs - Buildings		
17	Maintenance and Repairs - Equipment		
18	Printing and Publications (Marketing)	$ 25,000.00	$ 23,533.00
19	Memberships, Subscriptions and Dues		
20	Office Supplies, postage and Mailing	$ 3,500.00	$ 3,675.00
21	Outreach/Gifts/Incentives	$ 2,160.00	$ 2,160.00
22	Legal Services (when required for the administration of the County Programs)		
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)		
24	Other Professional and Consultant Services (Accounting)	$ 25,800.00	$ 25,800.00
25	Rent and Leases - building and improvements		
26	Rent and Leases - equipment		
27	Taxes and assessments		
28	Interest in Bonds		
29	Interest in Other Long-term debts		
30	Other interest and finance charges		
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)		
32	Miscellaneous (Program Supplies & Food)	$ 11,150.00	$ 5,040.00
33	**Total Program Expenditures**	**$ 200,100.00**	**$ 195,832.00**
34 Administrative Expenditures - 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. The allocation base must be auditable and supported by information kept by the CONTRACTOR			
35	Salaries and wages (please include personnel and contract administration)		
36	Payroll taxes		
37	Employee benefits		
38	Workers Compensation		
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
40	Transportation, Travel, Training and Conferences		
41	Data Processing		
42	Utilities		
43	Cleaning and Janitorial		
44	Insurance and Indemnity		
45	Maintenance and Repairs - Buildings		
46	Maintenance and Repairs - Equipment		
47	Memberships, Subscriptions and Dues		
48	Office Supplies		
49	Postage and Mailing		
50	Legal Services (when required for the administration of the County Programs)		
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)		
52	Rent and Leases - building and improvements		
53	Rent and Leases - equipment		
54	Taxes and assessments		
55	Interest in Bonds		
56	Interest in Other Long-term debts	-	
57	Other interest and finance charges		
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		
59	Miscellaneous (please provide details)		
60	**Total Administrative Expenditures**	-	-
61 Depreciation Expense			
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.			
63 Total Allowable Program Expenditures		200,100.00	195,832.00

We hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature**

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County of Monterey

Board Report

Legistar File Number: A 23-580

Item No.38

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

January 09, 2024

Introduced: 12/19/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute Amendment No. 4 to Mental Health Services Agreement A-15506 between The County of Monterey and Partners for Peace for the provision of new and additional prevention and early intervention outreach and engagement services, retroactive to January 1, 2024, which adds $358,195 in FY 2023-2024 and $357,678 in FY 2024-25, for a new total Agreement amount not to exceed $1,603,871 for a term of July 1, 2021 through June 30, 2025.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the Director of Health Services or designee to execute Amendment No. 4 to Mental Health Services Agreement A-15506 between The County of Monterey and Partners for Peace for the provision of new and additional prevention and early intervention outreach and engagement services, retroactive to January 1, 2024, which adds $358,195 in FY 2023-2024 and $357,678 in FY 2024-25, for a new total Agreement amount not to exceed $1,603,871 for a term of July 1, 2021 through June 30, 2025.

SUMMARY/DISCUSSION

As part of the County of Monterey Health Department, Behavioral Health Bureau's Access and Mental Health Services Act (MHSA) outreach, engagement and mental health programs the County currently has Agreement A-15506 with Partners for Peace to meet goals and objectives outlined in the County's MHSA Plan. Since MHSA revenues are higher than budgeted and this agency has the capacity to increase services delivered to the community, approval for amending Agreement to increase budget amount for Program 2: Interconnected Systems Framework is being sought.

Additionally, On May 25, 2023, the County of Monterey Behavioral Health Bureau received approval from the Mental Health Services Oversight and Accountability Commission (MHSOAC) for the "Rainbow Connections" MHSA Innovation Program. This Innovation Program aims to improve the mental health outcomes and functioning of LGBTQ youth and their families by promoting interagency communication and collaboration across youth-serving systems, and through building capacity among youth-serving adults to identify and respond affirmatively to the needs of LGTBQ youth up to age 24. Multiple vendors will assist the County in the implementation and evaluation of the Rainbow Connections Innovation Program. Partners for Peace will maintain an important role in this project by providing school and community outreach, parent and family supports, and facilitating referrals for mental health services for LGBTQ youth and their families.

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This agreement is late in being presented to your Board due to ongoing negotiations with a separate vendor and agreement that will operate in conjunction with this agreement.

This work supports the Monterey County Health Department 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 provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT

County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions respectively.

FINANCING

This Amendment No. 4 is funded by MHSA PEI and INN funds. The added funds in the amount of $358,195 in FY 2023-2024 are included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2023-24 Adopted Budget, and the added funds in the amount of $357,678 in FY 2024-25 will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2024-25 Requested Budget.

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: Wesley Schweikhard, Management Analyst II, 755-4856

Approved By:

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DocuSigned by:
293774DBE9524EE...
Date: 1/3/2024 | 10:55 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report
Draft Amendment No. 4 to Agreement A-15506
Amendment No. 3 to Agreement A-15506 is on file with the Clerk of the Board
Amendment No. 2 to Agreement A-15506 is on file with the Clerk of the Board
Amendment No. 1 to Agreement A-15506 is on file with the Clerk of the Board
Agreement A-15506 is on file with the Clerk of the Board

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ADDENDUM TO TERMS
BETWEEN
Thermo Electron North America LLC ("Seller")
AND
County of Monterey ("Buyer")

Agreement No. 00588984

This Addendum to Buyer's "Standard Agreement" (hereinafter referred to as the "Terms") is made and entered into on August 18, 2023 (the "Effective Date") by and between Buyer and Seller. Buyer and Seller may be referred to individually as a "Party" or collectively as the "Parties" herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Section 8 "Indemnification**" is deleted in its entirety and replaced as follows:

"By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (iii) the gross negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (iv) by any third party, (v) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (vi) Seller's compliance with Buyer's designs, specifications or instructions, (vii) use of the Product in an application or environment for which it was not designed, or (viii) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEMDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

2. Section 9 "Insurance" is deleted in its entirety and replaced with the following:

" For the term of a support plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated A- or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US$2,000,000 (two million) for each occurrence and US$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's

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liability insurance for a limit of US$1,000,000 (one million), (c) Automobile liability of US$2,000,000 (two million) and (d) Umbrella coverage of US$5,000,000 (five million). Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein."

3. Section 14.01 "Independent Contractor" is modified to remove this sentence:

"In connection therewith, Contractor shall defend, indemnify, and hold County harmless from and any and all liability which County may incur because of Contractor's failure to pay such taxes."

4. Section 16.06 "Assignment and Subcontracting" and Section 16.07 "Successors and Assigns" are deleted in their entirety and replaced with the following:

"This Agreement may not be assigned or transferred without each Party's prior written consent, which consent shall not be unreasonably withheld. Subject to each Party's approval this Agreement will be binding upon and inure to the benefit of, and be enforceable by, each Party and its successors and assigns. Notwithstanding anything to the contrary, each Party has the right to disclose the terms and conditions of this Agreement to the extent necessary to establish rights or enforce obligations under this Agreement."

Sections to be added

5. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF EITHER PARTY UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS ($1,000,000), PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION DOES NOT APPLY TO LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF SELLER'S INTELLECTUAL PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

6. Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with

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the delivery terms of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.
Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for technical support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

7. Seller retains all rights in, title to and ownership of (i) any and all software provided to Buyer under this Agreement, which is licensed, not sold, to Buyer, solely for the purposes of Buyer's use and operation of the Products; and (ii) all services deliverables provided by Seller under this Agreement, whether related to Products or otherwise.

8. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity

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who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

*****

This Addendum and the Terms together form an agreement ("Agreement") between Buyer and Seller. The Agreement constitutes the entire understanding between the Buyer and Seller and shall not be amended, altered or changed except by a written agreement signed by the Parties hereto. In the event of a conflict between this Addendum and the Terms, the terms of this Addendum shall prevail. Any additional or conflicting terms and conditions to those in the Agreement, either written or verbal, are of no force and effect upon the Parties.

The Parties agree that this Agreement shall apply to all purchase orders issued by Buyer until July 31, 2026, whether or not such terms are included with or incorporated by reference in such orders.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed on the date last signed by the Parties herein below.

COUNTY OF MONTEREY

By:	
Name:	Elsa M. Jimenez
Title:	Director of Health Services
Date:	

THERMO ELECTRON NORTH AMERICA LLC

By:	DocuSigned by: Kadija Locklear C23888B9BA98413...
Name:	Kadija Locklear Contract Specialist
Title:	Contract Specialist
Date:	12/14/2023 | 9:50 AM PST

COUNTY OF MONTEREY:

Approve as to Form:

Signature: DocuSigned by: 65EE8E150780D412...
Deputy County Counsel

Date: 12/14/2023 | 11:38 AM PST

DocuSigned by: Carrie Grigg 820224E2F5B8424...
Carrie Grigg

Contracts Specialist

12/14/2023 | 9:49 AM PST

Approve as to Fiscal Provisions:

Signature: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 12/19/2023 | 8:42 AM PST

DocuSign Envelope ID: 1A74E5C6-3476-4BB6-8B57-60DD57A5D315

Introduced: 12/19/2023

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 non-standard agreement with Thermo Electron N. America, LLC, for the purchase of new laboratory equipment and two years of preventative maintenance, effective upon execution, to January 31, 2027, for a total agreement amount of $170,523; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($17,052) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $187,575.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement with Thermo Electron N. America, LLC, for the purchase of new laboratory equipment and two years of preventative maintenance, effective upon execution, to January 31, 2027, for a total agreement amount of $170,523; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($17,052) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $187,575.

SUMMARY DISCUSSION:

The County of Monterey Health Department, Public Health Bureau, Consolidated Environmental Laboratory is an Environmental Lab Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Environmental Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water.

The Consolidated Environmental Laboratory seeks approval to enter into an agreement with Thermo Electron North America, LLC, to purchase, install, and maintain an iCAP RQplus argon gas dilution mass spectrometer. The iCAP RQplus is a trace element analyzer. It will improve laboratory efficiency by providing higher throughput, streamlining analysis in one piece of equipment, and increasing detection sensitivity.

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This work supports the County of Monterey Health Department 2018-2024 Strategic Plan Goals: 2. Enhance public health and safety through prevention, and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports two of the ten essential public health services, specifically: 2. Investigate, diagnose, and address health problems and hazards affecting the population, 4. Strengthen, support, and mobilize communities and partnerships to improve health.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
Appropriations for this Agreement are included in the Health Department's (HEA003-8124) FY 2023-24 Adopted Budget. The agreement is funded 49% by California Department of Public Health (CDPH) Epidemiology and Laboratory Capacity (ELC) Public Health Lab (PHL) grant funds for FY2023-2024 and 51% through Public Health Realignment. FY2024-2027 costs will be funded 100% through Public Health Realignment.

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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

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DocuSigned by:
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Date: 1/3/2024 | 10:49 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report
Agreement
Exhibit A
Addendum

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AMENDMENT NO. 1 TO MENTAL HEALTH SERVICES AGREEMENT A-15377
BY AND BETWEEN
COUNTY OF MONTEREY AND COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA

THIS AMENDMENT NO. 1 is made to AGREEMENT A-15377 for the provision of mental health services to adults with severe psychiatric disabilities in a Hospital Inpatient and Day Treatment Intensive Services model, to include Crisis Stabilization Unit (CSU) Services for Adults and Children, by and between the **COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA,** hereinafter "CONTRACTOR," and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS, the COUNTY entered into a Mental Health Services Agreement No. A-15377 with the Community Hospital of the Monterey Peninsula in the amount of $335,520 for the term of July 1, 2021 to June 30, 2024 for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in a Hospital Inpatient and Day Treatment Intensive Services model on an Inpatient Fee-for-Service Medi-Cal program; and

WHEREAS, the COUNTY and CONTRACTOR hereby request to amend the Mental Health Services Agreement No. A-15377 with revised EXHIBIT A-1 Program Description and revised EXHIBIT B-1 Payment and Billing Provisions, to outline new services and increase the total COUNTY obligation by $1,542,860 for FY 2023-24 to fund the addition of new Crisis Stabilization Unit services retroactive to July 1, 2023, thereby increasing the total amount of the Agreement by 460%, for a revised total contract amount of $1,878,380 for the same full term of FY 2021-22 through FY 2023-24.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. EXHIBIT A-1 PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

2. EXHIBIT B-1 PAYMENT AND BILLING PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.

3. EXHIBIT H-1 BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE FORM is added to this Amendment to facilitate invoicing and payment for new CSU services effective FY 2023-24.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

5. This Amendment is effective July 1, 2023.

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6. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 30, 2021.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Agreement A-15377 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 Eben Strong
6624564F383646C...
County Counsel

Date: 12/11/2023 | 4:48 PM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth
4E7E6...
Auditor-Controller's Office

Date: 12/12/2023 | 8:27 AM PST

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA
Contractor's Business Name *

By: DocuSigned by: Dr. Steven Packer
DBA17...
(Signature of Chair, President, or Vice-President) *
Steven Packer, MD - President / CEO
Name and Title

Date: 12/7/2023 | 11:12 AM PST

By: DocuSigned by: Matt Morgan
...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Matt Morgan - Vice-President / CFO
Name and Title

Date: 12/7/2023 | 11:14 AM PST

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

[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-1: PROGRAM 1 DESCRIPTION – Medi-Cal Fee-for-Service Program

I. IDENTIFICATION OF PROVIDER

Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942

II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

III. PROGRAM NARRATIVE

Community Hospital of the Monterey Peninsula (CHOMP) will provide specialty inpatient professional and mental health services designed to insure appropriate psychiatric treatment within a secure setting.

IV. PROGRAM GOALS

The goal of the inpatient unit is to treat and stabilize patients who meet Medical Necessity Criteria for specialty inpatient mental health services and to coordinate with other programs within the local behavioral health system so as to enable all clients to function at an optimum level within the community.

V. PROGRAM OBJECTIVES

A. To reduce acute symptoms that prevent patients from functioning in a community-based setting.

B. To reduce the need for specialty inpatient mental health services by providing a transition between the hospital and community-based services.

C. To provide appropriate referrals to medical, social and behavioral health services.

VI. TREATMENT SERVICES EACH FISCAL YEAR

Type of Service: Acute Inpatient-Psychiatric
Mode of Service: 24 hour services, 7 days a week (hospital days)

Contracted Units of Services:

Contracted Units of Service	FY 2021-22	FY 2022-23	FY 2023-24
Acute Inpatient - Psychiatric	90	90	90
Hospital Inpatient Administrative Day	10	10	10

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VII. POPULATION SERVED

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health's Medical Necessity Criteria and who are retrospectively authorized by COUNTY'S (Monterey County Behavioral Health - MCBH) Behavioral Health Services staff, will be eligible for coverage.

VIII. ELIGIBILITY / RETROSPECTIVE AUTHORIZATION

To be eligible for cost recovery, all services will be retrospectively authorized for payment by the COUNTY'S Health Department staff. The Treatment Authorization Request (TAR), along with pertinent and relevant portions of a patient's medical records, must be submitted to COUNTY within fourteen (14) calendar days after the client's discharge date. COUNTY will approve or deny the TAR within fourteen (14) calendar days after receipt. If approved, COUNTY will mail the TAR to the State for payment.

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EXHIBIT A-1: PROGRAM 2 DESCRIPTION – Crisis Stabilization Unit

I. IDENTIFICATION OF PROVIDER

Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942

II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

III. PROGRAM NARRATIVE

Community Hospital of the Monterey Peninsula (CHOMP) will provide crisis stabilization unit (CSU) services designed to ensure psychiatric treatment is provided in the most appropriate setting.

IV. PROGRAM GOALS

The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location to support medication adjustments and psychiatric support services outside of the Emergency Department. An initial psychiatric diagnostic assessment will be conducted, followed by treatment with a period of observation, staff-patient engagement, clinical reassessment, and concurrent resource/disposition planning.

V. PROGRAM OBJECTIVES

A. To avoid the exacerbation of acute symptoms in patients with severe mental illness presenting in the Emergency Department.

B. To reduce the need for specialty inpatient mental health services by placing patients with severe mental illness presenting in the Emergency Department in a more therapeutic setting to facilitate short-term recovery.

VI. TREATMENT SERVICES EACH FISCAL YEAR

Type of Service: Crisis Stabilization Unit Services.
Mode of Service: Hourly, as medically necessary, up to 20 hours of service in a 24-hour period.

VII. POPULATION SERVED

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health's Medical Necessity Criteria and who

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are retrospectively authorized by COUNTY'S Behavioral Health Services staff, will be eligible for coverage.

VIII. ADMISSIONS/BASIC SERVICES/CONTINUED STAY & DISCHARGE CRITERIA

ADULTS – Admission / Inclusion / Exclusion Criteria:

Inclusion Criteria

a) Acute psychiatric episode as primary problem.
b) Anticipate a stabilization within 24 hours or less, understanding this may take longer.
c) 18 years of age or older.
d) Patient is cooperative and able to take direction.

Inclusion Considerations

a) Exceptions are determined by clinical leadership.

Exclusion Criteria

a) Actively in restraints.
b) Escalating agitation leading to aggressive behavior .
    i) Acutely at risk.
    ii) Impulsive aggressive behavior.
c) Elopement Risk.
d) Exceeds weight capacity.
    i) Weight Limit for recliners is 350 lbs.
e) Pending Medical Clearance.
    i) Clinical testing (EKG, labs, etc.) will only be required if medically indicated.
    ii) Unstable vital signs without explanation.
    iii) Infectious disease patient requiring isolation.
    iv) Positive COVID-19 patients.
f) Advanced Dementia, Delirium, or acute encephalopathy as a primary diagnoses.
g) Patients requiring 1:1 supervision and care.
h) Patients in the custody of any forensic staff for any crime.
i) Clinical Intoxication.
    i) To a level where patient is unable to participate in the observation process.
    ii) Without acute mood/psychotic symptoms.
    iii) Without exacerbation of underlying psychiatric condition.

Exclusion Considerations

a) Patients presenting initial behaviors that could increase agitation of other CSU patients.
b) Patients on a LPS legal status does not preclude them from admission to the CSU.
c) Non–Ambulatory patients.
    i) Depending on details of mobility and assistance needs.
d) Inability to provide own care requiring assistance from more than one person.

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e) Late pregnancy.
f) Use of restraints for a period of time with unresolved issue.

Coordination with Monterey County Behavioral Health (MCBH)

a) Upon admission, MCBH ASOC Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
c) Upon discharge and/or transfer MCBH ASOC Post Hospital Team will be notified of disposition.
d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners.

Continued Stay Criteria

For continued stay beyond 23 hours 59 minutes, MCBH must be contacted and provide authorization.

Maximum of 20 hours of billed Medi-Cal service per 24-hour period.

Patient must meet all of the following Criteria:

a) The patient's condition continues to meet admission criteria at this level of care.
b) The patient's treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
    i) Notwithstanding the foregoing, a patient's continued stay while CONTRACTOR procures a more intensive level of care for the patient is permissible.
c) The patient is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention.
d) Barriers to progress are identified and strategies to address them are being implemented.
e) A treatment plan has been developed and includes the individual's goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the patient's clinical condition and response to treatment. Treatment planning should include support systems involvement, as appropriate and/or feasible.
f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.

Discharge Criteria

a) Patient must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU,
AND
b) Patient no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

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CHILD/YOUTH – Admission & Discharge Criteria – For Monterey County Medi-Cal Beneficiaries aged 17 and Younger:

Inclusion Criteria

Child/youth must meet all of the following Criteria:

a) The presence of an ICD-10/DSM 5 Psychiatric Diagnosis.
b) The child/youth must be 17 years of age or younger.
    i) Presenting with an exacerbation of psychiatric symptoms or emotional disturbance including:
        (1) Potential threat to safety of self or others, or symptoms which severely impair age-appropriate functioning.
c) Requires intensive clinical monitoring.
d) Clinical evaluation indicates that the individual would benefit from a brief period (generally up to 23 hours 59 minutes, understanding this may take longer) of additional observation and assessment, stabilization, resolution-focused intervention, and aftercare planning. Stabilization of the child/youth is expected to be brief and temporary, and the youth would benefit from rapid and resolution-focused intervention.
e) Current service providers do not believe that the child/youth can be safely managed in a less restrictive setting until intensive intervention can resolve the presenting crisis.
f) When possible, family are expected to participate in the care and stabilization of the child/youth.
g) Has a reliable home or placement environment with family or collateral supports willing to collaborate and participate in treatment as determined by the clinical team.
    i) Exceptions to this criterion can be made at the discretion of CONTRACTOR's clinical team.

Exclusion Criteria

If one of the following is met, the child/youth is excluded from eligibility for the service:

a) The individual can be safely treated in a less restrictive or intensive level of care.
b) The youth's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting or is not expected to resolve with brief, intensive intervention.
c) Youth with acute instability in their medical condition, including but not limited to poorly controlled diabetes, poorly controlled feeding or eating disorder, and vital sign instability.
d) Youth who require one to one support due to psychiatric severity, chronic medical conditions, or level of cognitive/adaptive functioning.
e) Youth with co-occurring mental health and substance use disorders for whom the substance use disorder is the primary presenting problem and/or there is acute medical instability due to intoxication or withdrawal from a substance.

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Coordination with Monterey County Behavioral Health (MCBH)

a) Upon admission, MCBH CSOC Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
c) Upon discharge and/or transfer MCBH CSOC Post Hospital Team will be notified of disposition.
d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).

Continued Stay Criteria

For continued stay beyond 23 hours 59 minutes, MCBH must be contacted and provide authorization.

Maximum of 20 hours of billed Medi-Cal service per 24-hour period.

Child/youth must meet all of the following Criteria:

a) The child/youth's condition continues to meet admission criteria at this level of care.
b) The child/youth's treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
    i) Notwithstanding the foregoing, a child/youth's continued stay while CONTRACTOR procures a more intensive level of care for the child/youth is permissible.
c) The child/youth is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused individual, family and milieu therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention
d) Barriers to progress are identified and strategies to address them are being implemented.
e) A treatment plan has been developed and includes the individual's and family's goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the child/youth's clinical condition and response to treatment. Treatment planning should include active family or other support systems involvement, as appropriate and/or feasible.
f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.
g) The child/youth's family/natural supports are actively involved in treatment, or there are active, persistent efforts being made that can reasonably be expected to lead to the family's engagement in treatment.
h) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).

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Discharge Criteria

a) Child/youth must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU, **AND**
b) Child/youth no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

IX. DESIGNATED CONTRACT MONITOR – PROGRAMS 1 AND 2

Lara Clayton
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1441 Constitution Blvd., bldg. 400 Ste 200
Salinas, CA 93906
Telephone: (831) 796-1717
Email: ClaytonL@co.monterey.ca.us

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EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

PROGRAM 1 – Medi-Cal Fee-for-Service Program

I. PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **$335,520.**

II. PAYMENT CONDITIONS

A. All payments shall comply with Federal and State regulatory requirements, including but not limited to the Treatment Authorization Request (TAR) process as regulated by the California Code of Regulations, Title IX. The process specified below shall not be construed to replace or supersede regulatory requirements regarding the TAR process.

B. In order to receive any payment under this Agreement, CONTRACTOR shall submit a Treatment Authorization Request (TAR) and the appropriate clinical records to COUNTY within fourteen (14) days of the Medi-Cal beneficiary's discharge from the hospital.

C. In the event that a patient does not reveal his Medi-Cal eligibility or subsequently becomes eligible for Medi-Cal after discharge, the hospital will submit a TAR within sixty (60) calendar days of discovering the patient's Medi-Cal eligibility. The TAR packet shall have documentation indicating when and how the patient's Medi-Cal eligibility was discovered and verified. The COUNTY reserves the right to deny a request if it is not supported by documentation clearly indicating when and how the patient's eligibility was discovered and verified.

D. COUNTY shall approve or deny the TAR within fourteen (14) days of receipt of the TAR and clinical records (Approved as Requested or Approved as Modified). In the event that a TAR is denied or if a modification by CONTRACTOR is needed, COUNTY will return the TAR to CONTRACTOR with an explanation of the reason for the denial, or modification needed.

E. COUNTY shall forward the original approved TAR to the State fiscal intermediary and return a copy of the approved TAR to CONTRACTOR.

F. Upon receipt of the copy of the approved TAR, CONTRACTOR shall submit a claim for payment to the State fiscal intermediary.

G. In the case of a denied or returned for modification TAR, CONTRACTOR has the option of filing a first level appeal with COUNTY.

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H. If COUNTY denies the appeal, CONTRACTOR may file a second level appeal with the State Department of Mental Health.

I. For an approved TAR, CONTRACTOR will receive payment directly from the State fiscal intermediary.

III. PAYMENT RATE

A. CONTRACTOR shall be reimbursed the following inpatient bed day rates at a negotiated rate based on the Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Negotiated Rates for the period July 1, 2021 to June 30, 2024 as follows:

MoS	SFC	Description of Units of Service	FY 2021-22	FY 2022-23	FY 2023-24
5	10	Acute Inpatient - Psychiatric	$1,178	$1,178	$1,225
5	19	Hospital Inpatient Administrative Day*	$441	$441	$441
Mos - Mode of Service					
SFC - Service Function Code		* Per County Maximum Reimbursement Rates			

Service Description	FY 2021-22	UOS FY 2021-22	FY 2022-23	UOS FY 2022-23	FY 2023-24	UOS FY 2023-24	Grand Totals
Acute Inpatient - Psychiatric	$1,178	90	$1,178	90	$1,225	90	
FY Sub-Total:		**$106,020**		**$106,020**		**$110,250**	**$322,290**
Hospital Inpatient Admin Day	$441.00	10	$441.00	10	$441.00	10	
FY Sub-Total:		**$4,410**		**$4,410**		**$4,410**	**$13,230**
Fiscal Year Totals:		**$110,430**		**$110,430**		**$114,660**	
						Total Estimated County Obligation:	**$335,520**

B. CONTRACTOR shall be paid the COUNTY'S Maximum Allowance (CMA) rate based on the most recent State's Maximum Reimbursement Allowance (SMA) Rates as established by the California Department of Health Care Services for Hospital Inpatient Administrative Days. The rate of 85% of the Medi-Cal Behavioral Health Fee Schedule for Monterey County shall be used until COUNTY establishes the COUNTY'S rate Schedule for Inpatient Professional Services provided to patients served by this contract after concurrent review and consistent with TAR approval, modification or denial. Professional Services to be provided, by required billing codes are:

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CPT	MoS	SFC	Contracted Professional Service	Billing Minutes
99221	15	50	Initial Hospital Care	30
99222	15	50	Initial Hospital Care	50
99223	15	50	Initial Hospital Care	70
99231	15	50	Subsequent Hospital Care	15
99232	15	50	Subsequent Hospital Care	25
99233	15	50	Subsequent Hospital Care	35
99238	15	30	Hospital Discharge Day Management	30
99239	15	30	Hospital Discharge Day Management	30+
99251	15	30	Initial Inpatient Consultation	20
99252	15	30	Initial Inpatient Consultation	40
99253	15	30	Initial Inpatient Consultation	55
CPT - Current Procedure Terminology MoS - Mode of Service SFC - Service Function Code				

PROGRAM 2 – Crisis Stabilization Unit

I. PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **$1,542,860.**

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-1 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. CONTRACTOR shall be reimbursed the Crisis Stabilization Unit hourly negotiated rate of **$134.63**. Such rate shall be inclusive of the facility and professional component for Crisis Stabilization Unit services, billable under code S9484. The division of the Total Estimated County obligation for Crisis Stabilization Unit (CSU) services between Adults and Child/Youth, shown below, does not preclude a greater amount being reimbursed for either category as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

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CRISIS STABILIZATION UNIT					
Fiscal Year	**Units of Service (Hours)**		**Hourly Rate**	**Funding Source**	**Totals**
FY 2023-24	Adults (85%):	9740	$134.63	1991 Realignment	$1,311,296
	Child/Youth (15%):	1720		2011 Realignment	$231,564
	Total UOS:	11460			
TOTAL ESTIMATED COUNTY OBLIGATION:					**$1,542,860**

IV. PAYMENT CONDITIONS

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Cost Reimbursement Invoice Form provided as Exhibit H-1 to this Agreement (Exhibit G being previously designated to the original Agreement for "Requirements for 5150 Designation"), along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30^{th}) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

In addition to Exhibit H-1 Behavioral Health Cost Reimbursement Invoice Form, CONTRACTOR shall provide the following information as backup/supporting documentation:

- CMS-1500 / HCFA-1500 claim form, or equivalent; and
- Additional Client Care Documentation as specified by Monterey County Quality Improvement, or equivalent documentation to provide identical information, as negotiated by CONTRACTOR and COUNTY.

CONTRACTOR is not required to obtain prior authorization, or to submit a Treatment Authorization request (TAR) as a condition of reimbursement for Crisis Stabilization Unit services under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit H-1, Behavioral Health Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

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B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. ~~Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor within five (5) calendar days. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions. Notwithstanding anything to the contrary, CONTRACTOR shall have sixty (60) days from the date of its receipt of a fully executed copy of this Amendment No. 1 to A-15377 to submit claims to COUNTY for services provided from July 1, 2023 through the end of the month preceding the date on which the fully executed Amendment No. 1 to A-15377 is delivered to CONTRACTOR via email.

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

V. MAXIMUM OBLIGATION OF COUNTY – PROGRAMS 1 AND 2

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$1,878,380** for services rendered under this Agreement, under both the Medi-Cal Fee-for-Service and Crisis Stabilization Unit Programs described in Exhibit A-1. The not to exceed limits included

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under Section I. Payment Type for Program 1 and Program 2 do not preclude a greater amount from being reimbursed for either program as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2021 to June 30, 2022	$110,430
July 1, 2022 to June 30, 2023	$110,430
July 1, 2023 to June 30, 2024	$1,657,520
TOTAL COUNTY MAXIMUM OBLIGATION:	**$1,878,380**

C. The rate set forth in this Agreement shall be payment in full for services rendered under this Agreement, subject to third party liability and beneficiary (recipient of services) share of costs for specialty mental health services.

D. If, as to 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.

E. 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.

F. 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. 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

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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.

VII. 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 H-1: Behavioral Health Cost Reimbursement Invoice Form

Invoice Number:	

Contractor:	Community Hospital of the Monterey Peninsula
Address Line 1	P.O. Box HH
Address Line 2	Monterey, CA 93942
Address Line 3	
Tel. No.:	**(831) 625-4503**
Fax No.:	**(831) 658-3978**
Contract Term:	July 1, 2023 - June 30, 2024

County PO No.:	
Invoice Period:	

Final Invoice: (Check if Yes) ☐

BH Division:	

Service Description	Rate per Unit	Total Contracted UOS FY 2023-24	UOS Delivered this Period	UOS Delivered to Date	Remaining UOS	Total Annual Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
CSU - Adults	$134.63	9740			9740	$1,311,296			$1,311,296	100.00%
CSU - Child / Youth	$134.63	1,720			1720	$231,564			$231,564	100.00%
TOTALS:		**11460**			**11460**	**$1,542,860**			**$1,542,860**	**100.00%**

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:
MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date _____

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County of Monterey

Board Report

Legistar File Number: A 23-578

Item No.36

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

January 09, 2024

Introduced: 12/19/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or their designee to execute an Amendment No. 1 to three-year Mental Health Services Agreement A-15377 with the Community Hospital of the Monterey Peninsula (CHOMP) for the addition of Crisis Stabilization Unit (CSU) services, adding $1,542,860 to FY 2023-24 for a new maximum County obligation of $1,878,380 retroactive to July 1, 2023, for the same full term of July 1, 2021 through June 30, 2024.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve and authorize the Director of Health Services or their designee to execute an Amendment No. 1 to three-year Mental Health Services Agreement A-15377 with the Community Hospital of the Monterey Peninsula (CHOMP) for the addition of Crisis Stabilization Unit (CSU) services, adding $1,542,860 to FY 2023-24 for a new maximum County obligation of $1,878,380 retroactive to July 1, 2023, for the same full term of July 1, 2021 through June 30, 2024.

SUMMARY/DISCUSSION

On June 30, 2021 the County entered into a three-year Mental Health Services Agreement No. A-15377 with the Community Hospital of the Monterey Peninsula (CHOMP) in the amount of $335,520 for the term of July 1, 2021 to June 30, 2024 for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in a Hospital Inpatient and Day Treatment Intensive Services model on an Inpatient Fee-for-Service Medi-Cal program.

This Amendment No. 1 to that Agreement continues the provisions for Hospital Inpatient and Day Treatment Intensive Services, however, also adds needed Crisis Stabilization Unit (CSU) services to that Agreement, effective in the third year and retroactive to July 1, 2023, coinciding with the opening of a new CSU facility at CHOMP. This Amendment to Agreement A-15377 increases the total COUNTY obligation by $1,542,860 for FY 2023-24 for a revised total contract amount of $1,878,380.

The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location

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to support medication adjustments and psychiatric support services outside of the Emergency Department. An initial psychiatric diagnostic assessment will be conducted, followed by treatment with a period of observation, staff-patient engagement, clinical reassessment, and concurrent resource/disposition planning.

This Amended Agreement contains the County's standard 30-day "no cause" provision (Section IV, B) and an additional defunding provision (Section IV, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following Monterey County Health Department 2018-2024 strategic plan goal: 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 Agreement as to form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 1991 and 2011 Realignment revenues. The funds for this Amended Agreement ($1,657,520) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 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

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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: Norm Morris, Management Analyst, 796-1277

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:48 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachment:

Agreement

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ADDENDUM TO TERMS
BETWEEN
Thermo Electron North America LLC ("Seller")
AND
County of Monterey ("Buyer")

Agreement No. 00588984

This Addendum to Buyer's "Standard Agreement" (hereinafter referred to as the "Terms") is made and entered into on August 18, 2023 (the "Effective Date") by and between Buyer and Seller. Buyer and Seller may be referred to individually as a "Party" or collectively as the "Parties" herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Section 8 "Indemnification**" is deleted in its entirety and replaced as follows:

"By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (iii) the gross negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (iv) by any third party, (v) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (vi) Seller's compliance with Buyer's designs, specifications or instructions, (vii) use of the Product in an application or environment for which it was not designed, or (viii) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEMDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

2. Section 9 "Insurance" is deleted in its entirety and replaced with the following:

" For the term of a support plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated A- or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US$2,000,000 (two million) for each occurrence and US$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's

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liability insurance for a limit of US$1,000,000 (one million), (c) Automobile liability of US$2,000,000 (two million) and (d) Umbrella coverage of US$5,000,000 (five million). Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein."

3. Section 14.01 "Independent Contractor" is modified to remove this sentence:

"In connection therewith, Contractor shall defend, indemnify, and hold County harmless from and any and all liability which County may incur because of Contractor's failure to pay such taxes."

4. Section 16.06 "Assignment and Subcontracting" and Section 16.07 "Successors and Assigns" are deleted in their entirety and replaced with the following:

"This Agreement may not be assigned or transferred without each Party's prior written consent, which consent shall not be unreasonably withheld. Subject to each Party's approval this Agreement will be binding upon and inure to the benefit of, and be enforceable by, each Party and its successors and assigns. Notwithstanding anything to the contrary, each Party has the right to disclose the terms and conditions of this Agreement to the extent necessary to establish rights or enforce obligations under this Agreement."

Sections to be added

5. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF EITHER PARTY UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS ($1,000,000), PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION DOES NOT APPLY TO LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF SELLER'S INTELLECTUAL PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

6. Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with

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the delivery terms of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.
Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for technical support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

7. Seller retains all rights in, title to and ownership of (i) any and all software provided to Buyer under this Agreement, which is licensed, not sold, to Buyer, solely for the purposes of Buyer's use and operation of the Products; and (ii) all services deliverables provided by Seller under this Agreement, whether related to Products or otherwise.

8. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity

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who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

*****

This Addendum and the Terms together form an agreement ("Agreement") between Buyer and Seller. The Agreement constitutes the entire understanding between the Buyer and Seller and shall not be amended, altered or changed except by a written agreement signed by the Parties hereto. In the event of a conflict between this Addendum and the Terms, the terms of this Addendum shall prevail. Any additional or conflicting terms and conditions to those in the Agreement, either written or verbal, are of no force and effect upon the Parties.

The Parties agree that this Agreement shall apply to all purchase orders issued by Buyer until July 31, 2026, whether or not such terms are included with or incorporated by reference in such orders.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed on the date last signed by the Parties herein below.

COUNTY OF MONTEREY

By:	
Name:	Elsa M. Jimenez
Title:	Director of Health Services
Date:	

THERMO ELECTRON NORTH AMERICA LLC

By:	DocuSigned by: Stephanie Glavan D6BA6E10AD3B467...
Name:	Stephanie Glavan
Title:	Manager, Contract Administration
Date:	12/11/2023 | 12:13 PM PST

COUNTY OF MONTEREY:

Approve as to Form:

Signature: _____
Deputy County Counsel

Date: _____

DocuSigned by: Katy Eeten 215F9E69D5B94E5...
Katy Eeten

Supervisor, Contract Administration

12/11/2023 | 12:22 PM PST

Approve as to Fiscal Provisions:

Signature: _____
Auditor/Controller

Date: _____

DocuSign Envelope ID: F96951E8-FB94-405A-9B9B-1BF4B027E081

EXHIBIT-A

To Agreement by and between
County of Monterey, Health Department hereinafter referred to as "County"
AND
Thermo Electric North America, LLC, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR shall provide ICP-OES limited plan coverage for three years on existing BRE731355 ICAO PRO XO DUO instrument serial #ICAPPR060033.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$26,403.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Service Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033				
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2024-1/18/2025**	$8,801.00		$ 8,801.00
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2025-1/18/2026**	$8,801.00		$ 8,801.00
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 **1/19/2026-1/18/2027**	$8,801.00		$ 8,801.00
	Not to Exceed Amount			**$ 26,403.00**

**Upon completion of deliverables, please submit invoices.

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There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@co.monterey.ca.us

Invoices shall:

a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b) Bear the Contractor's name as shown on the agreement.
c) Be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

DocuSign Envelope ID: 0C67E34E-E524-488F-974A-EF3EFDD334E3

Introduced: 12/19/2023

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 non-standard Agreement with Thermo Electron N. America, LLC, for the purchase of three years of preventative maintenance for existing laboratory equipment, effective January 19, 2024, to January 18, 2027, for a total agreement amount of $26,403; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($2,640) of the original amount and does not significantly change the scope, total not to exceed a maximum of $29,043.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with Thermo Electron N. America, LLC, for the purchase of three years of preventative maintenance for existing laboratory equipment, effective January 19, 2024, to January 18, 2027, for a total agreement amount of $26,403; and
b. Approve a non-standard agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($2,640) of the original amount and does not significantly change the scope, total not to exceed a maximum of $29,043.

SUMMARY DISCUSSION:

The County of Monterey Health Department, Public Health Bureau, Consolidated Environmental Laboratory is an Environmental Lab Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Environmental Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water.

The Consolidated Environmental Laboratory seeks approval to enter into an Agreement with Thermo Electon N. America, LLC, to provide ongoing preventative maintenance for their separately purchased iCAP RQplus instrument. The iCAP RQplus is a trace element analyzer used to test environmental samples. Preventative maintained is important to reduce repair costs, ensure accuracy of test results, lengthen the life of the instrument, and comply with certification requirements.

DocuSign Envelope ID: 0C67E34E-E524-488F-974A-EF3EFDD334E3

This work supports the County of Monterey Health Department 2018-2024 Strategic Plan Goals: 2. Enhance public health and safety through prevention, and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services.

It also supports two of the ten essential public health services, specifically: 2. Investigate, diagnose, and address health problems and hazards affecting the population, 4. Strengthen, support, and mobilize communities and partnerships to improve health.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
This agreement is funded 77% with Public Health Lab fee revenue and 23% Health Realignment. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2023-24 Adopted Budget and will be included in future years' Requested Budgets.

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: Patricia Velarde, Management Analyst II, 796-1377
Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:46 AM PST
On behalf of Elsa Mendoza Jimenez

DocuSign Envelope ID: 0C67E34E-E524-488F-974A-EF3EFDD334E3

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

Attachments:
Board Report
Agreement
Exhibit A
Addendum

DocuSign Envelope ID: E64453F2-D254-44C3-B98D-3673C61E41EE

Amendment No. 1

To Agreement by and between
The County of Monterey, on behalf of the Monterey County Health Department,
hereinafter referred to as "County"
AND
Arbor Environmental LLC, hereinafter referred to as "CONTRACTOR"

This Amendment No. 1 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Arbor Environmental, LLC, hereinafter referred to as "CONTRACTOR".

RECITALS:

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into an Agreement to provide professional consulting services related to qualitative respirator fit testing for the period of October 10, 2022 to October 9, 2024 and for an amount not to exceed $32,500 ("Agreement"); and

WHEREAS, the COUNTY and CONTRACTOR wish to amend this Agreement to include an Insurance Modification.

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

1. EXHIBIT B – Insurance Modification is hereby added to this Agreement.

2. 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.

3. This Amendment No. 1 shall be effective upon execution by both parties.

4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the COUNTY and CONTRACTOR on October 7, 2022.

DocuSign Envelope ID: E64453F2-D254-44C3-B98D-3673C61E41EE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By:	Arbor Environmental, LLC
Contracts/Purchasing Officer	Contractor's Business Name*
Date:	
By: DocuSigned by: [signature]	By: DocuSigned by: Jocelyn Hunter
Department Head (if applicable)	(Signature of Chair, President, or Vice-President) *
Date: 12/11/2023 | 9:00 AM PST	Jocelyn Hunter Director
By:	Name and Title
Board of Supervisors (if applicable)	
Date:	Date: 12/8/2023 | 11:40 AM PST

Approved as to Form[1]

By: DocuSigned by: Stacy Saetta	By: DocuSigned by: [signature]
Chief Deputy County Counsel	
Date: 12/8/2023 | 1:00 PM PST	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer) *
	Robert Shelby Director
	Name and Title

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth	Date: 12/8/2023 | 12:00 PM PST
Auditor/Controller	
Date: 12/8/2023 | 4:48 PM PST	

Approved as to Liability Provisions[3]

By: DocuSigned by: David Bolton	
Risk Management	
Date: 12/8/2023 | 1:18 PM PST	

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

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required [3]Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

DocuSign Envelope ID: C339A9F5-649C-43E3-AECA-BABEE614A954

Introduced: 12/18/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Ratify the execution by the Director of Health Services, of Amendment No. 1 to the Agreement with Arbor Environmental, LLC., ("Arbor") for professional consulting services related to qualitative respirator fit testing, modifying the automobile insurance provisions, with no change to term October 10, 2022 to October 9, 2024 or Agreement amount of $32,500; and
b. Approve the recommendation of Director of Health Services to accept non-standard provisions related to automobile insurance in Amendment No. 1.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Ratify the execution by the Director of Health Services, of Amendment No. 1 to the Agreement with Arbor Environmental, LLC., ("Arbor") for professional consulting services related to qualitative respirator fit testing, modifying the automobile insurance provisions, with no change to term October 10, 2022 to October 9, 2024 or Agreement amount of $32,500; and
b. Approve the recommendation of Director of Health Services to accept non-standard provisions related to automobile insurance in Amendment No. 1.

SUMMARY/DISCUSSION:

The County of Monterey 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.

On October 7, 2022, Clinic Services entered into an agreement with Arbor Environmental, LLC ("Arbor") for the term October 10, 2022 to October 9, 2024, in the amount of $32,500. The agreement provides professional consulting services related to qualitative respirator fit testing (fit testing).

California Title 22 and the Occupational Safety and Health Administration (OSHA) require all clinic staff complete fit testing annually. Fit testing was last conducted in December 2022 and Clinic Services staff are due to complete fit testing in December 2023 to maintain Title 22 and OSHA compliance.

Arbor has requested waiver of the automobile liability requirements for remainder of term of agreement. For the December 2023 fit testing, Arbor will send technicians to the County of Monterey via airplane and Uber/Lyft rides rather than using company or personal vehicles.

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Approval of the Board of Supervisors was delayed due to negotiations of non-standard contract terms and Clinic Services requested execution of the Amendment by the Director of Health Services, to avoid delayed fit testing which would jeopardize Clinic Services' Title 22 and OSHA compliance.

This work supports the Monterey County Health Department 2018-2024 Strategic Plan Initiatives: 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: 6.) enforce laws and regulations that protect health and ensure public safety; and 8.) assure competent public and personal health care workforce.

OTHER AGENCY INVOLVMENT:
County Counsel has reviewed as to legal form. Auditor-Controller has reviewed as to fiscal provisions.

FINANCING:
Sufficient appropriations are available in the FY 2023-2024 Adopted Budget for Clinic Services Bureau, Health Department (4000-HEA007) and there is no financial impact to the General Fund resulting from approval of this Amendment No. 1.

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: Stacey Fiess, Management Analyst II, 796-1329

Approved by:

DocuSign Envelope ID: C339A9F5-649C-43E3-AECA-BABEE614A954

DocuSigned by:
293774DBE9524FF...

Date 1/3/2024 | 10:46 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachment:
Amendment No. 1
Agreement

DocuSign Envelope ID: 75B366C9-0EBF-4826-A656-DA364B167E36

STUDENT PLACEMENT AGREEMENT
BETWEEN
THE COUNTY OF MONTEREY, BY AND THROUGH
THE COUNTY OF MONTEREY HEALTH DEPARTMENT,
AND
CENTER FOR EMPLOYMENT TRAINING

THIS AGREEMENT is made and entered into this **9th** day of **January, 2024** between **Center for Employment Training - Salinas** ("Institution") and the County of Monterey, on behalf of Monterey County Department of Health ("COUNTY").

A. Institution is committed to service in the community and applied learning experiences for students. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development, and commitment to the community.

B. The mission of the COUNTY is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. COUNTY and Institution recognize the opportunity for meaningful learning experiences for Institution, COUNTY, and students. Institution supports the goals and objectives of the COUNTY program in which students will participate.

D. Health services provided and administered by the COUNTY are governed by but not limited to: Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and Part 164 as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations; California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq.; Lanterman-Petris-Short Act [Welfare and Institutions Code Section 5000 et seq.]; California Code of Regulations, Title 22, § 51009; Confidential Nature of Records; Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq.

The parties agree as follows:

I. INSTITUTION'S RESPONSIBILITIES

A. Student Profile. Institution shall make available to COUNTY a field application student profile which shall include the student's name, address, telephone number, other pertinent information. The COUNTY shall review student applications and select students for internship with the COUNTY. Each student shall be responsible for submitting his or her

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student profile before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. Institution shall notify COUNTY designated staff of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with COUNTY's designee in planning the Program to be provided to students.

D. Records. Institution shall maintain all personnel records for its staff and all academic records for its students. COUNTY will ensure any records kept for student performance are sent to the Institution as proof of student accomplishments.

E. Student Qualifications: Institution shall provide appropriate health and safety training to all students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student in the designated Program. Additionally, Institution shall ensure that: (i) all students have documented training to meet OSHA Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student assigned to the COUNTY meet the COUNTY's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to COUNTY upon request.

F. Health Insurance. Institution shall ensure each student has his or her own health insurance if not provided by the Institution.

G. Student Responsibilities. Institution shall notify students in the program that they are responsible for:

1) Complying with COUNTY's clinical and administrative policies, procedures, rules, and regulations, as outlined in Exhibit A of this Agreement.

2) Arranging for his/her own transportation and living arrangements.

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the COUNTY; refer to Exhibit A for COUNTY training requirements.

4) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum

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experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by COUNTY that complies with applicable state and federal law as defined in Recital D of this Agreement and its implementing regulations.

c) COUNTY shall reasonably assist student in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

5) Complying with COUNTY's dress code and wearing name badges identifying themselves as Student Intern, if specified by COUNTY.

6) Students should be informed and aware of the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19." Students acknowledge and agree to follow all current County health and safety requirements as may be required by local, state and/or federal laws, including the use of Personal Protective Equipment.

7) Insurance requirements. See Section V.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the COUNTY's representative and the Institution's Field Faculty representative and the student.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and COUNTY to evaluate the field experience program provided under this Agreement.

II. COUNTY RESPONSIBILITIES

A. Field Experience. At the COUNTY's discretion, COUNTY shall accept from Institution the student and shall provide the student with a supervised field experience.

B. COUNTY Designee. COUNTY shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. COUNTY shall notify the Institution in advance of any change in the COUNTY's personnel appointments that may affect the student field program.

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C. Access to Facilities. COUNTY shall permit students enrolled in the Program access to COUNTY facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with COUNTY's activities.

D. Records and Evaluations. COUNTY shall maintain complete records and reports on student's performance and provide an evaluation to Institution on forms the Institution shall provide.

E. Withdrawal of Students. COUNTY shall have the right to immediately terminate a student's placement/assignment if student who, in the judgment of the COUNTY, is not participating satisfactorily or refuses to follow the COUNTY's administrative policies, procedures, rules and regulations, including but not limited to inappropriate behavior, dress and/or hygiene, and non-compliance with the use of Personal Protective Equipment, as may be required by health and safety protocols. COUNTY shall immediately notify the student and the Institution by telephone or in person. The student and representative(s) of the Institution may meet the COUNTY to determine whether the student will be reinstated in the internship assignment at the COUNTY, and if so, upon terms and conditions determined by COUNTY to be appropriate.

F. Emergency Health Care/First Aid. COUNTY shall, on any day when a student is receiving training at its facilities, ensure student has access to emergency health care or first aid for accidents occurring in its facilities at Institution and/or student expense.

G. COUNTY's Confidentiality Policies. As trainees, students shall be considered members of COUNTY's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to COUNTY's policies respecting confidentiality of medical information (as defined in Recital D). If Institution suspects a breach of any of these policies, Institution must notify the COUNTY Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages from the Institution.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF STUDENTS

Institution represents that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of Institution or of the COUNTY for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of COUNTY's "workforce" for purposes of Recital D compliance and COUNTY policies and procedures. If the student is a paid employee of the

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COUNTY, the student will be covered under the COUNTY's insurance policies, including Workers' Compensation, to the extent available to other employees.

V. INSURANCE

The Institution and COUNTY mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and COUNTY may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

The Institution shall maintain or shall cause each student to maintain professional liability, public liability, and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the trainee's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement.

In addition, Institution shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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.

The Institution shall provide commercial general liability and automobile liability Endorsement(s) naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Institution'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 Institution's insurance.

Student Automobile liability insurance, students who drive to/from any clinical work location, must provide proof of valid California driver's license for in-state students or other valid state driver's license for out-of-state students and proof of insurance.

Workers' Compensation Insurance, if Institution employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's

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Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

Except for ten (10) days' notice of non-payment, the Institution and the COUNTY will require thirty (30) days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

VI. INDEMNIFICATION.

A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "COUNTY"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Institution and/or its officers, agents, employees, students, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the COUNTY and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The Institution shall reimburse the COUNTY for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.

B. The County shall indemnify, defend, and hold harmless Center for Employment Training (hereinafter "Institution"), its officers, agents, employees, students, or subcontractors from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by County and/or its officers, agents, employees, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the INSTITUTION and/or its officers, agents, employees, students, and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the INSTITUTION. The COUNTY shall reimburse the INSTITUTION for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the INSTITUTION under this Agreement.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until **June 30, 2028.**

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon thirty (30) days' advance written notice by one party to the other.

VIII. GENERAL PROVISIONS

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A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph G, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph G, to the extent it provides that students are members of COUNTY's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

Center for Employment Training
CEO/President
701 Vine Street
San Jose, CA 95110
Phone: 408-534-5413

County of Monterey, Department of Health
Director, Department of Health
1270 Natividad
Salinas, CA 93906
Phone: 831-755-4500

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IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

INSTITUTION

DocuSigned by:
By: Hermelinda Sapien
EDC0CD71F3A640A...
Name: Hermelinda Sapien
Title: CEO/President
Date: 11/21/2023 | 8:38 AM PST

COUNTY OF MONTEREY

By:_____
Name:
Title: Director of Health Services
Date:_____

APPROVED AS TO LEGAL FORM:

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Deputy County Counsel
Date: 12/7/2023 | 8:03 PM PST

APPROVED AS TO RISK PROVISIONS:

By:

Risk Management

Date:

DocuSign Envelope ID: 75B366C9-0EBF-4826-A656-DA364B167E36

EXHIBIT A

The County of Monterey Department of Health (MCH) policies/procedures listed below indicate the pertinence to this specific internship. The County of Monterey Department of Health reserves the right to amend the policies/procedures below and add additions as needed.

The following is a list of activities students must complete to become/remain an Intern:

I. **Pre-Boarding** (After Student is Matched but *Before* Student is Accepted as a MCH Intern)

a. Complete Intern Application
b. Pass Live Scan
c. Provide DMV Printout
d. Provide Driver's License
e. NPI number (for interns who will provide clinical services)

II. **On-Boarding**

a. Health Department Human Resources (HD HR) Orientation – First day of Internship
    i. Review and sign the following policies
        1. Drug Free Workplace
        2. HIV/AIDS
        3. Asbestos Notification
        4. Vehicle Use*
        5. Discrimination and Sexual Harassment
        6. Smoke Free
        7. Information Technology Appropriate Use
        8. Protected Information
    ii. Complete TB Blood Draw
b. By end of first week of Internship review and sign the following policies
    i. Confidentiality*
    ii. Compliance

Items followed by an asterisk * require Interns to take and pass an on-demand course within the first week of their on-boarding.

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Introduced: 12/18/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Director of Health Services or designee to execute the Student Placement Agreement ("Agreement") with the Center for Employment Training ("CET") for the placement of nursing students within the Health Department to complete internship/externship assignments as part of their respective field of education and service-learning requirements, for a term of January 9, 2024, to June 30, 2028; and
b. Approve the recommendation of the Director of Health Services or designee to accept nonstandard indemnification provisions in the Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize the Director of Health Services or designee to execute the Student Placement Agreement ("Agreement") with the Center for Employment Training ("CET") for the placement of nursing students within the Health Department to complete internship/externship assignments as part of their respective field of education and service-learning requirements, for a term of January 9, 2024, to June 30, 2028; and
b. Approve the recommendation of the Director of Health Services or designee to accept nonstandard indemnification provisions in the Agreement.

SUMMARY DISCUSSION:

The Health Department's Clinic Services Bureau (Health Department) operates ten community clinic sites designated as Federally Qualified Health Center (FQHC), which provide preventive, primary, and specialty medical care services. The Health Department has the ability to provide a learning environment in the clinic for students who require practical field experience education, while also increasing potential to attract future job candidates to the Health Department workforce.

This Agreement with Center for Employment Training (CET) is based on the Board-approved Student Placement Agreement template that was approved by the Board on May 4, 2021, and provides the County of Monterey with standards of policy, procedures, and best practices for student placement. Although the Health Department is requesting modifications to the institution's indemnification provisions to this Agreement, it continues to be the goal of the Health Department to use the template pre-approved by the Monterey County Board of Supervisors for each participating university and/or college to help streamline administrative processing and reduce timeline for execution.

While this work is not directly in support of a Health Department strategic initiative, it is in support of

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one or more of the ten essential public health services, specifically: 4. Mobilize community partnerships and action to identify and solve health problems; and 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed the Agreement as to form. Risk Management has reviewed as to risk provisions.

FINANCING:
There are no fiscal provisions included in this Agreement.

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: Daniel Garcia, Management Analyst I, 796-1293

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date 12/20/2023 | 3:43 PM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
Student Placement Agreement

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EXHIBIT A-1
SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
And
Steris Corporation, Inc.

This Exhibit A shall be incorporated by reference as part of Agreement attached hereto governing work to be performed under the attached referenced Agreement, the nature of the working relationship between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **Steris Corporation**, (hereinafter referred to as CONTRACTOR) and specific obligations of the CONTRACTOR.

A. Scope of Services

CONTRACTOR will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services.

A.1 The services for equipment will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("normal working hours"). Any service not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth: Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours.

The Equipment List indicates the frequency of the calibration services that is included in the Services as defined below:

Exclusions -The Services do not include the following:
(i) Equipment overhauls, welding, rebuilds, upgrades and/or relocations, door assemblies, light cameras, surgical monitors or recorders not purchased from STERIS, generators, water tanks, reservoirs, surgical table shrouds, SYSTEM 1e trays and monochrome display. For life sciences COUNTY, all pumps, transducers, or components with a sales price greater than $5,000.
(ii) Consumable and expendable items including, but not limited to, filters, cleaning agents, biological and chemical indicators, recording charts, paper, ink pens, ribbons, pen arms, surgical lamps, light handles, batteries, and all hydraulic oils.
(iii) Surgical table accessories, hand controls, arm boards, x-ray tops, table pads
(iv) Visits made at COUNTY's request to perform services on equipment which was not available or which could not be located;
(v) Services requested by COUNTY due to failure of defective accessory items;
(vi) Services or parts requested by anyone other than STERIS, unless authorized in writing by STERIS;
(vii) Parts, manuals and/or labor found necessary to bring equipment up to normal operating condition during the Pre-PM Inspection, provided that if COUNTY does not wish to bring the

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equipment up to normal operating condition, STERIS will delete the equipment from the equipment list;

(viii)Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party or other acts beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required;

(ix) Parts or labor required for recall or safety-oriented modifications to non-STERIS equipment;

(x) Any repairs which are estimated by STERIS to cost in excess of 50% of the unit's current value (STERIS will provide COUNTY with a written estimate in such cases);

(xi) Services performed outside of normal working hours, unless work outside normal working hours is provided for in the equipment list; and

(xii) Service lines, shut off valves, disconnect switches or other components not a part of the equipment unless otherwise specified.

(xiii) Any parts for equipment that is not designated as parts inclusive on the equipment list; and

(xiv) Unless the 1st Year Preventive Maintenance Option listed on Attachment A is selected by the COUNTY, preventive maintenance during the warranty period for capital equipment is not covered by this Agreement and is available through a separate agreement with STERIS.

(xv) All oil changes in excess of the quantity of (2) for all V-PRO units with a standard maintenance agreement are billable events to be charged at then current parts and labor rates. Oil changes above the standard quantity of (2) may be included in the maintenance agreement for an additional fee.

(xvi) STERIS's obligation to provide the Services will be relieved during the term if access to parts are no longer available to support product or the product is obsolete from a parts and labor coverage level. COUNTY will be given the option to reduce the coverage to labor only for the remainder of the term.

A.2 Additions or Deletions of Equipment:

(a)Additions or deletions of equipment to or from the equipment list may be made, subject to both the inspection contemplated by Section 6(b) below and to the advance written agreement of both STERIS and COUNTY. Deletions may be made only where equipment has been taken out of service. If COUNTY elects to keep an item of equipment in service after STERIS has determined that the item can no longer be effectively or safely maintained, COUNTY will assume full responsibility for that decision and will defend and indemnify STERIS for any claims or liability arising from the condition or use of that item including any personal injuries to or death of any employees of COUNTY or STERIS.

(b) Prior to the addition of any equipment to the equipment list, an amendment would be done with mutually agreed upon terms, a Pre-PM inspection may be required to verify that the equipment is operating in accordance with the manufacturer's original equipment specifications (the "Pre-PM Inspection"). The Pre-PM Inspection will be at COUNTY's expense and included in the costs of the Amendment to the current Agreement.

(c)If ProConnect Remote Monitoring is included in this agreement, it will be enabled on any equipment added to the agreement that is capable of supporting this feature. Remote monitoring will be enabled as part of the next scheduled service visit, where applicable.

A.3 9. COUNTY's Responsibilities:

(a) Access to Equipment - COUNTY shall provide STERIS's personnel with free and safe access to the equipment on each date that service calls are made pursuant to this Agreement and shall assist STERIS's representative in any reasonable manner (including the provision of appropriate

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services such as electrical power, water, etc.) in said representative's performance of the Services. COUNTY will make all Equipment available for the Services as scheduled. STERIS will not be responsible for providing the services for equipment that is not made available. COUNTY shall be responsible for paying any and all fees or costs associated with security or other facility access requirements. STERIS shall only provide information that it deems reasonable and appropriate to secure access to the facility.

(b) INTENTIONALLY OMITTED

(c) Employee Training - COUNTY acknowledges that it is the responsibility of COUNTY for ensuring that all personnel permitted to operate the equipment will be adequately trained and supervised and that the equipment will be operated in compliance with the manufacturer's instructions and all applicable laws, rules, regulations and/or standards.

(d) INTENTIONALLY OMITTED

(e)Unauthorized Repair Personnel - COUNTY will permit only STERIS representatives, or any other party acting on behalf of STERIS, to make repairs or to replace parts of the Equipment.

(f) INTETIONALLY OMITTED

(g) Hazard Communication - COUNTY will provide STERIS with information as to all known hazards or hazardous materials which STERIS's personnel may encounter when working on Equipment and in the environments within which Equipment is located.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$58,110.40** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

	Equipment Description	Serial #	Location	Agreement Product	Status	Annual Price	Total Line Price	
1	LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT	1297057	Media Room 111	Select Choice Agreement	Comprehensive	$6,503.02	$6,503.02	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 4**							
2	20X20X38 CENT PREVAC STER	31800902	Media Room 111	Select Choice Agreement	Comprehensive	$3,972.24	$3,972.24	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 4**							
3	20X20X38 CENT PREVAC STER	31800902	Media Room 111	NA-Calibration Service Agreement	Calibration	$1,419.47	$1,419.47	
	Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 1							
4	LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT	1297057	Media Room 111	NA-Calibration Service Agreement	Calibration	$1,362.69	$1,362.69	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 1**							
5	STM GENERATOR 440/480V INTEGRAL	35270		Select Choice Agreement	Comprehensive	$3,577.64	$3,577.64	
	Start Date 01/01/2021 **End Date** 12/31/2021 **No. of Annual Inspections - 4**							
	No. of items to be inspected: 5 Billing Frequency: Quarterly							

First Year Amount-2021	$16,835.06
Second Year Amount-2022	$17,340.11
Third Year Amount-2023	$17,340.11
Total Agreement Amount	$51,515.28

		Preventatative Maintence for existing Lab 110/250 VAC/Grav BC SD Electric serial#012970507		
	Removal	Total CARE serial #012970507 Lab 110/250 Vac/Grav BC SD Electric - Coverage period: **1/1/2023 to 6/30/2023**	**$**	**(3,349.06)**
	Removal	Total CARE serial #35270 chrom CES Ch10-14 Carbon Steel - 180kw - Coverage period: **1/1/2023 to 6/30/2023**	**$**	**(1,842.49)**
	Addition	Total CARE serial #012970507 Lab 110/250 Vac/Grav BC SD Electric - Coverage period: **7/1/2023 to 6/30/2024**	**$**	**10,383.09**
	Addition	Calibration serial #012970507 Lab 110/250 Vac/Grav BC SD Electric - Coverage period: **7/01/2023 to 6/30/2024** ***Calibration to be completed March 2024.***	**$**	**1,403.57**
		Non taxable total	**$**	**6,595.11**
		Not to Exceed Amount	**$**	**58,110.40**

There shall be no travel reimbursement allowed during this Agreement.

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B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

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

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey Health Department
Public Health Laboratory
Attn: Donna Ferguson
1270 Natividad Road
Salinas, CA 93606
(831) 755-4636
fergusond@co.monterey.ca.us

Invoices shall:

a. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b. Bear the Contractor's name as shown on the agreement.
c. Be submitted monthly
d. Identify the billing and/or performance period covered by the invoice.
e. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

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AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY and Steris Corporation

THIS AMENDMENT No. 1 is made to the AGREEMENT, No. A-15384 by and between **Steris Corporation,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, on June 30, 2021, the County and CONTRACTOR entered into Agreement in the amount of $51,515.28 for the term of January 1, 2021, through December 31, 2023, for the provision of laboratory equipment inspection and maintenance services; and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement term for one additional year through June 30, 2024, to allow services to continue and increase funds by $6,595.12 for a new Agreement amount not to exceed $58,110.40 and replacing Exhibit A due to the extension of laboratory equipment inspection and maintenance services in the Scope of Work.

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

1. **Section 2.0 "PAYMENTS BY THE COUNTY**" shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $51,515.28." and replacing it with "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed $58,110.40."

2. **Section 3.0 "TERM OF AGREEMENT"** shall be amended by removing, "The term of this Agreement is from January 1, 2021, to December 31, 2023, 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 with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement."** and replacing it with "The term of this Agreement is January 1, 2021, to **June 30, 2024**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement."**

3. **EXHIBIT A** – Scope of Services shall be amended for the extension of laboratory equipment inspection and maintenance services. Exhibit A is deleted and replaced in its entirety and attached hereto as EXHIBIT A-1. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

4. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

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5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 30, 2021.

This space left blank intentionally

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No.1 on the day and year written below.

COUNTY OF MONTEREY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E5745456...

Deputy Auditor/Controller

Dated: 12/5/2023 | 1:21 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Marina Pantchenko
65EE9F1502BD412...

Deputy County Counsel

Dated: 12/5/2023 | 12:30 PM PST

Approved:

Director of Health

Dated:

CONTRACTOR

By:

Signature of Chair, President, or Vice-President

Julia Madsen, Senior Vice President and General Manager

Printed Name and Title

Dated: 11/30/2023

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)* Vice President Sales

Brad Sulecki, Vice President Equipment Sales and Service

Printed Name and Title

Dated: 11/30/23

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

DocuSign Envelope ID: 6BF4B24A-FDC4-463C-B062-A08344F893DE

Introduced: 12/13/2023

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 non-standard Amendment No. 1 with Steris Corporation for the purchase of preventative maintenance for existing laboratory equipment LAB 110/250 VAC/Grav BC SD Electric, extending the term an additional year, effective January 1, 2021, through June 30, 2024, and increase the contract amount for a total amount of $58,111; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($5,812) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $63,923.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Amendment No. 1 with Steris Corporation for the purchase of preventative maintenance for existing laboratory equipment LAB 110/250 VAC/Grav BC SD Electric, extending the term an additional year, effective January 1, 2021, through June 30, 2024, and increase the contract amount for a total amount of $58,111; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% ($5,812) of the original amount and does not significantly change the scope of work, total not to exceed a maximum of $63,923.

SUMMARY DISCUSSION:

The Health Department's Public Health Laboratory (PHL) is responsible for providing testing services to identify microorganisms that cause disease including bacteria, fungi, viruses, and parasites. The PHL is a Laboratory Response Network (LRN) and California SARS-CoV-2 Whole Genome Sequencing Initiative called COVIDNet. The PHL provides testing with associated whole genome sequencing for communicable disease surveillance purposes, surge events and other public health emergencies. The PHL also serves as a reference laboratory for local hospitals and health care agencies, particularly with respect to identifying *Mycobacterium*, *Coccidioides*, and *Legionella* species.

The PHL seeks approval to amend an agreement with Steris Corporation for preventative maintenance services of laboratory equipment. Properly functioning instruments are critical to keep laboratory personnel and the public safe from biological hazards, lengthen the life of equipment, reduce contamination, and ensure accurate laboratory results.

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This work supports the Monterey County Health Department 2018-2024 Strategic Plan Goals, specifically: 2. Enhance public health and safety through prevention; and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports three of the ten essential public health services, specifically: 1. Assess and monitor population health status, factors that influence health, and community needs and assets; 2. Investigate, diagnose, and address health problems and hazards affecting the population; and 9. Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Amendment as to legal form. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions.

FINANCING:
This agreement is funded 77% with Public Health Lab fee revenue and 23% Health Realignment. There are sufficient appropriations for this agreement in the Health Department Public Health Bureau's FY 2023-24 Adopted Budget 001-4000-HEA003.

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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

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DocuSigned by:
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Date: 1/3/2024 | 10:45 AM PST

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

On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report
Amendment No.1
Exhibit A
Board Order to Agreement
Agreement

DocuSign Envelope ID: FA7205A0-5E4E-40A7-8280-515D62C0ABFC

Introduced: 12/12/2023

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 non-standard Agreement with the County of Santa Barbara to provide water testing and laboratory analysis upon execution through June 30, 2024, for a total agreement amount of $5,000; and
b. Approve non-standard provisions in the Agreement as recommended by the Director of Health Services or designee; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the amendments do not exceed 10% ($500) of the original contract amount and does not significantly change the scope of work, with a total not to exceed a maximum of $5,500.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with the County of Santa Barbara to provide water testing and laboratory analysis upon execution through June 30, 2024, for a total agreement amount of $5,000; and
b. Approve non-standard provisions in the Agreement as recommended by the Director of Health Services or designee; and
c. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the amendments do not exceed 10% ($500) of the original contract amount and does not significantly change the scope of work, with a total not to exceed a maximum of $5,500.

SUMMARY DISCUSSION:

The County of Monterey Health Department, Public Health Bureau, Consolidated Environmental Laboratory requests approval of an Agreement with the County of Santa Barbara to provide fee-based *E. coli*, coliform, and *Legionella* testing services. The Consolidated Environmental Laboratory is an Environmental Lab Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Environmental Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water. The Consolidated Environmental Laboratory is one of only two local health department laboratories in California certified by the Center for Disease Control and Preventions Environmental Legionella Isolation Techniques Evaluation (ELITE) program.

DocuSign Envelope ID: FA7205A0-5E4E-40A7-8280-515D62C0ABFC

This work supports the County of Monterey Health Department 2018-2024 Strategic Plan Goals: 2. Enhance public health and safety through prevention, and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports two of the ten essential public health services, specifically: 2. Investigate, diagnose, and address health problems and hazards affecting the population, 4. Strengthen, support, and mobilize communities and partnerships to improve health.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:
There is no cost to the County for this agreement. The Health Department collects water testing fees from the County of Santa Barbara based on a Board of Supervisors approved fee schedule.

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: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

DocuSigned by:
293774DBE9524FF...
Date: 1/3/2024 | 10:45 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526
On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report

DocuSign Envelope ID: FA7205A0-5E4E-40A7-8280-515D62C0ABFC

Agreement

DocuSign Envelope ID: F63E7CD3-DCD3-438C-B7AD-A8F05C50F4AB

AMENDMENT NO. 3 TO PLATFORM LICENSE AGREEMENTBETWEEN
COUNTY OF MONTEREY &
CONDUENT HEALTHY COMMUNITIES CORPORATION

THIS AMENDMENT NO. 3 ("Amendment 3"), effective December 11, 2023 (the "Amendment 3 Effective Date"), to the Platform License Agreement No. A-14686 ("AGREEMENT"), for provision of customization, maintenance/support, and training for the Healthy Communities Institute Platform System, is made between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "Client" or "County"), for services at Monterey County Health Department, and Conduent Healthy Communities Corporation (hereinafter referred to as "CHCC") with respect to the following:

WHEREAS, on April 15, 2020, County and CHCC entered into an AGREEMENT in the amount of $70,000 for the term April 15, 2020, through April 14, 2023;

WHEREAS, on May 27, 2021, County and CHCC executed Amendment No. 1 to the AGREEMENT to include additional data analytics of deidentified hospitalization, emergency room, and mental health data to the existing platform license, extend the term of the AGREEMENT through June 23, 2025, increase the total maximum amount of the AGREEMENT by $100,000, and to replace Exhibit A: Statement of Work for the CHCC Platform;

WHEREAS, on September 1, 2022, County and CHCC executed Amendment No. 2 to the AGREEMENT to add Claritas Consumer Expenditures data analytics to the CHCC Platform, increase the maximum amount of the AGREEMENT by $10,000, and replace Exhibit A Statement of Work for CHCC Platform; and

WHEREAS, the County and CHCC wish to further amend the AGREEMENT to include a Data Use Agreement pursuant to Health and Safety Code Section 128766, to authorize CHCC to utilize data collected by County from California Department of Health Care Access and Information (HCAI).

NOW THEREFORE, the County and CHCC hereby agree to amend the AGREEMENT in the following manner:

1. **EXHIBIT C – Data Use Agreement for Non-public Patient Level Data, Health pursuant to Safety Code Section 128766** is hereby added to the AGREEMENT, as attached to this Amendment 3.

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment 3 and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of this Amendment 3 shall be attached to the original AGREEMENT.

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************SIGNATURE PAGE TO FOLLOW***********

IN WITNESS WHEREOF, the parties have executed this Amendment 3 on the dates indicated below.

COUNTY OF MONTEREY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
Jennifer Forsyth
Deputy Auditor/Controller
Auditor-Controller Analyst II
Dated:
11/17/2023 | 2:56 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
Stacy Saetta
Deputy County Counsel
Dated: 11/17/2023 | 12:38 PM PST
Chief Deputy County Counsel.

Director of Health

Dated:

CONTRACTOR

By: DocuSigned by:
William C Nicholson
3703D3C7E856405...
Signature of Chair, President, orVice-President

William C Nicholson VP & General Manager
Printed Name and Title

Dated: 11/14/2023

By: DocuSigned by:
Jeffrey Neiheisel
A34B1F28BCB440D...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Jeffrey Neiheisel Asst. Secretary
Printed Name and Title

Dated: 11/14/2023

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EXHIBIT C

DATA USE AGREEMENT FOR NONPUBLIC PATIENT LEVEL DATA – HEALTHAND SAFETY CODE SECTION 128766
BY AND BETWEEN COUNTY OF MONTEREY, FOR SERVICES AT MONTEREY COUNTY HEALTH DEAPRTMENT AND CONDUENT HEALTHCOMMUNITIES CORPORATION

The Department of Health Care Access and Information ("HCAI") is required to protect patient privacy as stated in Section 128766 of the Health and Safety Code. Any Data disclosures pursuant to this Agreement are required to be consistent with the standards and limitations applicable to limited data sets in Code of Federal Regulations, title 45, section 164.514. Any hospital or health department that receives data shall not disclose that data to any person or entity, except as required or permitted by law. In no case shall a hospital, health department, contractor, or subcontractor reidentify or attempt to reidentify any data received.

This Data Use Agreement ("DUA") is by and between County of *Monterey, on behalf of the Monterey County Health Department ("County") and Conduent Healthy Communities Corporation,* hereinafter referred to as "CHCC".

The nonpublic patient level data provided by HCAI via the County under this Agreement pursuant to Health and Safety Code section 128766 is described in CHCC's Limited Data Request ("Data Request"), for the project titled "Disease Surveillance for Program Evaluation" and is hereinafter termed "Data" and is identified in the Limited Data Request form attached hereto as Attachment 1, and incorporated therein. Per this DUA, the CHCC shall not release, share, or further distribute any Data it receives from HCAI via the County (including any Data containing complete or partial individual patient records).

CHCC acknowledges and agrees that the nonpublic patient level data is subject to relevant state and federal privacy and security laws with which CHCC must comply.

The parties mutually agree that HCAI retains all ownership rights to the Data, and that CHCC does not obtain any right, title, or interest in any of the Data.

CHCC will only use or disclose the Data for the specific limited purposes and in the ways described in the Data Request. CHCC is bound by all statements made in the Data Request. Only those persons/entities identified in the Data Request are permitted to access, receive, or use the Data.

As the recipient of the Data, CHCC agrees that it will:

1. Only use or disclose the Data as stated in its Data Request, or as required by law (e.g., by court order or search warrant).

2. If CHCC wants to add a use, disclosure, or persons/entities to use/receive the Data, CHCC will submit a revised Data Request to County stating and describing the new use/disclosure and identifying any new persons/entities to receive or use the Data.

3. Use appropriate safeguards to prevent unauthorized use or disclosure of the Data including taking measures commensurate with HCAI's requirements documents in the document titled "Required Practices for Safeguarding Access to Confidential Data" and attached hereto as Attachment 2 and incorporated therein.

4. Notify HCAI via the County promptly, but in no event later than three (3) business days from the discovery of a security breach impacting the Data, or of any use or disclosure of the Data not stated in its Data Request.

5. Be responsible for costs incurred by HCAI (data owner), as defined herein, due to any security

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incident resulting from CHCC's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction, or loss, theft, or misuseof an information asset. If the County determines that notice to the individuals whose data has been lost or breached is appropriate, CHCC will bear the reasonable costs associated with the notice. These costs include, but are not limited to reasonable, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data, as mutually agreed to by the parties.

6. County and CHCC to have in place a Business Associate Agreement that meets the requirements of the Code of Federal Regulations, title 45, Part 160 and Part 164.

7. Provide HCAI, via the County, with copies of fully executed data sharing agreements, for any person or entity, other than a member of CHCC's workforce, that will access PHI received by CHCC, including but not limited to CHCC's contractors, subcontractors, or partners. Those agreements shall reference this Agreement between the County and CHCC.

8. Ensure that all its contractors, subcontractors, or partners to whom CHCC provides any of the Data received from HCAI via the County, agree to in writing to comply with all terms of this DUA, including providing proof of destruction of the Data upon completion of the purpose specified in the approved request.

9. Not re-identify or attempt to re-identify the individuals to whom the Data pertains and not to contact any specific individual whose record is included in the Data.

10. Retain the Data for no more than ten (10) years, or as may be mandated by law, from the effective date of this DUA ("retention period"). Should CHCC need additional time beyond retention period, CHCC will need to request an extension from HCAI via the County and provide a justification in writing. CHCC will notify HCAI via the County within 30 days of the completion of the purpose specified in the approved request if the purpose is completed before the retention period. Within 30 days of such notice or the end of the retention period, whichever occurs sooner, CHCC, and any of its Business Associates, contractors, subcontractors, or partners must destroy the Data and send written certification of the destruction to HCAI via the County.

11. CHCC and its Business Associates, contractors, subcontractors, or partners shall not use or retain the Data or any parts thereof, after the initial retention period or agreed upon extended retention period.

12. Present in aggregate form, in which there is no reasonable basis to believe that Data can be used to identify an individual, the final report findings, listing, or publication derived fromthe Data in any manner (e.g., via email, website, manuscript, table, chart, study, report, etc.).

13. CHCC must follow the California Health and Human Services Agency Data De- Identification Guidelines (DDG), incorporated as Attachment 3 to this DUA to determine whether aggregate Data is sufficiently de-identified for reporting and may not report aggregated data if CHCC did not follow the DDG.

14. Any violation of this DUA by CHCC will be subject to appropriate legal action by the State of California. CHCC agrees to indemnify, defend, and hold harmless HCAI and the County from all third-party claims and losses directly resulting from CHCC's breach of a material obligation of this DUA.

15. CHCC acknowledges that criminal penalties under the Data Practices Act (California Civil Code section 1798.56) may apply if it is determined that CHCC willfully requested or obtained the Data under false pretenses.

16. Further, CHCC agrees that any material violations of the terms of this DUA or any of the laws and regulations governing the use of the Data may result in permanent or temporary denial of access to HCAI data for CHCC or any of CHCC's contractors, subcontractors, partners, or other Business Associates.

The undersigned individual hereby attests that they are authorized to enter into this DUA onbehalf of that

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CHCC and agrees to all the terms specified herein.

DocuSigned by:
William C Nicholson
3703D3C7E856405...
Signature

11/14/2023
Date

William C Nicholson
Name – Typed or Printed

VP & General Manager
Title

CONDUENT HEALTHY COMMUNITIES CORPORATION
Company/Organization

Bill.Nicholson@conduent.com
E-Mail

100 Campus Drive, Suite 200
Address

Telephone number

Florham Park, New Jersey, 07932
City, State, Zip

DocuSign Envelope ID: F63E7CD3-DCD3-438C-B7AD-A8F05C50F4AB

ATTACHMENT 1

LIMITED DATA REQUST FORM

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ATTACHMENT 1

Click "Ctrl + P" to print this page

Limited Data Request

Request number - CS0002451

HCAI offers several types of non-public data to licensed California Hospitals and California Local Health Departments. Eligible hospitals and local health departments may request Limited Model Data Sets for Patient Discharge Data, including Inpatient (PDD), Emergency Department (EDD), and Ambulatory Surgery Center (ASD). They may also order Patient Origin/Market Share data (PO/MS), created to assist hospitals and communities facing tremendous budgetary pressures, which makes the need to understand key operating performance issues critical. In addition, there are also Prevention Quality Indicators, a set of measures that can be used with hospital inpatient discharge data to identify quality of care for "ambulatory care sensitive conditions. This is data standardized for the Agency for Healthcare Research and Quality (AHRQ PQI.)

The Limited Data Set includes Inpatient (PDD), Emergency Department (EDD) and Ambulatory Surgery (AS) files. The contents of these files, including descriptions of the variables that they contain, are described in the Non-Public Data Documentation. A cross-referenced list of variables across multiple years is contained in the Master Variable Grid.

All documentation linked on this request form can also be found on the Limited Data Request Landing Page.

§128766 of the Health and Safety Code gives HCAI the legal authority to disclose patient-level data to hospitals, Tribal Epidemiology Centers, local health departments and local health officers, and certain federal agencies conducting a statutorily authorized activity. The law provides that the disclosure be consistent with limited data set standards and limitations under 45 CFR §164.514. Any hospital that receives data under §128766 shall not disclose the data to any person or entity except as required or permitted by the HIPAA medical privacy regulations. The hospital and its contractor(s) are prohibited from re-identifying or attempting to re-identify any information received pursuant to §128766. This form must be completed if you are requesting access to a limited data set from HCAI.

Organization Identification/Eligibility
Contact Information

Health Officer: First Name
Edward

Health Officer: Last Name
Moreno

Name of Project
Disease Surveillance

Organization
Monterey County

Department:
County of Monterey Health Department: Administration

Address
1270 Natividad Road

City
Salinas

State
California

ZIP Code
93906

Health Officer Phone Number
831-755-4595

Health Officer Email Address
morenoel@co.monterey.ca.us

Additional Information
If different from above

☐ Designated Point of Contact

Purpose

Please indicate the purpose for which the data are requested

Data used for research purposes will require a Research Supplement to be attached before the form is submitted.

☒ Public Health ☐ Research

Please describe the specific limited purposes for which the data is requested

Surveillance, production of community assessments, and health briefs

Please explain how the data meets the stated purpose noted above

Data are analyzed for various conditions that may not be reported on in other readily available reports or maybe age-adjusted, for which individual de-identified data are required

Receipt and Use of Data

Data Users Within Organization

County of Monterey Health Department- Administration -Planning, Evaluation, and Policy Unit - Roxann Seepersad - Supervising Epidemiologist
County of Monterey Health Department, Administration - Vicente Lara - Management Analyst III

Will this data be released outside of the organization?

Yes

Please note, you must upload a Business Associates Agreement form or contract before submitting.

Contractors Using Data

Conduent Healthy Communities Corporation (Conduent HCC) - Norwin Espiritu - Director of Research - 100 Campus Drive, Suite 200, Florham Park, NJ 07932 - 510-314-8300 - norwin.espiritu@conduent.com - Inpatient and Emergency Department datasets for CY2014-2022

Contractor Data Security

Conduent Healthy Communities Corporation (Conduent HCC) - All hospital utilization data will be stored on a virtual Windows Server 2016 server hosted by a HIPAA-compliant Amazon Web Service instance. Secure data will reside on an encrypted volume attached to the virtualserver. Our secure data directories of our virtual server are explicitly excluded from our cloud backupsolutions. No off-site backups of the data exist, and the virtual server is not cloned. Copies of patient health datasets will NOT be kept on any portable devices such as external hard drives, USB memory sticks, phones, or laptops under any circumstances. - SAS v9.4software is used to access raw data and calculate statistics from the data - The server can only be accessed by VPN and by specific users (Conduent HCC Research Analysts and IT Staff) with permission to access the secured data. The VPN and server are password-protected. - Access to the computer is logged and available in an audit trail. - Conduent Healthy Communities Corporation employees work remotely and would access the data from the privacy of their homes. Conduent HCC staff are to prevent anyone not authorized to view patient data sets from viewing their workstation. All employee workstations have password controls and automatic logouts after inactivity. - Data is stored electronically on an encrypted Elastic Block Storage volume - All communications between the user and server occur over encrypted channels - Norwin Espiritu, Director of Research Margaret Mysz, Research Associate Cushanta Horton, Research Associate Richard Barnatia, Research Analyst Tim McLaughlin, Senior IT Architect - They are full-time employees of the contractor. Those with a research role are responsible for coordinating, handling, or analyzing patient datasets. Researchers will deliver analysis results to Monterey County Health based on contractual agreements and scope of work. IT personnel are responsible for permitting or restricting access to the virtual server, and for maintaining the server and its software

Requested Data and Data Products

Indicate the database(s) and/or product(s) and year(s) of data you are requesting

Please Note: *Non-patient level data products developed using Limited Data Set confidential data are also available. Although these products are not patient level data, they are not de-identified and the requester must agree to treat the information they contain as Protected Health Information (PHI).*

☒ Patient Discharge Data (PDD)

Desired PDD Data Set

A Data Justification Grid is required if you select a Custom Data Set. The Data Justification Grid can be found here.

☒ Model Data Set (MDS) ☐ Custom Data Set

PDD Years Desired

Enter each year desired, separated by commas. No other format will be accepted.

2014,2015,2016,2017,2018,2019,2020,2021,2022

☒ Emergency Department Data (EDD)

Desired EDD Data Set

A Data Justification Grid is required if you select a Custom Data Set. The Data Justification Grid can be found here.

☒ Model Data Set (MDS) ☐ Custom Data Set

EDD Years Desired

Enter each year desired, separated by commas. No other format will be accepted.

2014,2015,2016,2017,2018,2019,2020,2021,2022

☒ Ambulatory Surgery Data (ASD)

Desired ASD Data Set

A Data Justification Grid is required if you select a Custom Data Set. The Data Justification Grid can be found here.

☒ Model Data Set (MDS) ☐ Custom Data Set

ASD Years Desired
Enter each year desired, separated by commas. No other format will be accepted.
2014,2015,2016,2017,2018,2019,2020,2021,2022

☐ Additional Products (PO/MS, AHRQ)

Statewide or Geographic Subset of Data Set(s) or Products
Please select the subset of data you are requesting
☐ Statewide Data Sets ☒ Geographic Subset Data Set or Product by county(-ies) or ZIP Code(s)

Describe and explain the set of Geographic Subset Data you are requesting
Spatial and residents of Monterey County, by including both types of individuals, we can assess residents 'burden of disease or incidence in the County as needed, depending on the analysis question.

Desired Data Set Format(s)
Indicate the format you prefer for your Data Set
☒ SAS (PROC Format Code Included) ☐ Comma Delimited with Labels ☐ Comma Delimited

Final Products
Will the requested data be used in any of the following ways?
☒ Geographic Information System (GIS)

Describe how this data will be used in relation to GIS
Analyses may include summarizing county data by ZIP Codes, linking to a ZIP Code layer file, and presenting data on maps. OSHPD patient counts aggregated to the ZIP code level may be layered with Monterey county zip codes.

Combination/merge/coordination with other data set(s) or databases
☒ Combination/merge/coordination with other data set(s) or databases

Describe how, including a description of the data variables within other data sets or databases
OSPHD patient counts aggregated to the ZIP code level may be layered with Monterey County ZIP attributes, generally available through US Census, such as education, income, age, and gender.

Linked patient-level information
☐ Describe the method for linking patient-level data across years/datasets

What final product(s) will be developed from this project?
Please Note: *Patient-level data cannot be contained in any product that is distributed beyond the requestor.*
Community Health Assessments, health briefs, internal reports for Health Officer or Director data requests, and public-facing data reports on Monterey County Data Share Platform (powered by Conduent LLC). For data shared with the contractor (Conduent), rates will be calculated for the following causes: asthma, community-acquired pneumonia, heart failure, hypertension, COPD, dehydration, diabetes, hepatitis, hip fractures, immunization-preventable pneumonia and influenza, urinary tract infections, unintentional falls, alcohol use, substance use, intentional self-harm, and mental health. Rates for additional causes may be calculated dependent upon the benefit to Monterey County Health and its partners

Describe how you will treat small cells to avoid identifying individuals
Our policy is to aggregate data by year, demographic strata (i.e. age groups), and /or geographic region to increase cell size. When this method is not possible or does not adequately address the small cell the data is excluded from reporting. For data utilized by the contractor, three calendar years of data will be combined to calculate values for 3-year aggregate periods at the county level–with subpopulation rates by age group, gender, and race/ethnicity–and at the ZIP code level (with no subpopulation rates). All rates will be age-adjusted, except for the age group-specific rates that will be unadjusted. Population estimates from Claritas Pop-Facts® Demographics are used for all population denominators. County rates will be suppressed and not displayed if there are fewer than 12 cases for any of the above-listed causes of hospitalizations or ER visits. Subpopulation rates and ZIP codes rates will be suppressed and not displayed if the denominator population is less than 300 or if there are fewer than 12 cases for any of the above-listed causes of hospitalizations or ER visits. Additionally, rates by race/ethnicity for indicators specific to adolescents will be suppressed if the denominator population is 20,000 or less. Case counts for any geographic level will not be displayed or provided.

Data Security
Requesting Department
See the Appendix Security Guidelines Recommended Practices for Safeguarding Access to Confidential Data. These guidelines are an example of the information needed in the security sections below. Please be very specific about the data security.

Describe the security measures under which you propose to use, maintain, and store the requested data. Address each of the main categories below.

System on which the data will reside (Standalone computer, host-based, networked, etc.)
Data will be processed on two different computers, which are both networked within Monterey County Health Department requiring VPN and user specific permissions over encrypted channels. Conduent HCC will store data virtual server hosted by HIPAA-compliant Amazon Web Services., which is only accessible by VPN and by specific user permissions over encrypted channels

Hardware/Software (Antivirus, anti-spyware, firewall, etc.) on department systems
The County of Monterey network security currently includes Windows Defender (with automatic security updates), Splunk, and carbon Black to monitor and audit potential malicious activity on the network and Microsoft product security. Microsoft antivirus, anti-spyware, and firewall software are installed and used on Conduent's AWS server

Access Controls (password requirements and safeguards, VPN use, WiFi use, file sharing, logs, etc.)
Access is restricted to authorized users only. The computers are password protected with a password of at least fifteen characters in length and contain at least one alphanumeric character and one symbol. Log-in as requires two-factor authentication to verify access to authorized users. Files are only shared with authorized users with appropriate access. Authorized user includes Contractor- Conduent HCC. On the contractor's end,all hospital utilization data will be stored on a virtual server hosted by HIPAA-compliant Amazon WebServices. The server can only be accessed by VPN and by specific users (Conduent HCC Research Analysts and IT Staff) with permission to access the secured data. The VPN and server are password-protected. All communications between the user and server occur over encrypted channels. Access to the computer is logged and available in an audit trail. Conduent staff can only use work-issued computers to access the server.

Physical Environment (monitor position, printer location, screen saver, etc.)
For LHD, The two computers are in separate locked offices. The offices are located in a restricted, non-public area that can only be entered with an electronic pass and door key. Visitor access is monitored. The monitors are positioned away from the door entry and are only accessible via password for log-in entry. Monitors are locked when not in use and screen savers are automatically triggered when no activity is detected after 5 minutes. To bypass the screen savers for access a password must be entered. . Remote staff with specific privileges to the data would access the data from the privacy of their homes through a VPN with multifactor authentication processes in place. County staff are to prevent any unauthorized viewers and uses of the data from their workstation, even when working remotely. All remote staff are equipped with privacy screens for their computers, which are to be facing away from windows or anyone passing by the work station at home. Computers are set to lock within 5 minutes of inactivity but employees are also advised to lock computers before walking away. For Conduent HCC, access is limited only to specific users in a restricted environment, and access to the computer is logged and available in an audit trail. Conduent Healthy Communities Corporation employees who work remotely and would access the data from the privacy of their homes. Conduent HCC staff are to prevent anyone not authorized to view patient data sets from viewing their workstation. All employee workstations have password controls and automatic logouts after inactivity.

Data Storage (e.g. removable media storage, hard drive encryption, backups of data, etc.)
For LHD, Data is not stored on local hard drives. Network files are restricted to authorized users only. Data cannot be removed or downloaded from a local hard drive onto an external, removal media storage. Backups of the data are only available on a secured SQL server which is limited to authorized users only. Copies of patient health datasets will NOT be kept on any portable devices such as external hard drives, USB memory sticks, phones, or laptops under any circumstances. For the Contractor, data is stored electronically on an encrypted Elastic Block Storage volume. All communications between the user and server occur over encrypted channels. Secure data will reside on an encrypted volume attached to the virtual server. The secure data directories of our virtual server are explicitly excluded from the cloud backup solutions. No off-site backups of the data exist, and the virtual server is not cloned. Copies of patient health datasets will NOT be kept on any portable devices such as external hard drives, USB memory sticks, phones, or laptops under any circumstances.

Encryption used on data storage drives
Monterey County Policy requires that all mobile devices that store protected information are encrypted. All protected data transmission is encrypted and supported by policies/procedures. Conduent HHC requires data to be stored electronically on an encrypted Elastic Block Storage volume and for all communications between the user and server to occur over encrypted channels.

Additional Notes
Please provide any additional notes you may have
Request CS0002236 expired due to time-lapse. This is being submitted to complete the data request. 2022 data released on 10/3- added year to request.

Acknowledgments and Signatures

DS ElM **Under HIPAA, limited data sets are Personal Health Information (PHI).**

DS ElM **The HIPAA Medical Privacy Rule applies to all limited data sets that I receive under this application.**

DS ElM **I agree to protect all nonpublic data products received from HCAI, even if they do not contain patient level data, and to treat these products as PHI.**

DS ElM **Any data I receive pursuant to this request will be maintained in a secure environment.**

N/A **If applying for data to use within an ACE, I certify that the applicant is an ACE.**

Edward L Moreno	DocuSigned by: Edward L Moreno 941D7DB7DA784FA...	10/20/2023 | 8:46 AM P
Name of Health Officer (printed)	**Signature of Health Officer**	**Date**

DATA USE AGREEMENT FOR NONPUBLIC PATIENT LEVEL DATA – HEALTH AND SAFETY CODE SECTION 128766

The Department of Health Care Access and Information (HCAI) is required to protect patient privacy as stated in Section 128766 of the Health and Safety Code. Any data disclosures pursuant to this Agreement are required to be consistent with the standards and limitations applicable to limited data sets in Code of Federal Regulations, title 45, section 164.514. Any hospital or health department that receives data shall not disclose that data to any person or entity, except as required or permitted by law. In no case shall a hospital, health department, contractor, or subcontractor reidentify or attempt to reidentify any data received.

This Agreement is by and between HCAI and *County of Monterey Health Department,* hereinafter termed "Requestor."
The nonpublic patient level data provided by HCAI under this Agreement pursuant to Health and Safety Code section 128766 is described in Requestor's Limited Data Request, (Data Request), including any identified attachments, Request No. **CS0002451**, dated *2023-10-10*, for the project titled "Disease Surveillance for Program Evaluation" and is hereinafter termed "Data." This Data Request is hereby incorporated by reference into this Agreement. This Agreement supersedes all prior data use agreements between Requestor and HCAI and Requestor and the Office of Statewide Health Planning and Development (OSHPD), HCAI's predecessor.

Per this Agreement, the Requestor shall not release, share, or further distribute any Data it receives from HCAI (including any Data containing complete or partial individual patient records).

The Requestor acknowledges and agrees that the nonpublic patient level data is subject to relevant state and federal privacy and security laws with which Requestor must comply.

The parties mutually agree that HCAI retains all ownership rights to the Data, and that the Requestor does not obtain any right, title, or interest in any of the Data.

Requestor will only use or disclose the Data for the specific limited purposes and in the ways described in its approved request. Requestor is bound by all statements made in the approved request. Only those persons/entities identified in the request are permitted to access, receive, or use the Data.

As the recipient of the Data, Requestor agrees that it will:

1. Only use or disclose the Data as stated in its Data Request, or as required by law (e.g., by court order or search warrant);

    - If Requestor wants to add a use, disclosure, or persons/entities to use/receive the Data, Requestor will submit a revised Data Request stating and describing the new use/disclosure and identifying any new persons/entities to receive or use the Data;

2. Use appropriate safeguards to prevent unauthorized use or disclosure of the Data including taking measures commensurate with HCAI's "*Recommended Practices for Safeguarding Access to Confidential Data*" incorporated by reference into this Agreement;

3. Notify HCAI immediately (no later than 24 hours) of the discovery of a security breach impacting the Data, or of any use or disclosure of the Data not stated in its Data Request;

4. Be responsible for all costs incurred by HCAI (data owner) due to any security incident resulting from the Requestor's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction, or loss, theft, or misuse of an information asset. If the contractor experiences a loss or breach of data, the Requestor shall immediately report the loss or breach to the data owner. If the data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the Requestor will bear any, and all costs associated with the notice or any mitigation selected by the data owner. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data;

5. Provide HCAI with a Business Associate Agreement that meets the requirements of the Code of Federal Regulations, title 45, Part 160 and Part 164, for any person or entity, other than a member of the Requestor's workforce, that will access PHI received by Requestor, including but not limited to Requestor's contractors, subcontractors, or partners;

6. Provide HCAI with copies of fully executed data sharing agreements, for any person or entity, other than a member of the Requestor's workforce, that will access PHI received by Requestor, including but not limited to Requestor's contractors, subcontractors, or partners. Those agreements shall reference this Agreement between the Requestor and HCAI;

7. Ensure that all of its contractors, subcontractors, or partners to whom Requestor provides any of the Data received from HCAI, agree in writing to comply with all terms of this Agreement, including providing proof to the Requestor of destruction of the Data upon completion of the purpose specified in the approved request or at the end of the retention period, whichever occurs first;

8. Not re-identify or attempt to re-identify the individuals to whom the Data pertains and not to contact any specific individual whose record is included in the Data;

9. Retain the Data for no more than ten years from year Data was collected (e.g., data collected in 2013, reported in 2014, shall be destroyed at the end of 2023) or pursuant to retention periods specifically authorized in the Data Request. Requestor will notify HCAI within 30 days of the completion of the purpose specified in the approved request if the purpose is completed before the end of the retention period. Within 30 days of such notice or the end of the retention period, whichever occurs first, Requestor, and any of its Business Associates, contractors, subcontractors, or partners shall destroy the Data and send written certification of the destruction to HCAI. Requestor and its Business Associates, contractors, subcontractors, or partners shall not use or retain Data or any parts thereof, after the retention period and all data not specifically identified in the Data Request, including data obtained through prior data requests submitted to HCAI and/or OSHPD, shall be destroyed immediately. By signing this agreement, Requestor attests that Requestor is in full compliance with the data destruction requirements as stated in this Agreement.

10. Present in aggregate form, in which there is no reasonable basis to believe that data can be used to identify an individual, the final report findings, listing, or publication derived from the Data in any manner (e.g., via email, website, manuscript, table, chart, study, report, etc.).

    - Requestor must follow the California Health and Human Services Agency Data De-Identification Guidelines (DDG) to determine whether aggregate data is sufficiently

de-identified for reporting and may not report aggregated data if User did not follow the DDG;

11. Termination for Cause. Upon HCAI's knowledge of a material breach or violation of this Agreement by Requestor, HCAI may provide an opportunity for Requestor to cure the breach or end the violation and may terminate this Agreement if Requestor does not cure the breach or end the violation within the time specified by HCAI. HCAI may terminate this Agreement immediately if Requestor has breached a material term and HCAI determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, Requestor must destroy all the Data provided under this Agreement. The provisions of this Agreement governing the privacy and security of the Data shall remain in effect until all the Data is destroyed and HCAI receives a certificate of destruction from Requestor.

Any violation of this Agreement by Requestor will be subject to appropriate legal action by the State of California. Requestor agrees to indemnify, defend, and hold harmless HCAI from any and all claims and losses accruing to any person, organization, or other legal entity resulting from its violation of this Agreement.

Requestor acknowledges that criminal penalties under the Data Practices Act (California Civil Code section 1798.56) may apply if it is determined that any person willfully requested or obtained the Data under false pretenses.

Further, the Requestor agrees that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of the Data may result in permanent or temporary denial of access to HCAI data for Requestor or any of Requestor's contractors, subcontractors, partners, or other Business Associates.

The undersigned individual hereby attests that they are authorized to enter into this Agreement on behalf of that Requestor and agrees to all the terms specified herein.

DocuSigned by:
Edward L Moreno
941D7DB7DA784FA...

Signature	*Date*
Edward Moreno	Health Officer
Name – Typed or Printed	*Title*
County of Monterey Health Department	morenoel@co.monterey.ca.us
Company/Organization	*E-Mail*
1270 Natividad Road	831-755-4595
Address	*Telephone number*
Salinas, CA 93906	
City, State, Zip	

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ATTACHMENT 2

Required Practices for Safeguarding Access to Confidential Data

The Department of Health Care Access and Information (HCAI) has additional requirements to the CPHS requirements. These requirements apply to all researchers, their contractors, and subcontractors.

If the researcher demonstrates that he or she is unable to comply with any of the requirements below, the researcher may request an exception from these requirements. An exception will only be granted if the researcher can demonstrate that adequate alternative measures have been taken to minimize risks to justify the exception.

General Safeguards

1. The researcher must provide a plan sufficient to protect personal information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect personal information from reasonable anticipated threats to the security or confidentiality of the information.
2. The researcher must provide sufficient written assurances that the personal information will not be reused or disclosed to any other person or entity, or used in any manner, not approved in the research protocol, except as required by law or for authorized oversight of the research project.
3. The researcher must provide a sufficient plan to destroy or return all personal information as soon as it is no longer needed for the research project, unless the researcher has demonstrated an ongoing need for the personal information for the research project and has provided a long-term plan sufficient to protect the confidentiality of that information.
4. Researchers must state whether data/samples will be destroyed or returned as soon as it is no longer needed for the research.
5. Researchers must provide proof of destruction to HCAI certifying data has been destroyed or returned.

Administrative Safeguards

1. All research staff with access to data shall have training on Privacy and Data Security. Research teams shall hold any confidentiality statements related to general use, security, and privacy for the full term of the research project.
2. Researchers should have proper vetting either through reference checks or background checks for any person who has access to data.
3. Researchers should ensure that data will not be provided to any unauthorized person or reused for any other purposes other than what is originally approved.
4. Researchers shall take appropriate precautions to ensure that data cannot be used to personally identify individuals.
5. Researchers must request an alternative to SSN for unique identifiers.
6. All data requested shall only be the minimum data needed to complete the study.
7. Access to the data will be limited to those performing the research.
8. HCAI requires that no cell (and no statistic based on a cell of) 11 or less may be used reporting aggregate data.

Physical Safeguards

1. Researchers must describe how facilities which store data in paper or electronic form, have controlled access procedures, and 24-hour guard or monitored alarm.
2. Researchers should indicate whether identifiers will be stored separately from analysis data.

Technical Safeguards

1. Researchers must describe how all computers that contain data will have full disc encryption that uses FIPS 140-2 certified products.

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2. All data on removable media devices (e.g. USB thumb drives, CD/DVD, smartphones, backup tapes) will be encrypted with software which is a FIPS 140-2 certified product.
3. Researchers should indicate how all workstations, laptops and other systems that process and/or store data have security patches applied in a reasonable time frame (include the frequency).
4. Researchers must explain how all transmissions of electronic data outside the secure internal network (e.g., emails, website access, and file transfer) are encrypted using software which is a FIPS 140-2 certified.
5. Researchers must describe how all password controls are in place to protect data stored on workstations, laptops, servers, and removable media and should follow a minimum of 14 characters with at least one capital letter, one small letter, one number and one special character.
6. Researchers must provide what security antivirus controls are in place by product name and current version.
7. Researchers must describe methods of secure wiping, degaussing, or physical destruction to be used when disposing of electronic data in accordance with NIST Guidelines for Media Sanitization NIST Special Publication 800-88 Revision 1.
8. HCAI provided data is not allowed to be published or accessible to the Internet.

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ATTACHMENT 3

Data De-Identification Guidelines (DDG)

California Health and Human ServicesSeptember 23, 2016

Version 1.0

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Revision History

Version	Date	Author	Brief Description of Changes
0.1	5/26/15	L. Scott	Initial draft for review which was based on the DHCS PAR-DBR Guidelines dated 8/25/14 andconversations at the CHHS Data De- identification Workgroup meetings.
0.2	6/29/15	L. Scott	Additions made based on feedback: • CHHS Data De-identification Workgroup meetings on May 27, 2015 and June 8, 2015 • Department specific meetings
0.3	8/5/15	L. Scott	Additions and changes based on feedback from all departments with specific written comments from CDPH, OSHPD, DCSS, CDSS, MHSOAC.
0.4	1/22/16	L. Scott	Revisions based on recommendations from: • NORC • CHHS DDG Workgroup • CHHS Risk Management Subcommittee andassociated Legal and Privacy Workgroup • Specific written comments from CDPH,CDSS
0.5	3/18/16	L. Scott	Revisions based on comments from CDPH,CDSS, OSHPD, DHCS.
0.6	4/4/16	L. Scott	Revisions based on feedback from anddiscussion with the Data Subcommittee
0.7	5/3/16	L. Scott	Revisions based on feedback from anddiscussion with the Data Subcommittee
0.8	6/17/16	L. Scott	Revisions based on direction from the CHHS Governance Advisory Council and input from theCHHS Risk Management Committee
0.9	7/5/16	P. Cervinka	Revisions based on clarification from the CHHSGovernance Advisory Council
0.10	7/11/16	L. Scott	Formatting and citations edits to be consistentwith previous version 0.8
1.0	9/23/16	L. Scott	Revisions based on direction from the CHHSUndersecretary. Approved as Version 1.0 forimplementation.

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1) Purpose

The California Health and Human Services Agency (CHHS) Data De-identification Guidelines (DDG) describes a procedure to be used by departments and offices in the CHHS to assess data for public release. As part of the document, specific actions that may be taken for each step in the procedure are described. These steps are intended to assist departments in assuring that data is de-identified for purposes of public releasethat meet the requirements of the California Information Practices Act[1] (IPA) and the Health Insurance Portability and Accountability Act[2] (HIPAA) to prevent the disclosure ofpersonal information.
Additionally, the DDG support CHHS governance goals to reduce inconsistency of practices across departments, align standards used across departments, facilitate therelease of useful data to the public, promote transparency of state government, and support other CHHS initiatives, such as the CHHS Open Data Portal.

2) Background

CHHS implemented an agency-wide governance structure in October, 2014. The governance structure acts both in a decision-making and advisory capacity to Agency leadership and its departments and offices. Implementation of the governance framework supports information technology (IT) initiatives that are more tightly aligned with meeting business objectives, enhanced project prioritization and improved strategicIT investment decisions. The Executive Sponsor is the Undersecretary of CHHS. The Advisory Council consists of representatives of senior leadership from departments andoffices in the Agency. There are five subcommittees that report to the Advisory Council,which include the Portfolio, Procurement, Infrastructure, Risk Management and Data Subcommittees. The Data De-identification Workgroup was convened by the Data Subcommittee with representation from all departments and offices in CHHS.
CHHS is engaged in improving transparency and public reporting through the Open Data Portal. As described in the CHHS Open Data Portal Handbook, not all data is suitable for use on the open data portal. Data is Publishable State Data if it meets one of the following criteria: (1) data that are public by law such as via the Public Records Act[3] (PRA) or (2) the data are not prohibited from being released by any laws, regulations, policies, rules, rights, court order, or any other restriction. Data shall not be

[1] Civ. Code § 1789 et seq.

[2] HIPAA Privacy Rule is located at 45 CFR Part 160 and Subparts A and E of Part 164

[3] Gov. Code 6250 et seq.

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released if it is restricted due to the HIPAA, state or federal law. Data tables may fallinto one of three categories:[4]

- Level One: Data tables that can be released to the public and published withoutrestriction;
- Level Two: Data tables that have some level of restriction or sensitivity but currently can be made available to interested parties with a signed data useagreement; or
- Level Three: Level three data are restricted due to HIPAA, state or federal law.These data will NOT be accessible through the CHHS Open Data Portal.

Data can change from being Level 3 to Level 1 if appropriate de-identification processesare employed. The CHHS DDG described in this document will support departments and offices in the evaluation of data to determine whether it has been adequately de- identified so that it can be considered Level 1.

3) Scope

Data de-identification practices will be implemented by each department and office (further referred to as department) in the agency. This DDG is the default policy for CHHS departments. If a CHHS department wants to create a department DDG, it musthave appropriate references to departmental processes and the department must file acopy of their DDG with the Office of the Agency Information Officer (OAIO). For example, the Legal Review process and the Departmental Release Procedures for De- Identified Data require additional information to describe these steps within each department. Additionally, a department with programs not covered by HIPAA will not require specific HIPAA references. A department must request DDG consultation from the CHHS peer review team (PRT), described in Section 8: DDG Governance prior to implementation. The PRT is available to review the department's documentation to ensure it is consistent with the principles of the CHHS DDG and meets requirements ofthe California IPA.

The CHHS DDG is focused on the assessment of aggregate or summary data for purposes of de-identification and public release. Aggregate data means collective datathat relates to a group or category of services or individuals. The aggregate data may be shown in table form as counts, percentages, rates, averages, or other statistical groupings.

[4] CHHS' Open Data Portal Handbook, Version 2.1, October 2014, Data Levels Decision Tree, pages 91 and 92.

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Departments are sometimes asked to release record level data. Record level datarefers to information that is specific to a person or entity. For example, a record forJane Doe may include demographics and case information specific to Jane Doe.

However, summary data would include information from Jane Doe combined, or summarized, with data from other individuals. If record level data is to be publicly released, it must be assessed to ensure it is de-identified and does not include PersonalInformation (PI)[5] or Protected Health Information (PHI).[6] Although the DDG is focused on summarized data, it can be used to assist with review of individual or record level data. The record level data should be assessed both for uniqueness of the records andfor the possibility that the data can be used in conjunction with other information available to the requester to identify individuals in the data. Record level data inherentlyhas higher risk than summarized data, even after personal identifiers are removed.

Therefore, record level data for public release should be assessed on a case by casebasis.

CHHS collects, manages and disseminates a wide range of data. The focus for the DDG is on data that includes personal characteristics of individuals who have a legal right to privacy. Personal characteristics include but are not limited to age, race, sex, and residence and other identifiers specified in the IPA and HIPAA and listed in Figure

1. These guidelines will focus on the assessment of personal characteristics that are included in various data sets or tables to assess risk for identification of the individualsto which they pertain.

---

[5] Personal Information is defined by California Civil Code section 1798.3 and Government Code section 11015.5.

[6] "PHI" is defined as information which relates to the individual's past, present, or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual, or for whichthere is a reasonable basis to believe can be used to identify the individual. (45 CFR section 160.103)

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Figure 1: Unique Identifiers CA – Personal Information	HIPAA – Safe Harbor (PHI)
Any information that identifies or describes an individual, including but notlimited to:[7] • Name • Social security number • Physical description • Home address • Home telephone number • Education • Financial matters • Medical history • Employment history Electronically collected personal information:[8] • his or her name • social security number • physical description • home address • home telephone number • education • financial matters • medical or employment history • password • electronic mail address • information that reveals any network location oridentity Excludes information relating to individuals who are users serving in a business capacity, including, but not limited to, business owners, officers, or principals of that business.	• Names • All geographic subdivisions smaller than a state, including street address, city, county, precinct, ZIP code, and their equivalent geocodes, except for the initial three digits of the ZIP code if, according to the current publicly available data from the Bureau of theCensus: – The geographic unit formed by combining all ZIPcodes with the same three initial digits contains more than 20,000 people; and – The initial three digits of a ZIP code for all suchgeographic units containing 20,000 or fewer people is changed to 000 • All elements of dates (except year) for dates that aredirectly related to an individual, including birth date, admission date, discharge date, death date, and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older • Telephone numbers • Fax numbers • Email addresses • Social security numbers • Medical record numbers • Health plan beneficiary numbers • Account numbers • Certificate/license numbers • Vehicle identifiers and serial numbers, includinglicense plate numbers • Device identifiers and serial numbers • Web Universal Resource Locators (URLs) • Internet Protocol (IP) addresses • Biometric identifiers, including finger and voice prints • Full-face photographs and any comparable images • Any other unique identifying number, characteristic,or code

7 California Civil Code 1798.3 (a)

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[8] California Government Code 11015.5 (d) (1)

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Assessing the risk of an unauthorized disclosure that violates an individual's right to privacy and/or confidentiality, as provided by statute, may be achieved by associatingpersonal characteristics with a person's identity or attributes. When these characteristics can successfully confirm an individual's identity in a publicly released data set, then release of this data results in disclosure of personal information.
Less obvious qualities in data sets and elements that may be used to identify individualsor groups can present uniqueness in data. Individual uniqueness in the released data and in the population is a quality that helps distinguish one person from another and is directly related to re-identification of individuals in aggregate data. Disclosure risk becomes a concern when released data reveal characteristics that are unique in both the released data and in the underlying population. The risk of re-identifying an individual or group of individuals increases when unique or rare characteristics are "highly visible", or are readily accessible by the general public without any special or privileged knowledge. Unique or rare personal characteristics (e.g., height above 7 feet)or information that isolate individuals to small demographic subgroups (e.g., American Indian Tribal membership) increase the likelihood that someone can correctly attribute information in the released data to an individual or group of individuals.[9]

Assessment of variables and their uniqueness

There are a number of variables that are unique to individuals that have been identifiedin various laws and are considered identifiers (PI/PHI). There are two primary laws thatdescribe identifiers, shown in Figure 1, in California: the IPA and the federal HIPAA. Other variables that are commonly used to publish information to the public have been called quasi-identifiers because while they are not unique by themselves, they can become unique in the right combination. The variables shown in the Publication Scoring Criteria in Figure 6 can be considered quasi-identifiers and will be discussed further in Sections 4 and 6.

Assessment of risk in the context of maximizing the usefulness of the information presented

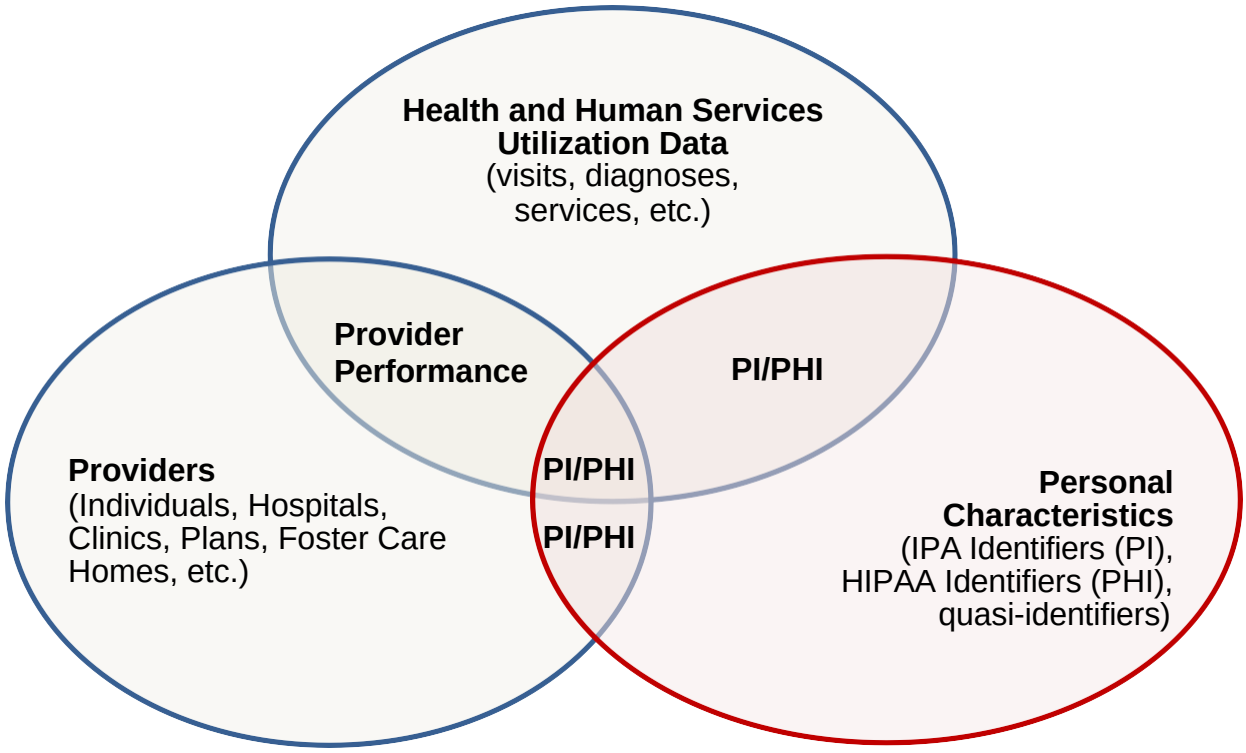
The removal of PI and PHI from datasets is often considered straight-forward, because as soon as data is aggregated or summarized the majority of the data fields defined as identifiers in the IPA and HIPAA are removed. However, various characteristics of individuals may remain that alone or in combination could contribute to identifying individuals. These characteristics have been described as quasi-identifiers. Figure 2 helps demonstrate the quasi-identifier concept. For instance, there is interest in reporting about providers, where providers may be individuals, clinics, group homes, or other entities. Each of these providers has a publicly available address and has publicly

[9] Introduction to Statistical Disclosure Control, Temple et al. 2014

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available characteristics. While patients may come to a provider from anywhere, they typically will visit providers within a certain distance of their residence. Thus, by publiclypublishing details on providers, data miners with malicious intent would have a targetedgeography that lists locality information, types of services offered and received, and demographic information about patients. To expand on this example, data that states a provider saw two patients with heart disease does not indicate who had the heart disease nor does it reveal the identity of the two patients amongst the thousands of patients that provider sees. However, datasets that display a provider within a given region with two Black or African American female patients under age 10 with heart disease may release enough personal characteristics about the patients to successfullyreveal their identity. These compounding patient details released about providers that give geography information (address), health condition (heart disease), and person- based characteristics (quasi-identifiers) of the patients puts the dataset in the overlapping area of the diagram of Figure 2. This overlap, consequently, highlights potential risks associated with seemingly innocent summary data.

Figure 2: Relationship of Types of Reporting Variables



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4) Statistical De-identification

The DDG describes a procedure, the Data Assessment for Public Release Procedure shown in Figure 5, to be used by departments in the CHHS to assess data for public release. This section, section 4, describes specific actions that may be taken for each step in the procedure with additional supporting information being described in sections5, 6 and 7. These steps are intended to assist departments in assuring that data is de- identified for purposes of public release that meet the requirements of the California IPAto prevent the disclosure of personal information.
The Data Assessment for Public Release Procedure includes the following steps:

1. Review the data to determine if it includes personal characteristics, directly orindirectly, that can be tied back to an individual;
2. If there is concern for personal characteristics, then assess the data for smallnumerators or denominators;
3. If there is concern for small numerators or denominators, assess potential risk ofdata release;
4. If there is potential risk identified, assess the need to apply statistical maskingmethods to de-identify the data;
5. Following statistical de-identification, the data release is reviewed by legal if indicated in departmental procedures; and,
6. After statistical de-identification, the data is reviewed and approved for releasebased on program and policy criteria pursuant to departmental procedures.

The steps above are represented in a step-wise process shown in Figure 5. Each stepis described in further detail in section 4.1 through 4.6.
Data summaries that originate from data which includes personal identifiers must be de-identified before release to the public. Additionally, data summaries about conditions experienced by individuals must be adequately de-identified to prevent re-identification of individuals represented by the summarized data. Various statistical methods are available to statistically de-identify data.
Summarized data may be reviewed in the context of the numerator and the denominatorfor the given presentation. The numerator represents the number of events being reported while the denominator represents the population from which the numerator is taken. For example, if it is reported that there are 50 cases of diabetes in California then the numerator would be the number of cases (50) and the denominator would be the number of people in California that could have diabetes (more than 38 million people since diabetes can occur at any age or sex). While the numerator is relatively

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straight-forward to identify, the denominator can be difficult. Data summaries are frequently presented in tables in which numerators and denominators may be identified.
The numerator is typically the value in each table cell. However, the denominator canbe difficult to identify given the various ways in which tables are prepared. Two examples of tables, Figure 3 and Figure 4, show the numerators and denominators insample tables.

Figure 3: Illustration of numerators and denominators in a table.

Year	# of Medi-Cal Members in Fee For Service (in thousands)	# of Medi-Cal Members in Managed Care (in thousands)
2012	2,775	4,853
2011	3,067	4,527

Column Headings

Table Cell

Row Headings

# of Medi-Cal Members in Fee For

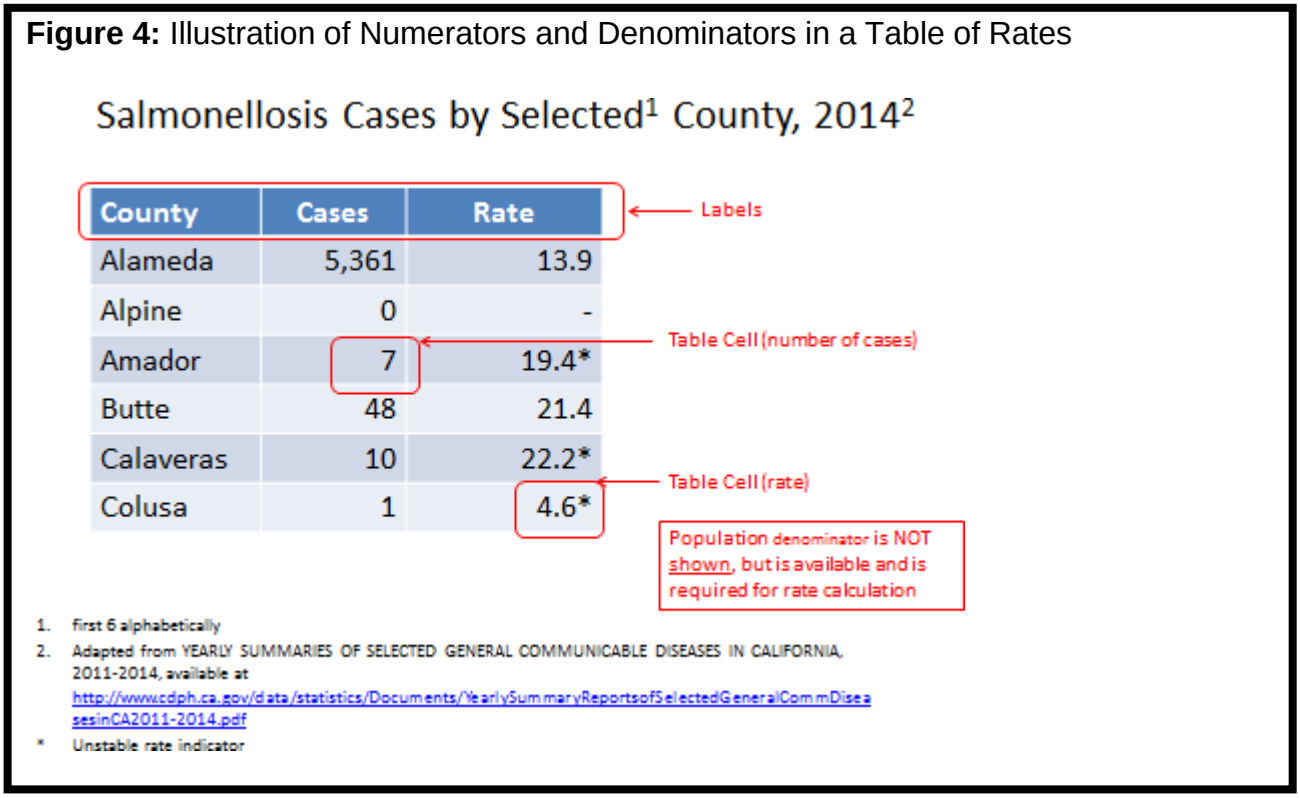
Numerator	**Service (in thousands)**	**2,775**
Denominator (in thousands)	**# Medi-Cal Members in 2012**	**7,628**

Figure 3 shows an example table with the numerator and the denominator highlighted. The Cells in the table are the boxes with values in them, as opposed to the row and column headings. The row headings are 2012 and 2011. The column headings are Year, # of Medi-Cal Members in Fee For Service (in thousands) and Number of Medi- Cal Members in Managed Care (in thousands). In Figure 3, “2,775” is the value in a table cell and represents a numerator. The sum of the row for year 2012 (2,775 + 4,853 = 7,628) represents a denominator. In this context, the denominator may represent rowtotals, column totals or the total occurrences in the data set released. Data in Figure 3 comes from the “Trend in Medi-Cal Program Enrollment by Managed Care Status - for Fiscal Year 2004-2012, 2004-07 - 2012-07.” [10]
Figure 4 shows another type of table that contains rates. In this case, the numerator isthe number of Salmonella cases for a sample of California Local Health Jurisdictions in2014. The table also includes the rate of Salmonella for these jurisdictions. In order to calculate the rate, the population size of each jurisdiction is required, but is not shown directly in this table. The population denominator is an important element for data de- identification.

[10] Report Date: July 2013 http://www.dhcs.ca.gov/dataandstats/statistics/Documents/1_6_Annual_Historic_Trend.pdf

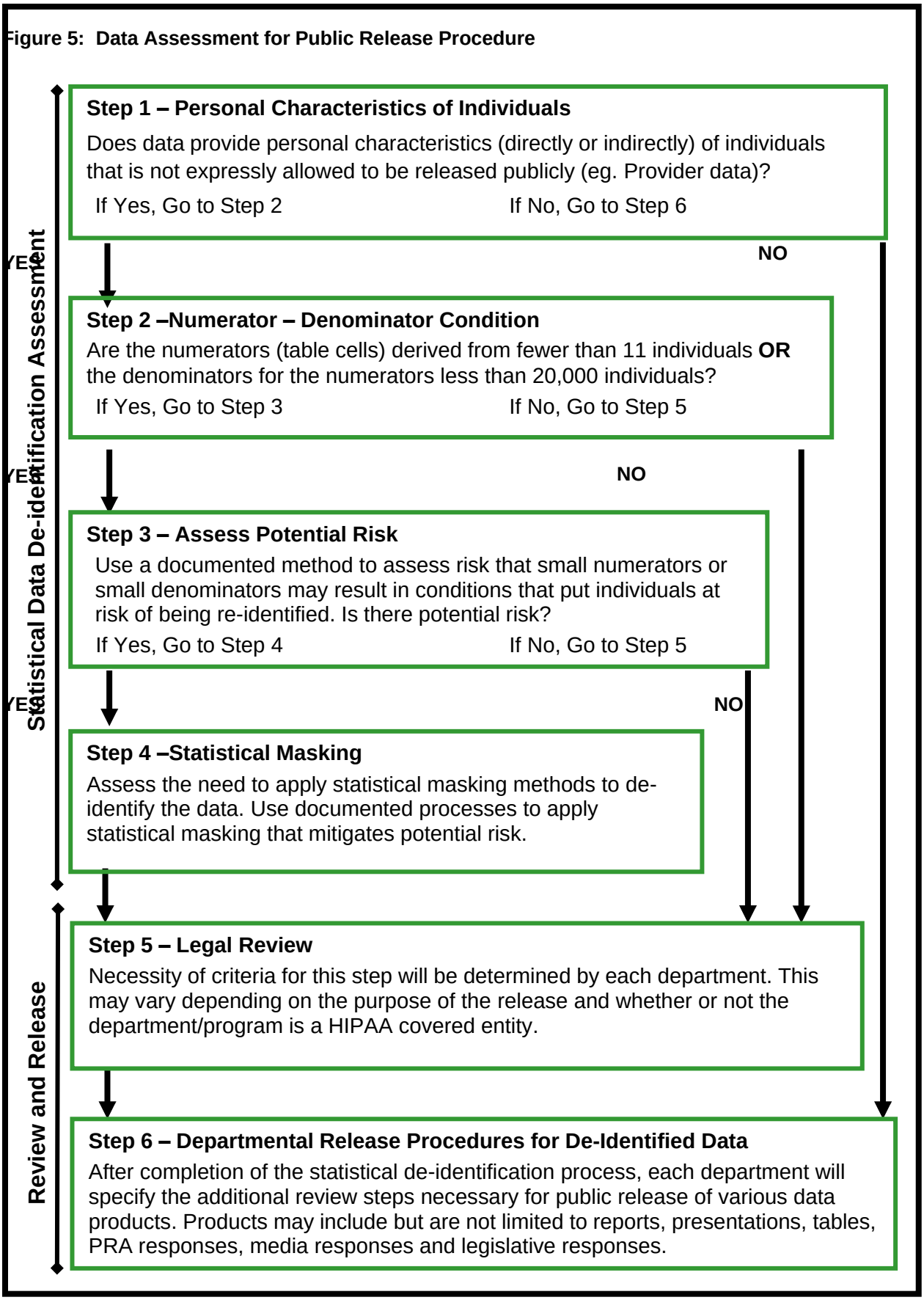
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Figure 4: Illustration of Numerators and Denominators in a Table of Rates



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Figure 5: Data Assessment for Public Release Procedure



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4.1 Personal Characteristics of Individuals

As described in Section 3 and Figure 2, personal characteristics of individuals introducethe most significant risk with respect to identifying individuals in a data set. The following are examples of personal characteristics.

- Identifiers as defined in CA IPA
- Identifiers as defined in HIPAA
- Demographics typically reported in census and other reporting
  - Race
  - Ethnicity
  - Language Spoken
  - Sex
  - Age
  - Socio-economic status as percent of poverty

Personal characteristics are those characteristics that are distinctive to a person and may be used to describe that person. Personal characteristics include a broader set of information than those data elements that may be specifically defined as identifiers (such as, driver license, address, birth date, etc.). Personal characteristics may also beinferred from characteristics related to provider or utilization data. For example, if presented with information about a provider that only sees women, it can be inferred that the clients are women even if that is not specifically stated in the data presentation.

4.2 Numerator – Denominator Condition

The Numerator – Denominator Condition represents a combination of both the Numerator Condition and Denominator Condition and for which both conditions must bemet or else a more detailed assessment is required. This may be considered as an initial screening of a data set.
Numerator – number of events with the characteristics of the given row and columnDenominator – the population from which the events arise.
The Numerator Condition sets a lower limit for the cell size of cells displayed in a table.The DDG has set this limit as any value representing aggregated or summarized records which are derived from less than 11 individuals (clients). Of note, values of zero (0) are typically shown since a non-event cannot be identified.
The Denominator Condition sets a minimum value for the denominator. The DDG hasidentified the lower limit for the denominator to be a minimum value of 20,000.
Since this is a Numerator – Denominator Condition, both the minimum cell size for thenumerator and denominator must be met. If these conditions are met, the table can move to Step 5 for consideration for release to the public. If either the numerator of denominator condition is not met, then the review of the data must proceed to Step 3.

4.3 Assess Potential Risk

This step requires the use of a documented method to assess the risk that small numerators or small denominators may result in conditions that put individuals at risk ofbeing re-identified.
Assessment of potential risk for a given data set must take into account a range of contributing considerations. This includes understanding particular characteristics of a given data set that is being released. For example, if the potential values for a specificpersonal characteristic, such as race, results in many small numbers in data set A but does not in data set B, then the risk may be low for data set B and high for data A if thegroupings of the personal characteristics include the same categories. For this reason, each department or program may set different values for risk based on the underlying distribution of these variables in the data sets of interest.

There are many methods used to assess potential risk. Many of the methods that are inuse throughout the country are described in the various references provided in Section 15. While each department will document the method(s) chosen for use, the followingdescription of the Publication Scoring Criteria is provided as an example and may be adopted by departments as a method to assess potential risk.

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Publication Scoring Criteria: Example of tool to assess potential risk

The Publication Scoring Criteria is used to identify the presence of small values that areconsidered sensitive in order to facilitate the assessment of potential risk. The Publication Scoring Criteria combines a number of conditions that increase the risk of agiven data table and allows the department to evaluate those risks in combination with each other. The variables included in the Publication Scoring Criteria are those variables routinely used to publish data but are not all inclusive.

A variable is a symbol representing an unknown numerical or categorical value in an equation or table. A given variable may have different ranges assigned to it. Rangesassigned to the variable may be defined many ways which may increase or decreasethe risk of identification of an individual represented in the table. This is seen in the Publication Scoring Criteria in that ranges for variables which will produce smaller groupings have a higher score.

The Publication Scoring Criteria in Figure 6 quantifies with a score two identification risks: size of potential population and variable specificity. The Publication Scoring Criteria is used to assess the need to perform statistical masking as a result of a smallnumerator, small denominator, or both. The Publication Scoring Criteria takes into account both variables associated with numerators, such as Events, and with denominators, such as Geography.

This method requires a score less than or equal to 12 for the data table to be releasedwithout additional masking of the data. Any score over 12 will require the use of statistical masking methods described in section 4.4 or documentation regarding the specific characteristics of the data set that mitigate the risk.

When identifying the score for each variable, use the highest scoring criteria. For example if a table had age groups of 0 to 11 years, 12 to 14 years, and 15 to 18 years then the score for the “age range” variable would be +5 because the smallest age rangeis 12 to 14, which is an age range of three years.

If a variable has greater granularity than the score listed, use the highest score listed. For example, if the variable “Time” has a frequency of “weekly” then the score would be +5 which is the maximum score associated with the most granular level (monthly) of thevariable in the Publication Scoring Criteria.

In addition to assessing the granularity of each variable, the interaction of the variablesis also important. As discussed later in section 6.4, decreasing the granularity or the number of variables are both techniques for increasing the values for the numerators. The final criteria in Figure 6 is that for Variable Interactions. This provides for a subtraction of points if the only variables presented are the events (numerator), time and geography and an addition of points for including more variables in a given presentation. With respect to the subtraction of points, the score is based on the minimum value for the Events variable. For example, if the smallest value for the Events is 5 or more, then the score would be -5. However, if the smallest value for theEvents is 2, then the score would be 0. This is discussed in more detail in Section 6.2. In assessing risk, the scoring can be part of the justification to release or not release data but should not by itself be an absolute gateway to the release data. The review must take into account additional considerations including those that are discussed inthis document in addition to the scoring.

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Figure 6: Publication Scoring Criteria

Variable	Characteristics	Score
Events (Numerator)	1000+ events in a specified population	+2
	100-999 events	+3
	11-99 events	+5
	<11 events	+7
Sex	Male or Female	+1
Age Range	>10-year age range	+2
	6-10 year age range	+3
	3-5 year age range	+5
	1-2 year age range	+7
Race Group	White, Asian, Black or African American	+2
	White, Asian, Black or African American, American Indian or Alaska Native,Native Hawaiian or Other Pacific Islander, Mixed	+3
	Detailed Race	+4
Ethnicity	Hispanic or Latino - yes or no	+2
	Detailed ethnicity	+4
Race/Ethnicity Combined	This applies when race and ethnicity are collected in a single data field	
	White, Asian, Black or African American, Hispanic or Latino	+2
	White, Asian, Black or African American, Hispanic or Latino, American Indianor Alaska Native, Native Hawaiian or Other Pacific Islander, Mixed	+3
	Detailed Race/Ethnicity	+4
Language Spoken	English, Spanish, Other Language	+2
	Detailed Language	+4
Time – Reporting Period	5 years aggregated	-5
	2-4 years aggregated	-3
	1 year (e.g., 2001)	0
	Bi-Annual	+3
	Quarterly	+4
	Monthly	+5
Residence Geography*	State or geography with population >2,000,000	-5
	Population 1,000,001 - 2,000,000	-3
	Population 560,001 - 1,000,000	-1
	Population 250,000 - 560,000	0
	Population 100,000 - 250,000	+1
	Population 50,001 - 100,000	+3
	Population 20,001 - 50,000	+4
	Population ≤ 20,000	+5
Service Geography*	State or geography with population >2,000,000	-5
	Population 1,000,001 - 2,000,000	-4
	Population 560,001 - 1,000,000	-3
	Population 250,000 - 560,000	-1
	Population of reporting region 20,001 - 250,000	0
	Population of reporting region ≤20,000	+1
	Address (Street and ZIP)	+3
Variable Interactions	Only Events (minimum of 5), Time, and Geography (Residence or Service)	-5
	Only Events (minimum of 3), Time, and Geography (Residence or Service)	-3
	Only Events (no minimum), Time, and Geography (Residence or	0

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	Service)	
	Events, Time, and Geography (Residence or Service) + 1 variable	+1
	Events, Time, and Geography (Residence or Service) + 2 variable	+2
	Events, Time, and Geography (Residence or Service) + 3 variable	+4

***** If the geography of the reporting is based on the residence of the individual, use the "Residence Geography". If the geography of the reporting is based on the location of service, use the "Service Geography".

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4.4 Statistical Masking

If Step 3 determined that the data set has a risk that small numerators or small denominators may result in conditions that put individuals at risk of being re-identified, then the data set must be assessed to determine the need for statistical masking of those small values and complimentary values. In performing the statistical masking, thedata producer must consider what level of analysis may be sacrificed in order to produce a table with lower risk. Initial considerations for statistical masking are described below. For additional methods related to statistical masking, please see Section 6.4.

Reduce Table Dimensions

If there are more dimensions present in the table than necessary for the vast majority ofanalysis, the data producer should consider reducing the number of dimensions in a single table and produce multiple tables each with a subset of the dimensions in the table that resulted in small cells. For example, if there are six dimensions of interest for study, but a table that crosses all six dimensions produces a large number of small cells, the data producer could consider producing several tables each of which crosses four dimensions. This is especially effective if there are very few analytic questions requiring a cross section of all six variables.

Reduce Granularity of Variable(s), aka Recoding or Aggregation

An alternative approach to addressing small cells in a table is to reduce the number of levels of a particular dimension. This is especially useful for dimensions with a large number of levels that can be easily aggregated to fewer levels and maintain much of their utility. Geographic variables such as state or county can often be recoded into regional variables that still serve the analytic needs of the data user. It is also the only table restructuring option for tables with only two or three dimensions which have limitedopportunities for table dimension reduction.

It should be noted that these actions can be used alone or in tandem to reduce, orcompletely eliminate, small cells within a table.

Cell Suppression and Complementary Cell Suppression

There will be cases where not all small cells can be eliminated by reducing granularity of dimensions or the number of dimensions present in a table. In these cases it will be necessary to suppress small cells and perform complementary suppression to ensure that precise values of small cells cannot be calculated using the values of unsuppressedcells and marginal values. In the simplest case this means ensuring that each column and row of a two dimensional table has at least two suppressions. This ensures that the precise values of the suppressed cells cannot be calculated. Complementarysuppressions are often selected using one of the methods listed below.

1. The ‘analytically least interesting’ level of a particular dimension. This is often,‘other’, or ‘I don’t know’.
2. The smallest cell available for complementary suppression. This is based on minimizing the ‘information loss’.
3. The cell most similar to the cell needing complementary suppression, such as adjacent age groups. This can produce complementary suppression that may beeasier to interpret.

4.5 Legal Review

Necessity of criteria for this step will be determined by each department. This may vary depending on the purpose of the release and whether or not the department orprogram is a HIPAA covered entity or not. See Section 7 for further discussion.

4.6 Departmental Release Procedure for De-identified Data

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After completion of the statistical de-identification process, each department will specify the additional review steps necessary for public release of various data products. Products may include but are not limited to reports, presentation, tables,PRA responses, media responses and legislative responses. See Section 7 for further discussion.

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5) Types of Reporting

CHHS programs develop a wide range of information based on different types of data. This is reflected in the various categories shown on the entry page for the CHHS OpenData Portal, which include:

- Diseases and Conditions
- Facilities and Services
- Healthcare
- Workforce
- Environmental
- Demographics
- Resources

Various types of reporting may or may not have a connection to personal characteristicsthat would create potential risk of identifying individuals.

5.1 Variables

The following list of variables is important to consider when preparing data for release.

Personal characteristics	Event characteristics
Age	Number of events
Sex	Location of event
Race	Time period of event
Ethnicity	Provider of event
Language Spoken	
Location of Residence	
Education Status	
Financial Status	

As stated previously, variables that are personal characteristics may be used to determine a person's identity or attributes. When these characteristics are used to confirm the identity of an individual in a publicly released data set, then a disclosure of an individual's information has occurred. Individual uniqueness in the released data and in the population is a quality that helps distinguish one person from another and is directly related to re-identification of individuals in aggregate data. Disclosure risk is a concern when released data reveal characteristics that are unique in both the released data and in the underlying population. The risk of re-identifying an individual or group ofindividuals increases when unique or rare characteristics are "highly visible", or otherwise available without any special or privileged knowledge. Unique or rare personal characteristics (e.g., height above 7 feet) or information that isolate individualsto small demographic subgroups (e.g., American Indian Tribal membership) increase the likelihood that someone can correctly attribute information in the released data to anindividual or group of individuals.

Variables that are event characteristics are often associated with publicly availableinformation.

Therefore, increased risk occurs when personal characteristics are combined with enough granularity with event characteristics. One could argue that if no more than twopersonal characteristics are combined with event characteristics then the risk will be lowindependent of the granularity of the variables. This hypothesis will need to be tested using various population frequencies to quantify the uniqueness of the combination of variables both the in the potential data to be released as well as in the underlying population.

5.2 Survey Data

Survey data, often collected for research purposes, are collected differently than administrative data and these differences should be considered in decisions aboutsecurity, confidentiality and data release.

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Administrative data sources (non-survey data) such as: vital statistics (e.g. births and deaths), healthcare administrative data (e.g. Medi-Cal utilization; hospital discharges), reportable disease surveillance data (e.g. measles cases) contain data for all persons inthe population with the specific characteristic or other data elements of interest. Most ofthe discussions in this document pertain to these types of data.

On the other hand, surveys (e.g. the California Health Interview Study) are designed totake a sample of the population, and collect data on characteristics of persons in the sample, with the intent of generalizing to gain knowledge suggestive of the whole population.

The sampling methodology developed for any given survey is generally developed to maximize the sample size with the available resources while making the sample as un- biased (representative) as possible. These sampling procedures that are a fundamentalpart of surveys generally change the key considerations for protection of security and confidentiality. In particular, the main “population denominator” for strict confidentially considerations remains the whole target population, not the sampled population. But, if persons have special or external knowledge of the sampled populations (e.g. that a family member participated in the survey), further considerations may be required.

Also, it is in the context of surveys that issues of statistical reliability often arise—whichare distinct from confidentially issues, but often arise in related discussions.

Of particular note, small numbers (e.g. less than 11) of individuals reported in surveys do not generally lead to the same security/confidentiality concern as in population-wide data, and as such should be treated differently than is described within the Publication Scoring Criteria and elsewhere. In this case a level of de-identification occurs based onthe sampling methodology itself.

5.3 Budgets and Fiscal Estimates

Budget reporting may include both actuals and projected amounts. Projected amounts,although developed with models that are based on the historical actuals, reflect activities that have not yet occurred and, therefore, do not require an assessment for de-identification. Actual amounts do need to be assessed for de-identification. When the budgets reflect caseloads, but do not include personal characteristics of the individuals in the caseloads, then the budgets are reflecting data in the Providers and Health and Service Utilization Data circles of the Figure 2 Venn Diagram and do not need further assessment. However, if the actual amounts report caseloads based on personal characteristics, such as age, sex, race or ethnicity, then the budget reporting needs to be assessed for de-identification.

5.4 Facilities, Service Locations and Providers

Many CHHS programs oversee, license, accredit or certify various businesses, providers, facilities and service locations. As such, the programs report on various metrics, including characteristics of the entity and the services provided by the entity.

- Characteristics of the entity are typically public information, such as location, type ofservice provided, type of license and the license status.
- Services provided by the entity will typically need to be assessed to see if thereporting includes personal characteristics about the individuals receiving theservices. Several examples are shown below.

a) Reporting number of cases of mental illness treated by each facility – if the facility is a general acute care facility then the reporting of the number of casesdoes not tell you about the individuals receiving the services.

b) Reporting number of cases of mental illness treated by each facility – if the facility is a children’s hospital then the reporting of the number of cases does tellyou about the individuals receiving the services.

c) Reporting number of psychotropic medications prescribed by a general psychiatrist does not tell you about the patients receiving the medications.

d) Reporting number of psychotropic medications prescribed by a general psychiatrist to include the number of medications prescribed by the age group, sex or race/ethnicity of the patients receiving the medications does tell you aboutthe patients receiving the medications.

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In (a) and (c) above, assessment for de-identification is not necessary as there areno characteristics about the individuals receiving the services. However, in (b) and
(d) above, the inclusion of personal characteristics which may be quasi-identifiers, especially when combined with the geographical information about the provider, does require an assessment for de-identification.

5.5 Mandated Reporting

CHHS programs are required to provide public reporting based on federal and Californiastatute and regulations, court orders, and stipulated judgments, as well as by various funders. Although reporting may be mandated, unless the law expressly requires reporting of personal characteristics, publicly reported data must still be de-identified to protect against the release of identifying or personal information which may violate federal or state law.

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6) Justification of Thresholds Identified

6.1 Establishing Minimum Numerator and Denominator

The DDG workgroup reviewed the published literature including information from other states and from the federal government. There was a great deal of variation inthe numerical values chosen for the Numerator Condition. While the Centers for Disease Control and Prevention (CDC) WONDER database suppresses cells with numerators less than 10, the National Environmental Public Health Tracking Network suppresses cells that are greater than 0 but less than 6. Examples range from 3 to 40 with many being 10 to 15. The Centers for Medicare and Medicaid Services (CMS) uses a small cell policy of suppressing values derived from fewer than 11 individuals. As stated in a 2014 publication associated with a data release of Medicare Provider Data, "to protect the privacy of Medicare beneficiaries, any aggregated records which are derived from 10 or fewer beneficiaries are excluded from the Physician and Other Supplier PUF [public use file]."[11] Of note, CMS only uses a Numerator Condition.

Just as there is no consistent value for the Numerator Condition, neither is there aconsistent value for the Denominator Condition. Some examples include:

- National Center for Health Statistics (public micro-data) – 250,000
- National Environmental Health Tracking Network – 100,000
- Maine Integrated Youth Health Survey – 5,000

In establishing a minimum denominator to protect confidentiality, the DDG workgroup began by looking at the risk associated with providing geography associated with record level data. As noted in the "Guidance Regarding Methods forDe-identification of Protected HIPAA Privacy Rule", published November, 2012 by the U.S. Department of Health & Human Services, Office for Civil Rights there is varying risk based on the level of zip code and how the zip code is combined with other variables. It has been estimated that the combination of a patient's Date of Birth, Sex, and 5-Digit ZIP Code is unique for over 50% of residents in the United States.[12,13] This means that over half of U.S. residents could be uniquely described just with these three data elements. In contrast, it has been estimated that the combination of Year of Birth, Sex, and 3-Digit ZIP Code is unique for approximately 0.04% of residents in the United States.

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[11] "Medicare Fee-For Service Provider Utilization & Payment Data Physician and Other Supplier PublicUse File: A Methodological Overview," Prepared by: The Centers for Medicare and Medicaid Services,Office of Information Products and Data Analytics, April 7, 2014.

[12] See P. Golle. Revisiting the uniqueness of simple demographics in the US population. In *Proceedingsof the 5th ACM Workshop on Privacy in the Electronic Society*. ACM Press, New York, NY. 2006: 77-80.

[13] See L. Sweeney. K-anonymity: a model for protecting privacy. *International Journal of Uncertainty, Fuzziness, and Knowledge-Based Systems*. 2002; 10(5): 557-570.

14 For this reason, the HIPAA Safe Harbor rule specifies that the 3-Digit ZIP Code can be provided at the record level if the 3- Digit ZIP Code has a minimum of 20,000 people. By aggregating data for a given 3- Digit ZIP Code, the potential for identifying a unique individual is less than 0.04%.

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By combining with the Numerator Condition, the risk becomes less than 0.04% because there will be a minimum of 11 individuals with a particular age and sex forthe 3-Digit ZIP Code. Additionally, most tables will provide additional levels of aggregation further reducing risk. This reduction of risk is discussed further with respect to the Publication Scoring Criteria.

A minimum denominator of 20,000 was chosen as part of the numerator-denominator condition to leverage the risk assessment cited above.

The Numerator-Denominator Condition serves as an initial screening to assesspotential risk for a data set. If this condition is met, additional analysis is not necessary. If the condition is not met, then the analysis proceeds to Step 3.

6.2 Assessing Potential Risk – Publication Scoring Criteria

The Publication Scoring Criteria is provided as an example of a method that meets the requirements of Step 3 in the Data Assessment for Public Release Procedure. Itis a tool to assess and quantify potential risk for re-identification of de-identified databased on two identification risks: size of potential population and variable specificity.The Publication Scoring Criteria is used to assess the need to suppress small cells as a result of a small numerator, small denominator, or both small numerator and small denominator where a small numerator is less than 11 and a small denominatoris less than 20,001. That is why the Publication Scoring Criteria takes into account both numerator (e.g., Events) and denominator (e.g., Geography) variables.

The Publication Scoring Criteria is based on a framework that has been in use by the Illinois Department of Public Health, Illinois Center for Health Statistics. Variousother methods have been used to assess risk and the presence of sensitive or smallcells. Public health has a long history of public provision of data and many methodshave been used. Further discussion of other methods used to assess tables for sensitive or small cells is found in Section 6.3.

This section provides a more detailed review of the criteria that make up thePublication Scoring Criteria.

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[14] See L. Sweeney. Testimony before that National Center for Vital and Health Statistics Workgroup for Secondary Uses of Health information. August 23, 2007.

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Events

Variable	Characteristics	Score
Events	1000+ events in a specified population	+2
	100-999 events	+3
	11-99 events	+5
	<11 events	+7

The Events score represents a score for the numerator. The Events category will bescored based on the smallest cell size in the table.

The lowest value for the Events variable (<11 events) which has the highest score(+7) was chosen to be consistent with the Numerator Condition. The Publication Scoring Criteria is used when the Numerator-Denominator Condition is not met.

Therefore, when the Numerator Condition is not met with respect to the Eventsvariable, a high score is given.

Sex

Variable	Characteristics	Score
Sex	Male or Female	+1

Sex is commonly represented as two categories: male and female. Because the number of categories is small, just knowing a person's reported sex is not enough topose a risk of identifying that person. The score of +1 reflects that inclusion of the variable in a table introduces increased specificity; however, that it only has two potential values gives it a low risk.

In cases where an additional stratification of other/unknown is used for sex, the reviewer will need to assess potential for increased risk based on the inclusion of theadditional stratification.

Although the variable "Sex" is often called "Gender", it should not be confused with the variables "sexual orientation" and "gender identity." According to definitions fromthe American Psychological Association, "Sexual orientation refers to the sex of those to whom one is sexually and romantically attracted" and "Gender identity refers to "one's sense of oneself as male, female, or transgender."[15]

[15] Definition of Terms: Sex, Gender, Gender Identity, Sexual Orientation; Excerpt from: The Guidelines for Psychological Practice with Lesbian, Gay, and Bisexual Clients, adopted by the APA Council of Representatives, February 18-20, 2011. http://www.apa.org/pi/lgbt/resources/sexuality-definitions.pdf

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Additional information is provided from San Francisco County at https://www.sfdph.org/dph/files/hc/HCFinance/agendas/2014/August%205/pdf%20rev%20072514%20re%20age%20adopted%20090313%20-%20SFDPH%20Sex%20and%20Gender%20Guidelines.pdf. Age Range

Variable	Characteristics	Score
Age Range	>10-year age range	+2
	6-10 year age range	+3
	3-5 year age range	+5
	1-2 year age range	+7

Age ranges receive a higher score for smaller ranges of years due to the increasedrisk for identification. Of note, the HIPAA Safe Harbor method specifically identifies the following as an identifier: "All elements of dates (except year) for dates that are directly related to anindividual, including birth date, admission date, discharge date, death date, and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older." Although dates are included in the Safe Harbor list, age (<90 yearsold) is not. The risk score to age ranges reflects the two components of the scoring criteria: size of the potential population and the variable specificity.

Race Group and Ethnicity

Race Group	White, Asian, Black or African American	+2
	White, Asian, Black or African American, American Indian or Alaska Native, NativeHawaiian or Other Pacific Islander, Mixed	+3
	Detailed Race	+4
Ethnicity	Hispanic or Latino - yes or no	+2
	Detailed ethnicity	+4
Race/Ethnicity Combined	This applies when race and ethnicity arecollected in a single data field	
	White, Asian, Black or African American,Hispanic or Latino	+2
	White, Asian, Black or African American, Hispanic or Latino, American Indian or AlaskaNative, Native Hawaiian or Other Pacific Islander, Mixed	+3
	Detailed Race/Ethnicity	+4

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Race and Ethnicity are collected in a number of different ways on the different stateand federal data collection tools. At the federal level, starting in 1997, Office of Management and Budget required federal agencies to use a minimum of five race categories:

- White,
- Black or African American,
- American Indian or Alaska Native,
- Asian, and
- Native Hawaiian or Other Pacific Islander.

Ethnicity asks individuals if they are Hispanic or Latino. Additional specificity forEthnicity may be requested.

The California population in general is approximately:[16]

- 40% White
- 13% Asian
- 6% Black or African American
- <1% American Indian
- <1% Native Hawaiian and other Pacific Islander
- 37% Hispanic or Latino

Based on these percentages, Race Group at the level of White, Asian and Black or African American is given a score of +2 because the Asian and Black or African American groups are relatively small. If the reporting is for the OMB standard categories, White, Asian, Black or African American, American Indian or Alaska Native,Native Hawaiian or Other Pacific Islander, and Mixed, then the score is +3. If more specificity is requested for Race Groups the score is +4 because the other groups are much smaller at less than 1% of the overall population. Similarly, for the Hispanic or Latino Ethnicity the score is a +2 for a yes or no answer, whereas more detailed ethnicity results in a higher score of +4.

For Race/Ethnicity Combined fields, the scoring is +2 for the groups White, Asian, Black or African American, Hispanic or Latino. The score is +3 for the OMB standard categories with Hispanic or Latino, White, Asian, Black or African American, AmericanIndian or Alaska Native, Native Hawaiian or Other Pacific Islander, and Mixed. The score is +4 for more detailed categories.

[16] Based on Year 2010 from the State of California, Department of Finance, Report P-1 (Race): State and County Population Projections by Race/Ethnicity, 2010-2060. Sacramento, California, January 2013

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Race and Ethnicity demographics may vary significantly based on geography as wellas based on particular conditions. So although the scoring criteria presents a guideline for assessing risk, the population frequencies for the specific geography and/or condition should also be taken into account. Appendix C provides the countyspecific demographics produced by Department of Finance for reference.

Three scenarios are presented to help demonstrate how to use the three race groupand ethnicity scoring criteria.

First Scenario – Complete Cross-Tabulation between Race and EthnicityConsider this table:

	Hispanic	Non-Hispanic	
Black	50	250	300
White	200	1000	1200
Asian	5	95	100
	255	1345	1600

This is the most granular you can get, so you would add both the Race and Ethnicityscore to the overall total for your scoring metric (i.e. greatest risk for re- identification). Note that you can replace “Ethnicity” with “Sex” and the principle still applies—you have a cross-tabulated table of Race and Sex.
Second Scenario – Race and Ethnicity merged into exclusive categories.

Usually the algorithm is that Ethnicity trumps Race when categorizing. This results ina Hispanic category, with the other categories effectively becoming “Non-Hispanic Race.” So the above table would become:

- Black 250
- White 1000
- Asian 95
- Hispanic 255

This is when you would use the combined Race/Ethnicity score in the guidelines foryour scoring metric.
Third Scenario – No Interaction between Race and EthnicityIf you did this, the above table would become:

- Black 300
- White 1200
- Asian 100
- Hispanic 255

Note that this is the only scenario where you can’t add up all the categories to get a total population. Also you would need to run the scoring metric separately for your Race-only and Ethnicity-only datasets. Like the First Scenario, you can replace Ethnicity with Sex and it still makes sense—you now have two tables, one displayingRace and the other Sex, with no interaction between the two—which lessens the Small Cell Size problem.

Language Spoken

Variable	**Characteristics**	**Score**
Language Spoken	English, Spanish, Other Language	+2
	Detailed Language	+4

Language spoken is captured in a variety of data systems to support individuals in receiving services in the language they speak. The following table is taken from the report: Medi-Cal Beneficiaries by Primary Language Report of October, 2010.[17] Thisfrequency distribution was used to determine the groupings for the scoring above.

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Language Spoken	Count of Medi-Cal Members	Percent of Count
Total	**7,835,022**	**100.00**
English	4,135,060	52.78
Spanish	2,840,758	36.26
Vietnamese	141,289	1.80
Cantonese	85,750	1.09
Armenian	65,096	0.83
Russian	41,252	0.53
Tagalog	39,361	0.50
Mandarin	35,330	0.45
Hmong	33,594	0.43
Korean	27,814	0.35
Farsi	26,123	0.33
Arabic	23,929	0.31
Cambodian	20,476	0.26
Lao	8,355	0.11
Other Chinese	7,483	0.10
Mien	3,803	0.05
Sign Language	2,637	0.03
Thai	1,940	0.02
Portuguese	1,666	0.02
Ilocano	1,661	0.02

17 http://www.dhcs.ca.gov/services/MH/InfoNotices-Ltrs/Documents/InfoNotice-PrimaryLang-Enclosure1.pdf

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Language Spoken	Count of Medi-Cal Members	Percent of Count
Samoan	1,306	0.02
Japanese	1,215	0.02
French	653	0.01
Turkish	376	0.00
Hebrew	367	0.00
Polish	275	0.00
Italian	252	0.00
Other and unspecified	287,201	3.67

Based on the above numbers, the majority of individuals speak English or Spanish.Therefore if the table includes “English”, “Spanish”, and “Other Language” as the categories for “Language Spoken”, then the score is +2 which is comparable to reporting Hispanic or Latino Ethnicity as a “Yes or No”.

As noted for Race and Ethnicity demographics, language spoken demographics mayvary significantly based on geography as well as based on particular conditions. So although the scoring criteria presents a guideline for assessing risk, the population frequencies for the specific geography and/or condition should also be taken into account.

If more specificity for Language Spoken is being requested with respect to reportingon the other languages in the table above, the request will need to be reviewed on acase by case basis. The additional review is necessary given the variability of language spoken by different populations or geographies and the consideration for potential increased risk of identification.

Time – Reporting Period

Variable	Characteristics	Score
Time – Reporting Period	5 years aggregated	-5
	2-4 years aggregated	-3
	1 year (e.g., 2001)	0
	Bi-Annual	+3
	Quarterly	+4
	Monthly	+5

Many reports are published based on the calendar year. However, the combinationof years of data is an excellent way to provide increased aggregation in a way that allows for more specificity elsewhere, such as county identifiers. Inversely, the smaller the time period in the data, the closer the time period comes to approximating a date. Thus monthly reported data has a high score of +5.

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Of note, the HIPAA Safe Harbor method list includes “All elements of dates (except year) for dates that are directly related to an individual, including birth date, admission date, discharge date, death date, and all ages over 89 and all elements ofdates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older.” This is a potential identifier when in combination with other information. This potential as an identifier influences the higher scores in the Publication Scoring Criteria as the time period foraggregation gets smaller.

The “0” value for this variable is set at one year as this is the criteria for Safe Harborunder the HIPAA de-identification standard.

Geography

Variable	**Characteristics**	**Score**
Residence Geography*	State or geography with population >2,000,000	-5
	Population 1,000,001 - 2,000,000	-3
	Population 560,001 - 1,000,000	-1
	Population 250,000 - 560,000	0
	Population 100,000 - 250,000	+1
	Population 50,001 - 100,000	+3
	Population 20,001 - 50,000	+4
	Population ≤ 20,000	+5
Service Geography*	State or geography with population >2,000,000	-5
	Population 1,000,001 - 2,000,000	-4
	Population 560,001 - 1,000,000	-3
	Population 250,000 - 560,000	-1
	Population of reporting region 20,001 - 250,000	0
	Population of reporting region ≤20,000	+1
	Address (Street and ZIP)	+3

* If the geography of the reporting is based on the residence of the individual, use the“Residence Geography”. If the geography of the reporting is based on the location of service, use the “Service Geography”.

The Geography score, while it may or may not represent the denominator of the table, does provide a reference to the base population about which the reporting isoccurring. This will often be reflected in the title of the table if a statewide table.

Otherwise the geography may be represented in the rows or columns. There are two different scoring sets based on whether the geography reporting is based on theresidence of the individual to which the information applies or to the service location.

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The scores are higher for geography related to residence address because so muchinformation is publicly available about individuals and their address of residence.

For large populations greater than 560,000, which is equivalent to the size of a state,there is a negative score because the size of the denominator masks the individual. The number 560,000 was chosen as a cut-off because this is the size of the smalleststate (Wyoming). We chose to use the cut-off at the smallest state's population because state level reporting is not listed as one of the 18 identifiers the HIPAA Safe Harbor method.

The scores for the service geography are lower because clients can generally comefrom diverse locations for services. Although people often seek services or have health conditions close to their homes, they may also travel extensive distances.

Reviewers do need to make sure that there are not constraints associated with services that would mean the service geography and resident geography are the same. For example, if a program publishes service utilization by county and the county services can only be used by county residents, then the service utilization bycounty is also the county of residence. Scoring should be based on the criteria thatresults in the highest score and thus the highest risk.

Service Geography includes a level of detail that is identified as "Address (Street and ZIP)." This deals with reporting by provider (hospital, clinic, provider office, etc.)Provider addresses are public information and are public at the street address level.A given provider will tend to have a standard catchment area or the geographic boundaries from which most patients come from. This information is published by Office of Statewide Health Planning and Development (OSHPD) [18] for hospitals.

While this addresses where most patients or clients come from, patients or clientsmay also come from outside the catchment area. For that reason this does not score as high as the more detailed geography under Residence Geography.

Variable Interactions

Variable	Characteristics	Score
Variable Interactions	Only Events (minimum of 5), Time, and Geography(Residence or Service)	-5
	Only Events (minimum of 3), Time, and Geography(Residence or Service)	-3
	Only Events (no minimum), Time, and Geography(Residence or Service)	0

[18] Office of Statewide Health Planning and Development (OSHPD), Patient Origin & Market Share Reports, Retrieved from http://www.oshpd.ca.gov/HID/Products/PatDischargeData/PivotTables/PatOrginMkt/default.asp on January 22, 2016.

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	Events, Time, and Geography (Residence or Service) + 1 variable	+1
	Events, Time, and Geography (Residence or Service) + 2 variables	+2
	Events, Time, and Geography (Residence or Service) + 3 variables	+4

This criteria specifically addresses the interaction of the variables in a given datapresentation and requires the analyst to identify dependent as opposed to independent variables. This criteria is used with respect to dependent variables.This is demonstrated in the two tables below.

Illustration A: Dependent Variables

In this example the Event (counts of Disease A) is shown for Males who are also 0-17 years old or Males who are also 18-25 years old. In this case Sex and Age are dependent because the stratification for each variable is stacked. This commonly occurs in pivot tables.

Counts of disease A byyear	Males and 0-17 years old	Males and 18-25 years old	Females and 0-17 years old	Females and 18-25 yearsold
Year 1	6	10	5	8
Year 2	8	14	3	20

Illustration B: Independent Variables

In this example the Event (counts of Disease A) is for Males or Females which is shown side by side to a table with ages 0-17 years old or 18-25 years old. In this case Sex and Age are independent because the stratification for each variable is notstacked. Although the two variables Sex and Age are shown in the same table, theyare presented independently of each other. While you can compile the data in Example B from Example A, the reverse is not true.

Counts of disease A by year	Males	Females	0-17 years old	18-25 yearsold
Year 1	16	13	11	18
Year 2	22	23	11	34

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This criteria is structured to have less impact if personal characteristics outside of time and geography are excluded and more impact if multiple personal characteristics are included. This provides for a subtraction of points if the only variables presented are the events (numerator), time and geography and an additionof points for including more variables in a given presentation. With respect to the subtraction of points, the score is based on the minimum value for the Events variable. For example, if the smallest value for the Events is 5 or more, then the score would be -5. However, if the smallest value for the Events is 2, then the scorewould be 0.

The minimum value for Events of 3 *(Only Events (minimum of 3), Time, and Geography (Residence or Service))* is used as a threshold to address concern for pre-existing knowledge by users about individuals. For example, if an entity knowswho one person is with disease A and the count for Events is "1" or "2", then the entity could identify the person they know of or the person they know of plus information about the other person. The use of a minimum of 3 does not protect against two entities colluding to determine a third person.[19] For this reason, the threshold of 5 for Events is also given. The threshold of 5 is frequently used in public health reporting regarding various events.

In contrast, if additional demographic variables are added, then the risk increases significantly. For example, for Events, Time and Geography (Residence or Service)with three additional variables, a table would show how many individuals are femaleby age group by race for a given time period and geography. This allows for a moredetailed comparison to census data and assessment of the number of individuals with a particular set of characteristics.[20] For this reason, additional points are addedbecause of the inclusion of multiple dependent variables.

Other Variables

Variables other than those specified in the Publication Scoring Criteria can be released only after an additional review by the department's Statistical Expert on a case by case basis. A guideline that can be considered in performing this review isthe following scoring.

[19] NORC, "NORC Recommendations for California Department of Health Care Services (DHCS) Data De-Identification Guidelines (DDG)," January 8, 2016.

[20] NORC, "Case Study: The Disclosure Risk Implications of Small Cells Combined with Multiple Tables or External Data," January 8, 2016.

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Variable	Characteristics	Score
Other Variables	<5 groups or categories	+3
	5-9 groups	+5
	10+ groups	+7

Considerations include not just the number of groups, but also the characteristics ofthe variables. Consider whether the variable represents an aggregation (DiagnosisRelated Groups) or a specific item (ICD-10 Code). Also consider the availability of the variable to the public when also associated with other information, in particular with variables that may be personal characteristics.

6.3 Assessing Potential Risk – Alternate Methods

As noted in Section 6.2, the Publication Scoring Criteria is based on a framework that has been in use by the Illinois Department of Public Health, Illinois Center for Health Statistics. Various other methods have been used to assess risk and the presence of sensitive or small cells. Public health has a long history of public provision of data and many methods have been used. Some of those methods arehighlighted here.

- Ohio Department of Health published a Data Methodology Standards for Public Health Practice.[21] This method is framed around the concept that a Disclosure Limitation Standard for tabulations of confidential Ohio Departmentof Health data shall be suppressed when the table denominator value minus the table numerator value is less than 10.
- Washington State Department of Health published Guidelines for Working with Small Numbers[22] that highlights many topics covered in the CHHS DDGbut also discusses the use of relative standard error (RSE) to assess reliability of data in addition to steps to take protect confidentiality.
- Colorado Department of Public Health and Environment published Guidelinesfor Working with Small Numbers[23] which also addresses many of the same topics.

The size of numerators and denominators vary in each of the documents abovealthough the principles are consistent.

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[21] Ohio Department of Public Health. “Data Methodology for Public Health Practice.” http://www.odh.ohio.gov/~/media/ODH/ASSETS/Files/data%20statistics/standards/methodological%20standards/disclimit.ashx.

[22] Washington State Department of Health. "Guidelines for Working with Small Numbers." N.p., 15 October 2012. Retrieved from http://www.doh.wa.gov/Portals/1/Documents/5500/SmallNumbers.pdf.

[23] Colorado Department of Public Health and Environment. “Guidelines for Working with Small Numbers.” Retrieved from http://www.cohid.dphe.state.co.us/smnumguidelines.html

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6.4 Statistical Masking

Statistical masking provides an extensive set of tools that can be used to mitigate potential risk in a given data presentation. As discussed in Section 4.4, the data releaser will assess the need for statistical masking when the assessment in Step 3identified potential risk. Each department will document statistical masking processes that are routinely used in data preparation for public release.

As discussed in section 4.4, initial methods to address sensitive or small cells, aswell as complimentary cells include the following:

- Reduce Table Dimensions
- Reduce Granularity of Variable(s), aka Recoding or Aggregation
- Cell Suppression and Complementary Cell Suppression

Small cell sizes are typically encountered when one of the following conditions ismet.

a) Multiple variables. This most often occurs in a pivot table presentation or a query interface where a user may have occurrences of disease X, stratified bycounty, stratified by sex, stratified by race and ethnicity.

b) Granular variables. The more granular the variable the smaller the potential numerator and denominator. This most commonly occurs with shortening thetime period of reporting (weekly) or making the geography more specific (zip code or census tract). However, it can also occur when there are many categories for a variable. An example of this is aid codes in Medi-Cal where there are almost 200 aid codes.

c) Rare events. Examples include diseases such as hemophilia. Examples of incidents may result from mass trauma events such as a plane crash or multi-car accident.

In each of these cases, statistical masking may be addressed in a number of ways.For this reason, it is important to keep in mind the purpose for the reporting so thatthe method chosen for masking can still maximize the usefulness of the data provided. Choices for each condition are highlighted below.

a) Multiple variables. Options include separating the table into multiple tables that limit the number of variables included in each table; decreasing the granularity of the variables included in the table; or suppressing the small cellwith an indicator that it is less than 11.

b) Granular variables. A common approach to this situation would be to decrease the granularity of the variables although suppressing the small cellwith an indicator that it is less than 11 is also an option.

c) Rare events. In these cases it becomes very challenging to suppress the value in a way that it will not be able to be used with other public informationto identify individuals. Additionally, with rare events, there is more significance in the variance of small numbers.

In addition to small cells, complementary cells must also be suppressed. Complementary cells are those which must be suppressed to prevent someone frombeing able to calculate the suppressed cell based on row or column totals in combination with other data in that row or column.

Suppressing small cell values and complimentary cells can be done in two ways.

1) Use a symbol to indicate the cell has been suppressed. Identify any other cells (complimentary cells) that can be used to calculate the small cell anduse a symbol to indicate the cell has been suppressed.

2) Use a symbol to indicate the cell has been suppressed or leave the cell blankand remove the value from all pertinent row and column totals so that the cell cannot be calculated. This negates the need for evaluation of complementarycells. This method must be used with great caution because the totals may actually be published in other non-related tables. For this reason the methodis not recommended.

When suppressing values, the following footnote to indicate the suppression isrecommended:

“Values are not shown to protect confidentiality of the individuals summarizedin the data.”

In addition to the above, there are a number of other methods that may be used forStatistical Masking. Methods discussed in the “Statistical Policy Working Paper 22(Second version, 2005), Report on Statistical Disclosure Limitation Methodology” include the following for tables of counts or frequencies and for magnitude data.[24]

Tables of Counts or Frequencies

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- Sampling as a Statistical Disclosure Limitation Method
- Defining Sensitive Cells
  - Special Rules
  - The Threshold Rule
- Protecting Sensitive Cells After Tabulation
  - Suppression

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[24] Federal Committee on Statistical Methodology, Statistical Policy Working Paper 22 – Report onStatistical Disclosure Limitation Methodology. Washington: Statistical Policy Office, Office of Management and Budget, 1994.

  - Random Rounding
  - Controlled Rounding
  - Controlled Tabular Adjustment
- Protecting Sensitive Cells Before Tabulation

Tables of Magnitude Data

- Defining Sensitive Cells – Linear Sensitivity Rules
- Protecting Sensitive Cells After Tabulation
- Protecting Sensitive Cells Before Tabulation

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7) Approval Processes

After completion of the statistical de-identification process, each department will specifythe additional review steps necessary for public release. This may vary depending on the purpose of the release and whether or not the department/program is a HIPAA covered entity.

Recognizing that some data analyses may be published as independent tables while other analyses will be part of larger reports, the final review of all data analyses must follow the department or office procedures for document review in addition to review procedures identified for the implementation of the DDG. The expectation is that the review of data for de-identification will fit into other routine review processes. Reviews outside the DDG portion may vary depending on whether data is being released for a PRA request, to the media, to the legislature, by the program as part of routine reporting, or for other reasons.

Departments and offices may consider the following components for reviews related todata that has been de-identified.

- Statistical Review to Assess De-identification

(for HIPAA entities this may be an Expert Determination Review)

- Legal Review
- Departmental Release Procedures

Statistical Review to Assess De-identification (Steps 1, 2, 3 & 4)

The department or office may designate individuals within the department to provide a statistical review of data products before they are released to ensure the data has beende-identified with methods that are consistent with these guidelines.

For HIPAA covered entities, this will be performed by individuals who are considered experts for the purpose of performing expert determinations in compliance with the HIPAA Privacy Rule, and who meet the Rule's implementation specifications: "A person with appropriate knowledge of and experience with generally accepted statistical and scientific principles and methods for rendering information not individually identifiable" [45 CFR Section 164.514(b)(1)] This expert determination review, according to the regulation's requirements, will be performed by:

"(1) A person with appropriate knowledge of and experience with generallyaccepted statistical and scientific principles and methods for rendering information not individually identifiable:

(i) Applying such principles and methods, determines that the risk is verysmall that the information could be used, alone or in combination with

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other reasonably available information, by an anticipated recipient toidentify an individual who is a subject of the information; and

(ii) Documents the methods and results of the analysis that justify suchdetermination"[25]

When an expert determination review is requested, the Expert Determination Review must include a document that includes the expert's determination that "the risk is very small that the information could be used, alone or in combination with other reasonablyavailable information, by an anticipated recipient to identify an individual who is a subject of the information," attests that the requirements of 45 CFR section 164.514 (b)(1)(i) and (ii) have been met, and includes (or attaches) the documentation requiredby 45 CFR section 164.514(b)(1)(ii). This document must be signed by the expert.

These guidelines provide a starting point for expert determination review; however, the facts of each case chosen for expert determination review must be analyzed on an individual, case-by-case basis by the expert. If followed, the Guidelines may be referenced as part of the documentation used to support the expert determination. The documentation should also include a general description of the principles, methods, andanalyses used, as well as an explanation of the analysis that justifies the expert determination.

The expert determination review may use the Expert Determination Template in Appendix A. The Expert Determination Template includes a confirmation that "the riskis very small that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information."

If methods that have been used to de-identify the data are not described in the Guidelines, then the Expert will need to provide additional documentation that explainsthe statistical and scientific principles and methods used and the results of the additional analysis.

Legal Review (Step 5)

Step 5 in the Data Assessment for Public Release Process provides for a legal review within the department. This may vary depending on the purpose of the release and whether or not the department or program is a HIPAA covered entity or not. This reviewmay assess the data to be released for risk to the Department, and for potential implications on litigation, statutory or regulatory conditions on data release, and other legal considerations that may impact release. Legal Services may review the expert determination documentation to ensure compliance with the HIPAA Privacy Rule as applicable.

Departmental Release Procedures (Step 6)

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[25] 45 CFR section 164.514 (b)

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Step 6 in the Data Assessment for Public Release Process provides for departmental release procedures for de-identified data. After completion of the statistical de- identification process, each department will specify the additional review steps necessary for public release of various data products. Products may include but are not limited to reports, presentation, tables, PRA responses, media responses and legislative responses.

Potential reviews include Public Affairs. Public Affairs is often designated to receive all publications, brochures, or pamphlets intended for public distribution to be printed or reproduced to review the material to determine if it requires Agency Approval or Governor's Office approval. Public Affairs may also be designated to review content toassess the data table for compliance with the Americans with Disabilities Act of 1990[26] (ADA).

Departments may also consider processes for quality assurance reviews: The may apply to data products being added to the web sites to ensure that they have had appropriate reviews and de-identification steps. It may also include reviews of updatedreports. Many reports maintain the same variables and formats but have updated numbers/information on a periodic basis (monthly, quarterly, annually). For these reports, departments may consider a centralized review to ensure data products are consistent with previously reviewed reports and have not had changes that would change the previous assessment.

[26] 42 U.S.C 12101 et seq.

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8) DDG Governance

Governance for DDG will be provided by the Data Subcommittee with support from theRisk Management Subcommittee. The Subcommittees are part of the CHHS governance structure as described in the CHHS Information Strategic Plan.[27] Governance for the CHHS DDG will provide the following support for departments andoffices.

- Maintain the CHHS DDG, which will include updates and revisions to thedocument as well as annual reviews for currency.
- Coordinate integration of the CHHS DDG into the Statewide Health InformationPolicy Manual (SHIPM), Section 2.5.0 De-identification[28] and the CHHS Open Data Handbook.
- Convene a Peer Review Team (PRT).
- Provide for escalation of issues that cannot be resolved by the PRT.

The CHHS PRT will include no more than two representatives from each department oroffice. Membership of the PRT is expected to include individuals with the following background and experience.

- Knowledge of and experience with generally accepted statistical and scientificprinciples and methods for rendering information not individually identifiable.
- Knowledge of and experience with legal principles associated with data de-identification in compliance with California IPA and HIPAA.

The PRT will have the following responsibilities:

- Provide review and consultation regarding a department's DDG to ensure it is consistent with the CHHS DDG. This may be particularly useful if a department incorporates methods for de-identification in the department's DDG that have notalready been documented in the CHHS DDG.
- Provide for escalation and review of data de-identification questions or issuesthat a department is not comfortable resolving independently.
- Develop training tools to be used by departments when developing and implementing department specific DDGs based on the content of the CHHSDDG.

The PRT will not review all disclosures or data released by each department.

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[27] California Health and Human Services Agency, Information Strategic Plan 2016.

[28] http://www.ohi.ca.gov/calohi/ohii-shipm-manual.htm

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9) Publicly Available Data

A critical step in reviewing data for public release is the consideration of what other datamay be publicly available that could be used in combination with the newly released data to identify the individuals represented in the data. This section will highlight some specific data sets that are publicly available that may be used in combination with CHHS data that would contribute to potential increased risk.

Common kinds of data with personal information include: real estate records, individual licensing databases (MD, RN, contractors, lawyers, etc.), marriage records, news (and other) media reports, commercially available databases (data brokers, marketing), courtdocuments, etc.

Vital Records Data

Another common data set for programs to be aware of are the publicly available electronic birth and death indices from Vital Records, as specified in Health and SafetyCode section 102230(b).
The following are provided in the birth record indices:

- First, middle, and last name
- Sex
- Date of birth
- Place of birth

The following are provided in the death record indices:

- First, middle, and last name
- Sex
- Date of birth
- Place of birth
- Date of death
- Place of death
- Father's last name

Other potential sources of publicly available data to consider are informational certifiedcopies of birth and death certificates. In California, anyone can obtain an informational certified copy of birth and death certificates, which are clearly marked as un-authorizedcopies that cannot be used to verify identity. In reality, it is difficult to use these as a dataset for the following reasons:

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- Certified copies of birth and death certificates must be obtained on an individualbasis, and you must be able to identify the record. In other words, an individual cannot simply ask for a stack of certificates for purposes of creating a dataset.

- Certified copies are issued on specialized banknote paper, not in electronicformat, which creates a problem of scale when trying to create a dataset.

- There is a $25 fee for each certified copy of a birth certificate and $21 for a certified copy of a death certificate, which also creates a problem of scale whentrying to create a dataset.

- Certified copies are meant for individual use. A request for a large amount of certificates may generate an investigation among vital records staff as to why somany certificates were requested at once.

CHHS Open Data Portal

As additional data sets are added to the Open Data Portal, programs need to take that information into account when considering potential risk for any given data set. The CHHS Open Data Workgroup will be providing easier access to both lists of data currently on the portal as well as data sets planned for addition to the porta. While significant with over 100 data sets, this is not exhaustive because of the PRA, which allows for an extremely broad amount of information to be released in a sporadic way. So some specificity can occur but not completely. CHHS departments have a duty of due diligence in the de-identification process regarding consideration of published identifiable data, published de-identified data and the soon to be published de-identifieddata.

Listed below are individual records or documents that the Department of Rehabilitationhave available to the public:

- Fair Hearing Decisions include appellant's initials and possibly other information,depending on issue appellant presents for hearing, such as sex, disability, employment, education, vocational rehabilitation services, etc.; and

- Monthly Operating Reports and information therefrom includes names of licensees and financial information regarding the operation of the licensees' operation of vending facilities in the Business Enterprises Program for the Blind.To be eligible for this program, the individuals must be legally blind.

Public Census and Demographic Information

The Demographic Research Unit (DRU) of the California Department of Finance is designated as the single official source of demographic data for state planning and budgeting.[29] The DRU produces the following products which serve as the basis for understanding the population characteristics and distributions that frequently make up the denominators in the review of data sets.

[29] http://www.dof.ca.gov/research/demographic/dru/index.php

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- Estimates - Official population estimates of the state, counties and cities produced by the Demographic Research Unit for state planning and budgeting.

- Projections - Forecasts of population, births and public school enrollment at thestate and county level produced by the Demographic Research Unit.

- State Census Data Center - Demographic, social, economic, migration, and housing data from the decennial censuses, the American Community Survey, theCurrent Population Survey, and other special and periodic surveys.

Commonly Shared Information

With the growth of social media, people frequently share information through tools suchas Facebook, Linked In, and Tweets. While it would be impossible to take into accountall information that people make public about themselves, there is an expectation that acertain amount of information is likely to be in the public domain based on information individuals frequently provide about themselves. Examples of such information include wedding dates, birth dates, education (high school, college) and professional certifications.

Geographic Information

Geographic information is particularly suited to being combined with other geographic information given the relatively standardized was data is coded (latitude, longitude, county, etc.) With the use of mapping tools, various information can be combined in a way that is called a “mash up.” “A mashup, in web development, is a web page, or web application, that uses content from more than one source to create a single new service displayed in a single graphical interface. For example, you could combine the addresses and photographs of your library branches with a Google map to create a mapmashup.[1] The term implies easy, fast integration, frequently using open application programming interfaces (open API) and data sources to produce enriched results that were not necessarily the original reason for producing the raw source data.”[30]

[30] http://en.wikipedia.org/wiki/Mashup_(web_application_hybrid)

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10) Development Process

The CHHS Data Subcommittee requested the convening of the CHHS Data De-Identification Workgroup to develop the DDG.

The DDG Workgroup began with an orientation to the topic of data de-identification and presentations by the DHCS, OSHPD and California Department of Public Health (CDPH) regarding current practices and activities related to data de-identification. The DDG Workgroup used the Public Aggregate Reporting for DHCS Business Reports (PAR-DBR) as a starting point for initial drafts. The PAR-DBR had been developed between April and August, 2014 through a workgroup processes within DHCS with inputand presentations from OSHPD, CDPH, and University of California, Los Angeles California Health Interview Survey. The PAR-DBR served as a basis for this document,including the literature review conducted as part of the development of the PAR-DBR.

The development process was designed to include an updated literature review, case examples and broad discussion among CHHS programs. Publishing data publicly is always a balance between the protection of confidentiality and the usability of the data.

The project timeline for the CHHS DDG Workgroup is below:

3/15/15 Planning Meeting Part 1 – Participants included DHCS, CDPH,OSHPD, OHII
3/20/15 Planning Meeting Part 2 – Participants included DHCS, CDPH,OSHPD, OHII
4/7/15 Present Objectives for the project and use the DHCS PAR-DBR as anexample
4/23/15 Presentations from OSHPD and CDPH regarding current processesand approach to small cell sizes
5/5/15 Discuss concept of uniqueness as a way to measure risk for re- identification and gather input from Departments/Offices regardingDDG variables and topics
5/27/15 Review initial draft DDG – Focus on new sections of the document6/8/15 Review initial draft DDG – Focus on Data Assessment for Public Release Procedure

May & Meet with each department/office individuallyJune, 2015

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6/30/15 Review draft DDG version 0.2

July 2015 Departments/offices vet the DDG within their departments/offices 8/21/15 Received input from the CHHS Risk Management Committee 8/6/15 Review draft DDG version 0.3
9/14/15 Progress update for DDG Workgroup and discussion of additionaltopics
12/18/15 Presentation from NORC to review their findings of the draft DDG 1/8/16 Receive final recommendations from NORC
Jan. 2016 Provide DDG version 0.4 to DDG Workgroup

2/18/16 Review and discussion of draft DDG version 0.4 with the DDGWorkgroup
3/18/16 Provide DDG version 0.5 with outstanding comments from the DDGWorkgroup to the Data Subcommittee
4/18/16 Provide revised draft DDG to the Data Subcommittee.

5/24/16 Provide draft DDG version 0.7 from the CHHS Data Subcommittee tothe CHHS Advisory Council. The Advisory Council shared the DDG version 0.7 with the other subcommittees and discussed the version
0.7 at the 6/8/16 meeting and the version 0.8 at the 7/6/16 meeting.7/7/16 Provide draft DDG version 0.10 to the Undersecretary.
9/23/16 DDG approved by CHHS Undersecretary as Version 1.0.

The final document will be incorporated into the Open Data Handbook and madepublicly available.

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11) Legal Framework

The overarching legal framework for the CHHS Data De-identification Guidelines is the California Information Practices Act, California Civil Code 1798 et seq., which was established in 1977 and applies to all state government entities. The IPA includes requirements for the collection, maintenance, and dissemination of any information thatidentifies or describes an individual. The IPA and other California statutes limit the disclosure of personal information, consistent with the California Constitutional right to privacy. However, state agencies are generally permitted (and sometimes required under the California Public Records Act and other laws) to disclose data that have beende-identified. Summarized or aggregated data may still be identifiable; the DDG provides Guidelines for assessing whether data have been de-identified.

While most state agencies are covered by the IPA, some are also covered by or impacted by HIPAA. Unlike the IPA, which applies to all personal information, HIPAAonly applies to certain health or healthcare-related information. HIPAA requirements apply in combination with IPA requirements.

“Personal Information” is defined by the California Civil Code section 1798.3(a) as “anyinformation that is maintained by an agency that identifies or describes an individual, including, but not limited to,

- his or her name,
- social security number,
- physical description,
- home address,
- home telephone number,
- education,
- financial matters, and
- medical or employment history.
- It includes statements made by, or attributed to, the individual.”

Under Section 1798.24 of the IPA, “An agency shall not disclose any personal information in a manner that would link the information disclosed to the individual towhom it pertains,” unless it is disclosed as described in Section 1798.24.

Senate Bill 13 updated the IPA, effective January 1, 2006, to require Committee for the Protection of Human Subjects (CPHS) review and approval before personal information(linkable to any individual) that is held by any state agency or department can be released for research purposes. CPHS does not delegate reviews for compliance with the IPA to other institutional review boards. (http://www.oshpd.ca.gov/Boards/CPHS/)

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California Laws Governing the Collection and Release of Confidential, Personal, or Sensitive Information (please note that this is not an exhaustive list)

General State Collected Information and Data

- Civ. Code 1798.24, 1798.24a, 1798.24b (all personal information includinghealth data)
- Gov. Code 11015.5 (electronically collected personal information)General Medical Data
- Civ. Code 56.10 – 56.11
- Civ. Code 56.13
- Civ. Code 56.29
- Health & Saf. Code 128730
- Health & Saf. Code 128735
- Health & Saf. Code 128736
- Health & Saf. Code 128737
- Health & Saf. Code 128745
- Health & Saf. Code 128766Birth Defects
- Health & Saf. Code 103850Blood Lead Analysis
- Health & Saf. Code 124130Cancer
- Health & Saf. Code 104315
- Health & Saf. Code 103875
- Health & Saf. Code 103885Child Health Information
- Health & Saf. Code 130140.1Child Health Screening
- Health & Saf. Code 124110
- Health & Saf. Code 124991

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Cholinesterase Testing

- Health & Saf. Code 105206Developmentally Disabled
- Health & Saf. Code 416.18
- Health & Saf. Code 416.8
- Welf. & Inst. Code 4514, 4514.3, 4514.5
- Welf. & Inst. Code 4517 (aggregation and publication of data)
- Welf. & Inst. Code 4744
- Welf. & Inst. Code 4659.22Environmental Health Hazards
- Health & Saf. Code 59016General Public Health Records
- Health & Saf. Code 121035
- Health & Saf. Code 100330Genetic Information
- Health & Saf. Code 124975
- Health & Saf. Code 124980
- Health & Saf. Code 125105 (prenatal test)
- Civ. Code 56.17HIV/AIDS
- Health & Saf. Code 121022
- Health & Saf. Code 121023
- Health & Saf. Code 121025
- Health & Saf. Code 121075
- Health & Saf. Code 121085
- Health & Saf. Code 121110
- Health & Saf. Code 121125
- Health & Saf. Code 121010
- Health & Saf. Code 120820
- Health & Saf. Code 120980
- Health & Saf. Code 121280
- Health & Saf. Code 120962

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- Health & Saf. Code 120975
- Health & Saf. Code 121080
- Health & Saf. Code 121090
- Health & Saf. Code 121095
- Health & Saf. Code 121120
- Rev. & T. Code 19548.2Immunizations
- Health & Saf. Code 120440Independent Medical Review
- Health & Saf. Code 1374.33

Involuntary Mental Health (LPS covered records)

- Welf. & Inst. Code 5328 through 5328.9
- Welf. & Inst. Code 5329 (aggregation and publication of data)
- Welf. & Inst. Code 5540
- Welf. & Inst. Code 5610
- Welf. & Inst. Code 4135
- Educ. C. 56863Medi-Cal Data
- Welf. & Inst. Code 14100.2
- Welf. & Inst. Code 14015.8
- Welf. & Inst. Code 14101.5Parkinson’s Disease Registry
- Health & Saf. Code 103865Payment and Billing Info
- Health & Saf. Code 440.40 (applies only to GACHs)Prenatal Tests
- Health & Saf. Code 120705
- Health & Saf. Code 125105

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Public Assistance

- Welf. & Inst. Code 10850 (Confidential Information)Public Social Services
- Welf. & Inst. Code 10850 Substance Abuse Treatment Data
- Health & Saf. Code 11845.5
- Health & Saf. Code 11812Vital Records
- Health & Saf. Code 102430
- Health & Saf. Code 102425
- Health & Saf. Code 102426
- Health & Saf. Code 102455
- Health & Saf. Code 102460
- Health & Saf. Code 102465
- Health & Saf. Code 102475
- Health & Saf. Code 103025

Federal Laws Governing Public Data Release

(please note that this is not an exhaustive list)

- HIPAA - Section 164.514 of the HIPAA Privacy Rule (45 CFR)
- 42 CFR Part 2
- Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFRPart 99)
- Freedom of Information Act (FOIA) (5 U.S.C. § 552)

Data De-identification

While the IPA does not include specific de-identification methods or criteria, the basic concept of statistical de-identification has no different meaning, and the basic standardof protection of identifiable data is no different for IPA covered PI than for HIPAA covered PHI.
The California Office of Health Information Integrity (CalOHII) is authorized by state statute to coordinate and monitor HIPAA compliance by all California State entities within the executive branch of government covered or impacted by HIPAA. The 2014 assessment that was revised July 2015, identified programs and departments in CHHS

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that are considered covered entities under HIPAA as a Health Care Provider, Health Care Plan, Health Care Clearinghouse, Hybrid Entity or Business Associate. Detail isprovided in Appendix B. One difference between CA IPA and HIPAA is the documentation requirement in HIPAA for data de-identified using the Expert Determination method. Each of the following departments will need to identify which programs within the department are impacted by HIPAA as part of the department specific DDG.

- Department of Aging
- Department of Developmental Services
- Department of Health Care Services
- Department of Managed Health Care
- Department of Public Health
- Department of Social Services
- Department of State Hospitals
- Health and Human Services Agency
- Office of Systems Integration

For programs and departments that are covered by HIPAA, de-identification must meetthe HIPAA standard. The DDG serves as a tool to make and document an expert determination consistent with the HIPAA standard. The following comes from federal guidance for HIPAA that provides more detail regarding Safe Harbor and Expert Determination under the HIPAA standard.

The HIPAA Standard[31] for de-identification of protected health information (PHI)[32] states "Health information that does not identify an individual and with respect to which there isno reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information." If the data are de-identified, and it is not reasonably likely that the data could be re-identified, the Privacy Rule no longer restricts the use or disclosure of the de-identified data.

The following is quoted from the "Guidance Regarding Methods for De-identification ofProtected Health Information in Accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule", published November, 2012 by the U.S. Department of Health & Human Services, Office for Civil Rights:(http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/guidance.html) (Formatting of text may be different than the original document.) The HIPAA De-identification Standard.

31 The Standard is found in the HIPAA Privacy Rule, 45 CFR section 164.514(a).

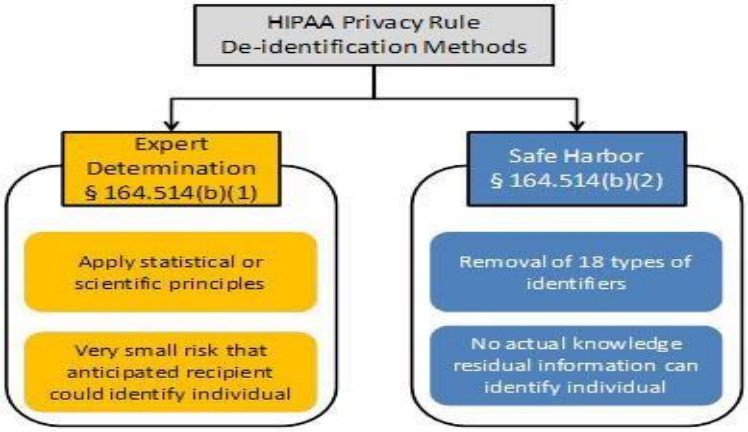
32 "PHI" is defined as information which relates to the individual's past, present, or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual, or for whichthere is a reasonable basis to believe can be used to identify the individual. (45 CFR section 160.103)

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Section 164.514(a) of the HIPAA Privacy Rule (45 CFR) provides the standard for de-identification of protected health information. Under this standard, health information is not individually identifiable if it does not identify an individual and if the covered entity has no reasonable basis to believe it can be used to identify an individual.

> § 164.514 Other requirements relating to uses and disclosures of protected health information.
>
> (a) *Standard: de-identification of protected health information.* Health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

Sections 164.514(b) and(c) of the Privacy Rule contain the implementation specifications that a covered entity must follow to meet the de-identification standard. As summarized in Figure 1, the Privacy Rule provides two methods bywhich health information can be designated as de-identified.
Figure 1. Two methods to achieve de-identification in accordance with the HIPAAPrivacy Rule.



The first is the "Expert Determination" method:

> (b) *Implementation specifications: requirements for de-identification of protected health information*. A covered entity may determine that health information is not individually identifiable health information only if:

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(1) A person with appropriate knowledge of and experience with generally accepted statistical and scientific principles and methods for rendering information not individually identifiable:

(i) Applying such principles and methods, determines that the risk is very small that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information; and

(ii) Documents the methods and results of the analysis that justify such determination; or

The second is the "Safe Harbor" method:

(2)(i) The following identifiers of the individual or of relatives, employers, orhousehold members of the individual, are removed:

(A) Names

(B) All geographic subdivisions smaller than a state, including street address, city, county, precinct, ZIP code, and their equivalent geocodes, except for the initial threedigits of the ZIP code if, according to the current publicly available data from the Bureau of the Census:

(1) The geographic unit formed by combining all ZIP codes with the same threeinitial digits contains more than 20,000 people; and

(2) The initial three digits of a ZIP code for all such geographic units containing20,000 or fewer people is changed to 000

(C) All elements of dates (except year) for dates that are directly related to an individual, including birth date, admission date, discharge date, death date, and allages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older

(D) Telephone numbers

(E) Fax numbers

(F) Email addresses

(G) Social security numbers

(H) Medical record numbers

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(I) Health plan beneficiary numbers

(J) Account numbers

(K) Certificate/license numbers

(L) Vehicle identifiers and serial numbers, including license plate numbers

(M) Device identifiers and serial numbers

(N) Web Universal Resource Locators (URLs)

(O) Internet Protocol (IP) addresses

(P) Biometric identifiers, including finger and voice prints

(Q) Full-face photographs and any comparable images

(R) Any other unique identifying number, characteristic, or code, except as permittedby paragraph (c) of this section [Paragraph (c) is presented below in the section “Re-identification”]; and

(ii) The covered entity does not have actual knowledge that the information could beused alone or in combination with other information to identify an individual who is asubject of the information.

Satisfying either method would demonstrate that a covered entity has met the standard in §164.514(a) above. De-identified health information created following these methods is no longer protected by the Privacy Rule because it does not fall within the definition of PHI. Of course, de-identification leads to information loss which may limit the usefulness of the resulting health information in certain circumstances. As described in the forthcoming sections, covered entities may wishto select de-identification strategies that minimize such loss.

Re-identification

The implementation specifications further provide direction with respect to re- identification, specifically the assignment of a unique code to the set of de-identifiedhealth information to permit re-identification by the covered entity.

> (c) *Implementation specifications: re-identification*. A covered entity may assign a code or other means of record identification to allow information de-identified under this section to be re-identified by the covered entity, provided that:

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(1) *Derivation.* The code or other means of record identification is not derived from or related to information about the individual and is not otherwise capable of being translated so as to identify the individual; and

(2) *Security.* The covered entity does not use or disclose the code or other means of record identification for any other purpose, and does not disclose the mechanism for re-identification.

If a covered entity or business associate successfully undertook an effort to identifythe subject of de-identified information it maintained, the health information now related to a specific individual would again be protected by the Privacy Rule, as it would meet the definition of PHI. Disclosure of a code or other means of record identification designed to enable coded or otherwise de-identified information to bere-identified is also considered a disclosure of PHI.

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12) Abbreviations and Acronyms

CalOHII..... California Office of Health Information Integrity
CDC..... Centers for Disease Control and Prevention
CDPH ..... California Department of Public Health
CDSS ..... Department of Social Services
CHHS ..... California Health and Human Services Agency
CMS ..... Centers for Medicare and Medicaid Services
CPHS ..... Committee for the Protection of Human Subjects
DDG ..... Data De-Identification Guidelines
DHCS ..... Department of Health Care Services
HIPAA..... Health Insurance Portability and Accountability Act
IPA..... Information Practices Act
MHSOAC..... Mental Health Services Oversight and Accountability Commission
OSHPD..... Office of Statewide Health Planning and Development
PAR-DBR ..... Public Aggregate Reporting - DHCS Business Reports
PHI ..... Protected Health Information
PI ..... Personal Information
PRA ..... Public Records Act
PRT ..... Peer Review Team

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13) Definitions

Aggregate – formed or calculated by the combination of many separate units or items(Oxford Dictionary).
De-identified – generally defined under the HIPAA Privacy Rule (45 CFR section 164.514) as information (1) that does not identify the individual and (2) for which there isno reasonable basis to believe the individual can be identified from it.

Denominator – the portion of the overall population being referenced in a table or afigure representing the total population in terms of which statistical values are expressed (Oxford Dictionary).

Numerator – the number of specific cases as identified by the variable from a given population or the number above the line in a common fraction showing how many of theparts indicated by the denominator are taken (Oxford Dictionary).

Protected Health Information – information which relates to the individual's past, present, or future physical or mental health or condition, the provision of health care tothe individual, or the past, present, or future payment for the provision of health care tothe individual, and that identifies the individual, or for which there is a reasonable basisto believe can be used to identify the individual (HIPAA, 45 CFR section 160.103).

Personal Information – includes information that is maintained by an agency which identifies or describes an individual, including his or her name, social security number,physical description, home address, home telephone number, education, financial matters, email address and medical or employment history. It includes statements made by, or attributed to, the individual (California Civil Code section 1798.3).

Publishable State Data – Data is Publishable State Data if it meets one of the followingcriteria: (1) data that are public by law such as via the PRA or (2) the data are not prohibited from being released by any laws, regulations, policies, rules, rights, court order, or any other restriction. Data shall not be released if it is highly restricted due to the Health Insurance Portability and Accountability Act (HIPAA), state or federal law (such data are defined as Level 3 later in this handbook).[33]

Re-Identified – matching de-identified, or anonymized, personal information back to theindividual.

[33] http://chhsopendata.github.io/

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15) Appendix A: Expert Determination Template

HIPAA covered entities in CHHS must de-identify data in compliance with the HIPAA standard. Under the HIPAA standard, either Safe Harbor or Expert Determination mustbe used. If Expert Determination is used then the documentation of the review is essential. The following may serve as a template for this documentation with the reference to the CHHS DDG to support the analysis documented.

Documentation of Expert Determination TemplateName of Report:

Reason for Data Release:

Identify why the data release does not meet Safe Harbor. For example:

The request does not meet the Safe Harbor standard because it includes counts by county (geographic area smaller than the state) or counts by month (which does not meet the criteria for dates). Therefore, the steps in the CHHS DDG are being used toassess the tables.

Document how the conditions of each step are met or notmet	**Result**
Step 1 – Presence of Personal Characteristics *Summary:*	
Step 2 – Numerator Denominator Condition *Summary:*	
Step 3 – Assess Potential Risk *Summary:*	

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Step 4 – Statistical Masking *Summary:*	
Step 5 – Expert Review *Summary:* *"Risk is very small that the information could be used, alone or in combination with other reasonably available information, by an anticipatedrecipient to identify an individual who is a subject of the information"*	

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16) Appendix B: 2015 HIPAA Reassessment Results

The CalOHII is authorized by state statute to coordinate and monitor HIPAA compliance by all California State entities within the executive branch of government covered or impacted by HIPAA. To help ensure full compliance with HIPAA, CalOHII conducted a reassessment with all State Departments in January 2014 and updated asof July 27, 2015.[34] The following are the self-reported results of this reassessment:

	DEPARTMENTS	COVERED ENTITIES					IMPACTED ENTITIES		
		Health Care	Health Care Plan	Health Care Clearinghouse	Hybrid Entity	Business	Trading Partner	Impacted by Data Content	Health Oversight Agency
	COVERED ENTITIES & BUSINESS ASSOCIATES								
1	Aging, Department of					X			X
2	Controllers Office, State					X			
3	Corrections and Rehabilitation, CA Dept. of,	X			X				
4	Developmental Services, Dept. of	X		X	X	X	X	X	X
5	Forestry and Fire Protection, Dept. of					X			
6	Health and Human Services Agency					X	X	X	
7	Healthcare Services, Department of		X				X	X	X
8	Justice, Department of					X			
9	Managed Health Care, Dept. of					X			X
10	Public Employees' Retirement System		X		X		X	X	
11	Public Health, Department of	X	X		X			X	X
12	Social Services, Dept. of					X			
13	State Hospitals, Dept. of	X			X	X	X	X	
14	Systems Integration, Office of					X			
15	Veterans Affairs, Dept. of (CalVET)	X			X				
	IMPACTED ENTITIES								
1	Health Information Integrity, California Office of								X
2	Health Planning and Development, Office of Statewide							X	
3	Industrial Relations, Dept. of							X	X
4	Insurance, Dept. of								X
5	Inspector General, Office of								X

34 http://www.ohi.ca.gov/calohi/download2011-HIPAA%20Assessment%20Results%207-27-2015.pdf

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17) Appendix C: State and County Population Projections

The following table is provided for reference related to the race and ethnicity composition at the county level. It is *State of California, Department of Finance, ReportP-1 (Race): State and County Population Projections by Race/Ethnicity, 2010-2060.*

Sacramento, California, January 2013. The table is for year 2010.

State/ County	Race/Ethnicity							
	Total (All race groups)	**White, not Hispanic or Latino**	**Black, not Hispanic or Latino**	**American Indian, not Hispanic or Latino**	**Asian, not Hispanic or Latino**	**Native Hawaiian and other Pacific Islander, not Hispanic or Latino**	**Hispanic or Latino**	**Multi-Race, not Hispanic or Latino**
California	**37,309,382**	**15,024,945**	**2,188,296**	**163,040**	**4,827,438**	**131,415**	**14,057,596**	**916,651**
Alameda	1,513,236	514,086	186,737	4,098	395,898	12,337	343,141	56,939
Alpine	1,163	869	0	204	2	0	71	17
Amador	37,853	30,091	950	539	447	53	4,859	913
Butte	219,990	164,870	3,139	3,376	9,458	397	31,670	7,080
Calaveras	45,462	37,999	353	518	526	59	4,779	1,227
Colusa	21,478	8,601	153	284	247	50	11,892	251
Contra Costa	1,052,211	508,220	93,096	3,033	149,853	4,532	256,047	37,431
Del Norte	28,544	18,522	1,060	1,928	933	21	5,126	953
El Dorado	180,921	143,909	1,289	1,543	6,739	248	22,443	4,750
Fresno	932,377	307,295	45,680	6,080	86,637	1,067	469,935	15,682
Glenn	28,143	15,688	181	463	663	17	10,664	467
Humboldt	134,663	103,996	1,404	6,940	3,127	320	13,560	5,316
Imperial	175,389	24,406	5,359	1,639	1,954	75	140,945	1,010
Inyo	18,528	12,309	102	1,895	184	12	3,629	396
Kern	841,146	325,711	45,798	5,933	33,266	996	414,414	15,028
Kings	152,656	54,303	10,686	1,305	5,343	216	77,595	3,208
Lake	64,599	47,973	1,186	1,531	647	81	11,165	2,016
Lassen	35,136	23,452	2,999	992	427	153	6,243	870
Los Angeles	9,824,906	2,746,305	821,829	19,527	1,336,086	23,152	4,694,972	183,035
Madera	151,328	57,494	5,204	1,818	2,661	98	81,807	2,246
Marin	252,731	184,377	7,069	520	14,004	423	39,459	6,879
Mariposa	18,193	15,224	118	456	158	21	1,677	539
Mendocino	87,924	60,398	544	3,433	1,469	79	19,691	2,310
Merced	255,937	83,475	8,742	1,134	17,363	466	140,472	4,286
Modoc	9,648	7,677	69	280	53	17	1,344	208
Mono	14,240	9,731	36	217	206	9	3,815	226
Monterey	416,259	136,348	11,334	1,372	24,430	1,882	231,700	9,193
Napa	136,811	77,088	2,457	533	9,377	299	44,235	2,823
Nevada	98,639	85,120	331	787	1,295	83	8,703	2,320
Orange	3,017,327	1,336,843	45,894	6,247	540,485	8,507	1,010,752	68,599

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State/ County	Race/Ethnicity							
	Total (All race groups)	White, not Hispanic or Latino	Black, not Hispanic or Latino	American Indian, not Hispanic or Latino	Asian, not Hispanic or Latino	Native Hawaiian and other Pacific Islander, not Hispanic or Latino	Hispanic or Latino	Multi-Race, not Hispanic or Latino
Placer	350,275	263,747	4,448	2,063	22,443	685	46,677	10,214
Plumas	19,911	16,989	173	453	98	14	1,602	581
Riverside	2,191,886	874,405	133,791	10,951	127,558	5,891	993,930	45,361
Sacramento	1,420,434	691,338	140,694	7,973	200,201	13,795	307,513	58,920
San Benito	55,350	20,573	380	215	1,542	54	31,721	865
San Bernardino	2,038,523	684,856	172,602	8,660	122,187	5,970	1,003,256	40,991
San Diego	3,102,745	1,501,675	148,728	14,121	333,728	13,606	999,392	91,494
San Francisco	806,254	338,874	46,758	1,808	268,020	3,145	122,869	24,780
San Joaquin	686,588	248,202	49,199	3,220	94,812	3,315	267,086	20,752
San Luis Obispo	269,713	191,725	5,392	1,367	8,622	334	56,309	5,965
San Mateo	719,729	303,475	19,474	1,134	178,665	10,225	184,420	22,337
Santa Barbara	424,050	201,823	7,507	1,817	20,281	675	183,511	8,436
SantaClara	1,786,429	627,438	43,926	4,085	573,622	6,413	481,108	49,838
SantaCruz	263,260	156,796	2,357	972	11,260	288	84,804	6,783
Shasta	177,472	145,533	1,429	4,150	4,893	216	15,410	5,841
Sierra	3,230	2,883	4	34	3	2	258	48
Siskiyou	44,893	35,691	537	1,547	548	58	4,663	1,848
Solano	413,117	170,275	58,396	1,853	59,126	3,304	99,759	20,405
Sonoma	484,084	321,695	7,009	3,560	17,581	1,404	120,414	12,422
Stanislaus	515,205	243,208	12,534	2,894	24,168	3,170	216,228	13,003
Sutter	94,669	48,033	1,734	925	13,582	251	27,326	2,818
Tehama	63,487	45,708	347	1,213	548	53	14,010	1,610
Trinity	13,713	11,307	38	536	183	12	1,080	557
Tulare	443,066	145,549	5,505	3,319	13,543	370	269,012	5,767
Tuolumne	55,144	45,279	1,161	831	546	51	5,950	1,327
Ventura	825,077	402,144	13,216	2,363	55,015	1,351	333,230	17,758
Yolo	201,311	100,679	5,025	1,094	26,065	842	61,057	6,549
Yuba	72,329	42,666	2,134	1,260	4,659	256	18,192	3,162

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Introduced: 12/12/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Director of Health Services or designee to execute Amendment No. 3, effective upon execution, to a Platform License Agreement, No. A-14686, between the County of Monterey and Conduent Health Communities Corporation (CHCC), adding a Data Usage Agreement; and
b. Approve and authorize the Health Director Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($7,000) of the original Platform License Agreement amount, do not significantly alter the scope of services, and do not exceed a revised maximum amount of $187,000.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Authorize the Director of Health Services or designee to execute Amendment No. 3, effective upon execution, to a Platform License Agreement, No. A-14686, between the County of Monterey and Conduent Health Communities Corporation (CHCC), adding a Data Usage Agreement; and
b. Approve and authorize the Health Director Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($7,000) of the original Platform License Agreement amount, do not significantly alter the scope of services, and do not exceed a revised maximum amount of $187,000.

SUMMARY/DISCUSSION:
Conduent Healthy Communities Corporation (CHCC) hosts a Standalone Platform (CHCC Platform) which is a customizable website template system that collects and reports de-identified population health data from multiple sources.

The customization and use of CHCC Platform enables the county and community partners to develop focused strategies, implement programs, and monitor outcomes using the data while maintaining national health accreditation. It will also enable the community to access the information which improves transparency and helps to visually draw associations between social, environmental, and behavioral factors that impact health.

The execution of Amendment No, 3 will enable MCHD to include a Data Use Agreement for non-public patient level data, Health and Safety Code Section 128766, for the provision of CHCC to utilize the data collected by County from California Department of Health Care Access and Information (HCAI) limited patient-data sets to include additional data analytics deidentified hospitalization, emergency room, and mental health data to the existing platform license, and continue to provide tools and templates for data visualization and mapping that will be publicly accessible through June 23, 2025.

No installation of software locally for MCHD staff is required for data upload, use, or customization of the website. MCHD Staff will utilize the data and website template to provide publicly accessible

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information on: <https://www.datasharemontereycounty.org/>.

This work supports the Monterey County Health Department 2018-2024 Strategic Plan Goals: 1. Empower the community to improve health; and 2. Enhance community health and safety through prevention. It also supports one of the ten essential public health services, specifically: 9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved this Data Usage Agreement as to form and fiscal provisions, respectively.

FINANCING:
Funding for this agreement is included in the Health Department's (HEA014-8438) FY 2023-24 Adopted Budget and provision for it will be made in the Department's Requested Budget for the years out.

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: Roxann Seepersad, Supervising Public Health Epidemiologist, 755-4522

Approved by:

DocuSigned by:
293774DBE9524FF... Date: 1/3/2024 | 10:42 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526
On behalf of Elsa Mendoza Jimenez

Attachments:
Board Report
Amendment No. 3
Amendment No. 2
Board Order-Amendment No. 2

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Amendment No. 1
Board Order-Amendment No. 1
Agreement
Board Order-Agreement

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California Providing Access and Transforming Health (PATH)
Technical Assistance Marketplace Program

TA Vendor
Acknowledgement of TA Marketplace Terms and Conditions

As an express condition of participating in the Technical Assistance Marketplace ("TA Marketplace") Program funded by the California Department of Health Care Services ("DHCS") as part of the California Providing Access and Transforming Health ("PATH") Initiative, County of Monterey, Monterey Co. Health Dept. ("Vendor Applicant"), whose business address is 1270 Natividad Rd., Salinas, CA. 93906 and whose Federal Tax Identification number is 94-6000524, hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Eligibility. Compensation through the DHCS' TA Marketplace Program is available for the provision of technical assistance for entities providing Enhanced Care Management ("ECM") and Community Supports. Qualified applicants include city, county, and other government agencies; county and community-based providers, including, but not limited to, public hospitals, community-based organizations, and Medi-Cal Tribal and the Designees of Indian Health Programs contracted with or that intend to contract as ECM or Community Supports providers; and other entities as approved by DHCS. In order to offer services through the TA Marketplace Program, eligible applicants must:

a. Demonstrate experience providing the types of services/offerings the applicant is being contracted to provide, to one or more of the entity types eligible to receive technical assistance through the TA Marketplace;
b. Maintain business licensing or accreditation that meets industry standards, if required;
c. Maintain a physical presence in California or be capable of providing all services virtually;
d. Demonstrate cultural competency and non-discriminatory practices;
e. Commit to participation in any required onboarding/training activities;
f. Comply with all reporting and oversight requirements;
g. Demonstrate substantial capacity to serve multiple organizations at the same time, and/or the ability to scale their business as needed to accommodate TA Marketplace demand;
h. Provide rates for TA services to DHCS in advance, which shall be subject to approval; and
i. Provide customer references that would confirm excellent service was provided through performance rating upon reference check.

II. Role of Third-Party Administrator. DHCS has designated Public Consulting Group LLC ("PCG") as third-party administrator ("TPA"), to administer the TA Marketplace Program and to communicate with Applicant with respect to program administration. Applicant understands that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions, payment delays, or actions.

III. No Liability of DHCS or TPA. Neither DHCS nor the TPA shall be liable to Applicant for any incidental, indirect, special, punitive, or consequential damages, including, but not limited to,

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such damages arising from any type or manner of commercial, business, or financial loss, even if PCG or DHCS had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable. Applicant hereby releases and holds harmless DHCS, the TPA, and their respective officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the PATH TA Marketplace Program.

IV. No Guarantee of TA Marketplace Selection. Applicant understands that inclusion in the TA Marketplace does not guarantee that Applicant will be selected to provide services by any customer. Neither DHCS nor the TPA guarantee any minimum amount work or compensation to Applicant.

V. Statement of Work. If approved to enter the TA Marketplace and selected by one or more customers, Applicant will collaborate with each customer to develop a Statement of Work ("SOW") substantially in the form attached hereto as Attachment A that details the services that Applicant will perform and the budget for the project. Once Applicant and the customer have agreed upon and each signed the proposed SOW, Applicant must submit the SOW to DHCS, through the TPA. Services may begin only after Applicant has received DHCS approval of the SOW, as communicated through the TPA. Changes to the services may only be made through a written amendment to the SOW, approved by Applicant, the customer, and DHCS, as communicated through the TPA.

VI. Key Personnel. All key personnel that Applicant will assign to a customer's project should be identified in the relevant SOW. In the event that key personnel identified in an SOW become unavailable for assignment or are unable to commit the level of effort anticipated without substantial deviation (more than ten (10) percent of the agreed upon level of effort), Applicant shall immediately provide written notification to DHCS, through their TPA Contact Person listed in Section X, item (g) below. The written notification should provide a minimum of ten (10) days advance notice of the proposed change in key personnel staffing and a plan for replacing the named key personnel, including the name and background of the proposed substitution, in sufficient detail so as to permit DHCS to evaluate the impact of the change or reduction in the work. No diversion or reduction in level of effort of key personnel shall be made by Applicant without prior written consent of DHCS, through the TPA. Such consent shall be given in a timely fashion and not be unreasonably withheld. Approved changes to key personnel will be documented in a formal amendment to the SOW, signed by all parties.

VII. Use of PATH Funding.

a. Statement of Work. Applicant shall use the compensation it receives from DHCS exclusively to implement the project(s) outlined in approved SOWs, and for no other purpose.

b. PATH Guidance and Conditions. In using DHCS funds, Applicant must follow all terms, conditions, and guidelines provided in the Technical Assistance Marketplace Program guidance, found at www.ca-path.com, and in these Terms and Conditions, as well as all federal, state, and local rules, guidelines, and regulations, including but not limited to, health and safety guidelines.

VIII. Compensation Amount and Method of Payment.

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a. Compensation Amount. Applicant will be paid pursuant to the budget and payment terms contained in each approved SOW.

b. Method of Payment. DHCS, through the TPA, shall pay Applicant via direct deposit into Applicant's chosen account, provided Applicant has provided all required information, forms, and documentation required to facilitate payment.

c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Applicant in the disbursement of funds.

IX. Term. If approved to offer services through the TA Marketplace, Applicant agrees to offer services through June 30, 2027, unless Applicant's participation in the TA Marketplace Program is terminated earlier pursuant to Section IX below or extended by DHCS.

X. Intellectual Property Rights

a. Ownership

i. Except where DHCS has agreed in a signed writing to accept a license, 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 Applicant or DHCS and which result directly or indirectly from this Agreement.

ii. 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.

1. 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.

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iii. In the performance of this Agreement, Applicant will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Applicant may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Applicant shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Applicant nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Applicant accesses any third-party Intellectual Property that is licensed to DHCS, Applicant agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

iv. Applicant agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Applicant enters into any agreements or subcontracts with other parties in order to perform this Agreement, Applicant shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Applicant or DHCS and which result directly or indirectly from this Agreement or any subcontract.

v. Applicant further agrees to assist and cooperate with 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 DHCS' Intellectual Property rights and interests.

b. Applicant guarantees that its use or creation of any intellectual property under any SOW does not infringe upon the intellectual property rights of any third party and Applicant will indemnify, defend, and hold DHCS, PCG, and TA Marketplace customers harmless from all claims, losses, expenses, fees (including attorney's fees), costs, and judgments that may be asserted as a result of any breach by Applicant of this guarantee. Retained Rights / License Rights

i. Specifically as applied to these terms and conditions, except for Intellectual Property made, conceived, derived from, or reduced to practice by Applicant or DHCS and which result directly or indirectly from this Agreement, Applicant shall retain title to all of its Intellectual Property and enhancements to its Intellectual Property to the extent such Intellectual Property was or is in existence prior to the effective date of this Agreement. Applicant hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use and copy, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Applicant'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 Applicant assigns all rights, title and interest in the Intellectual Property as set forth herein. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about

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Applicant and its activities pursuant to the TA Marketplace Program and may authorize others to do so without limitation, except as restricted by applicable law.

ii. Nothing in this provision shall restrict, limit, or otherwise prevent Applicant from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Applicant's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of 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

i. Applicant agrees that for purposes of copyright law, all works [as defined in Section XI, subsection (ii)(1) above] of authorship made by or on behalf of Applicant in connection with Applicant's performance of this Agreement shall be deemed "works made for hire." Applicant further agrees that the work of each person utilized by Applicant in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Applicant or that person has entered into an agreement with Applicant to perform the work. Applicant shall enter into a written agreement with any such person that: (i) all work performed for Applicant shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Applicant or DHCS and which result directly or indirectly from this Agreement.

ii. 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 Applicant or DHCS and which result directly or indirectly from this Agreement, shall include 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. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." 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

i. With respect to inventions made by Applicant in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Applicant hereby grants to DHCS a license, as described under Section XI, subsection (b) above, 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 Applicant agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such

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inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

XI. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

e. In any agreement funded in whole or in part by the federal government, 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 throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

XII. Reporting Requirements.

Applicant shall periodically provide written and oral reports to the TPA Contact Person, including regular reporting on progress towards achieving TA project milestones, barriers to TA project completion, identified successes and challenges in pursuing TA project(s); lessons learned and best practices identified in pursuing TA project(s); results from any TA customer surveys assessing satisfaction; summary of complaints/grievances received related to the TA Marketplace initiative; and other metrics as defined, including a description of the average weekly hours worked by Applicant in the furtherance of TA project(s). If Applicant fails to submit any report within thirty (30) calendar days of the request, DHCS may terminate Applicant's participation in the TA Marketplace Program.

XIII. Additional DHCS Terms and Conditions.

a. Funding received through the TA Marketplace Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources.

b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Applicant of any such changes in writing.

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c. Applicant may neither assign nor subcontract its obligations under any SOW to any other entity without the prior written consent of DHCS. If a subcontractor is approved by DHCS, Applicant will submit its Subcontractor Agreement outlining the scope of work and terms with the preapproved entity to DHCS for review and approval prior to execution and to the commencement of any subcontracted work.

d. Applicant may be subject to audit or inquiry with respect to the receipt and use of DHCS funds at any time. Applicant must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within one (1) business day of receipt and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.

e. Applicant must alert DHCS and the TPA within twenty-four (24) hours if circumstances prevent it from carrying out any of the activities described in an approved SOW. In such cases, Applicant may be required to return unused funds to DHCS.

f. Applicant's authorized representative for the purposes of communications related to the TA Marketplace Program is:

[Name Patricia Alcocer]
[Contact Info 831.320.3098 \ 831.595.4435] alcocerp@co.monterey.ca.us

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of Applicant. Applicant shall notify DHCS and the TPA in writing within twenty-four (24) hours of any change to the above-named authorized representative.

g. The TPA's contact person for all inquiries and notices related the TA Marketplace Program is:

Meghan Cox
ta-marketplace@ca-path.com

h. Applicant will retain all records and documentation related to the receipt and use of DHCS funds, including all documentation used to support and detail expenditures, for no less than three (3) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.

i. Applicant shall facilitate the performance of employee criminal and credit background checks and drug and alcohol tests at its expense if reasonably requested by DHCS.

j. Applicant will not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

XIV. Termination. Applicant may be terminated from the TA Marketplace Program in any of the following circumstances:

a. If Applicant fails to perform any one or more of the requirements set forth in these Terms and Conditions;

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b. If DHCS receives a complaint from a customer regarding services provided by the Applicant;

c. If either Applicant or all of Applicant's customer(s) cease to be eligible for CA PATH funding or services;

d. If any of the information provided by Applicant to DHCS or to the TPA is untruthful, incomplete, or inaccurate;

e. Upon Applicant's debarment or suspension by competent authority;

f. Upon Applicant's indictment in any criminal proceeding;

g. If Applicant is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;

h. If DHCS does not receive or maintain sufficient funds to administer the program;

i. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the TA Marketplace Program;

j. For any other purpose deemed necessary or advisable by DHCS; or

k. Upon mutual written consent of both DHCS and Applicant.

In the case of early termination, Applicant may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, APPLICANT has executed this Acknowledgment as of the date set forth below.

APPLICANT

DocuSigned by:
Signature
Elsa Mendoza Jimenez, Director of Health Services
Printed Name and Title

8/31/2023 | 1:32 PM PDT
Date

Approved as to Form:

DocuSigned by:
Stacy Saetta
Signature
Stacy Saetta Chief Deputy County Counsel.
Printed Name and Title

8/31/2023 | 10:30 AM PDT
Date

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
Signature
Patricia Ruiz Auditor Controller Analys
Printed Name and Title

8/31/2023 | 11:28 AM PDT
Date

DocuSign Envelope ID: 8B6209CC-A5A5-4349-8952-EEBB0E8E8336

Introduced: 12/11/2023 **Current Status:** Agenda Ready

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

a. Ratify the execution by the Director of Health Services or designee of a Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 1") and an updated Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 2”) authorizing the participation by the County of Monterey in the Technical Assistance Marketplace (“TA Marketplace”) of the California Department of Health Care Services (“DHCS”) California Advancing and Innovating Medi-Cal (“CalAIM”) Initiative, enabling the County of Monterey Health Department ("CMHD") to provide CalAIM TA Marketplace services to DHCS-approved community-based organizations, government agencies, and other entities for a retroactive term of March 15, 2023, through June 30, 2027; and
b. Approve Director of Health Services’ recommendation to accept non-standard provisions in Acknowledgements 1 and 2.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Ratify the execution by the Director of Health Services or designee of a Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 1") and an updated Vendor Acknowledgement of Terms and Conditions (“Acknowledgement 2”) authorizing the participation by the County of Monterey in the Technical Assistance Marketplace (“TA Marketplace”) of the California Department of Health Care Services (“DHCS”) California Advancing and Innovating Medi-Cal (“CalAIM”) Initiative, enabling the County of Monterey Health Department ("CMHD") to provide CalAIM TA Marketplace services to DHCS-approved community-based organizations, government agencies, and other entities for a retroactive term of March 15, 2023, through June 30, 2027; and
b. Approve Director of Health Services’ recommendation to accept non-standard provisions in Acknowledgements 1 and 2.

SUMMARY/DISCUSSION:

County of Monterey Health Department (CMHD) has been approved by the California Department of Health Care Services (DHCS) to serve as a Technical Assistance (TA) Marketplace Vendor under the CalAIM, California Providing Access and Transforming Health (PATH) Initiative. CMHD's Planning, Evaluation, and Policy (PEP) unit will provide TA services to DHCS-approved recipients, including community-based organizations, government agencies, and other entities providing CalAIM Enhanced Care Management (ECM) and Community Supports (CS) services to individuals receiving Medi-Cal. The TA services being offered will include Engaging in CalAIM, Promoting Health Equity, Supporting Cross-Sector Partnerships and Workforce Development.

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DHCS has designated the Public Consulting Group, LCC (PCG) as a third-party administrator (TPA) to administer the TA Marketplace Program and communicate with CMHD regarding program administration. DHCS will provide funding to the TA Marketplace TPA for distribution to CMHD with a retroactive start date of March 15, 2023, through June 30, 2027.

The TPA will administer the TA Marketplace website and the application process for qualified recipients. Once a recipient receives DHCS approval for services, the recipient will select a TA Marketplace service provider, such as the CMHD PEP unit. The recipient will then select for the TA projects to be "Off the Shelf" or "Hands-on."

"Off the Shelf" TA projects are ready to go TA projects packaged for convenient, efficient delivery. Off the Shelf projects will typically be more standardized resources like trainings, well-defined program models or data tools, or best practices guides that are relevant in a variety of settings with little to no customization. CMHD PEP unit will develop Off the Shelf TA projects on an ongoing basis based on the trending demand. Off the Shelf TA projects will vary in cost from $3,000-$15,000 depending on amount of work hours and level of required staff expertise.

"Hands-On" TA projects are customized TA projects tailored to the unique needs of the TA recipient. Hands-on projects will require CMHD PEP staff to work with the TA recipients to develop a unique scope of work (SOW) and budget to describe the project and corresponding deliverables. Hands On TA projects will vary in cost based on project type and amount of work hours. CMHD 2022-23 fee schedule will apply with adjustments based on annual assessment.

RESEARCH, EVALUATION, INFORMATION TECHNOLOGY FEE:

CATEGORY/SERVICE DESCRIPTION	*FEE*	*PER*
1. Grant proposal development and preparation……	130.00	Hour
2. Contract or agreement preparation ……	142.00	Hour
3. Policy development, draft policy language and technical assistance……..	146.00	Hour
4. Research, Evaluation, and Assessment……...	129.00	Hour
5. Publication, report development, review (data and fact checking)……...	129.00	Hour
6. Data collection, extraction, statistical analysis, interpretation- **basic**…….	114.00	Hour
7. Data collection, extraction, statistical analysis, interpretation- **advanced**…….	118.00	Hour
8. Spatial analysis and/or mapping……...	124.00	Each
9. Database cleaning and management……	127.00	Each

CMHD PEP will submit completed Hands-on projects SOW with budget to DHCS through the TPA for approval, and changes to the SOW may only be made through a written amendment approved by all parties.

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CMHD PEP will be compensated pursuant to the budget and payment terms contained in each DHCS-approved SOW. DHCS, through the TPA, will compensate CMHD PEP via direct deposit provided all agreed-upon information forms and documentation are provided.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
There will be no impact to the General Fund from approval of this item. The associated appropriations and revenues are included in the Health Administration (001-4000-8438-HEA014) Fiscal Year (FY) 2022-23 Adopted Budget and in the FY 2023-24 Requested 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: Patricia Alcocer, Management Analyst II, 320-3298

Approved by:

DocuSigned by:
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Date: 12/21/2023 | 11:59 AM PST
Elsa Mendoza Jimenez, Director of Health Services, 755-4526

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Attachments:
Board Report
Acknowledgment of TA Marketplace Terms and Conditions
Updated Acknowledgement of TA Marketplace Terms and Conditions

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Introduced: 12/12/2023 **Current Status:** Agenda Ready

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

a. Receive a broadband status report from the Chief Information Officer;
b. Receive and Accept the Monterey County Broadband Strategic Plan; and
c. Receive a broadband strategic plan presentation by MMKelly Consulting on behalf of TeleworX, LLC.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive a broadband status report from the Chief Information Officer;
b. Receive and Accept the Monterey County Broadband Strategic Plan; and
c. Receive a broadband strategic plan presentation by MMKelly Consulting on behalf of TeleworX, LLC.

SUMMARY/DISCUSSION:
The presentation will be divided into two parts, covering the following aspects:

1) A broadband update that outlines the current status of projects funded by the Advanced Research Projects Agency (ARPA), progress on the Local Area Technical Assistance (LATA) grant, and details on Federal Funding Account applications submitted by various entities, including the Rural County Representatives of California (RCRC) affiliate, Golden State Finance Authority (GSFA).
2) The second part of the presentation will focus on the Broadband Strategic Plan, presented by MMKelly Consulting on behalf of TeleworX, LLC. The board previously approved a letter on June 8, 2021, endorsing the grant application submitted by RCRC affiliate GSFA to the U.S. Department of Commerce's Economic Development Representative. This grant application sought funding for the development of a Broadband Strategic Plan, which spanned multiple counties, including the County of Monterey.
In addition, the board also approved a Memorandum of Understanding (MOU) between the County of Monterey and GSFA, delineating the roles and responsibilities of each agency in seeking grant funding to augment the costs and the participation required for the development of the Broadband Strategic Plan for the County of Monterey. The county committed a $25,000 match required for county participation in the strategic planning. In September 2022, the grant was awarded, leading to the release of an RFP by RCRC for consulting services to formulate the broadband strategic plan. By February 2023, TeleworX, LLC was selected as the consultant and contracted with GSCA. The presentation by MMKelly on behalf of TeleworX, LLC provides an overview of the proposed plan.

OTHER AGENCY INVOLVEMENT:
Designees from Information Technology, Department of Social Services, Monterey County Free

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Libraries, Health Department, Housing and Community Development, Public Works, Facilities, and Parks, County Administration, Monterey County Office of Education, Hartnell College, Salinas Valley Chamber of Commerce, Monterey Bay Economic Partnership, Cities of Gonzales, Soledad, Greenfield, Salinas, Marina, and King City were included and given opportunities to provide input in the development of the strategic plan.

FINANCING:
The $25,000 required for Monterey County participation and MOU was addressed and paid in FY 2022-23.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The collaborative efforts and partnerships aimed at enhancing broadband access are poised to bridge the digital divide across Monterey County. The broadband strategic plan serves as the cornerstone, laying the groundwork for the investment and implementation of broadband infrastructure. This initiative will furnish essential information for local elected officials, empowering them to formulate policies that foster investment. Furthermore, the broadband strategy is instrumental in enabling communities to capitalize on funding opportunities that either mandate or strongly recommend the existence of a well-defined plan.

X Economic Development
__Administration
X Health & Human Services
X Infrastructure
__Public Safety

Prepared by: Sarah House, IT Manager, 759-6992

Approved by:

DocuSigned by:
Eric Chatham
747D862C7BD04AE...
Date: 12/18/2023 | 10:54 AM PST
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Broadband Update Presentation
Broadband Strategic Plan Presentation
RCRC Broadband Strategic Plan

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Introduced: 12/7/2023
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Adopt an ordinance to amend the contract between the California Public Employees' Retirement System and the County of Monterey to provide Section 21118 Partial Service Retirement for local miscellaneous members and local safety members; and
b. Direct the Human Resources Department to work with the County Administrative Office and the Office of the County Counsel to implement the Partial Service Retirement Program.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Adopt an ordinance to amend the contract between the California Public Employees' Retirement System and the County of Monterey to provide Section 21118 Partial Service Retirement for local miscellaneous members and local safety members; and
b. Direct the Human Resources Department to work with the County Administrative Office and the Office of the County Counsel to implement the Partial Service Retirement Program.

SUMMARY/DISCUSSION:

On July 25, 2023, the Board of Supervisors authorized the Human Resources Department to work with the California Public Employees' Retirement System (CalPERS) to implement a Partial Service Retirement Program in the County of Monterey. The Partial Service Retirement Program will allow Department Heads to refer eligible employees, based on departmental operational needs and approval from the County Administrative Officer, to work part-time while simultaneously drawing on their CalPERS retirement benefits. This program will equip departments to provide mentoring opportunities for employees while retaining access to decades of institutional knowledge, years of experience, and specialized skill sets.

The establishment of Partial Service Retirement Program requires an amendment to the contract between the County of Monterey and the California Public Employees' Retirement System. The amendment of the contract requires a two-step process. The first step was completed on July 25, 2023, with the Board of Supervisors approving the intent to modify the contract with CalPERS. The second step requires the approval of the amendment to the contract between the County of Monterey and CalPERS (Attachment A) through an ordinance to establish Partial Service Retirement Program and approval of the Certification of Final Action of Governing Body Action (Attachment B). On November 28, 2023, the Board of Supervisors approved the introduction, waiving of the first reading, and set January 9, 2024, at 10:30 am as the date and time to consider the adoption of the ordinance to amend the contract.

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As such, the Human Resources Department recommends the Board of Supervisors adopt the Ordinance to Amend the Contract Between the County of Monterey and California Public Employees' Retirement System (Attachment C), the Certification of Final Action of Governing Body and authorize the Human Resources Department to work with the California Public Employees' Retirement System and applicable County departments to establish the Partial Service Retirement Program and amend the contract with CalPERS.

On November 28, 2023, the Board of Supervisors introduced the ordinance, waived reading, and advanced the ordinance for adoption at the meeting on January 9, 2024, at 10:30 a.m.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has consulted with the County Administrative Office, the Office of the County Counsel, and the Auditor-Controller's Office regarding the implementation of the Partial Service Retirement Program. The County Counsel's Office has reviewed the ordinance as to form.

FINANCING:
Participation in the Partial Service Retirement Program may result in higher costs for the participating department. Departments will absorb these costs in their existing department budgets. As the cost of implementing this program is dependent on the employee's actual participation in the program, CalPERS is unable to provide an estimated cost at this time. Employees participating in PSRP are not considered "retired" for purposes of CalPERS until they apply and are approved for full retirement benefits by CalPERS.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action addresses the Board of Supervisors' Administration Strategic Initiative and demonstrates the County's commitment to meeting the Board's initiatives by attracting, recruiting, and retaining a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared by: Melissa Zamora, HR Program Manager
Approved by: Andreas Pyper, Director of Human Resources

DocuSigned by:
Andreas Pyper
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Attachments:
Attachment A - Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Monterey
Attachment B - Certification of Final Action of Governing Body
Attachment C - Ordinance

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County of Monterey

Board Report

Legistar File Number: APP 24-003

Item No.

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

January 09, 2024

Introduced: 1/4/2024
Version: 1
Current Status: Agenda Ready
Matter Type: Appointment

Consider making an appointment to the Monterey County Regional Fire District Board of Directors for a four-year term, effective upon appointment through January 9, 2028.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider making an appointment to the Monterey County Regional Fire District (MCRFD) Board of Directors for a four-year term, effective upon appointment through January 9, 2028.

SUMMARY/DISCUSSION:
The Monterey County Regional Fire District is governed by five Board of Directors who are appointed by the County of Monterey Board of Supervisors (Board). In October 2023, the Board adopted a policy concerning appointments to the MCRFD Board of Directors for the purpose of setting forth a clear and equitable process for appointments by the Board to the MCRFD Board.

In accordance with the policy (Exhibit A), a 30-day solicitation period was initiated to fill a current vacancy on the Board of Directors on November 16, 2023. The vacancy must be filled through Board appointment of a resident from the supervisorial district's service territory, in this instance, either District 4 or 5. By December 16, 2023, two applications with resume and statement of interest were submitted; a third application was received late and incomplete. The two complete applications have been vetted by the County Administrative Officer and reviewed by County Counsel, see attached applications.

The Board is asked to confer and make an appointment to the MCRFD Board for a four-year term.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated with the Office of County Counsel.

FINANCING:
There are no financial impacts to the General Fund resultant to the Board receiving this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed action advances the Board's administrative and public safety initiatives.

Mark a check to the related Board of Supervisors Strategic Initiatives

__ Economic Development
X Administration
__ Health & Human Services

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__ Infrastructure
X Public Safety

Prepared by: Karina Bokanovich, Management Analyst
Approved by: Sonia M. De La Rosa, County Administrative Officer

DocuSigned by:
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Attachments:
Exhibit A - Policy
Application - Teri Short (District 4)
Application - Nichole Hollingsworth (District 5)

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County of Monterey

Board Report

Legistar File Number: 24-006

Item No.4

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

January 09, 2024

Introduced: 1/4/2024
Version: 1
Current Status: Agenda Ready
Matter Type: General Agenda Item

Consider proposed member of the Board of Supervisors' appointments to various Standing Committees and Non-County Entities for calendar year 2024 as recommended by the incoming Chair of the Board of Supervisors **AND** consider creation, dissolution and/or continuation of certain Board of Supervisors Ad Hoc Committees.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Consider the proposed member of the Board of Supervisors' appointments to various Standing Committees and Non-County Entities as proposed by the incoming Chair; and,
b. Consider the following options for each of Board of Supervisors Ad Hoc Committees:
    i. Creation or dissolution from 2024 appointments list; or
    ii. Confirm appointments and establish new termination date.

SUMMARY:
In March 2022, the Board of Supervisors (Board) adopted policy language establishing the rotation of appointments to standing committees with three-year terms, sequentially by district, and continued confirmation of members to ad hoc committees and appointments to non-county entities at the beginning of each calendar year.

DISCUSSION:
Board Policy G-10 (Exhibit A) addresses Board standing and ad hoc committees, non-county entities to which the Board makes appointments, and the process for making such appointments. The policy set forth a rotating membership for standing committees with three-year terms and continued the confirmation of ad hoc committees and appointments to non-county entities on an annual basis.

Standing Committees
The rotational sequence for standing committee appointments commenced on January 17, 2023, following Board approval. However, staff recently identified an error in the approved rotation schedule related to the Equal Opportunity Committee. The schedule requires approval by the Board as noted in the redlined Exhibit B.

Non-County Entities:
Pursuant to Policy G-10, the County Administrative Officer (CAO) solicited input from each supervisor regarding service on various non-county entities to which the Board makes appointments. The CAO, Chief Assistant CAO, and County Counsel have conferred with the incoming Chair regarding Board member preferences on such entities. The incoming Chair will provide recommendation for member of the Board of Supervisors' appointments to those entities for the Board's consideration.

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Ad Hoc Committees
There are nine ad hoc committees of the Board, listed with detail on Exhibit C for the Board's reference. Board direction is sought regarding the creation, dissolution and/or continuance of the identified ad hoc committees.

A consolidated list of standing committee appointments and proposed member of the Board of Supervisors' appointments to various Non-County Entities by the incoming Chair is attached to this report as Exhibit D for Board consideration.

Upon Board direction, the County Administrative Office will modify and post the 2024 appointment list accordingly.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated with the Office of County Counsel and the incoming Chair of the Board of Supervisors (District 2).

FINANCING:
There are no financial impacts to the General Fund resultant to the Board receiving this report. Costs related to the operation of various boards, committees and commissions are funded in the appropriate departmental budget related to their operations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The member of the Board of Supervisors' assignments and staff to boards, committees, and commissions for calendar year 2024 work to advance all categories of the Board's Strategic Initiatives.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Karina Bokanovich, Management Analyst
Approved by: Sonia M. De La Rosa, County Administrative Officer

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Attachments:
Exhibit A - Board Policy G-10
Exhibit B - Standing Committee Rotation Schedule - Redlined
Exhibit C - Ad Hoc Committee Descriptions
Exhibit D - Consolidated list of Standing Committee, Non-County Entity, and Ad hoc Committee appointments for 2024